Commissioners Court -- MARCH 24, 2026
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 MARCH 24, 2026**,** in the Hays County Courthouse, 111 East San Antonio Street, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E. **PUBLIC COMMENTS**

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

F. **PRESENTATIONS & PROCLAMATIONS**

1. Presentation of March 2026 Service and Retirement Awards. **BECERRA/GRANJENO**
2. Adopt a Proclamation recognizing the contributions of the Veracruz Family and the unveiling of an Undertold historical marker. **COHEN**
3. Adopt a Proclamation Recognizing the week of April 6, 2026 as National Public Health Week. **COHEN/INGALSBE/GONZALES**

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 disbursements. **TENORIO**
3. Approve the payment of United Healthcare and Texas Association of Counties 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 the payment of the March 31, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective March 31, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

5. Approve the payment of the April 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective April 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

6. Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

7. Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting. **BECERRA/WOODLAND**

8. Approve the January 2026 Treasurer's Report. **BECERRA/TENORIO**

9. Approve Utility Permits. **SMITH/INGALSBE/A.JONES**

10. Approve Commissioners Court Minutes for February 24, 2026 and March 10, 2026. **BECERRA/CARDENAS**

11. Accept the Fiscal Year 2025 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. **HAMMER/VILLARREAL-ALONZO**

12. Accept the Fiscal Year 2025 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. **INGALSBE/HAMMER/VILLARREAL-ALONZO**

13. Approve the cancellation of Commissioners Court on March 31 and May 26, 2026. **INGALSBE/BOUTTE**

14. Authorize expenditures of up to $1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on April 4, 2026, and amend the budget accordingly. **BECERRA**

15. Authorize the acceptance of a grant award from the Hogg Foundation, Texas Capacity Building and Resiliency Initiative in the amount of $5,000. **SMITH/INGALSBE/BOUTTE/GONZALES**

16. Approve payment in the amount of $2,000.00 to Hill Country Alliance for Morgan Hammer, Commissioner Pct 3, and Kandice Boutte, County Administrator, to participate in the 2026 Hill Country Alliance Leadership Institute, where no purchase order was obtained per the purchasing policy. **SMITH**

17. Approve out-of-state travel, utilizing the CECC Continuing Education funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 19 - 24, 2026 in Las Vegas, Nevada. **BECERRA/ROBINSON**

18. Approve out-of-state travel for AOT Program Administrator Jennifer Putman to attend an in-person grant meeting at the Substance Abuse and Mental Health Services Administration (SAMHSA) Headquarters in Rockville, MD from April 29 - May 1, 2026. **COHEN/BROWN**

19. Approve payment in the amount of $500.00 to Card Service Center for registration fees for the Advance Crime Prevention Strategies -- Problem Oriented Policing (TCOLE #2102) training, where no purchase order was obtained per the Purchasing Policy. **COHEN/TORRES**

20. Approve and confirm the appointment of Michael D. Fuentes as a regular full-time Motor Deputy Constable in the Hays County Constable Precinct 5 Office effective April 1, 2026. **SMITH/COHEN/ELLEN**

21. Authorize the Office of Emergency Services Fire Marshal's Division to accept Law Enforcement Officer Standards and Education (LEOSE) funds in the amount of $1,517.60 distributed from the State Comptroller and amend the budget accordingly. **BECERRA/M.JONES**

22. Authorize the acceptance of a budget amendment to the Office of the Governor, Specialty Courts Program, Mental Health Court Training. **SMITH/BOUTTE/BROWN**

23. Authorize the Sheriff's Office to accept a drone, valued at $9,997.49, from the Hays County Citizens' Academy Alumni Association and amend the budget accordingly. **INGALSBE/HIPOLITO**

24. Authorize the execution of a First Amendment to the Statement of Work with Securus Technologies, LLC related to new FCC rate change requirements and the addition of Text Connect. **INGALSBE/HIPOLITO/HUNT**

25. Accept a Deed Without Warranty for approximately 0.007 acres (314 sq. ft) adjacent to Canyonwood Dr. in the Sunset Canyon Subdivision in Precinct 4. **SMITH**

26. Authorize payment to OCV, LLC for $7,995.00 for recurring fees, where no purchase order was in place as per the County's Purchasing Policy. **INGALSBE/HIPOLITO**

27. Approve specifications for RFP 2026-P14 Elevator Maintenance and Repair Services and authorize the Purchasing Department to advertise and solicit for proposals. **BECERRA/CRUMLEY/HUNT**

28. Approve specifications for RFP 2026-P10 Indigent Cremation and Burial Services and authorize Purchasing to advertise and solicit proposals. **BECERRA/INGALSBE/GONZALES/HUNT**

29. Authorize the execution of a First Amendment to IFB 2025-B08 Vehicle Repairs - Hailstorm May 2024 Contract with All-Pro Dent Company, extending the contract until September 30, 2026, to allow all work to be completed. **BECERRA/HUNT**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to approve the selection of Pape Dawson Consulting Engineers, LLC to provide design services for the RM 12 at Jacobs Well project in Precinct 3; and authorize staff and counsel to negotiate a contract. **HAMMER/A.JONES**

2. Discussion and possible action to approve the selection of Cobb, Fendley, & Associates, Inc.to provide engineering services for the Fitzhugh Road project in Precinct 4; and authorize staff and counsel to negotiate a contract. **SMITH/A.JONES**

3. Discussion and possible action to approve the selection of Halff Associates, Inc. to provide Right-of-Way services for the Dairy Road project in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE/A.JONES**

4. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the subdivision bond #83BSBJK9052 in the amount of $125,956.80, acceptance of the 2-year maintenance bond #PB03016801418 in the amount of $92,027.07, and acceptance of the 1-year revegetation bond #PB03016801196M in the amount of $38,404.80 for 6 Creeks subdivision, Phase 1, Section 16. **HAMMER/A.JONES**

5. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-53) between Hays County and Aguirre and Fields, LP to provide Construction, Engineering, and Inspection (CE&I) services for the Jacobs Well Curve project in Precinct 3. **HAMMER/A.JONES**

6. Discussion and possible action to accept the Subdivision Bond No.800219564 for street and drainage improvements in the amount of $918,707.00 for Parten Ranch, Phase 8. **SMITH/A.JONES**

J. **SUBDIVISIONS**

1. Discussion and possible action to consider granting a variance to the Hays County Development Regulations, Chapter 705.2.01, General Subdivision Requirements, to the owner of 1816 Uhland Road, San Marcos, TX. **INGALSBE/BOUTTÉ**

2. PLN-2855-PC; Ratify approval of the Hawk Ridge Phase 2 Replat of lots 2-16 & 27. **SMITH/BOUTTÉ**

K. **MISCELLANEOUS**

1. Discussion and possible action to accept the Fiscal Year 2025 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants. **INGALSBE/VILLARREAL-ALONZO**

2. Discussion and possible action to adopt the Administrative Leave Policy in the personnel policies effective March 24, 2026. **BECERRA/GRANJENO**

3. Discussion and possible action to amend the Southside Community Center Social Services Contract for FY 2026, adding one-time funding of $100,000.00 to assist the community with housing insecurity and amend the budget accordingly. **INGALSBE/BOUTTE**

4. Discussion and possible action to consider granting a variance to Hays County Development Regulations Chapter 705§5.05 - Table 705.5.01 Minimum Lot Size for the Hays Commons, Preliminary Plan (PLN-2894-PRE). **BECERRA/BOUTTÉ**

5. Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #2 Board for a 2-year term ending March 23, 2028. **HAMMER**

6. Discussion and possible action to appoint Commissioner Morgan Hammer and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #3 Board for a 2-year term ending March 23, 2028. **INGALSBE**

7. Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #4 Board for a 2-year term ending March 23, 2028. **HAMMER**

8. Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #5 Board for a 2-year term ending March 23, 2028. **HAMMER**

9. Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #6 Board for a 2-year term ending March 23, 2028. **HAMMER**

10. Discussion and possible action to authorize the execution of the Master Service Agreement and Scope of Work between Hays County and Veoci. **BECERRA/M.JONES**

11. Discussion and possible action to execute a Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and The American National Red Cross Central & South Texas Region for purposes of preparing, mitigating, responding, and recovering from disasters. **BECERRA/M.JONES**

12. Discussion and possible action to authorize the execution of a Product Schedule, Order Agreement, Equipment Removal/Buyout Authorization, and Equipment Relocation Request with Ricoh USA, Inc. for 42 copiers throughout the County and amend the budget accordingly. **BECERRA/HUNT**

13. Discussion and possible action to approve the execution of a contract regarding the migration of the Tyler Technologies Enterprise Courts and Justice system (Odyssey) to Tyler's cloud-hosted Software as a Service (SaaS) platform. **BECERRA/MCGILL**

14. Discussion and possible action to authorize the execution of a proposal between Hays County and ICF for golden-cheeked warbler habitat occupancy surveys and reporting services not to exceed $76,697.00 on Hays County Habitat Preserves. **HAMMER/FLOCKE**

15. Discussion and possible action to authorize the Constable Precinct 1 Office to lease one Ford Interceptor ($930.68 monthly), and upfit the vehicle with the needed law enforcement equipment ($24,689.50), and amend the budget accordingly. **INGALSBE/PETERSON/HUNT**

16. Discussion and possible action to authorize the Constable Precinct 3 Office to lease one 2025 Chevy Tahoe ($1,220.56 monthly), and upfit with law enforcement equipment ($7,877.98), and amend the budget accordingly. **HAMMER/MONTAGUE/HUNT**

17. Discussion and possible action to authorize the Juvenile Detention Center to lease a Chevy Traverse ($837.89 monthly), and upfit the vehicle with necessary equipment ($3,010.67) to serve as a transport vehicle and amend the budget accordingly. **INGALSBE/WARE/HUNT**

18. Discussion and possible action to authorize the County Court at Law - Mental Health Court to purchase consumables/incentive items for Mental Health Court participants throughout the year. **COHEN/INGALSBE/BROWN/HUNT**

19. Discussion and possible to pre-qualify the recommended respondents pursuant to RFQ 2026-Q02 Professional Engineering Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County for Engineering Services. The selection of a firm will be brought to the Commissioners Court for approval, utilizing the Vendor Selection Form, prior to a contract being brought back to court for execution. The pool will be reviewed and re-opened on an annual basis. **BECERRA/SMITH/HUNT**

20. Discussion and possible action to authorize the selection of Dunaway Associates LLC, to provide design services for Cape's Pond Park. **INGALSBE/ FLOCKE**

21. Discussion and possible action to award a contract for RFP 2026-P06 HVAC - Preventative Maintenance and Repair Services, Countywide to Jantzen Luke Myer LLC, dba Ductman AC & Heating, and authorize staff, Purchasing Agent, and the Criminal District Attonrey, Civil Division to negotiate a contract. **BECERRA/CRUMLEY/WARE/HUNT**

22. Discussion and possible action to award and execute a contract for IFB 2026-B05 Concrete Contractor between Hays County and 3-P Concrete, LLC to perform hourly concrete services on an as-needed basis related to transportation projects. **BECERRA/A.JONES/HUNT**

23. Discussion and possible action to award and execute a contract for IFB 2026-B01 Jacobs Well Road Curve between Hays County and Lone Star Sitework, LLC, in the amount of $931,291.65. **HAMMER/A.JONES/HUNT**

L. **WORKSHOP**

M. **EXECUTIVE SESSIONS**

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

1. Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Roger Hanks Parkway in Precinct 4. Possible discussion and/or action may follow in open court. **SMITH**

2. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, evaluation, reassignment, duties, discipline, or dismissal of the Development Services Manager. Possible discussion and/or action may follow in open court. **SMITH/BOUTTE/GRANJENO**

3. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving, but not limited to: the appeal of *City of San Marcos, City of Kyle, and Hays County, Texas v. Pecos Housing Finance Corporation and Pleasanton Housing Finance Corporation* (Trial Court Cause No. 25-1185-DCB in the 207th Judicial District Court in Hays County; Court of Appeals Number 03-25-00767-CV). Possible discussion and/or action may follow in open court. **BECERRA**

N. **STANDING AGENDA ITEMS**

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

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

2. Discussion and possible action related to the burn ban. **BECERRA**

3. Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**

O. **ADJOURNMENT**

Posted at least three (3) business days before the scheduled meeting of the
COMMISSIONERS COURT, HAYS COUNTY, TEXAS

_____

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (3 business days before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM: F. 1.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Erik Granjeno

Sponsor: Judge Becerra

Agenda Item

Presentation of March 2026 Service and Retirement Awards. **BECERRA/GRANJENO**

Summary

Attachments

March 2026 Service Awards

10814	FOWLER, KENDALL MICHELLE		Sheriff's Office	1
10798	BOYLE, CONOR AEDDON		Sheriff's Office	1
2794	RANGEL, MARCO ANTONIO		Sheriff's Office	1
10800	STEWART, LOGAN STERLING		Sheriff's Office	1
10840	GONZALES, PRISCILLA BETH		health department	1
10821	SCHMIDT, SHANE ROBERT		transporation	1
10834	SIERRA, JOSHUA RYAN		transporation	1
10810	GRANJENO-ORTEGA, ERIK		Human Resources	1
10812	WILLIAMS, TRESSA RENAE		Justice of the Peace Pct 5	1
9002	SIMPKINS, JOHN ANTHONY	LEM	Sheriff's Office	5
9036	CORPREW, SIMONE ELISE		County Administrator	5
9016	BANNING, NANCY M		county clerk	5
9030	SMITH, CANDACE LOUISE		district clerk	5
9031	JORDAN, MELISSA ANN		elections	5
9011	SYLVESTER, SHELBY JEANETTE		Sheriff's Office	5
7143	MARTELL, EDWARD WAYNE		Sheriff's Office	10
5968	LOWE, WESLEY R.		Sheriff's Office	15
5969	TREAT, LEIGH CHANDLER		Sheriff's Office	15
4609	BARTSCH, BRENT ALLEN		Sheriff's Office	20
4643	MCNIEL, LISA MACDOUGALL		Sheriff's Office	20
3342	SMITH, JASON R	Sheriffs Office	25	

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Cohen

Sponsor: Commissioner Cohen

Agenda Item

Adopt a Proclamation recognizing the contributions of the Veracruz Family and the unveiling of an Undertold historical marker. **COHEN**

Summary

See attached proclamation.

Attachments

Proclamation

PROCLAMATION RECOGNIZING THE CONTRIBUTIONS MADE BY THE VERACRUZ FAMILY OF KYLE IN HAYS COUNTY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the Council for the Indigenous & Tejano Community (CITC) was established in January 2021 with a mission to elevate the voices of families who have been historically silenced and dismissed; and

WHEREAS, Kyle, Texas, is the home of a long-forgotten cemetery for vaqueros and ranch hands that served the once thriving community located on what was once part of the Nance Ranch, not far from the Blanco River; and

WHEREAS, Pedro Veracruz, one of the vaqueros buried at that cemetery, first came to Texas with Santa Anna's troops during the Battle of the Alamo in 1836 at the age of eleven, but being much too young to fight, he guarded the mule train; and

WHEREAS, when the Civil War erupted in 1861, Pedro returned to San Antonio with horses for the U. S. military, where he met his future wife, **Juanita Tejeda** (1844-1929), they parented fourteen children before they formalized their marriage in Hays County on June 17, 1886; and

WHEREAS, Pedro Veracruz registered his cattle brand with the State of Texas in May 1865; and

WHEREAS, after enjoying decades of success in Texas, in 1895 prepared in Spanish his last will and testament, willing his cattle to his wife, Juanita, and their children, **Catarina, Maria Engracia, Salvador, Teresita, Carmen, Pedro, Jr., Jesus, Cristobal, and Sixta**, and

WHEREAS, the descendants of the Veracruz family include families of the **Deleon, Castillo, Cisneros, and Candelaria** families who participated in ranching for many generations, as cowboys, ranch hands, and skilled bronco riders; and

WHEREAS, the families described here represent only a fraction of the stories about *vaqueros*, ranch hands, skilled riders, stock breeders, and female landowners that have not been fully documented nor recognized in the history of Hays County; and

WHEREAS, the Deleon family, who are descendants of these prominent *vaquero* families, live less than a mile from the cemetery where they grew up hearing detailed stories about their ancestors that had been passed down for generations, but not until today have their stories been recorded or honored; and

WHEREAS, CITC has made significant strides in preserving Hays County history, and after years of research that revealed a long-ignored culture of *Vaquero* customs that created a diverse community, CITC has successfully secured an Undertold historical marker from the Texas Historical Commission honoring **The Veracruz Family of Kyle.**

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby recognize the contributions of

The Veracruz Family of Kyle

and their descendants who live throughout Hays County, cordially invite all to the official dedication and unveiling of their historical marker on Saturday, March 21, 2026, at 11:00 am in Kyle.

ADOPTED THIS THE 24TH DAY OF MARCH 2026.

_____
Ruben Becerra, County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

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

AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Matthew Gonzales

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation Recognizing the week of April 6, 2026 as National Public Health Week.
COHEN/INGALSBE/GONZALES

Summary

The proclamation recognizes the week of April 6, 2026, as National Public Health Week (NPHW). NPHW is meant to elevate public recognition of organizations that contribute to Public Health. The Hays County Health Department will receive the proclamation.

Attachments

Proclamation

PROCLAMATION RECOGNIZING
APRIL 6TH – 12TH, 2026 AS
NATIONAL PUBLIC HEALTH WEEK

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the week of April 6, 2026, is National Public Health Week, and the theme is "Ready. Set. Action!" highlighting that public health actions occurring through scientific discoveries, legislation and community initiatives have significantly improved the health of all Americans;

WHEREAS, significant strides have been made in public health since the inception of National Public Health Week in 1994, including the following public health successes:

(1) childhood mortality, which was at a rate of 13.8 deaths per 1,000 live births in 1994, has now fallen to 5.4 deaths per 1,000 live births due to vaccines, better health care access and nutrition;

(2) smoking rates, which were as high as 25.5% among U.S. adults in 1994, have now fallen to 11.4 % due to comprehensive smoke-free policies, public awareness campaigns and taxation of tobacco products

(3) deaths due to HIV/AIDS, which peaked in 1994 at 49,095 AIDS-related deaths that year in the U.S., have dropped significantly with Antiretroviral therapy ensuring most people with HIV can live normal lifespans and prevention tools like PrEP significantly reduce transmission;

(4) mental health awareness and treatment, with 40% of people with mental health conditions being untreated in 1994, has progressed with increased awareness, parity laws and integration into primary care, which have expanded access to mental health services and reduced treatment gaps;

(5) pandemic preparedness has improved rapidly, especially led by scientific advancement including mRNA technology and global vaccine deployment, and communities have increased investments in infrastructure, stockpiles and global surveillance — all of which must be sustained; and

WHEREAS, racial and ethnic minority populations in the United States continue to experience disparities in the burden of illness and death as compared with the entire population of the United States;

WHEREAS, a person's health status can differ drastically by ZIP code due to differences in the built environment, environmental quality, community context, access to healthy food, access to education and access to health care;

WHEREAS, public health organizations use National Public Health Week to educate public policymakers, public health professionals and the public on issues that are important to improving the health of the people of the United States;

WHEREAS, public health professionals help communities prevent, prepare for, withstand and recover from the impact of a full range of health threats, ranging from infectious disease outbreaks to natural disaster preparedness; and

WHEREAS, efforts to adequately support public health and the prevention of disease and injury can continue to transform a health system focused on treating illness into a health system focused on preventing disease and injury and promoting wellness.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court hereby proclaims the week of April 6-12, 2026, as

NATIONAL PUBLIC HEALTH WEEK

in Hays County and call upon the people of Hays County to observe this week by helping our families, friends, neighbors, co-workers and leaders to recognize the contribution of scientists, local, city and state legislators, community activists, including public health workers in: (1) adopting initiatives that have significantly improved the health and longevity of the people of our state; and (2) encouraging continual vigilance to promote health and well-being for all citizens, as the theme states, "Ready. Set. Action!"

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Morgan Hammer
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the March 31, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective March 31, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the April 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective April 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

Summary

Quarterly Internal Examination Reports include the following Offices:

Jan to Mar 2025: Justice of the Peace Pct. 4, Justice of the Peace Pct. 1, 2, and Justice of the Peace Pct. 2, 1

Jul to Sep 2025: Parks Department, Justice of the Peace Pct. 1, 2

Oct to Dec 2025: County Clerk Registry Account, District Clerk Registry Account, District Clerk Cash Bond Account, Parks Department, Sheriff's Office Evidence Account, and Judicial Services Office

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.hayscountytx.gov

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@hayscountytx.gov

Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 2, 2026

Honorable John Burns
Justice of the Peace, Precinct 4
195 Roger Hanks Parkway, Suite 2
Dripping Springs, Texas 78620

Honorable Judge John Burns:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by Justice of the Peace, Precinct 4 for the months January 2025 through March 2025. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 4. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §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 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
Hays County Auditor
ag/pm/jc

OFFICE OF THE COUNTY AUDITOR
712 South Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283
Fax: 512-393-2265
www.hayscountytx.gov

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@hayscountytx.gov

Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 3, 2026

Honorable Maggie H. Moreno
Hays County Justice of the Peace, Precinct 1 Place 2
712 South Stagecoach Trail, Suite 2235
San Marcos, Texas 78666

Honorable Judge Maggie Moreno:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Justice of the Peace, Precinct 1 Place 2 Office for the months January 2025 through March 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Justice of the Peace, Precinct 1 Place 2 Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted 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.

The following exceptions were noted during the Auditor's Office review for the period January 2025 through March 2025:

#1 A January 2025 payment was receipted untimely.
The Hays County Auditor's Office noted an ACH payment in the amount of $345.50 was received in the bank and the Justice of the Peace staff was notified of the payment by the Treasurer on January 17th. The payment was receipted March 18th which is 40 business days after the staff was notified.

Recommendation

The Hays County Auditor's Office recommends the Justice of the Peace, Precinct 1 Place 2 office review their procedures to ensure all payments received are receipted within 5 business days. Failure to receipt payments timely increases the risk that decisions in the case may be made with incomplete information.

Management Response

Procedures before 06/2025 - Admin would send ACH payments to a clerk to tender and admin never sent to clerk for some unknown reason. New Procedures - a clerk is assigned to ALL payments, and another clerk is assigned to the JP1-2 email (where ACH payments come through along with CC'd to Admin and clerk taking payments). Clerk tendering payment must print and turn in email attachment and receipt to Admin at the EOB.

#2 A February 2025 refund was entered in Odyssey untimely.

The Hays County Auditor's Office noted a February 3rd processed refund of $255.00 was receipted in Odyssey on March 31st, 35 business days after being processed.

Recommendation

The Hays County Auditor's Office recommends the Justice of the Peace, Precinct 1 Place 2 office review their procedures to ensure processed refunds are promptly receipted in Odyssey. Failure to record transactions increases the risk of misstatement of amounts owed to the court.

Management Response

Previous Admin did not adjust refund, once treasurer refunded on 02/03. Going forward, any modifying transactions must be reviewed by Admin and clerk on day of or within 3 days. Again, all clerks requesting a refund must get judge's approval and email to Admin/Treasurer financial and hand the paper copy to the Admin at the EOB. – Admin is thinking of creating a log for all to log in to have another tracking system in place.

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
ag/pm

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March 2, 2026

Honorable Judge Beth Smith
Hays County Justice of the Peace, Precinct 2 Place 1
5458 FM 2770
Kyle, Texas 78640

Honorable Judge Beth Smith:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Justice of the Peace, Precinct 2 Place 1 Office for the months January 2025 through March 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Justice of the Peace, Precinct 2 Place 1 Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted 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.

The following exceptions were noted during the Auditor's Office review for the period January 2025 through March 2025:

#1 Four ACH payments were receipted untimely.
The Hays County Auditor's Office noted the following two ACH payments receipted in January and two ACH payments receipted in February were receipted untimely.

- ACH payment of $1,353.30 was deposited to the bank on October 29th. The Treasurer's office notified Justice of the Peace staff on December 4th. The payment was receipted January 7th - 20 business days after notification.
- ACH payment of $917.80 was deposited to the bank on November 13th. The Treasurer's office notified Justice of the Peace staff on November 18th. The payment was receipted January 7th - 29 business days after notification.

- ACH payment of $490.10 was deposited to the bank on October 2nd. The Treasurer's office notified Justice of the Peace staff on December 4th. The payment was receipted February 6th - 41 business days after notification.
- ACH payment of $1,213.80 was deposited to the bank on November 20th. The Treasurer's office notified Justice of the Peace staff on November 21st. The payment was receipted February 6th - 47 business days after notification.

Recommendation

The Hays County Auditor's Office recommends the Justice of the Peace, Precinct 2 Place 1 review their procedures to ensure all payments received are receipted within 5 business days. Failure to receipt payments timely increases the risk that decisions in the case may be made with incomplete information.

Management Response

The delay in receipting payments into ODYS was due to workload volume, and limited staffing capacity. While the funds were deposited timely by the collection agency and confirmed by the Treasurer's Office, the receipted into ODYS was not always completed immediately upon notification.

To address this going forward, I am implementing the following steps:
• Setting aside designated time each week specifically for receipting MVBA approved invoices from Treasury's Office received through emails.
• Prioritizing deposit entry within [5] business days of notification.

These steps will ensure more timely recording and strengthen internal controls moving forward.

#2 A January 2025 payment was not receipted timely.

The Hays County Auditor's Office noted a $432.00 credit card payment received December 6th was receipted on January 6th - 17 business days after receiving funds.

Recommendation

The Hays County Auditor's Office recommends the Justice of the Peace, Precinct 2 Place 1 review their procedures to ensure all payments received are receipted within 5 business days. Failure to receipt payments timely increases the risk that decisions in the case may be made with incomplete information.

Management Response

The online payment was not identified at the time it was made and was discovered during the preparation of the end-of-month report. I have now implemented a weekly reconciliation process to ensure all online payments are accurately receipted and entered into Odyssey.

#3 The January 2025 and March 2025 revenue reports were inaccurate.

The Hays County Auditor's Office noted the following transactions resulted in January and March revenue reports being inaccurate.

- The January revenue report included a credit card reconciliation adjustment for $159.00. A reversal was processed due to incorrect fee coding on an October payment, and the reversal was then followed up by being correctly receipted. This correction had a net zero effect for the month therefore no reconciliation adjustment was necessary.
- The March revenue report did not reconcile to the credit card activity due to two erroneous adjustments totaling $126.00. The adjustment needed was related to a March 29th payment of $122.00 that had not been receipted.

Recommendation

The Hays County Auditor's Office recommends the Justice of the Peace, Precinct 2 Place 1 review their procedures to ensure credit card receipts are reconciled to bank settlement reports and revenues are reported accurately.

Management Response

The citation was initially entered by the clerk with an offense date of 1991, which caused the system to assess the fees for that year instead of the correct 2024 fees. The citation was later corrected to reflect the 2024 offense date and corresponding fees; however, by that time, the defendant had already made the payment online. I spoke with the Judge, and she advised me to adjust the fees by reducing the fees to show what the defendant had already paid.

The online payment was not identified at the time it was made and was discovered during the preparation of the end-of-month report. I have now implemented a weekly reconciliation process to ensure all online payments are accurately receipted and entered into Odyssey.

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
ag/pm

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Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 12, 2026

Tammy Crumley
Director of County Wide Operations
101 Thermon Drive
San Marcos, Texas 78666

Director Tammy Crumley:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Parks Department for the months of July 2025 through September 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Parks Department. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted 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.

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

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA
County Auditor
ag/jc

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February 19, 2026

Honorable Maggie H. Moreno
Hays County Justice of the Peace, Precinct 1 Place 2
712 South Stagecoach Trail, Suite 2235
San Marcos, Texas 78666

Honorable Judge Maggie Moreno:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Justice of the Peace, Precinct 1 Place 2 Office for the months July 2025 through September 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Justice of the Peace, Precinct 1 Place 2 Office. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted 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
Hays County Auditor
jc

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Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 9, 2026

Honorable Dr. Elaine Cardenas
County Clerk
712 S. Stagecoach Trail, Suite 2008
San Marcos, Texas 78666

Honorable Dr. Cardenas:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Clerk – Registry funds for the months of October 2025 through December 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Clerk. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited 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.
- All funds collected were deposited in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
at/jc

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marisol.alonzo@hayscountytx.gov

Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 11, 2026

Honorable Amanda Calvert
Hays County District Clerk
712 South Stagecoach Trail, Ste. 2211
San Marcos, Texas 78666

Honorable Amanda Calvert:

The Hays County Auditor's Office has examined the Hays County District Clerk Registry account reconciliations for the months of October 2025 through December 2025. The scope of the examination was limited to reviewing the records submitted to this office by the District Clerk Office. The objectives of the examination were to verify the mathematical accuracy of the reconciliations 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
Hays County Auditor
at\jc

OFFICE OF THE COUNTY AUDITOR
712 South Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@ hayscountytx.gov

512-393-2283
Fax: 512-393-2265
www.hayscountytx.gov

Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 11, 2026

Honorable Amanda Calvert
Hays County District Clerk
712 South Stagecoach Trail, Ste. 2211
San Marcos, Texas 78666

Honorable Amanda Calvert:

The Hays County Auditor's Office has examined the Hays County District Clerk Cash Bond account reconciliations for the months October 2025 through December 2025. The scope of the examination was limited to reviewing the records submitted to this office by the District Clerk Office. The objectives of the examination were to verify the mathematical accuracy of the reconciliations 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
at/jc

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Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 12, 2026

Karl Flocke
Director of Parks & Natural Resources
1699 Mt. Sharp Rd
Wimberley, Texas 78676

Director Flocke:

The Hays County Auditor's Office has examined the collections and monthly reports submitted by the Parks Department for the months of October 2025 through December 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Parks Department. The objectives of the examination were to verify all funds collected were accounted for and deposited with the County Treasurer and the required monthly reports were submitted 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.

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

Sincerely,

Marisol Villarreal-Alonzo CPA, MPA
County Auditor
at/jc

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Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 12, 2026

Honorable Anthony Hipolito
Hays County Sheriff
810 South Stagecoach Trail
San Marcos, Texas 78666

Honorable Anthony Hipolito:

The Hays County Auditor's Office has examined the Sheriff's Office - Evidence bank statement and monthly report submitted by the Hays County Sheriff's Office for the months October 2025 through December 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm any adjustments made during the reconciliation process were reasonable. During the period under review, Anthony Hipolito was serving as the Hays County Sheriff.

- 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.

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

Sincerely,

Marisol Villarreal-Alonzo CPA
County Auditor
at/jc

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712 South Stagecoach Trail, Ste. 1071
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marisol.alonzo@ hayscountytx.gov

Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

March 12, 2026

Jason Facundo
Judicial Services Director
712 South Stagecoach Trail
San Marcos, Texas 78666

Director Facundo:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Judicial Services Office for the months of October 2025 through December 2025. The scope of the examination was limited to reviewing the record submitted to this office by the Hays County Judicial Services 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 Hays 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.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor
at/jc

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Scot Woodland, Budget Officer

Sponsor: Judge Becerra

Agenda Item:

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting. **BECERRA/WOODLAND**

Summary:

Budget Amendments are for line item transfers within various departments and special revenue funds. No additional funds are required.

Fiscal Impact:

Amount Requested: No additional funds required
Line Item Number: Various

Budget Office:

Source of Funds: Various
Budget Amendment Required Y/N?: Yes
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD
New Revenue Y/N?:
Comments:

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Tenorio

Sponsor: Judge Becerra

Agenda Item

Approve the January 2026 Treasurer's Report. **BECERRA/TENORIO**

Summary

Attachments

Report

HAYS COUNTY TREASURER

Stop Payment/Replacement Check Record

Payee Name: Olatokunbo Okuwobi

Address: 17302 Harvest Hollow Ct

City/State/Zip: Richmond, TX 77407

Telephone Number: _____

Original Ck Number: 354204, 356917, 365308, 367833

Original Ck Date: 6/7/22, 8/30/22, 7/4/23, 9/19/23

Original Amount: 472.72, 235.40, 115.81, 187.94

Reason for Stop Payment and Reissue:

Stale dated check never cashed

I do hereby swear that the above referenced check has not been presented for payment. I would like to request that a stop payment be placed on the above check and that a replacement check be issued. If the original check is located, I will return it to the Hays County Treasurer at 1071 South Stagecoach Trail, Suite 1094, San Marcos, Texas 78666. I do hereby swear that I will not present this check for payment at any time in the future. If the above check is ever charged to a Hays County account, I understand that I will be held completely liable and I agree to reimburse Hays County the full amount of the check with any applicable service charges that may apply.

E Osorio — 3/18/2026

Signature — Date

Elizabeth Osorio

Printed Name

For Hays County Use:

Stop Payment Date: _____

Reissue Date: _____ Reissue Number: _____ Reissue Amount: _____

Bank Account

Transaction Source

From Date

To Date

Date Type Payment Date

Transaction Minimum

Transaction Maximum

Cash G/L Account

Payee Type

Payment Transaction Inquiry

Documents

Payment Information

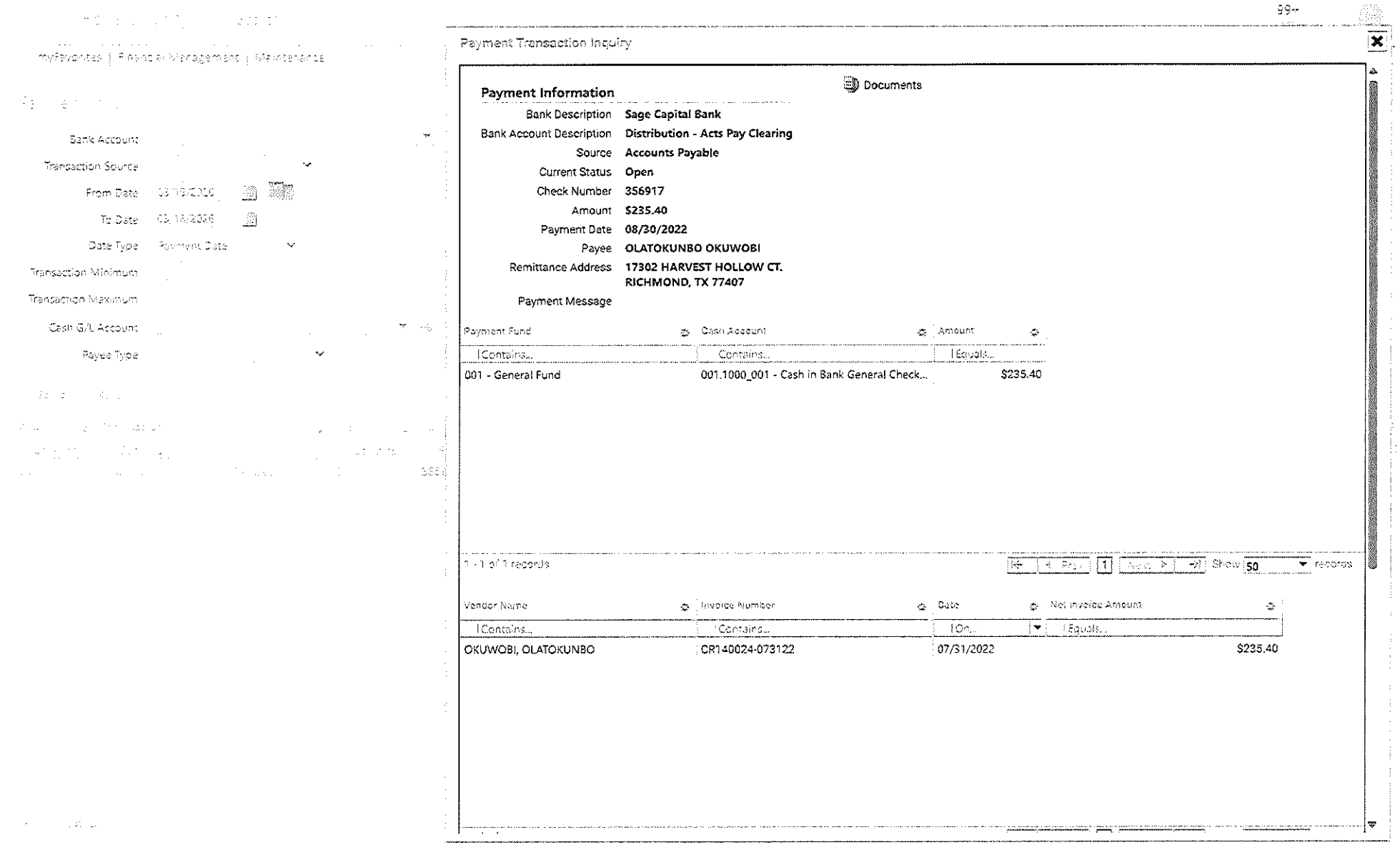
Bank Description	**Sage Capital Bank**
Bank Account Description	**Distribution - Acts Pay Clearing**
Source	**Accounts Payable**
Current Status	**Open**
Check Number	**354204**
Amount	**$472.72**
Payment Date	**06/07/2022**
Payee	**OLATOKUNBO OKUWOBI**
Remittance Address	**17302 HARVEST HOLLOW CT. RICHMOND, TX 77407**
Payment Message	

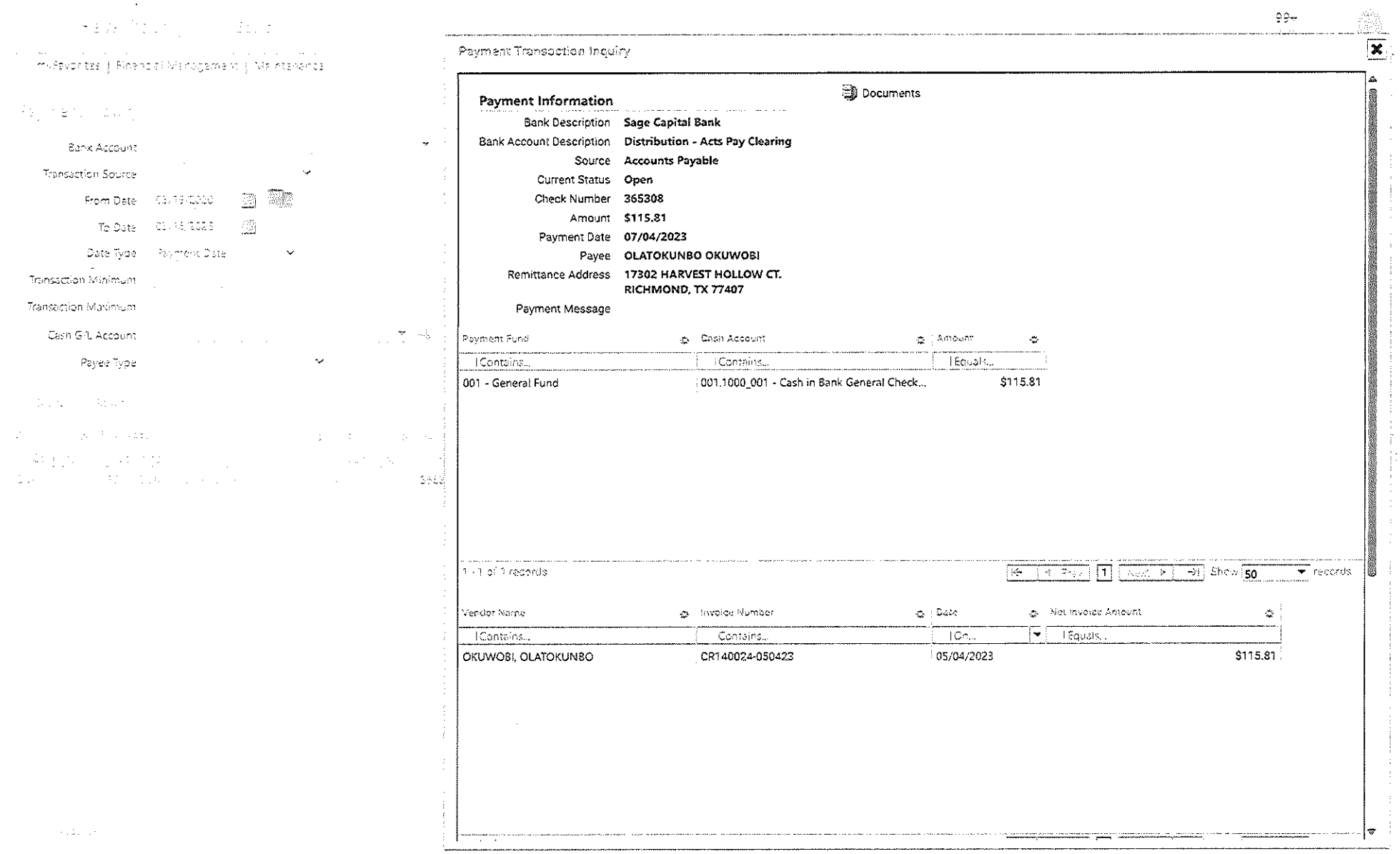
Payment Fund	Cash Account	Amount
Contains...	Contains...	Equals...
001 - General Fund	001.1000_001 - Cash in Bank General Check...	$472.72

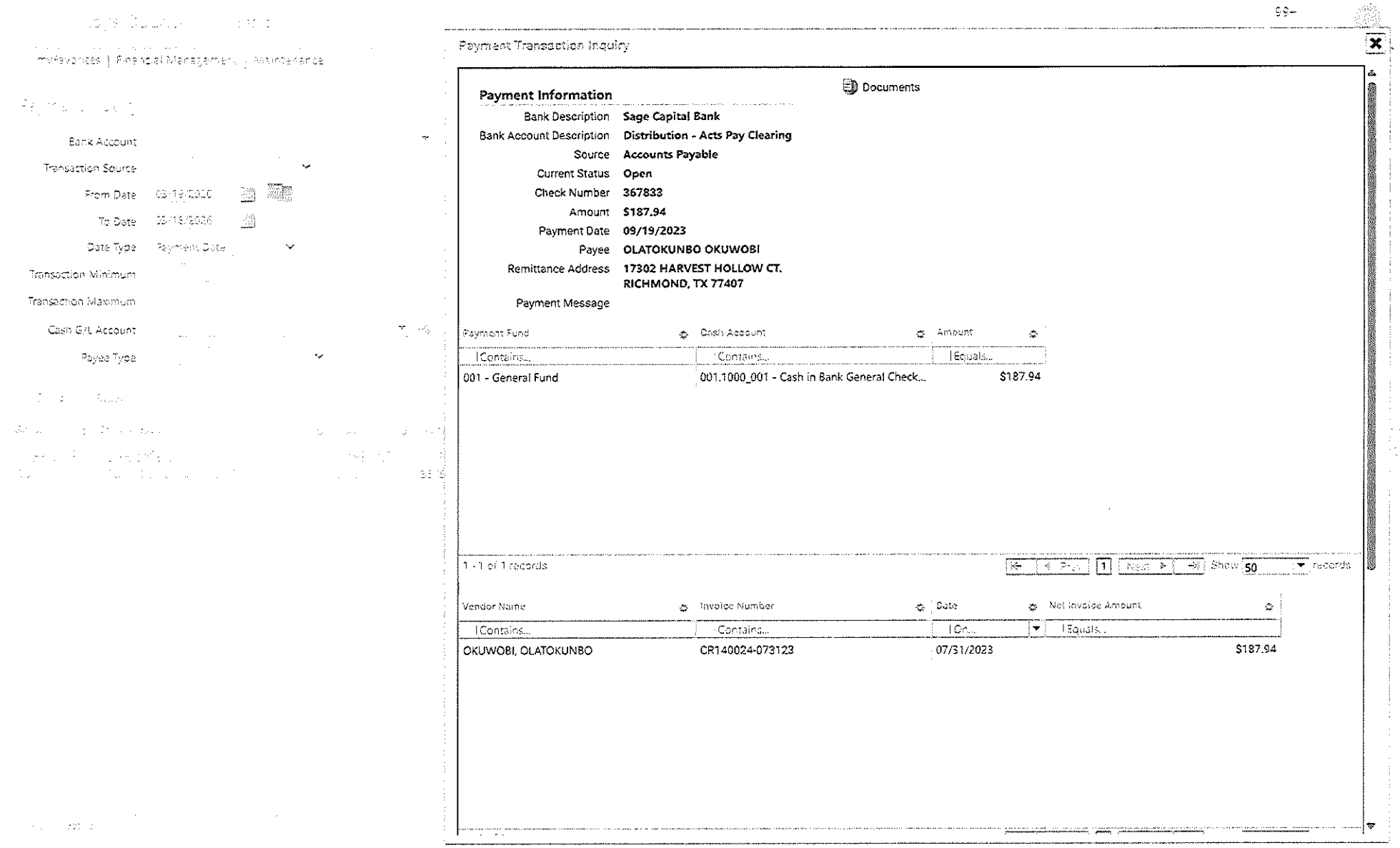
1 - 1 of 1 records

Page 1 Show 50 records

Vendor Name	Invoice Number	Date	Net Invoice Amount
Contains...	Contains...	On...	Equals...
OKUWOBI, OLATOKUNBO	CR140024-043022	04/30/2022	$472.72


Payment Transaction Inquiry
Documents
Payment Information
Bank Description Sage Capital Bank
Bank Account Description Distribution - Acts Pay Clearing
Source Accounts Payable
Current Status Open
Check Number 356917
Amount $235.40
Payment Date 08/30/2022
Payee OLATOKUNBO OKUWOBI
Remittance Address 17302 HARVEST HOLLOW CT.
RICHMOND, TX 77407
Payment Message
Payment Fund
Cash Account
Amount
001 - General Fund
001.1000_001 - Cash in Bank General Check...
$235.40
Vendor Name
Invoice Number
Date
Net Invoice Amount
OKUWOBI, OLATOKUNBO
CR140024-073122
07/31/2022
$235.40


Payment Transaction Inquiry
Documents
Payment Information
Bank Description Sage Capital Bank
Bank Account Description Distribution - Acts Pay Clearing
Source Accounts Payable
Current Status Open
Check Number 365308
Amount $115.81
Payment Date 07/04/2023
Payee OLATOKUNBO OKUWOBI
Remittance Address 17302 HARVEST HOLLOW CT.
RICHMOND, TX 77407
Payment Message
Payment Fund
Cash Account
Amount
001 - General Fund
001.1000_001 - Cash in Bank General Check...
$115.81
1 - 1 of 1 records
Show 50 records
Vendor Name
Invoice Number
Date
Net Invoice Amount
OKUWOBI, OLATOKUNBO
CR140024-050423
05/04/2023
$115.81


Payment Transaction Inquiry
Documents
Payment Information
Bank Description Sage Capital Bank
Bank Account Description Distribution - Acts Pay Clearing
Source Accounts Payable
Current Status Open
Check Number 367833
Amount $187.94
Payment Date 09/19/2023
Payee OLATOKUNBO OKUWOBI
Remittance Address 17302 HARVEST HOLLOW CT. RICHMOND, TX 77407
Payment Message
Payment Fund
Cash Account
Amount
001 - General Fund
001.1000_001 - Cash in Bank General Check...
$187.94
1 - 1 of 1 records
Show 50 records
Vendor Name
Invoice Number
Date
Net Invoice Amount
OKUWOBI, OLATOKUNBO
CR140024-073123
07/31/2023
$187.94

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Approve Utility Permits. **SMITH/INGALSBE/A.JONES**

Summary

- **TRN-2025-10308-UTL** - ATCO Communications proposes to bore along Cole Springs Road, then over lash across Cole Springs Road to continue work onto customer private property. (Pct. 4) /
- **TRN-2025-10334-UTL** - Centerpoint Energy proposes to relocate their 4-inch line to install their upgraded line of 8-inches to accommodate the Hays County improvement project along Windy Hill Road. (Pct.1&2) /
- **TRN-2025-10397-UTL** - City of Dripping Springs proposed constructing a treated effluent discharge line and low-profile cascade aerator for the City of Dripping Springs' South Regional Wastewater Facility located south of the intersection of Caliterra Parkway and Ranch Road 12. The line starts at Needham Road and continues through Caliterra Subdivision, specifically Waters View Court and will tie into the existing treated effluent line at Ranch Road 12 via way of bore. (Pct. 4) /
- **TRN-2025-10406-UTL** - Goforth SUD/Quest Utility proposes to install a 58 linear feet 8-inch PVC Waterline in a 16-inch steel casing under Hillside Terrace via a directional bore near the intersection with FM 2001. Open trenching will be required (outside of pavement) to locate the existing 16-inch connecting waterline and to install the water valves and fire hydrant. Proper coordination has been conducted with Hays County engineers to ensure no conflicts with future Hays County improvement project. (Pct. 2) /
- **TRN-2026-10407-UTL** -ATCO/Frontier proposes accessing hand holes to place buried fiber cables in new duct via bore along Pump House Road and Melinda Lane. (Pct. 3) /
- **TRN-2026-10510-UTL** - AQUA proposes to replace waterlines within the Woodcreek Subdivision, specifically along Valley Springs Road. Roads will be trenched, backfilled with flowable fill, and overlayed with asphalt across the entire road except the concrete bridge. The section along the concrete deck will be bored in order to not damage the bridge. (Pct. 3) /
- **TRN-2026-10535-UTL** - Hays County WCID #2 is proposing to install a 4.2 million gallon concrete ground storage tank and pump station for the Hays County Water Control and Improvement District #2 public water system. The project will tie into the existing 20-inch waterline on Sawyer Ranch Road. Waterlines will range in size from 12-inch, 14-inch, 16-inch, 18-inch, and 20-inch in ductile iron and PVC. The waterline will connect to the Belterra system by trenching Belterra Drive. Proper coordination has been conducted with Hays County engineers to ensure no conflicts with future Hays County improvement project. (Pct. 4) /
- **TRN-2026-10717-UTL** - AQUA proposes to install 1,675 linear feet of 2-inch waterline from 761 Boulder Bluff to 929 Boulder Bluff within the right-of-way via trench outside the finished surface. (Pct. 3)

Attachments

Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 11/03/2025 .

Utility Company Information:

Name: Frontier Communications
Address: 3827 Morse St Denton TX
Phone: 2142828811
Contact Name: Korey Childs

Engineer / Contractor Information:

Name: Wise Connect
Address: 99 Dupree Dr Buda TX 78610
Phone: 5127574302
Contact Name: Clint West

Hays County Information:

Utility Permit Number: TRN-2025-10308-UTL
Type of Utility Service: Fiber Optic
Project Description:
Road Name(s): Cole Springs 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 .

Signature Title Date

ATCO COMMUNICATIONS SERVICES, LLC
www.atcotelecom.com

Texas 811
Know what's below.
Call before you dig.

TYPE OF PROJECT
SAFETY ☐ CIAC ☐ RDMV ☐ ETHERNET ☒ IOF ☐ FTTH ☐

PERMIT REQUIRED ☒ NO PERMIT REQUIRED ☐

TYPE OF PERMIT
CITY ☐ _____
COUNTY ☒ Hays County
STATE ☐ _____

LOCATES REQUIRED ☐
AIR SUPPORT REQUIRED ☐

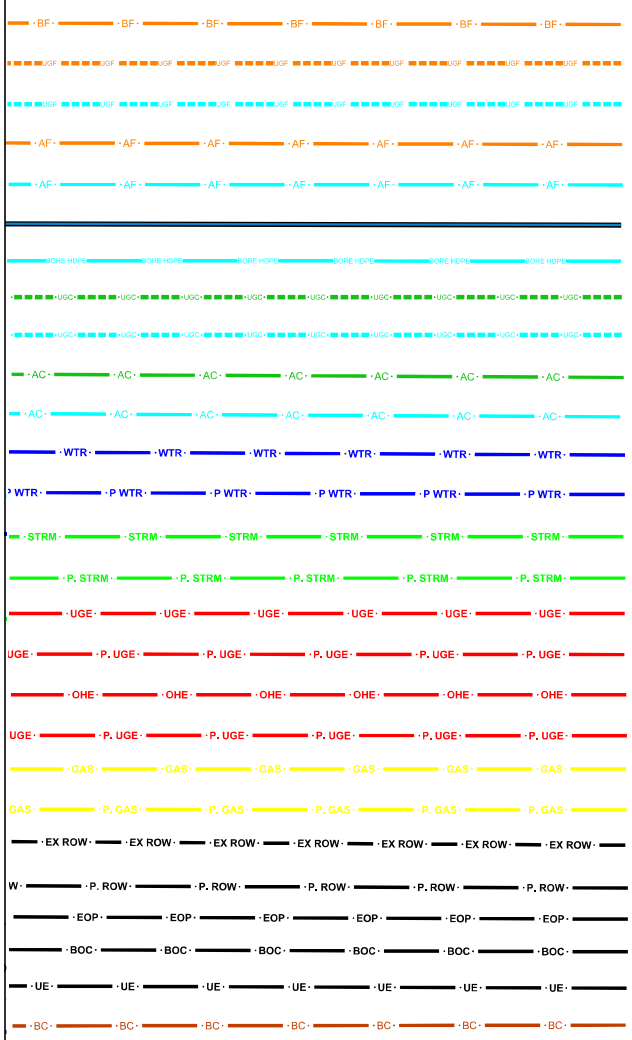
FRONTIER ENGINEER _____
FRONTIER INSTPECTOR _____
FRONTIER POINT OF CONTACT _____

frontier Communications

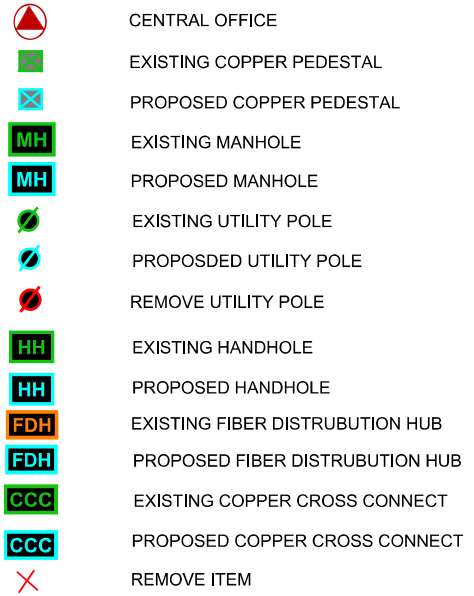
PROJECT NUMBER: 5397997		C.O. AREA: Buda EXCH. CODE: BUDATXXA
DRAWN DATE: 10/2025	TAX DISTRICT:	
	SCALE:	ENGR: ATCO / Stirrup PHONE: (210) 482-9084

LEGENDS

LINE TYPE LEGEND



ICON LEGEND



ATCO COMMUNICATIONS SERVICES, LLC
www.atcotelecom.com

Texas 811
Know what's below. Call before you dig.

TYPE OF PROJECT
SAFETY ☐ CIAC ☐ RDMV ☐ ETHERNET ☒ IOF ☐ FTTH ☐

PERMIT REQUIRED ☒ NO PERMIT REQUIRED ☐

TYPE OF PERMIT
CITY ☐ _____
COUNTY ☒ Hays County
STATE ☐ _____

LOCATES REQUIRED ☐
AIR SUPPORT REQUIRED ☐

FRONTIER ENGINEER _____
FRONTIER INSTPECTOR _____
FRONTIER POINT OF CONTACT _____

frontier Communications

PROJECT NUMBER: 5397997		C.O. AREA: Buda EXCH. CODE: BUDATXXA
DRAWN DATE: 10/2025	TAX DISTRICT:	
	SCALE:	ENGR: ATCO / Stirrup PHONE: (210) 482-9084

ATCO COMMUNICATIONS SERVICES, LLC
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SAFETY ☐ CIAC ☐ RDMV ☐ ETHERNET ☒ IOF ☐ FTTH ☐

PERMIT REQUIRED ☒ NO PERMIT REQUIRED ☐
TYPE OF PERMIT
CITY ☐ _____
COUNTY ☒ Hays County
STATE ☐ _____

LOCATES REQUIRED ☐
AIR SUPPORT REQUIRED ☐

FRONTIER ENGINEER _____
FRONTIER INSTPECTOR _____
FRONTIER POINT OF CONTACT _____

frontier Communications

PROJECT NUMBER: 5397997		C.O. AREA: Buda EXCH. CODE: BUDATXXA
DRAWN DATE: 10/2025	TAX DISTRICT:	
	SCALE:	ENGR: ATCO / Stirrup PHONE: (210) 482-9084

ATCO COMMUNICATIONS SERVICES, LLC
www.atcotelecom.com

Texas 811
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Call before you dig.

TYPE OF PROJECT
SAFETY ☐ CIAC ☐ RDMV ☐ ETHERNET ☒ IOF ☐ FTTH ☐

PERMIT REQUIRED ☒ NO PERMIT REQUIRED ☐
TYPE OF PERMIT
CITY ☐ _____
COUNTY ☒ Hays County
STATE ☐ _____

LOCATES REQUIRED ☐
AIR SUPPORT REQUIRED ☐

FRONTIER ENGINEER _____
FRONTIER INSTPECTOR _____
FRONTIER POINT OF CONTACT _____

frontier Communications

PROJECT NUMBER: 5397997		C.O. AREA: Buda EXCH. CODE: BUDATXXA
DRAWN DATE: 10/2025	TAX DISTRICT:	
	SCALE:	ENGR: ATCO / Stirrup PHONE: (210) 482-9084

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 09/30/2025 .

Utility Company Information:

Name: Centerpoint Energy
Address: 1111 Louisiana St Houston TX
Phone: 7132077663
Contact Name: Donald Whaley

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2025-10334-UTL
Type of Utility Service: Gas
Project Description:
Road Name(s): Windy Hill Rd from S Park Dr to Spanish Trails Blvd, Windy Hill Rd from S Park Dr to Spanish Trails Blvd
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 .

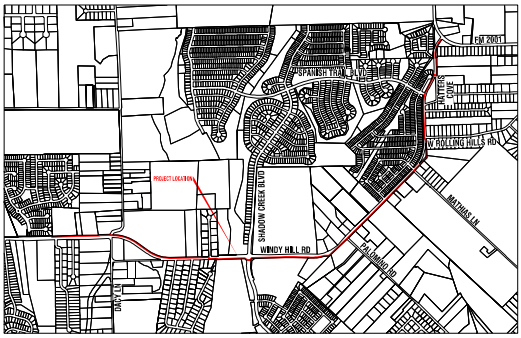
Signature Title Date

CenterPoint Energy

Texas Region - South Texas Gas Engineering

WINDY HILL ROAD
PROPOSED 6" AND 8" IP PLA
KYLE, HAYS COUNTY, TEXAS

PROJECT LIMITS: WINDY HILL ROAD
FROM SOUTH PARK DR TO SPANISH TRAILS BLVD



VICINITY MAP
NOT TO SCALE

SHEET INDEX

1. TITLE & GENERAL NOTES
2. OVERALL LAYOUT
3. PLAN SHEET 1
4. PLAN SHEET 2
5. PLAN SHEET 3
6. PLAN SHEET 4
7. PLAN SHEET 5
8. PLAN SHEET 6
9. PLAN SHEET 7
10. PLAN SHEET 8
11. CHANNEL CROSS SECTIONS
12. CASING VENT DETAILS

STAKING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97782371

GAS STAKING

JOB NO: _____ BY: _____ DATE: _____
ESMTS. (NO.-SY.-_____) ESMT. DOCUMENTS: _____
MONUMENTATION PNO.: _____ PLAT DETS. CP#-HC: _____
ESMTS. NEEDED AT: _____
_____
REMARKS, STAKING: _____ REASON: _____

PERMITS REQUIRED FOR CONSTRUCTION

- ☐ NO PERMITS REQUIRED: _____
- ☐ TxDOT: _____
- ☑ COUNTY: HAYS
- ☐ FLOOD CONTROL/DRAINAGE: _____
- ☐ RAILROAD: _____

GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAIN TAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. NOTIFY ONE-CALL (811) 48 HRS. PRIOR TO EXCAVATION AT 8164654297) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE. PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL, ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MAINS & SERVICES. REFER TO CONSTRUCTION SPECIFICATIONS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTIONS CS-4-1-330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PREPAINTED ASBESTOS CONTAINING MATERIAL.
7. TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-1-220 OF THE CONSTRUCTION & SERVICE MANUAL. PT LINE TEST PRESSURE TO BE 150 PSIG FOR 4 HOURS.
8. ALL SERVICE LINES MUST HAVE AN IPV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-TDRM 1-250 OF TYE CONSTRUCTION AND SERVICE MANUAL AND TPV SIZING CHART. •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CAT HODIC PROTECTION WITH THE CONVISION DEPARTMENT (JOE PELLEHAN 713-662-7211) AND RIGGING OF CASINGS WITH THE BORING CONTRACTOR PRIOR TO INSTALLING BORES.
10. DIMENSION ALL TEE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    - A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    - B. USE #12 TRACER WIRE FOR SHORT ROAD-UP TO 300' AND ALL OTHER NON-MORE INSTALLATIONS.
    - C. USE #10 TRACER WIRE FOR ALL BORES LONGER THAN 300'.
    - D. USE #8 TRACER WIRE AS NEEDED FOR LARGE MAIN CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

THE INFORMATION SHOWN IN THESE DRAWINGS WAS FURNISHED FROM RECORD DRAWINGS. ALL INFORMATION CONTAINING THE LOCATION OF EXISTING FACILITIES (UNDERGROUND AND TOP) IS NOT GUARANTEED TO BE ACCURATE. TO AVOID POSSIBLE DAMAGE, THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND EXPOSING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

PLEASE CONTACT ANTHUAN.TCC@CENTERPOINTENRGY.COM (713-207-5681) TO OBTAIN SWPPP STREET BINDERS.

CobbFendley
Texas Registered Engineering Firm F-1704
Texas Board of Professional Surveying Firm LS-100182-00
4424 W Sam Houston Parkway N. Suite 600
Houston, Texas 77041
713.462.2345 | fax 713.462.3982
www.cobbfendley.com

LEGEND AND NOTES

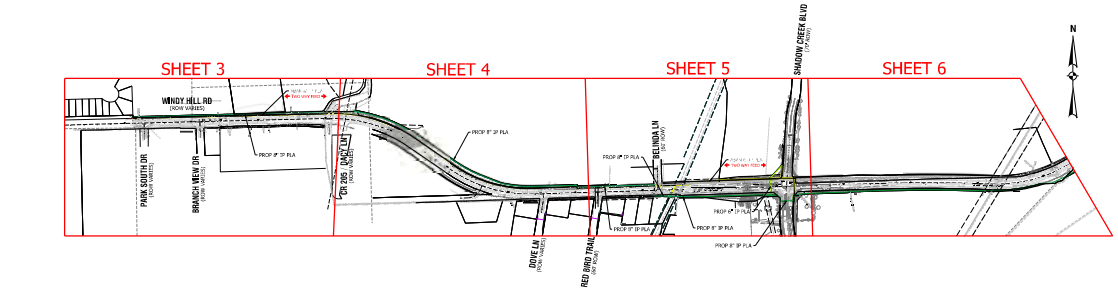
EXISTING MAIN	
PROP 8" IP PLA WO#: 97782370	10,001'
PROP 6" IP PLA WO#: 97782370	247'
PROP 4" IP PLA WO#: 97782370	117'
PROP 2" IP PLA WO#: 97782370	227'
PROP 8" HDPE CASING WO#: 97782370	227'
PROP 6" HDPE CASING WO#: 97782370	247'
PROP 8" HDPE CASING WO#: 97782370	60'
PROP 4" HDPE CASING WO#: 97782370	120'
PROP 2" HDPE CASING WO#: 97782370	40'
ABAN 6" IP PLA WO#: 97782370	60'
ABAN 8" IP PLA WO#: 97782370	4,550'
ABAN 4" IP PLA WO#: 97782370	1,542'
ABAN 2" IP PLA WO#: 97782370	60'
ABAN 6" HDPE CASING WO#: 97782370	60'
ABAN 8" HDPE CASING WO#: 97782370	227'
ABAN 4" HDPE CASING WO#: 97782370	120'
PROP TEST STATION	TOTAL NO OF SERVICES = 3
PROP LINE MARKER	SHORT SERVICES = 0
PROP GF ZINC ANODE	LONG SERVICES = 3
PROP MARKER BALL	
PROP LOCTEST POINT	

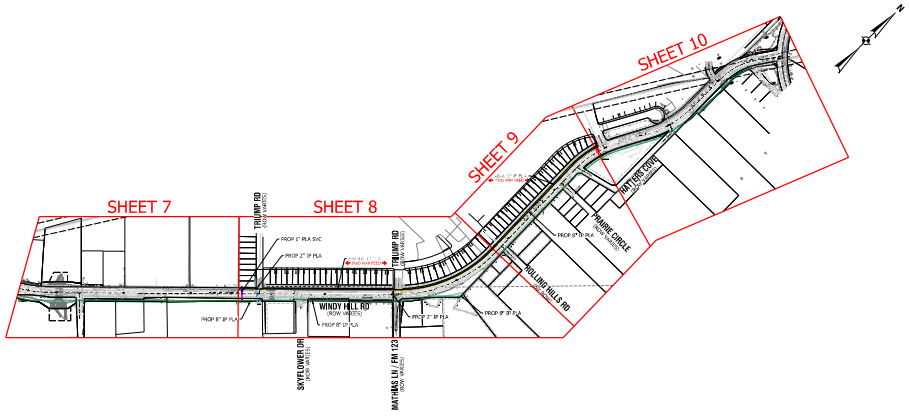
1	04/01/2025	MYNA	LAMBERT NA	E/N N	SCALE	TCM	SDC NA
DRAWN BY: ABEL AREPE	DATE: 03/31/25
APPROVED BY: TYLER BYRD	DATE: 04/09/25
CHECKED BY:	DATE:

WINDY HILL RD
PROP 6" AND 8 " PLA
TITLE & GENERAL NOTES
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region - South Texas Gas Engineering

Eng. Firm Registration No.	
Work Request No.	
Dwg. No.	1
Rev. No.	1
Project No.	ED3-211664





STAKING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97782378

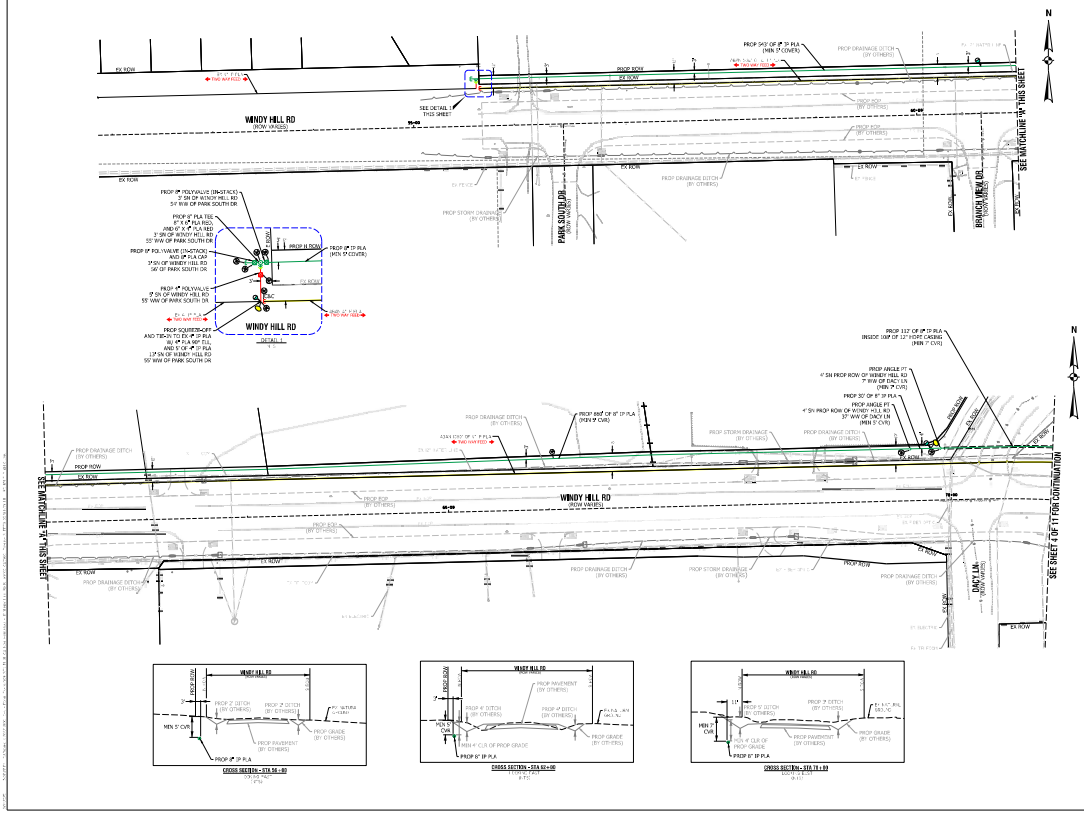
CobbFendley
Texas Registered Engineering Firm F-1704
Texas Board of Professional Surveying Firm LS-100182-00
4424 W Sam Houston Parkway N. Suite 600
Houston, Texas 77041
713.462.2345 | fax 713.462.3982
www.cobbfendley.com

1	04/01/2025	MYNA	LAMBERT NA	E/N N	SCALE	TCM	SDC NA
DRAWN BY: ABEL AREPE	DATE: 03/31/25
APPROVED BY: TYLER BYRD	DATE: 04/09/25
CHECKED BY:	DATE:

WINDY HILL RD
PROP 6" AND 8 " PLA
OVERALL LAYOUT
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region - South Texas Gas Engineering

Eng. Firm Registration No.	
Work Request No.	
Dwg. No.	2
Rev. No.	1
Project No.	ED3-211664



STAKING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97702371

CobbFendley
Texas Registered Engineering Firm F-2616
Texas Registered Surveying Firm 10194300
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
T 713.462.2692 | Fx 713.462.3282
www.cobbfendley.com

LEGEND AND NOTES

EXISTING MAIN

PROP 8" IP PLA WO#: 97702370	1,642'	TOTAL 14,041'
PROP 6" IP PLA WO#: 97702370	0'	TOTAL 248'
PROP 4" IP PLA WO#: 97702370	0'	TOTAL 112'
PROP 2" IP PLA WO#: 97702370	0'	TOTAL 222'
PROP 12" HDPC CASING WO#: 97702370	108'	TOTAL 939'
PROP 10" HDPC CASING WO#: 97702370	0'	TOTAL 218'
PROP 8" HDPC CASING WO#: 97702370	0'	TOTAL 94'
PROP 6" HDPC CASING WO#: 97702370	0'	TOTAL 128'
PROP 2" HDPC CASING WO#: 97702370	0'	TOTAL 48'
ABAN 6" IP PLA WO#: 97702370	0'	TOTAL 85'
ABAN 4" IP PLA WO#: 97702370	0'	TOTAL 4,398'
ABAN 2" IP PLA WO#: 97702370	1,934'	TOTAL 3,541'
ABAN 1" IP PLA WO#: 97702370	0'	TOTAL 88'
ABAN 12" HDPC CASING WO#: 97702370	0'	TOTAL 84'
ABAN 10" HDPC CASING WO#: 97702370	0'	TOTAL 297'
ABAN 8" HDPC CASING WO#: 97702370	0'	TOTAL 107'

PROP TEST STATION — TOTAL NO OF SERVICES = 0
PROP LINE MARKER — SHORT SERVICES = 0
PROP 54" ZINC ANODE — LONG SERVICES = 0
PROP MARKER BALL
PROP LOG/TEST POINT

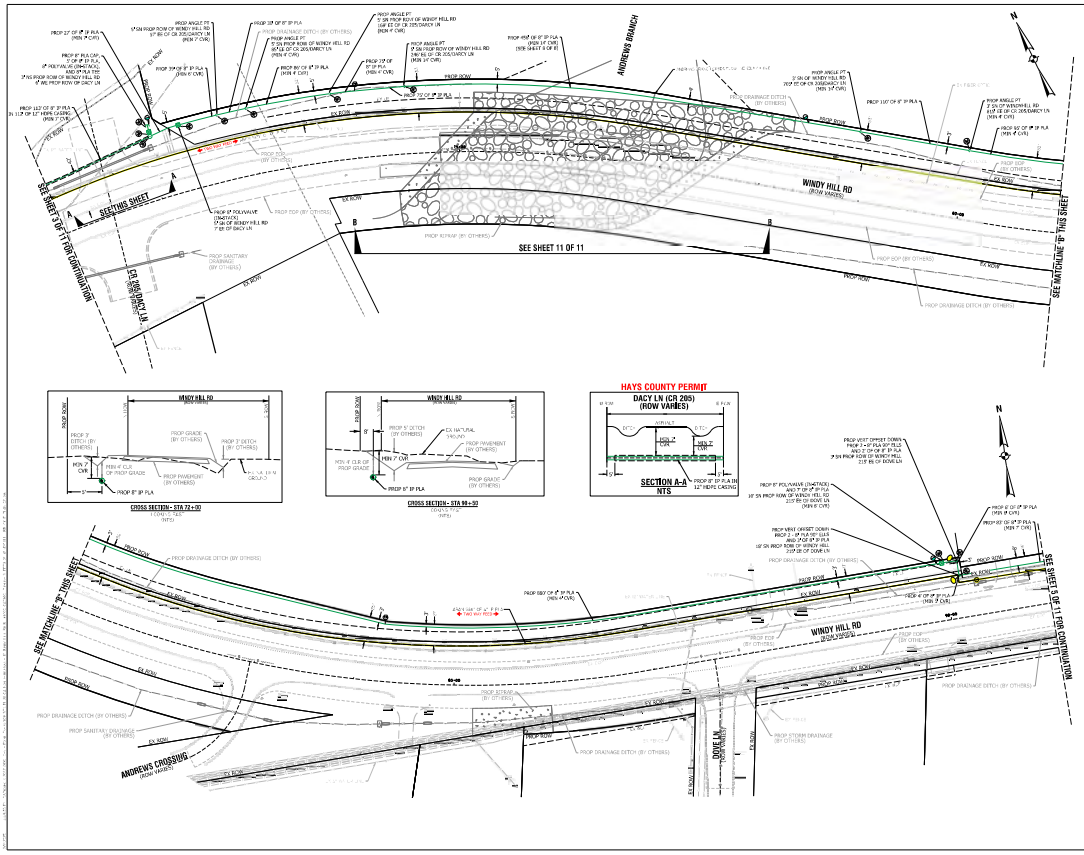
D.J.HARLTON	D.J.HARLTON	MPHAM	AMBERT NIA	E.N/A	S.N/A	T.C.B.I	EDC.NIA
DES. BY: D.J.H. & M.C.		DR. BY: M.P.					
CHK. BY: D.J.H.		CK. BY: D.J.H.					
W. RANGE: 1,000' & 2,000'		S. RANGE: 1"=20'					
** FOR ADDITIONAL SIGNATURES, SEE SHEET 2							

APPROVED BY: ABEL ARISPE	DATE: 01/31/25
APPROVED BY: TYLER BRIGG	DATE: 04/09/25
APPROVED BY:	DATE:

WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 1
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region • South Texas Gas Engineering

DESIGN:	DWG. NO. OF SHEETS: 11
DRAWN:	SHEET NO.: 1
CHECKED:	JOB NO.:
DATE:	PROJECT NO.: ED3-211664



STAKING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97702371

CobbFendley
Texas Registered Engineering Firm F-2616
Texas Registered Surveying Firm 10194300
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
T 713.462.2692 | Fx 713.462.3282
www.cobbfendley.com

LEGEND AND NOTES

EXISTING MAIN

PROP 8" IP PLA WO#: 97702370	2,210'	TOTAL 14,041'
PROP 6" IP PLA WO#: 97702370	0'	TOTAL 248'
PROP 4" IP PLA WO#: 97702370	0'	TOTAL 112'
PROP 2" IP PLA WO#: 97702370	0'	TOTAL 222'
PROP 12" HDPC CASING WO#: 97702370	214'	TOTAL 939'
PROP 10" HDPC CASING WO#: 97702370	0'	TOTAL 218'
PROP 8" HDPC CASING WO#: 97702370	0'	TOTAL 94'
PROP 6" HDPC CASING WO#: 97702370	0'	TOTAL 128'
PROP 2" HDPC CASING WO#: 97702370	0'	TOTAL 48'
ABAN 6" IP PLA WO#: 97702370	0'	TOTAL 85'
ABAN 4" IP PLA WO#: 97702370	0'	TOTAL 4,398'
ABAN 2" IP PLA WO#: 97702370	2,007'	TOTAL 3,541'
ABAN 1" IP PLA WO#: 97702370	0'	TOTAL 88'
ABAN 12" HDPC CASING WO#: 97702370	0'	TOTAL 84'
ABAN 10" HDPC CASING WO#: 97702370	0'	TOTAL 297'
ABAN 8" HDPC CASING WO#: 97702370	0'	TOTAL 108'

PROP TEST STATION — TOTAL NO OF SERVICES = 0
PROP LINE MARKER — SHORT SERVICES = 0
PROP 54" ZINC ANODE — LONG SERVICES = 0
PROP MARKER BALL
PROP LOG/TEST POINT

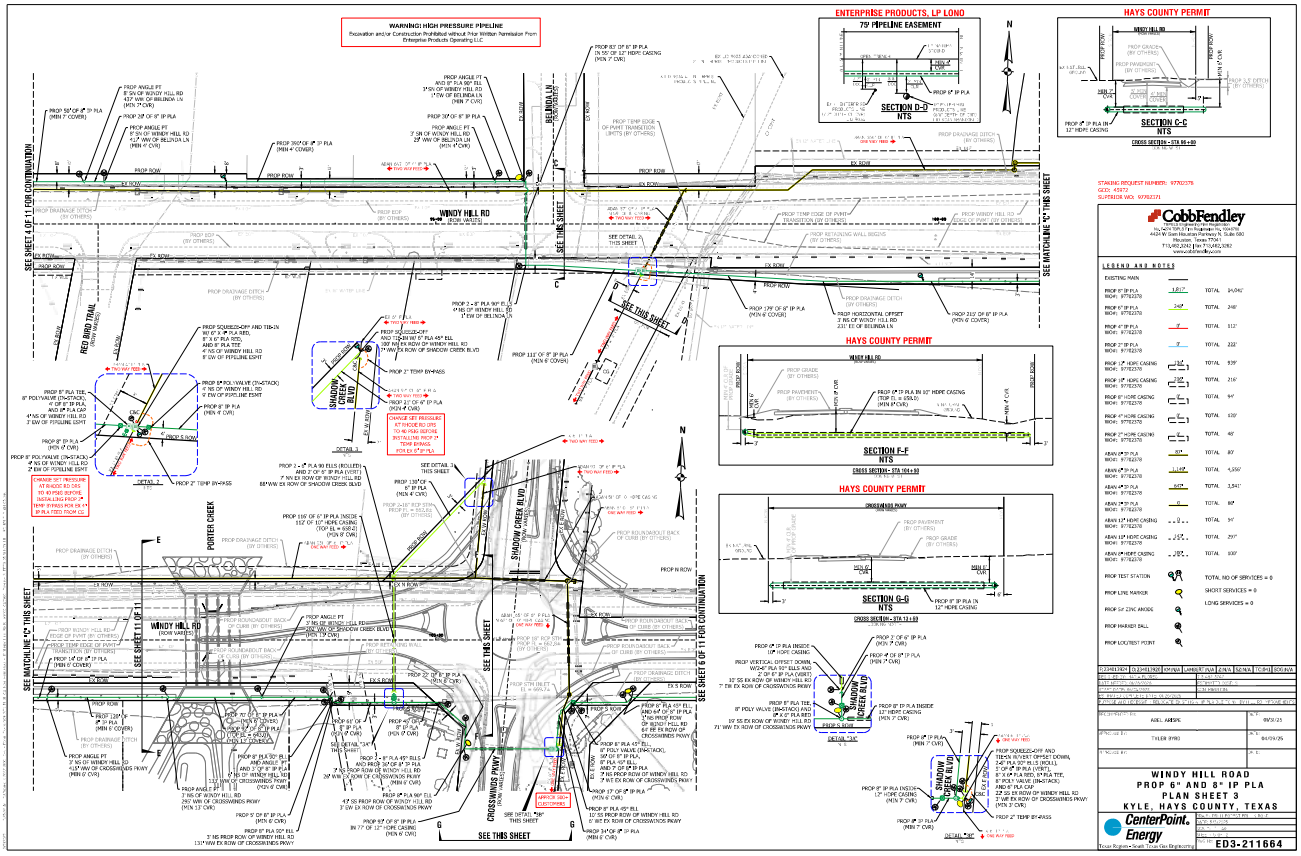
D.J.HARLTON	D.J.HARLTON	MPHAM	AMBERT NIA	E.N/A	S.N/A	T.C.B.I	EDC.NIA
DES. BY: D.J.H. & M.C.		DR. BY: M.P.					
CHK. BY: D.J.H.		CK. BY: D.J.H.					
W. RANGE: 1,000' & 2,000'		S. RANGE: 1"=20'					
** FOR ADDITIONAL SIGNATURES, SEE SHEET 2							

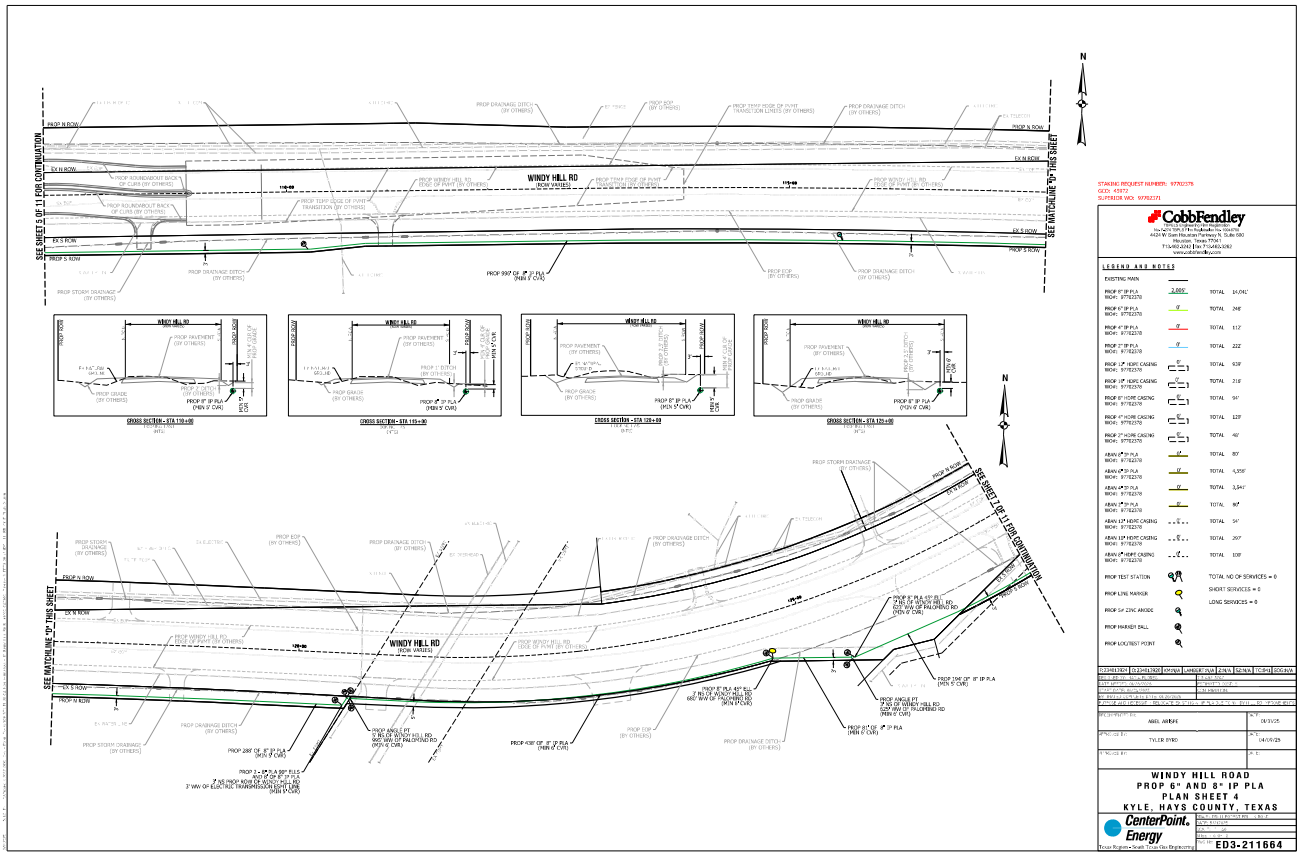
APPROVED BY: ABEL ARISPE	DATE: 01/31/25
APPROVED BY: TYLER BRIGG	DATE: 04/09/25
APPROVED BY:	DATE:

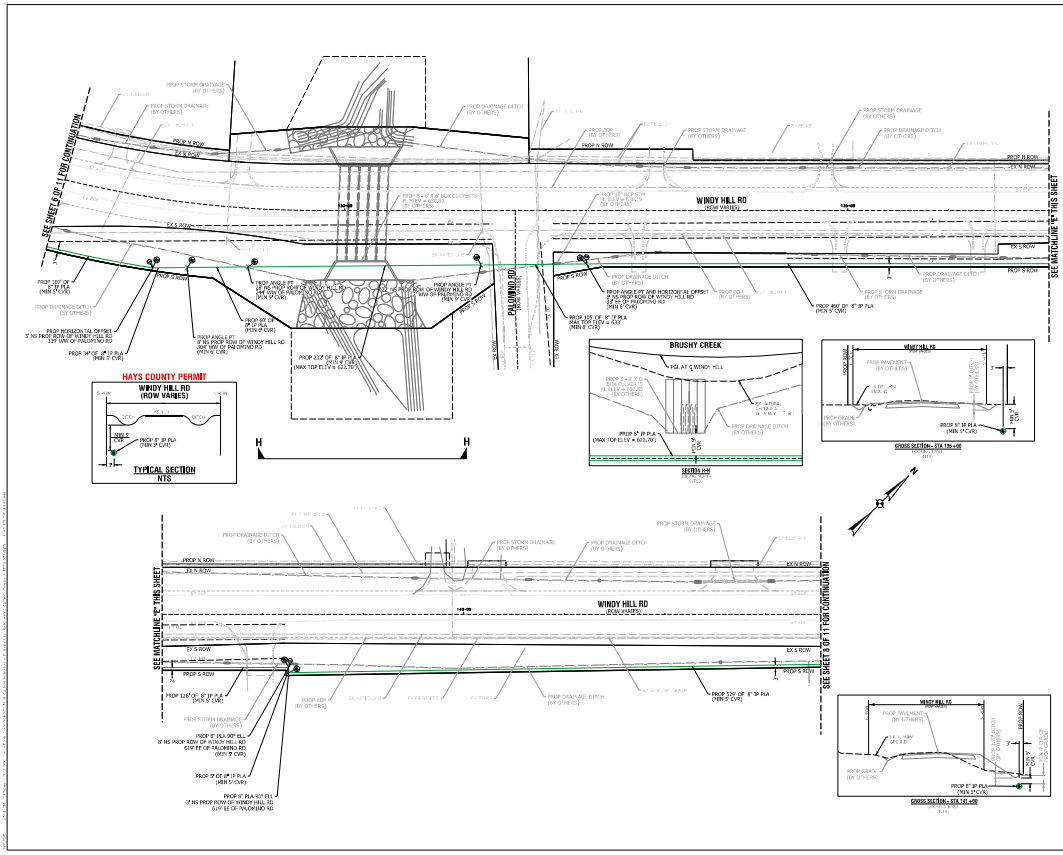
WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 2
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region • South Texas Gas Engineering

DESIGN:	DWG. NO. OF SHEETS: 11
DRAWN:	SHEET NO.: 2
CHECKED:	JOB NO.:
DATE:	PROJECT NO.: ED3-211664


WARNING: HIGH PRESSURE PIPELINE
Excavation and/or Construction Prohibited without Prior Written Notification From Enterprise Products Operating LLC
ENTERPRISE PRODUCTS, LP LONO
75' PIPELINE EASEMENT
SECTION D-D
NTS
HAYS COUNTY PERMIT
SECTION C-C
NTS
CROSS SECTION - STA 88+00
WINDY HILL RD
(ROW VARIES)
SEE THIS SHEET
SEE MATCHLINE "C" THIS SHEET
SEE SHEET 4 OF 11 FOR CONTINUATION
RED BIRD TRAIL
(PUBLIC ROAD)
SHADOW CREEK BLVD
(PUBLIC ROAD)
PORTER CREEK
CROSSWINDS PKWY
(PUBLIC ROAD)
HAYS COUNTY PERMIT
SECTION F-F
NTS
CROSS SECTION - STA 104+00
HAYS COUNTY PERMIT
SECTION G-G
NTS
CROSS SECTION - STA 13+00
SEE SHEET 6 OF 11 FOR CONTINUATION
SEE MATCHLINE "D" THIS SHEET
SEE SHEET 5 OF 11 FOR CONTINUATION
SEE MATCHLINE "E" THIS SHEET
SEE THIS SHEET
SEE DETAIL 1 THIS SHEET
SEE DETAIL 2 THIS SHEET
SEE DETAIL 3 THIS SHEET
CHANGE SET PRESSURE TO READ 80 PSIG TO 90 PSIG BEFORE INSTALLING PROP 8" TEMP BYPASS FOR 6" IP PLA FEED FROM LS
CHANGE SET PRESSURE TO READ 80 PSIG TO 90 PSIG BEFORE INSTALLING PROP 6" TEMP BYPASS FOR 4" IP PLA FEED FROM LS
STAGING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97702371
CobbFendley
Texas Registered Engineering Firm F-2616
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
713.462.3262 | fax 713.462.3282
www.cobbfendley.com
LEGEND AND NOTES
EXISTING MAIN
PROP 8" IP PLA
PROP 6" IP PLA
PROP 4" IP PLA
PROP 2" IP PLA
PROP 2" HDPE CASING
PROP 8" HDPE CASING
PROP 6" HDPE CASING
PROP 4" HDPE CASING
PROP 2" HDPE CASING
ABAN 6" IP PLA
ABAN 4" IP PLA
ABAN 2" IP PLA
ABAN 12" HDPE CASING
ABAN 10" HDPE CASING
ABAN 8" HDPE CASING
PROP TEST STATION
PROP LINE MARKER
PROP SP ZINC ANODE
PROP MARKER BALL
PROP LOCATEST POINT
TOTAL NO OF SERVICES = 0
SHORT SERVICES = 0
LONG SERVICES = 0
ABEL ARRUFE
TYLER BYRD
WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 3
KYLE, HAYS COUNTY, TEXAS
CenterPoint. Energy
Texas Region - South Texas Gas Engineering
ED3-211664


WINDY HILL RD
(ROW VARIES)
SEE SHEET 5 OF 11 FOR CONTINUATION
SEE MATCHLINE "D" THIS SHEET
SEE SHEET 7 OF 11 FOR CONTINUATION
SEE MATCHLINE "D" THIS SHEET
CROSS SECTION - STA 119+00
CROSS SECTION - STA 119+30
CROSS SECTION - STA 120+00
CROSS SECTION - STA 120+60
STAGING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97702371
CobbFendley
Texas Registered Engineering Firm F-2616
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
713.462.3262 | fax 713.462.3282
www.cobbfendley.com
LEGEND AND NOTES
EXISTING MAIN
PROP 8" IP PLA
PROP 6" IP PLA
PROP 4" IP PLA
PROP 2" IP PLA
PROP 2" HDPE CASING
PROP 8" HDPE CASING
PROP 6" HDPE CASING
PROP 4" HDPE CASING
PROP 2" HDPE CASING
ABAN 6" IP PLA
ABAN 4" IP PLA
ABAN 2" IP PLA
ABAN 12" HDPE CASING
ABAN 10" HDPE CASING
ABAN 8" HDPE CASING
PROP TEST STATION
PROP LINE MARKER
PROP SP ZINC ANODE
PROP MARKER BALL
PROP LOCATEST POINT
TOTAL NO OF SERVICES = 0
SHORT SERVICES = 0
LONG SERVICES = 0
ABEL ARRUFE
TYLER BYRD
WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 4
KYLE, HAYS COUNTY, TEXAS
CenterPoint. Energy
Texas Region - South Texas Gas Engineering
ED3-211664



STAKING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97702371

CobbFendley
Austin | San Antonio | Houston
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
713.462.2692 | fax 713.462.3282
www.cobbfendley.com

LEGEND AND NOTES

EXISTING MAIN		
PROP 8" IP PLA MDW: 97702378	LSSP	TOTAL 14,041'
PROP 6" IP PLA MDW: 97702378	LP	TOTAL 248'
PROP 4" IP PLA MDW: 97702378	LP	TOTAL 112'
PROP 2" IP PLA MDW: 97702378	LP	TOTAL 222'
PROP 2" HDPE CASING MDW: 97702378	HP	TOTAL 638'
PROP 3" HDPE CASING MDW: 97702378	HP	TOTAL 218'
PROP 8" HDPE CASING MDW: 97702378	HP	TOTAL 94'
PROP 4" HDPE CASING MDW: 97702378	HP	TOTAL 228'
PROP 2" HDPE CASING MDW: 97702378	HP	TOTAL 48'
ABAN 6" IP PLA MDW: 97702378	LP	TOTAL 80'
ABAN 8" IP PLA MDW: 97702378	LP	TOTAL 4,958'
ABAN 2" IP PLA MDW: 97702378	LP	TOTAL 3,941'
ABAN 3" IP PLA MDW: 97702378	LP	TOTAL 80'
ABAN 12" HDPE CASING MDW: 97702378	HP	TOTAL 94'
ABAN 10" HDPE CASING MDW: 97702378	HP	TOTAL 260'
ABAN 4" HDPE CASING MDW: 97702378	HP	TOTAL 108'
PROP TEST STATION		TOTAL NO OF SERVICES = 0
PROP LINE MARKER		SHORT SERVICES = 0
PROP GF ZINC ANODE		LONG SERVICES = 0
PROP MARKER BALL		
PROP LOG/TEST POINT		

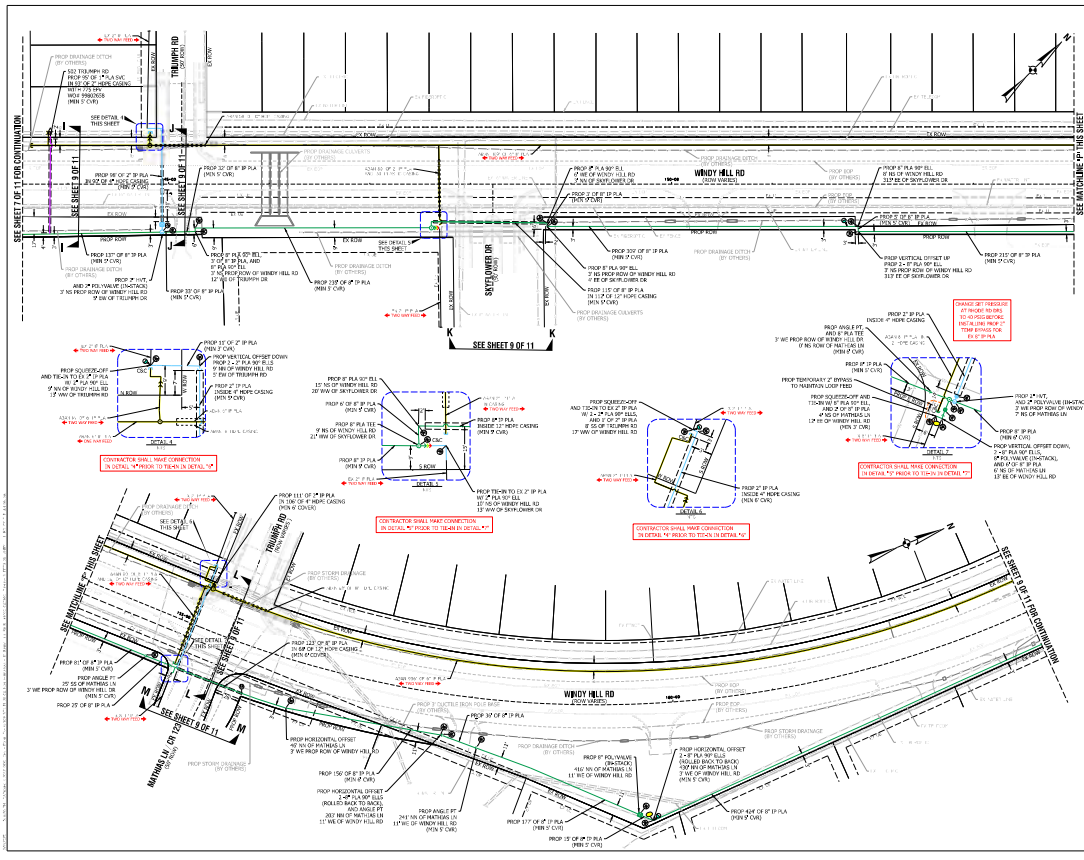
0	2/14/2025	0	2/14/2025	MYNJA	LAMBERT NAD	83NA	SCALE:	1"=40'
REV.	DATE	BY	DATE	CHKD	COORD SYS		SHEET	6 OF 11
DESIGNED BY:					DATUM		DWG NO.	
DRAWN BY:					SURVEY CONTROL			
CHECKED BY:					ALL BEARINGS AND DISTANCES SHOWN ARE GRID. ALL DISTANCES ARE SURFACE UNLESS NOTED.			

DESIGNED BY:	ABEL ARISPE	09/30/25
DRAWN BY:	TYLER BYRD	04/09/25
CHECKED BY:		

WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 5
KYLE, HAYS COUNTY, TEXAS

CenterPoint. Energy
Texas Region • South Texas Gas Engineering

Eng. Firm Registration	
Eng. Firm Name	
Eng. Firm Address	
Eng. Firm Phone	
Eng. Firm Email	
Eng. Firm Web	
Project No.	ED3-211664



STAKING REQUEST NUMBER: 97702378
GCO: 45972
SUPERIOR WO: 97702371

CobbFendley
Austin | San Antonio | Houston
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
713.462.2692 | fax 713.462.3282
www.cobbfendley.com

LEGEND AND NOTES

EXISTING MAIN		
PROP 8" IP PLA MDW: 97702378	LSSP	TOTAL 14,041'
PROP 6" IP PLA MDW: 97702378	LP	TOTAL 248'
PROP 4" IP PLA MDW: 97702378	LP	TOTAL 112'
PROP 2" IP PLA MDW: 97702378	LP	TOTAL 222'
PROP 2" HDPE CASING MDW: 97702378	HP	TOTAL 920'
PROP 3" HDPE CASING MDW: 97702378	HP	TOTAL 218'
PROP 8" HDPE CASING MDW: 97702378	HP	TOTAL 94'
PROP 4" HDPE CASING MDW: 97702378	HP	TOTAL 120'
PROP 2" HDPE CASING MDW: 97702378	HP	TOTAL 48'
ABAN 6" IP PLA MDW: 97702378	LP	TOTAL 80'
ABAN 8" IP PLA MDW: 97702378	LP	TOTAL 4,958'
ABAN 2" IP PLA MDW: 97702378	LP	TOTAL 3,941'
ABAN 3" IP PLA MDW: 97702378	LP	TOTAL 80'
ABAN 12" HDPE CASING MDW: 97702378	HP	TOTAL 94'
ABAN 10" HDPE CASING MDW: 97702378	HP	TOTAL 260'
ABAN 4" HDPE CASING MDW: 97702378	HP	TOTAL 108'
PROP TEST STATION		
PROP LINE MARKER		TOTAL NO OF SERVICES = 1
PROP GF ZINC ANODE		SHORT SERVICES = 0
PROP MARKER BALL		LONG SERVICES = 1
PROP LOG/TEST POINT		

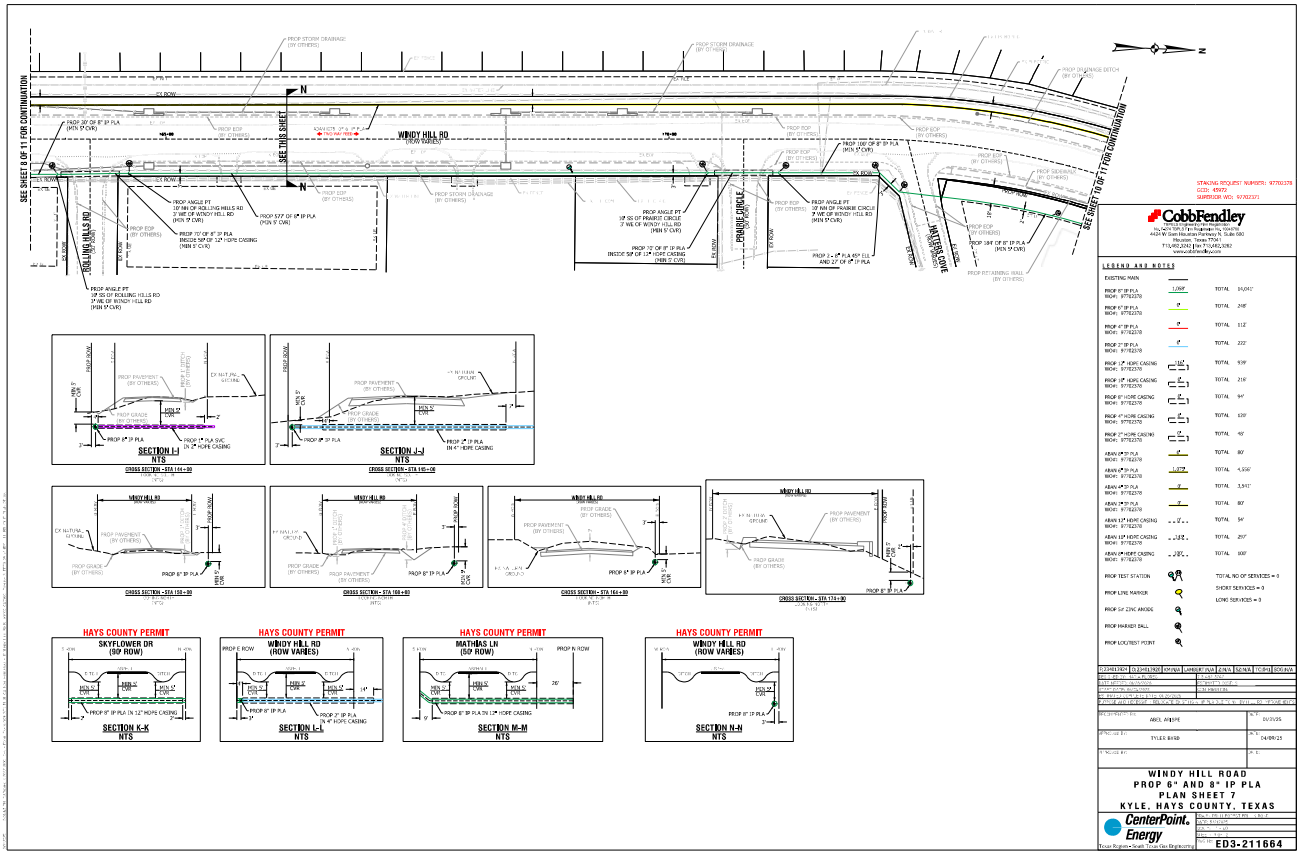
0	2/14/2025	0	2/14/2025	MYNJA	LAMBERT NAD	83NA	SCALE:	1"=40'
REV.	DATE	BY	DATE	CHKD	COORD SYS		SHEET	7 OF 11
DESIGNED BY:					DATUM		DWG NO.	
DRAWN BY:					SURVEY CONTROL			
CHECKED BY:					ALL BEARINGS AND DISTANCES SHOWN ARE GRID. ALL DISTANCES ARE SURFACE UNLESS NOTED.			

DESIGNED BY:	ABEL ARISPE	09/30/25
DRAWN BY:	TYLER BYRD	04/09/25
CHECKED BY:		

WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 6
KYLE, HAYS COUNTY, TEXAS

CenterPoint. Energy
Texas Region • South Texas Gas Engineering

Eng. Firm Registration	
Eng. Firm Name	
Eng. Firm Address	
Eng. Firm Phone	
Eng. Firm Email	
Eng. Firm Web	
Project No.	ED3-211664



STAKING REQUEST NUMBER: 97703378
GCD: 45972
SUPERIOR WO: 97703371

CobbFendley
Texas Registered Engineering Firm F-2487
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
713.992.2010 | fax 713.462.3282
www.cobbfendley.com

LEGEND AND NOTES

EXISTING MAIN		
PROP 8" IP PLA WO#: 97702370	1,068'	TOTAL 14,041'
PROP 6" IP PLA WO#: 97702370	0'	TOTAL 248'
PROP 4" IP PLA WO#: 97702370	0'	TOTAL 112'
PROP 2" IP PLA WO#: 97702370	0'	TOTAL 222'
PROP 2" HDPE CASING WO#: 97702370	140'	TOTAL 939'
PROP 8" HDPE CASING WO#: 97702370	0'	TOTAL 216'
PROP 6" HDPE CASING WO#: 97702370	0'	TOTAL 94'
PROP 4" HDPE CASING WO#: 97702370	0'	TOTAL 109'
PROP 2" HDPE CASING WO#: 97702370	0'	TOTAL 48'
ABAN 6" IP PLA WO#: 97702370	0'	TOTAL 80'
ABAN 8" IP PLA WO#: 97702370	1,077'	TOTAL 4,550'
ABAN 6" IP PLA WO#: 97702370	0'	TOTAL 3,941'
ABAN 2" IP PLA WO#: 97702370	0'	TOTAL 80'
ABAN 12" HDPE CASING WO#: 97702370	0'	TOTAL 94'
ABAN 8" HDPE CASING WO#: 97702370	140'	TOTAL 293'
ABAN 4" HDPE CASING WO#: 97702370	280'	TOTAL 800'
PROP TEST STATION		TOTAL NO OF SERVICES = 0
PROP LINE MARKER		SHORT SERVICES = 0
PROP SA ZINC ANODE		LONG SERVICES = 0
PROP MARKER BALL		
PROP LOG/TEST POINT		

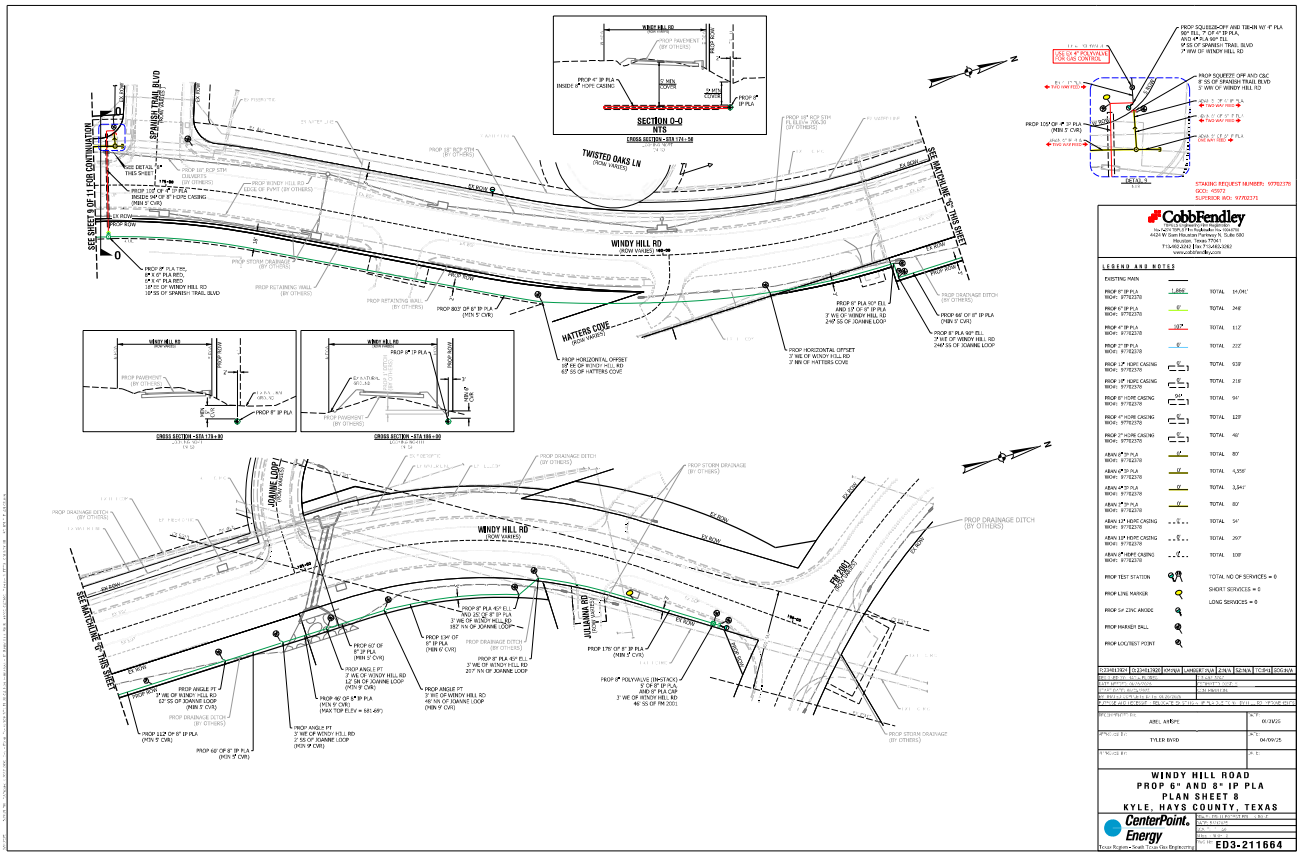
DESIGNED BY	DRAWN BY	APPVD	AMBER PVA	DATE	SCALE	TOB#	EOG #VA
DES. AMBER PVA, PE	DRAWN BY: TYLER BYRD						
DES. AMBER PVA, PE	CHECKED BY: ABEL ARISPE						
W. WELLS, CFM, E.I.T.	W. WELLS, CFM, E.I.T.						
PROP. WO / PROJ. NO.	97702370						

APPROVED BY:	ABEL ARISPE	DATE 01/31/25
APPROVED BY:	TYLER BYRD	DATE 04/09/25
APPROVED BY:		DATE

WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 7
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region • South Texas Gas Engineering

Engr. Dir.	
Engr. Mgr.	
Engr. Supv.	
Engr. Lead	
Proj. No.	ED3-211664



STAKING REQUEST NUMBER: 97702378
GCD: 45972
SUPERIOR WO: 97703371

CobbFendley
Texas Registered Engineering Firm F-2487
4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041
713.992.2010 | fax 713.462.3282
www.cobbfendley.com

LEGEND AND NOTES

EXISTING MAIN		
PROP 8" IP PLA WO#: 97702370	1,862'	TOTAL 14,041'
PROP 6" IP PLA WO#: 97702370	0'	TOTAL 248'
PROP 4" IP PLA WO#: 97702370	107'	TOTAL 112'
PROP 2" IP PLA WO#: 97702370	0'	TOTAL 222'
PROP 2" HDPE CASING WO#: 97702370	0'	TOTAL 939'
PROP 8" HDPE CASING WO#: 97702370	0'	TOTAL 216'
PROP 6" HDPE CASING WO#: 97702370	0'	TOTAL 94'
PROP 4" HDPE CASING WO#: 97702370	0'	TOTAL 109'
PROP 2" HDPE CASING WO#: 97702370	0'	TOTAL 48'
ABAN 6" IP PLA WO#: 97702370	0'	TOTAL 80'
ABAN 8" IP PLA WO#: 97702370	0'	TOTAL 4,550'
ABAN 6" IP PLA WO#: 97702370	0'	TOTAL 3,941'
ABAN 2" IP PLA WO#: 97702370	0'	TOTAL 80'
ABAN 12" HDPE CASING WO#: 97702370	0'	TOTAL 94'
ABAN 8" HDPE CASING WO#: 97702370	0'	TOTAL 293'
ABAN 4" HDPE CASING WO#: 97702370	0'	TOTAL 108'
PROP TEST STATION		TOTAL NO OF SERVICES = 0
PROP LINE MARKER		SHORT SERVICES = 0
PROP SA ZINC ANODE		LONG SERVICES = 0
PROP MARKER BALL		
PROP LOG/TEST POINT		

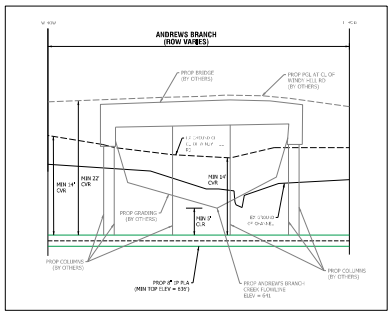
DESIGNED BY	DRAWN BY	APPVD	AMBER PVA	DATE	SCALE	TOB#	EOG #VA
DES. AMBER PVA, PE	DRAWN BY: TYLER BYRD						
DES. AMBER PVA, PE	CHECKED BY: ABEL ARISPE						
W. WELLS, CFM, E.I.T.	W. WELLS, CFM, E.I.T.						
PROP. WO / PROJ. NO.	97702370						

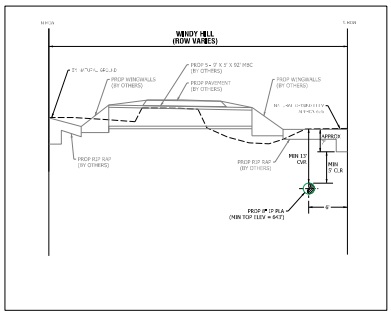
APPROVED BY:	ABEL ARISPE	DATE 01/31/25
APPROVED BY:	TYLER BYRD	DATE 04/09/25
APPROVED BY:		DATE

WINDY HILL ROAD
PROP 6" AND 8" IP PLA
PLAN SHEET 8
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region • South Texas Gas Engineering

Engr. Dir.	
Engr. Mgr.	
Engr. Supv.	
Engr. Lead	
Proj. No.	ED3-211664





CobbFendley

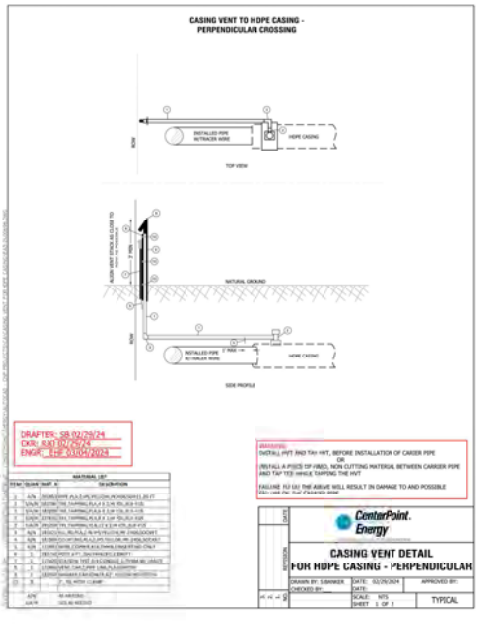
02/03/2024	03/06/2024	MYNA	LANDSCAPE PLAN	2 N/A	3 N/A	4 N/A	5 ROW

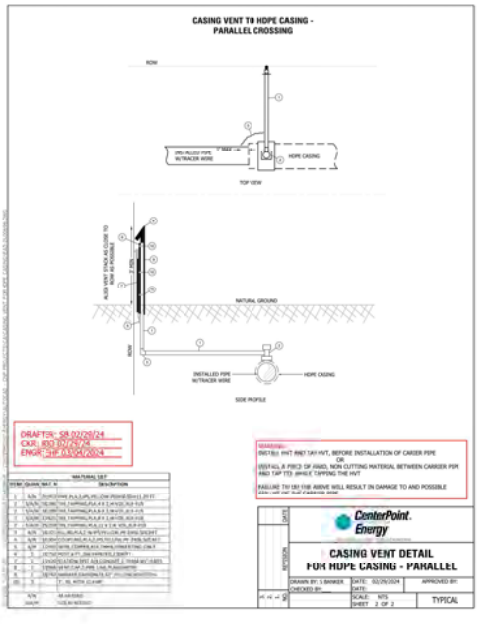
ABEL ARISPE	09/30/25
TYLER BYRD	04/09/25

WINDY HILL ROAD
PROP 6" AND 8" IP PLA
CHANNEL CROSS SECTIONS
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region • South Texas Gas Engineering

ED3-211664





CobbFendley

02/03/2024	03/06/2024	MYNA	LANDSCAPE PLAN	2 N/A	3 N/A	4 N/A	5 ROW

ABEL ARISPE	09/30/25
TYLER BYRD	04/09/25

WINDY HILL ROAD
PROP 6" AND 8" IP PLA
CASING VENT DETAILS
KYLE, HAYS COUNTY, TEXAS

CenterPoint Energy
Texas Region • South Texas Gas Engineering

ED3-211664

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 06/01/2026 .

Utility Company Information:

Name: City of Dripping Springs
Address: 511 Mercer St Dripping Springs TX
Phone: 5128584725
Contact Name: Gray Lahrman

Engineer / Contractor Information:

Name: Burgess & Niple, Inc.
Address: 235 Ledge Stone Drive Austin TX 78737
Phone: 5056955871
Contact Name: Alicia Gonzales

Hays County Information:

Utility Permit Number: TRN-2025-10397-UTL
Type of Utility Service: Treated Effluent Discharge Line
Project Description:
Road Name(s): Waters View Ct
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 .

Signature Title Date

BURGESS & NIPLE

CITY OF DRIPPING SPRINGS

SITE PLAN

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 05/08/2026 .

Utility Company Information:

Name: Frontier Communications
Address: 3827 Morse St Denton TX
Phone: 2142828811
Contact Name: Korey Childs

Engineer / Contractor Information:

Name: Wise Connect
Address: 99 Dupree Dr Buda TX 78610
Phone: 5127574302
Contact Name: Clint West

Hays County Information:

Utility Permit Number: TRN-2025-10407-UTL
Type of Utility Service: Fiber Optic
Project Description:
Road Name(s): Cypress Rs / CR-225, Pump House Rd / CO RD 135, Melinda Ln, Old Stagecoach Rd / CO RD 136, W Center St
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 .

Signature Title Date

CONSTRUCTION PACKAGE

FDH - 101 CYPRESS FOREST DR
PUMP HOUSE RD & CYPRESS RD
KYLE, TX 78640

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-9882 sixty (60) days prior to need of service in order to confirm compliance,order materials,and schedule work forces. NOTE; FRONTIER COMMUNICATIONS,INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40,TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of forty-eight (48) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

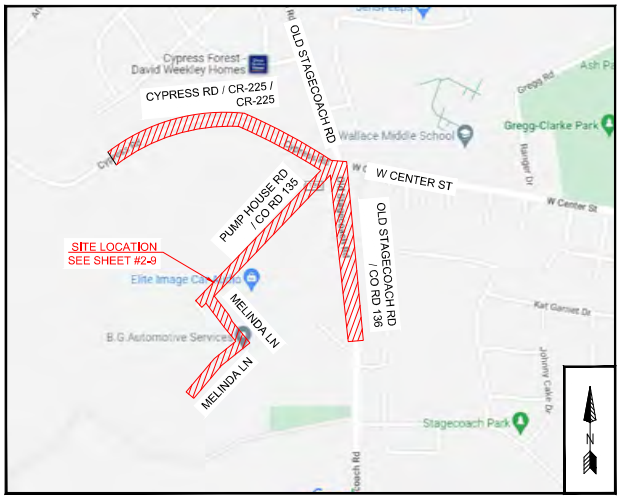
PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT: CITY LIMITS

PATH FOOTAGE: BORE = 5058'

MATERIALS:
(3) NEW 2'X3' HH
(16) NEW 17"X30" HH
(6) NEW 11"X11"X16" DROP BOX
4714' OF (1)-1.25" DUCT
344' OF (2)-1.25" DUCTS

811 Know what's below. Call before you dig.



VICINITY MAP
NTS

-HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
-ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCS.
-FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.

ABBREVIATIONS

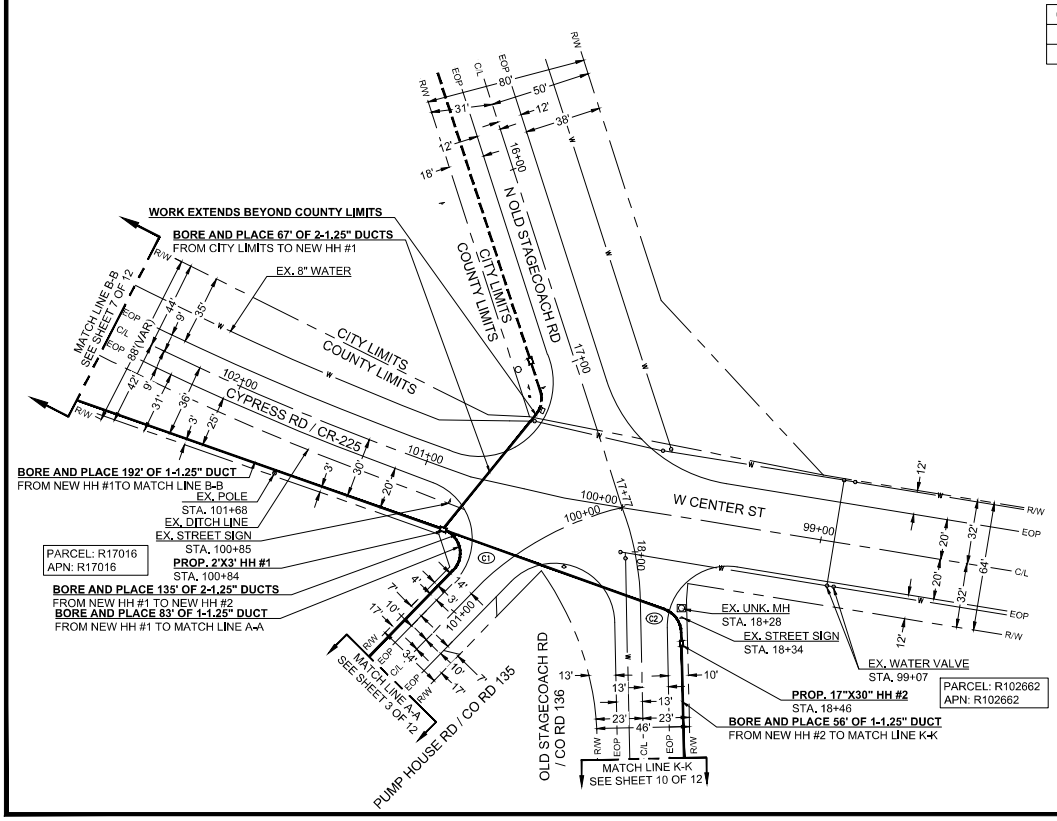
BLDG	BUILDING	PED	PEDESTA.L (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	R/W	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	EOP	EDGE OF PAVEMENT
		C/G	CURB WITH GUTTER

LEGEND
- New Trench
- New Bore
- Existing Gas
- Existing Water
- Existing Telephone
- Existing Sewer
- Existing Storm Drain
- Existing Electric
- Existing Manhole
- Existing Handhole (2'x3' or 17"x30")
- DSLAM
- X-CONNECT
- POWER PEDESTAL
- TELCO PEDESTAL
- 3' X 5' PULL BOX
- POLE

Frontier COMMUNICATIONS

JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 1 OF 12

CURVE	RADIUS	LENGTH	DELTA
C1	12.5'	24'	108°
C2	12.5'	15'	69°



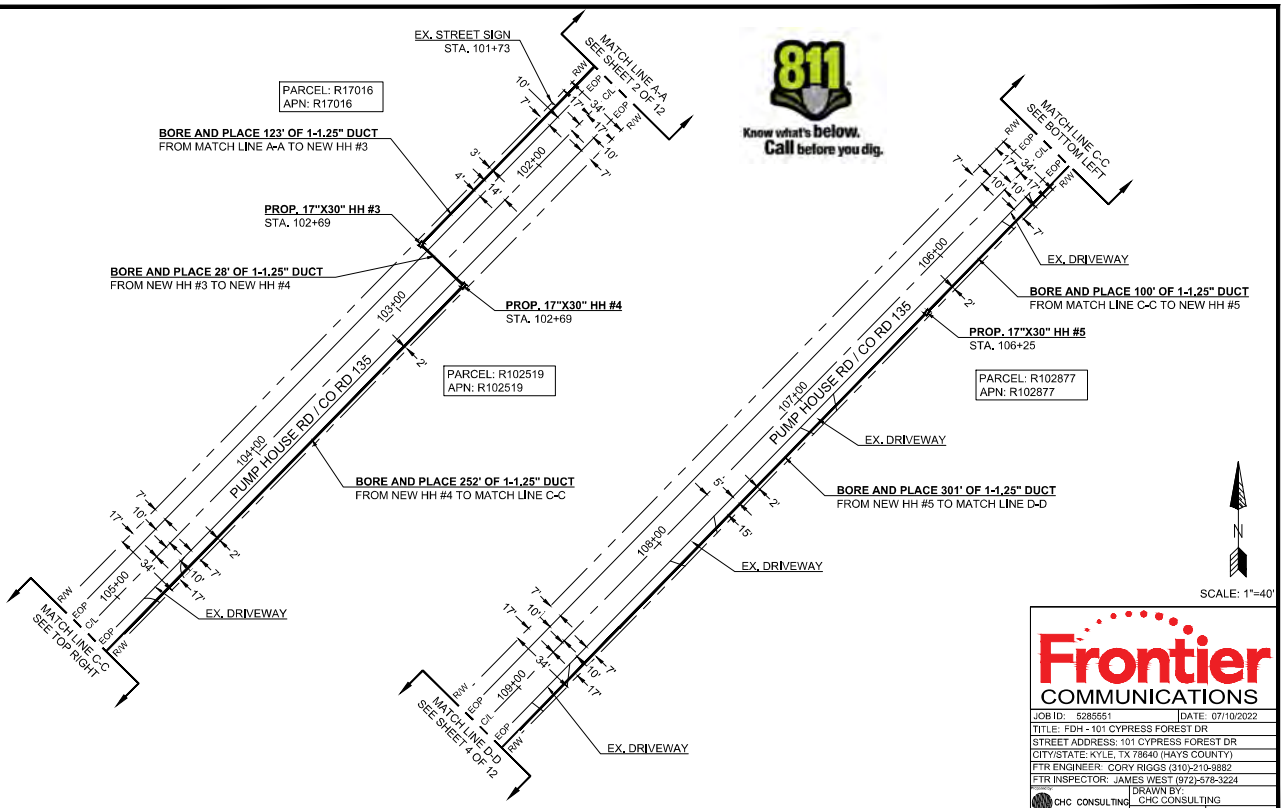
811 Know what's below. Call before you dig.

N

SCALE: 1"=40'

Frontier COMMUNICATIONS

JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 2 OF 12

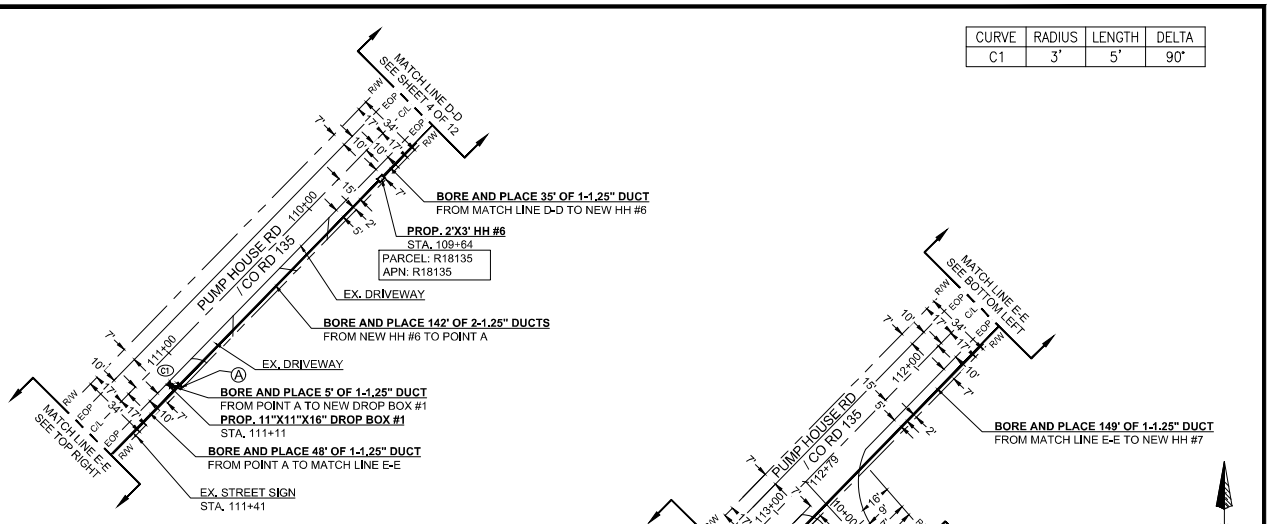


Know what's below. Call before you dig.

Frontier COMMUNICATIONS

JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 3 OF 12

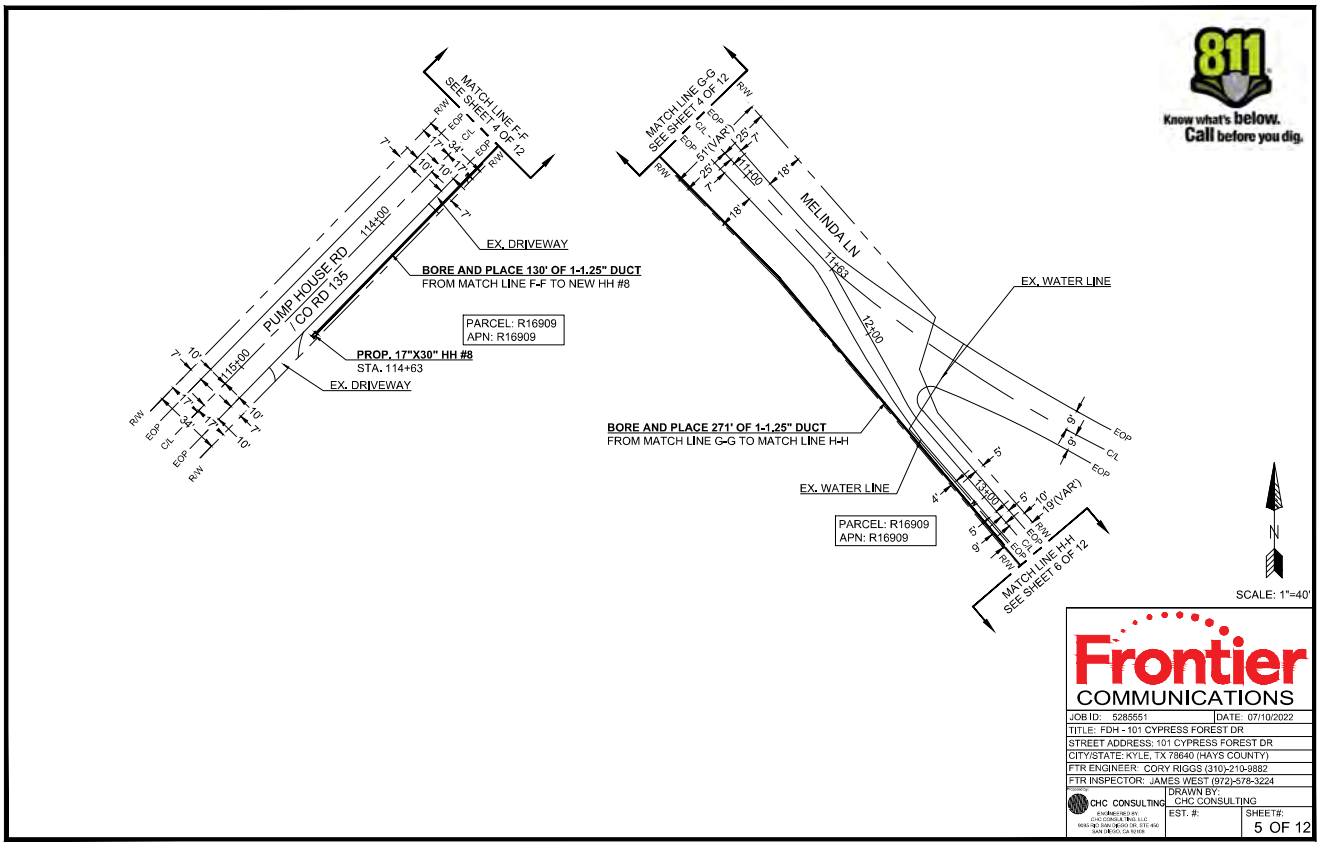
CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°

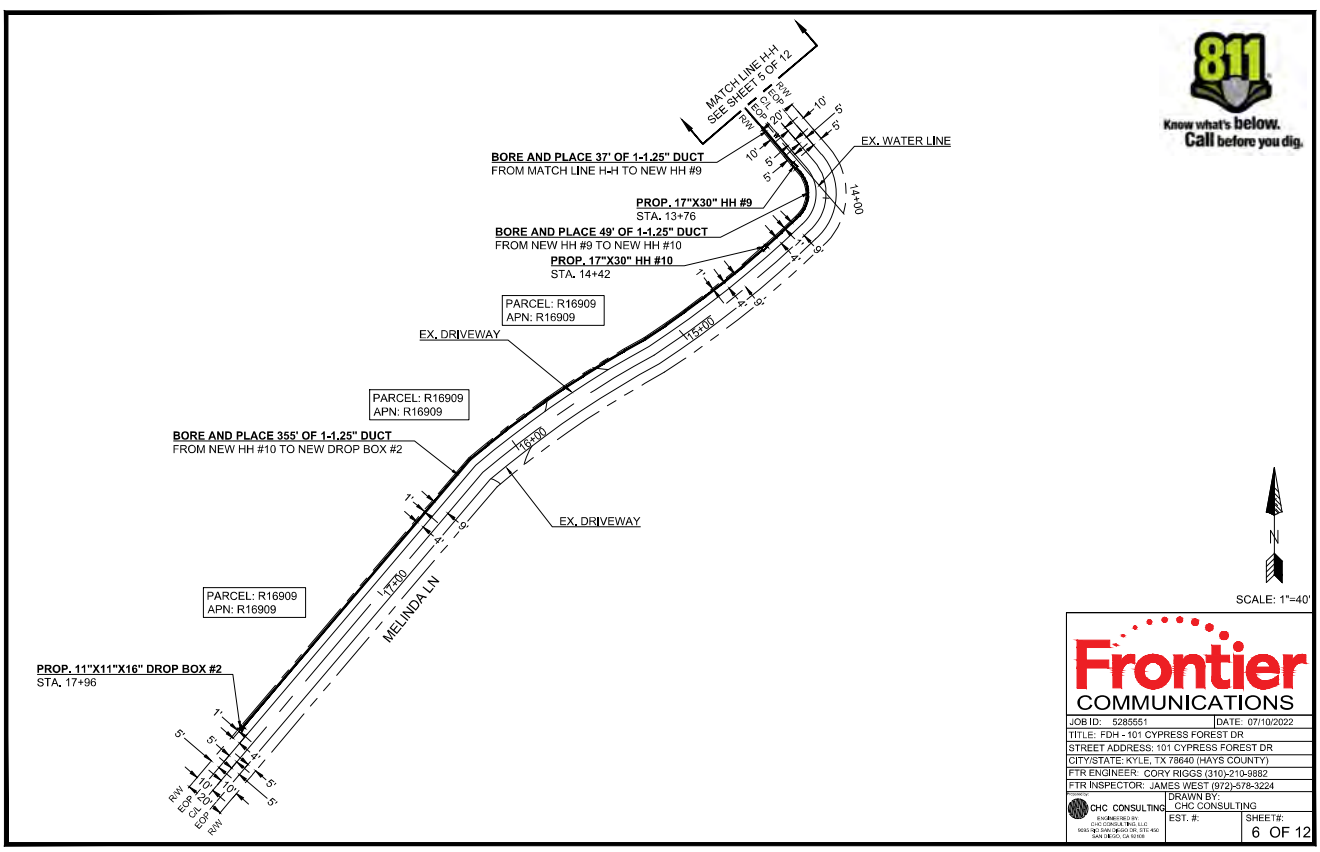


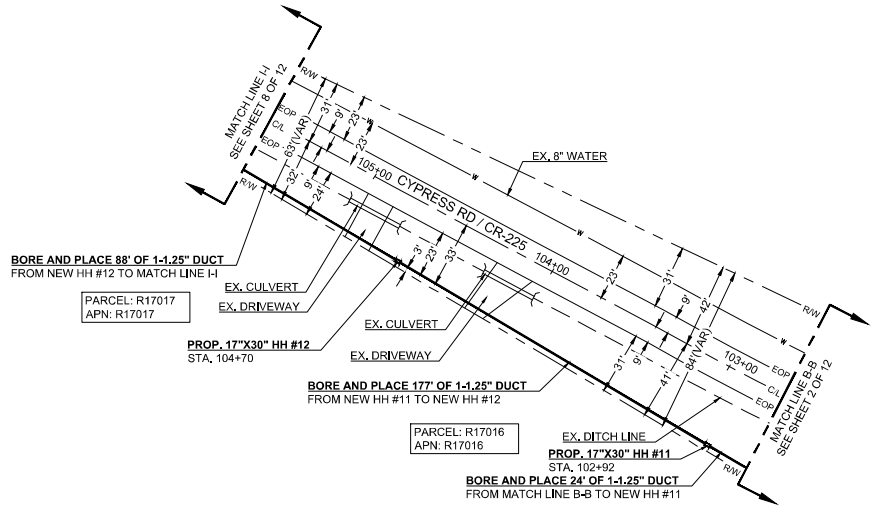
Know what's below. Call before you dig.

Frontier COMMUNICATIONS

JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 4 OF 12


MATCH LINE F-F
SEE SHEET 4 OF 12
PUMP HOUSE RD
/ CO RD 135
114+00
115+00
EX. DRIVEWAY
BORE AND PLACE 130' OF 1-1.25" DUCT
FROM MATCH LINE F-F TO NEW HH #8
PARCEL: R16909
APN: R16909
PROP. 17"X30" HH #8
STA. 114+63
EX. DRIVEWAY
MATCH LINE G-G
SEE SHEET 4 OF 12
MELINDA LN
11+63
12+00
EX. WATER LINE
BORE AND PLACE 271' OF 1-1.25" DUCT
FROM MATCH LINE G-G TO MATCH LINE H-H
EX. WATER LINE
PARCEL: R16909
APN: R16909
13+00
MATCH LINE H-H
SEE SHEET 6 OF 12
SCALE: 1"=40'
Frontier
COMMUNICATIONS
JOB ID: 5285551
DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR
STREET ADDRESS: 101 CYPRESS FOREST DR
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310)-210-9882
FTR INSPECTOR: JAMES WEST (972)-578-3224
CHC CONSULTING
DRAWN BY:
CHC CONSULTING
EST. #:
SHEET#:
5 OF 12

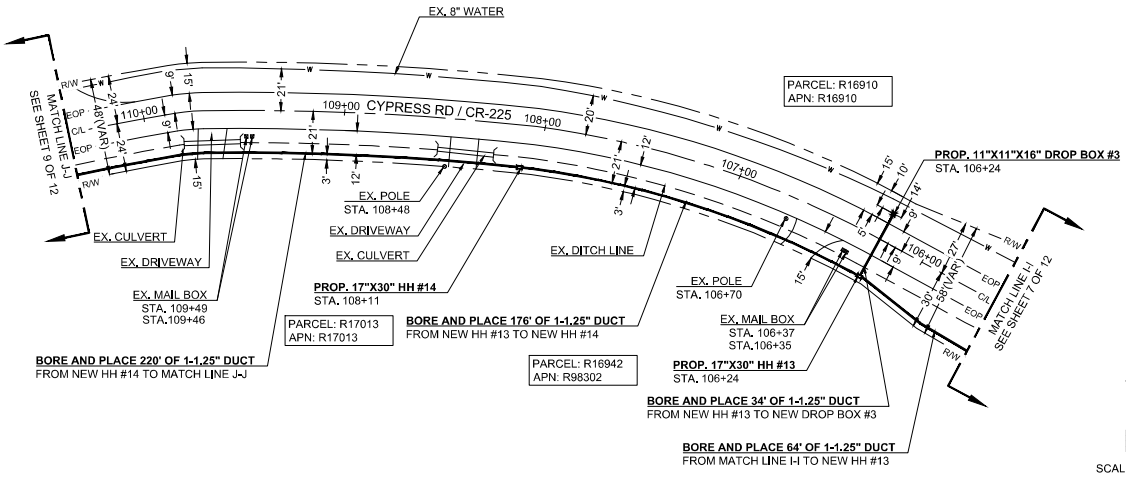

MATCH LINE H-H
SEE SHEET 5 OF 12
BORE AND PLACE 37' OF 1-1.25" DUCT
FROM MATCH LINE H-H TO NEW HH #9
EX. WATER LINE
PROP. 17"X30" HH #9
STA. 13+76
BORE AND PLACE 49' OF 1-1.25" DUCT
FROM NEW HH #9 TO NEW HH #10
PROP. 17"X30" HH #10
STA. 14+42
14+00
PARCEL: R16909
APN: R16909
EX. DRIVEWAY
15+00
PARCEL: R16909
APN: R16909
BORE AND PLACE 355' OF 1-1.25" DUCT
FROM NEW HH #10 TO NEW DROP BOX #2
16+00
EX. DRIVEWAY
PARCEL: R16909
APN: R16909
17+00
MELINDA LN
PROP. 11"X11"X16" DROP BOX #2
STA. 17+96
SCALE: 1"=40'
Frontier
COMMUNICATIONS
JOB ID: 5285551
DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR
STREET ADDRESS: 101 CYPRESS FOREST DR
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310)-210-9882
FTR INSPECTOR: JAMES WEST (972)-578-3224
CHC CONSULTING
DRAWN BY:
CHC CONSULTING
EST. #:
SHEET#:
6 OF 12



811 Know what's below. Call before you dig.

Frontier COMMUNICATIONS

JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 7 OF 12



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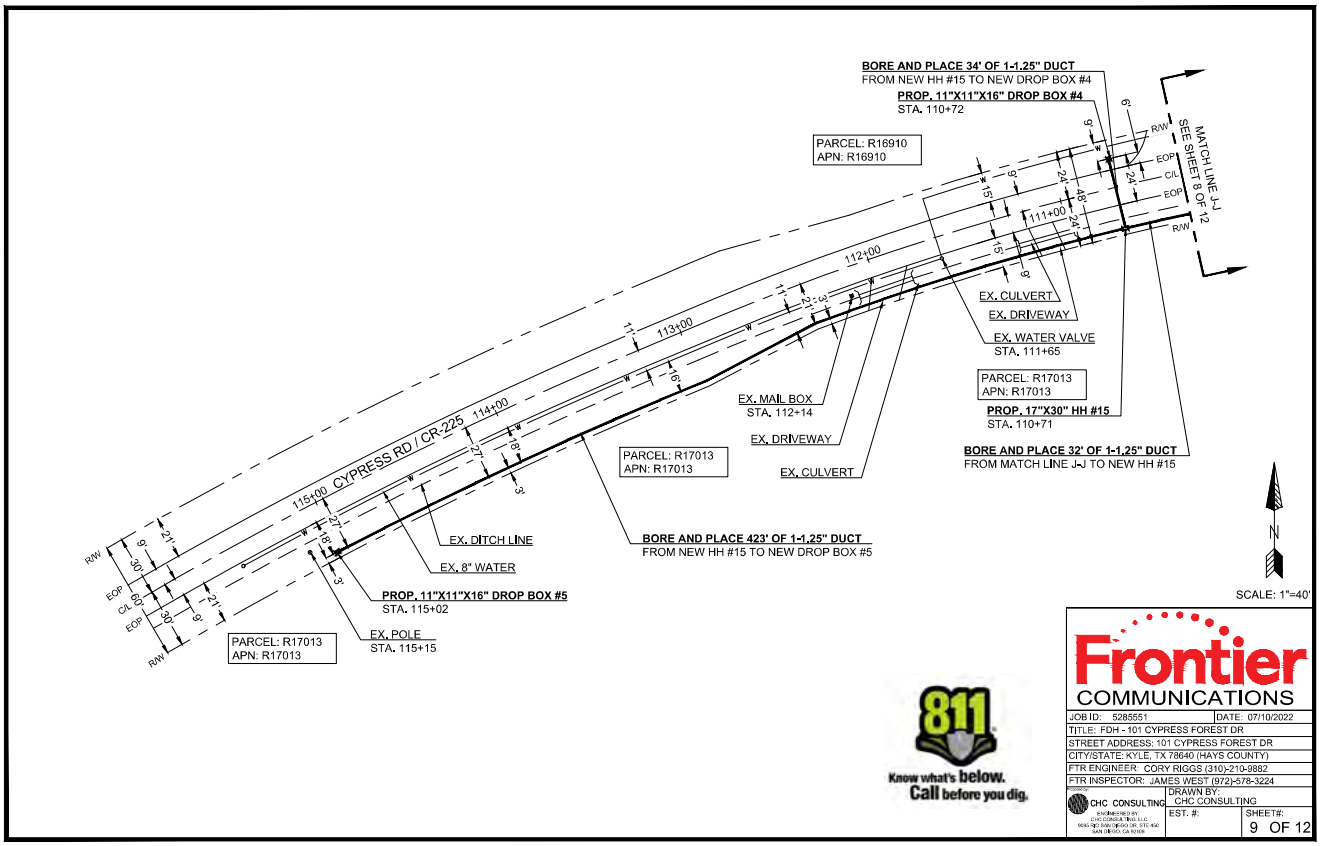
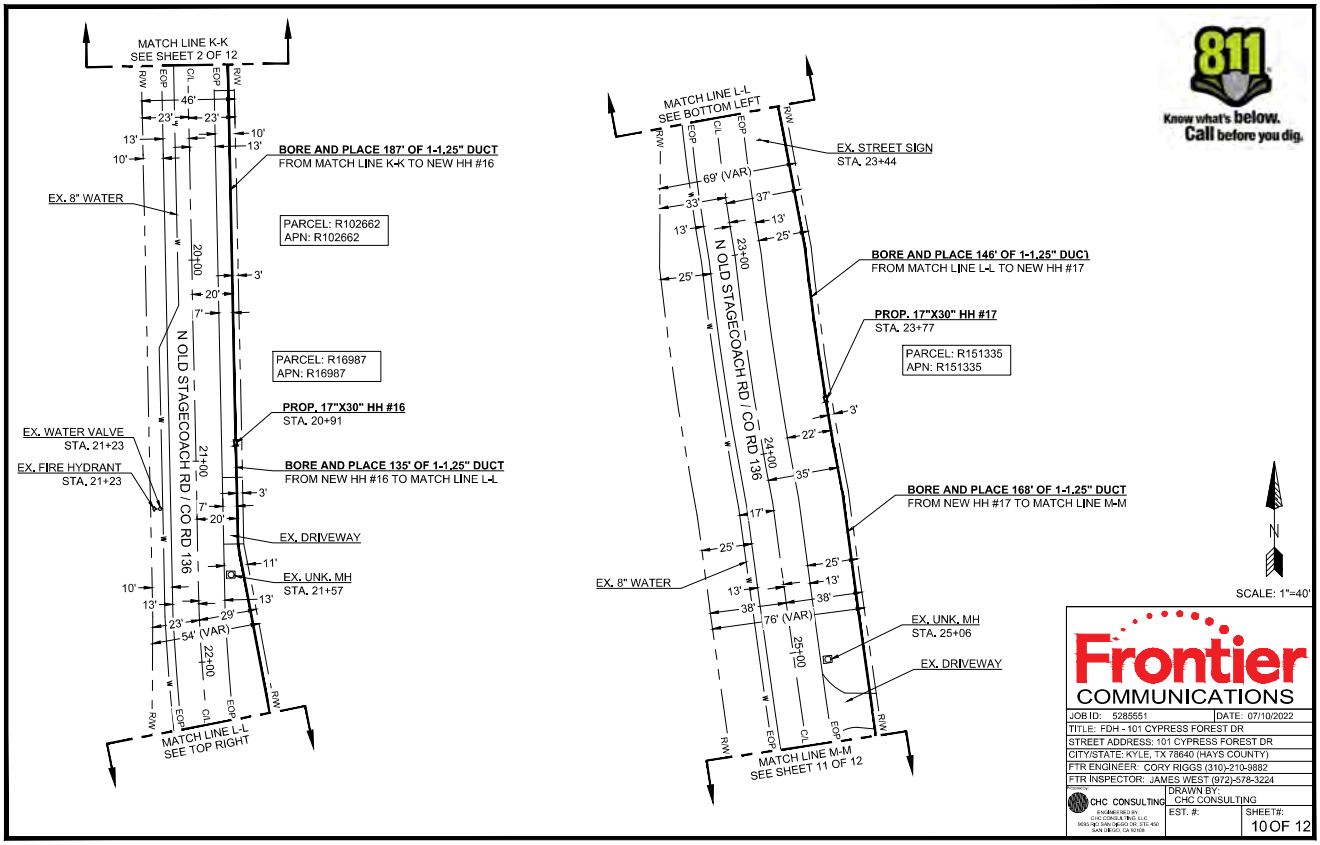
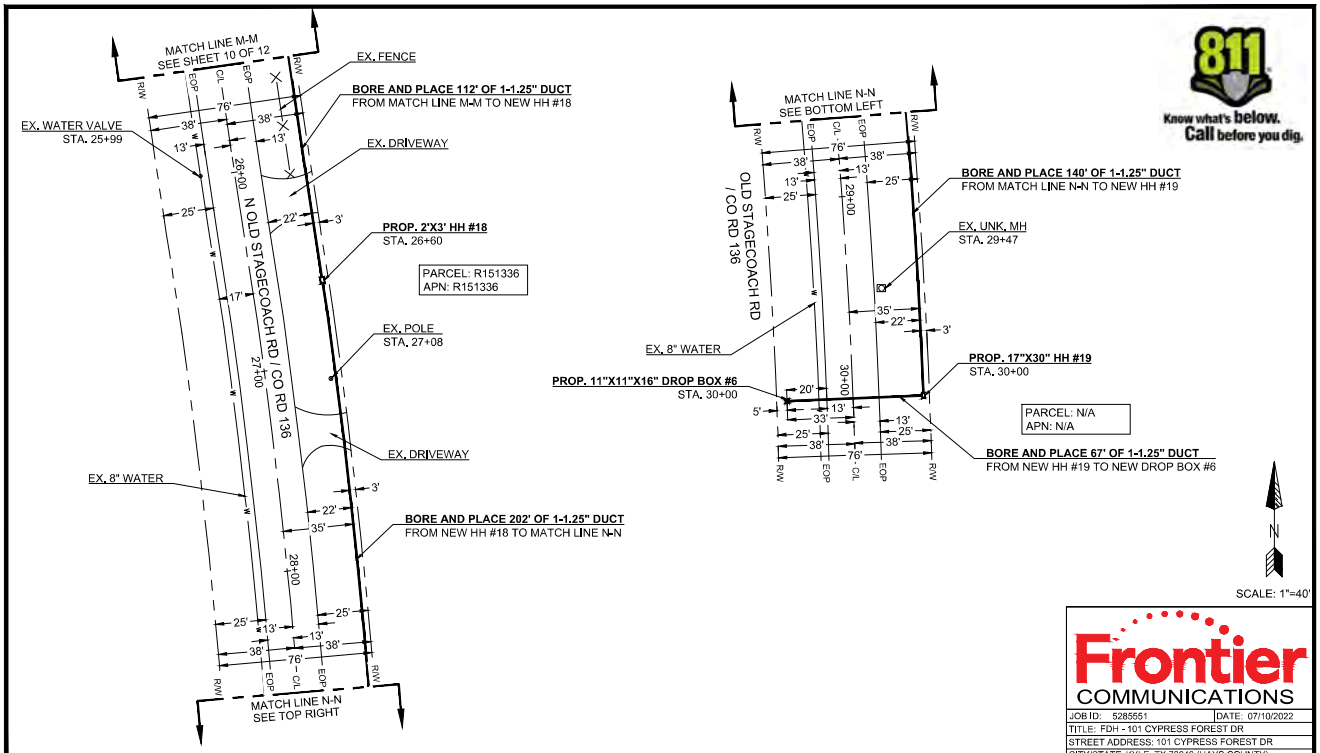
Frontier COMMUNICATIONS

JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 8 OF 12


BORE AND PLACE 34' OF 1-1,25" DUCT
FROM NEW HH #15 TO NEW DROP BOX #4
PROP. 11"X11"X16" DROP BOX #4
STA. 110+72
PARCEL: R16910
APN: R16910
MATCH LINE J-J
SEE SHEET 8 OF 12
EX. CULVERT
EX. DRIVEWAY
EX. WATER VALVE
STA. 111+65
PARCEL: R17013
APN: R17013
PROP. 17"X30" HH #15
STA. 110+71
BORE AND PLACE 32' OF 1-1,25" DUCT
FROM MATCH LINE J-J TO NEW HH #15
EX. MAIL BOX
STA. 112+14
EX. DRIVEWAY
EX. CULVERT
CYPRESS RD / CR-225
EX. DITCH LINE
EX. 8" WATER
BORE AND PLACE 423' OF 1-1,25" DUCT
FROM NEW HH #15 TO NEW DROP BOX #5
PROP. 11"X11"X16" DROP BOX #5
STA. 115+02
EX. POLE
STA. 115+15
PARCEL: R17013
APN: R17013
PARCEL: R17013
APN: R17013
N
SCALE: 1"=40'
Know what's below.
Call before you dig.
Frontier
COMMUNICATIONS
JOB ID: 5285551
DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR
STREET ADDRESS: 101 CYPRESS FOREST DR
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310)-210-9882
FTR INSPECTOR: JAMES WEST (972)-578-3224
CHC CONSULTING
DRAWN BY: CHC CONSULTING
EST. #:
SHEET#: 9 OF 12

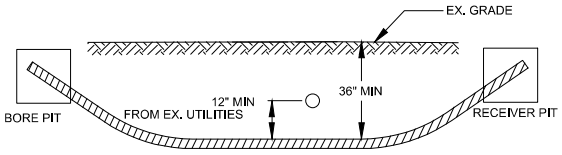

MATCH LINE K-K
SEE SHEET 2 OF 12
BORE AND PLACE 187' OF 1-1,25" DUCT
FROM MATCH LINE K-K TO NEW HH #16
EX. 8" WATER
PARCEL: R102662
APN: R102662
PARCEL: R16987
APN: R16987
PROP. 17"X30" HH #16
STA. 20+91
EX. WATER VALVE
STA. 21+23
EX. FIRE HYDRANT
STA. 21+23
BORE AND PLACE 135' OF 1-1,25" DUCT
FROM NEW HH #16 TO MATCH LINE L-L
EX. DRIVEWAY
EX. UNK. MH
STA. 21+57
N OLD STAGECOACH RD / CO RD 136
MATCH LINE L-L
SEE TOP RIGHT
MATCH LINE L-L
SEE BOTTOM LEFT
EX. STREET SIGN
STA. 23+44
BORE AND PLACE 146' OF 1-1,25" DUC1
FROM MATCH LINE L-L TO NEW HH #17
PROP. 17"X30" HH #17
STA. 23+77
PARCEL: R151335
APN: R151335
BORE AND PLACE 168' OF 1-1,25" DUCT
FROM NEW HH #17 TO MATCH LINE M-M
EX. 8" WATER
EX. UNK. MH
STA. 25+06
EX. DRIVEWAY
MATCH LINE M-M
SEE SHEET 11 OF 12
N
SCALE: 1"=40'
Know what's below.
Call before you dig.
Frontier
COMMUNICATIONS
JOB ID: 5285551
DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR
STREET ADDRESS: 101 CYPRESS FOREST DR
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)
FTR ENGINEER: CORY RIGGS (310)-210-9882
FTR INSPECTOR: JAMES WEST (972)-578-3224
CHC CONSULTING
DRAWN BY: CHC CONSULTING
EST. #:
SHEET#: 10 OF 12



Frontier COMMUNICATIONS

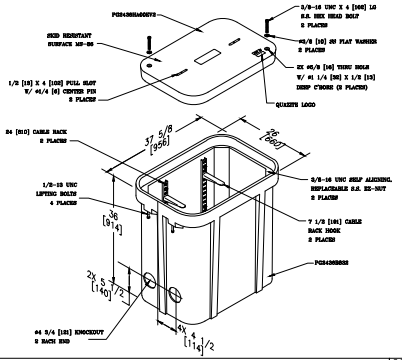
JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 11 OF 12

MINIMUM STANDARDS FOR DIRECTIONAL BORING



- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL — SCALE N.T.S. 1



2' X 3' HAND HOLE — SCALE N.T.S. 2

Frontier COMMUNICATIONS

JOB ID: 5285551	DATE: 07/10/2022
TITLE: FDH - 101 CYPRESS FOREST DR	
STREET ADDRESS: 101 CYPRESS FOREST DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310)-210-9882	
FTR INSPECTOR: JAMES WEST (972)-578-3224	
CHC CONSULTING	DRAWN BY: CHC CONSULTING
	EST. #:
	SHEET#: 12 OF 12

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 03/16/2026 .

Utility Company Information:

Name: Aqua Texas
Address: 1106 Clayton Lane, Ste 400W Austin TX
Phone: 9196212553
Contact Name: Christopher Bostian

Engineer / Contractor Information:

Name: Burgess & Niple
Address: 235 Ledge Stone Dr Austin TX 78737-1914
Phone: 9188132237
Contact Name: Ryan Shaw

Hays County Information:

Utility Permit Number: TRN-2026-10510-UTL
Type of Utility Service: Water
Project Description:
Road Name(s): Valley Spring Dr, Arapaho 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 .

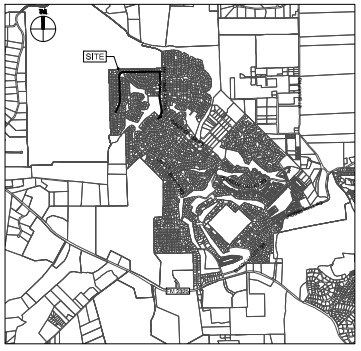
Signature Title Date

CONSTRUCTION PLANS FOR
AQUA TEXAS
PRIORITY 1 PHASE 3 WOODCREEK WATERLINE REPLACEMENT

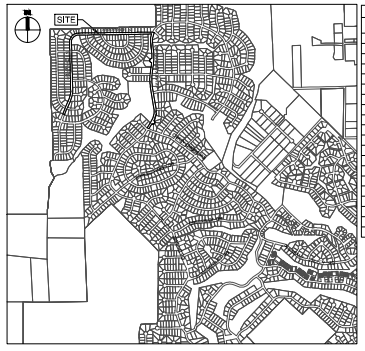
HAYS COUNTY, TEXAS 78676

OWNER: AQUA TEXAS, INC.
1106 CLAYTON LANE, SUITE 400W
AUSTIN, TEXAS 78723

ENGINEER: BURGESS & NIPLE, INC.
285 LEDGE STONE DR.
AUSTIN, TEXAS 78737
512-351-1000



VICINITY MAP
SCALE 1" = 2000'



SITE MAP
SCALE 1" = 1000'

Sheet List Table

Seq. Number	Sheet Number	Sheet Title
1	G-001	COVER
2	G-002	GENERAL NOTES
3	C-101	EROSION AND SEDIMENTATION CONTROL PLAN 1 OF 2
4	C-102	EROSION AND SEDIMENTATION CONTROL PLAN 2 OF 2
5	C-200	OVERALL SITE PLAN
6	C-201	WATERLINE 'E' PLAN STA. 1+00 TO 10+50
7	C-202	WATERLINE 'E' PLAN STA. 10+00 TO 19+00
8	C-203	WATERLINE 'E' PLAN STA. 19+00 TO 28+00
9	C-204	WATERLINE 'E' PLAN STA. 28+00 TO 37+00
10	C-205	WATERLINE 'E' PLAN STA. 37+00 TO 46+00
11	C-206	WATERLINE 'E' PLAN STA. 46+00 TO 55+00
12	C-210	WATERLINE 'F' PLAN STA. 55+00 TO 64+00
13	C-211	WATERLINE 'F' PLAN STA. 64+00 TO END
14	C-212	WATERLINE 'F' PLAN
15	C-213	TRAFFIC CONTROL PLAN
16	C-214	CITY OF AUSTIN SIGN MOUNT DETAILS
17	C-215	TXDOT CONCRETE REPAIR DETAIL
18	CC-001	TRENCH CONTROL DETAILS
19	CC-002	WATER DETAILS 1 OF 2
20	CC-003	WATER DETAILS 2 OF 2

NOTE:
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF WORK OF THE DESIGN ENGINEER.

REVIEWED BY:

HAYS COUNTY — DATE

APPROVED BY:

ENGINEER — DATE 3/13/2026

RYAN P. SHAW, 114858, LICENSED PROFESSIONAL ENGINEER

BURGESS & NIPLE, INC.
285 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 351-1000
FIRM REGISTRATION NO. 10934

AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT

NO.	REVISIONS DESCRIPTION	DATE
1	ADDED 12" WATERLINE	2/2026
2	ADDED 8" WATERLINE	2/2026
3	REMOVED 6" WATERLINE	2/2026
4	ADDED 6" WATERLINE	2/2026

JOB NO: PR61094
DATE: JAN 2026
DESIGNED BY: B&N
DRAWN BY: B&N
CHECKED BY: RPS
APPROVED BY: RPS
SCALE: AS NOTED
COVER

SHEET IDENTIFICATION
G-001
SHEET 1 OF 20

P:\PR61094\05 CAD\Sheet Plans\SE 181\Sheet 1\COVER.dwg, 3/13/2026 10:22:22 AM, Corey Dillon

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GENERAL NOTES

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS BEFORE AND DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND NOTIFYING ALL AUTHORIZED INSPECTORS AND PERSONS IN CHARGE OF PRIVATE OR PUBLIC UTILITIES AFFECTED BY THIS PROJECT PRIOR TO CONSTRUCTION COMMENCEMENT.
3. THE SIZE AND LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IDENTIFIED IN THESE CONSTRUCTION PLANS (INCLUDING SERVICE LATERALS) ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE EXACT LOCATION (BOTH HORIZONTALLY & VERTICALLY) PRIOR TO CONSTRUCTION COMMENCEMENT AND PROTECT THE SAME DURING CONSTRUCTION. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN, WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE CONSTRUCTION PLANS, AQUA TEXAS INC. DOES NOT ASSUME RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL REPAIRS AND REPLACEMENTS BY THE CONTRACTOR SHALL BE AT HIS EXPENSE, AND EXISTING IMPROVEMENTS SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, SIGNS, SITE FIXTURES, FENCES, VEGETATION, ETC.
5. CONTRACTOR SHALL REPORT ANY DIFFERENCES BETWEEN THE INFORMATION IDENTIFIED IN THESE PLANS AND THE CONDITIONS IN THE FIELD IMMEDIATELY TO AQUA TEXAS INC.
6. TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN SIX FEET OF ENERGIZED OVERHEAD POWER LINES, AND FEDERAL REGULATION, TITLE 29, PART 1910.333(C)(3)(I) AND PART 1926.550(A)(15) REQUIRE A MINIMUM CLEARANCE OF TEN FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES, WITH CONTRACTORS AND OWNERS BEING EQUALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. CONTRACTOR SHALL COORDINATE WITH APPROPRIATE ELECTRIC COMPANY WHEN WORKING NEAR OVERHEAD POWER LINES TO BE DE-ENERGIZED AND/OR MOVED AT CONTRACTORS EXPENSE. CONTRACTOR SHALL ALSO SHORE EXISTING POWER POLES WHEN PERFORMING EARTH WORK OPERATIONS OR TRENCHING WITHIN CLOSE PROXIMITY OF EXISTING POWER POLES (NO SEPARATE PAY ITEM).
7. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SANITARY CONVENIENCE FACILITIES AT THE PROJECT SITE FOR USE BY ALL LABORERS. THEY SHALL BE WELL VENTILATED, BUT PROVIDE CONSEQUENTLY, AND SHALL BE KEPT CLEAN AT ALL TIMES BY THE CONTRACTOR. THE FACILITIES SHALL BE REMOVED AND THE SITE RESTORED TO ITS ORIGINAL CONDITION OR BETTER UPON COMPLETION OF THE PROJECT. ALL SUCH FACILITIES SHALL CONFORM TO THE REQUIREMENTS OF THE STATE AND LOCAL HEALTH AUTHORITIES.
8. CONTRACTOR SHALL PROTECT ALL EXISTING TREES AT THE PROJECT SITE. NO EXISTING TREE SHALL BE TRIMMED OR REMOVED WITHOUT AUTHORIZATION FROM THE OWNER UNLESS NOTED OTHERWISE ON THE PLANS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING, TO THE ORIGINAL CONDITION OR BETTER, ANY DAMAGES TO EXISTING PAVEMENTS, SIDEWALKS, DRIVEWAYS, FENCES, OR OTHER STRUCTURES AT HIS EXPENSE, EXCEPT AS NOTED IN THE PLANS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIAL AND EQUIPMENT STORED ON THE JOBSITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN A SAFE AND WORKMANLIKE MANNER TO PREVENT INJURIES DURING AND AFTER WORK HOURS.
11. CONTRACTOR SHALL MAINTAIN ACCESS TO RESIDENTIAL AND COMMERCIAL PROPERTIES ADJACENT TO WORK AREAS AT ALL TIMES.
12. THE CONTRACTOR SHALL MAINTAIN SERVICE TO EXISTING SANITARY SEWERS AT ALL TIMES DURING CONSTRUCTION.
13. NO OUTSIDE STORAGE OF MATERIALS AND EQUIPMENT IS ALLOWED WITHIN TXDOT ROW WITHOUT PRIOR APPROVAL AND APPROPRIATE PERMITS FROM TXDOT.
14. CONTRACTOR SHALL COORDINATE WITH PRIVATE PROPERTY OWNERS WHERE NECESSARY TO GAIN ACCESS TO COMPLETE THE WORK.
15. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL WASTE MATERIALS UPON PROJECT COMPLETION.
16. CONTRACTOR SHALL CONTACT AQUA TEXAS' AREA MANAGER OR FIELD SUPERVISOR AND SCHEDULE A PRE-CONSTRUCTION MEETING.
17. CONTRACTOR SHALL WORK WITH DRAWINGS APPROVED BY AQUA ENGINEERING DEPARTMENT.
18. CONTRACTOR SHALL HAVE ON-SITE AQUA APPROVED DRAWINGS ONLY.
19. CONTRACTOR SHALL REQUIRE WRITTEN AUTHORIZATION FROM AREA MANAGER OR ENGINEERING MANAGER PRIOR TO DOING ANY CHANGES NOT APPROVED IN THE DRAWINGS.
20. CONTRACTOR SHALL NOTIFY AQUA TEXAS 48-HOURS PRIOR TO:
    a. BEGINNING CONSTRUCTION
    b. PRESSURE TESTING
    c. WATER SAMPLING
    d. TAPPING/CONNECTING INTO AQUAS SYSTEM
    e. FINAL WALK THROUGH

GENERAL PROCEDURES FOR WATERLINE INSTALLATION

1. FIELD VERIFY EXISTING SERVICE LOCATIONS.
2. INSTALL NEW WATER MAINS, VALVES, FIRE HYDRANTS AND RELATED APPURTENANCES. ALSO INSTALL SERVICE CLAMPS AND CORPORATION STOPS.
3. TEST THE NEWLY INSTALLED WATER FACILITIES.
4. CONNECT TO THE EXISTING WATER DISTRIBUTION SYSTEM.
5. INSTALL NEW WATER SERVICES. FLUSH WATER SERVICES UNTIL A CHLORINE RESIDUAL OF 2 PPM IS DETECTED. CONNECT HAN SERVICE TO THE METERS.
6. THE EXISTING WATER SYSTEM SHALL REMAIN ACTIVE DURING STEPS 1-4.
7. ABANDON EXISTING WATER SYSTEM. PLUG LINES AND REMOVE LINES, VALVES AND FIRE HYDRANTS AS CALLED FOR ON THE PLANS.

HAYS COUNTY CONSTRUCTION NOTES:

1. SEVENTY-TWO (72) HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION, THE DEVELOPER SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE WITH ALL PERTINENT PARTIES.
2. ALL ROADWAY AND DRAINAGE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH HAYS COUNTY SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS FROM HAYS COUNTY ROAD AND BRIDGE DEPARTMENT PRIOR TO BEGINNING ANY OFFSITE CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING THE NECESSARY INSPECTIONS FROM THE HAYS COUNTY ROAD AND BRIDGE DEPARTMENT. ALL REPAIRS TO IMPROVEMENTS CAUSED BY CONTRACTOR'S FAILURE TO INSTALL IMPROVEMENTS IN ACCORDANCE WITH HAYS COUNTY SPECIFICATIONS AND THESE CONSTRUCTION PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. HAYS COUNTY ROAD AND BRIDGE DEPARTMENT'S ACCEPTANCE OF THE IMPROVEMENTS ARE CONTINGENT ON REPAIRS BEING MADE TO HAYS COUNTY'S SATISFACTION. DELAYS CAUSED BY REPAIRS ARE THE RESPONSIBILITY OF THE CONTRACTOR. HAYS COUNTY ROAD AND BRIDGE DEPARTMENT'S ACCEPTANCE OF IMPROVEMENTS ARE CONTINGENT ON REPAIRS BEING MADE TO HAYS COUNTY'S SATISFACTION. DELAYS CAUSED BY REPAIRS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. CONTRACTOR SHALL ENSURE THE VEHICLES LEAVING THE CONSTRUCTION SITE ONTO PUBLICLY MAINTAINED ROADWAYS ARE CLEAR OF MUD AND DEBRIS.
4. NO EXPLOSIVES SHALL BE USED FOR THIS PROJECT WITHOUT TCEQ APPROVAL.
5. ALL HOLES, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.
6. CONTRACTOR SHALL COMPLY WITH CONSTRUCTION SEQUENCING WHICH MAY BE SPECIFIED SOMEWHERE IN THE CONSTRUCTION PLANS.
7. PERMIT IS REQUIRED FOR CONSTRUCTION IN "RIGHT OF WAY". ORDINANCE 7.10, NO DRIVEWAY, UTILITY CONSTRUCTION, BUILDINGS, LANDSCAPING OR ANY OTHER ENCROACHMENT INTO RIGHT-OF-WAY OR EASEMENT SHALL BE ALLOWED WITHOUT FIRST OBTAINING A PERMIT FROM THE HAYS COUNTY ROAD AND BRIDGE DEPARTMENT.
8. PRIOR TO THE INSTALLATION OF ANY ROAD BUILDING MATERIAL THE SUBGRADE SHALL BE INSPECTED BY HAYS COUNTY, PRIOR TO PAVING, BASE MATERIAL SHALL BE INSPECTED BY HAYS COUNTY. THE OWNER OR HIS AGENT SHALL NOTIFY THE HAYS COUNTY ROAD DIRECTOR TWENTY-FOUR (24) HOURS PRIOR TO THE TIME WHEN THE INSPECTION IS NEEDED. ORDINANCE 1.05.2.06.
9. AT THE TIME A FINAL INSPECTION AND RELEASE OF PERFORMANCE SECURITY IS REQUESTED, THE DESIGN ENGINEER SHALL PROVIDE A COMPLETE SET OF "AS-BUILT" RECORD DRAWINGS IN PDF FORMAT (300DPI) ON A STEEL FREE CD/R AND SHALL CERTIFY THAT ALL ROAD AND DRAINAGE CONSTRUCTION WAS BEEN COMPLETED IN SUBSTANTIAL ACCORDANCE WITH PREVIOUSLY APPROVED PLANS AND SPECIFICATIONS, EXCEPT AS NOTED. NO PERFORMANCE SECURITY WILL BE RELEASED WITHOUT THESE EXHIBITS.

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED, AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQS "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI (§290.44(4)(F)).
3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR 13.5 (§290.44(4)(D)).
4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY (§290.44(4)(G)).
5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR (§290.44(2)(A)(B)).
6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS; HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE (§290.44(4)(A)).
7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT (§290.44(4)(E)).
8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE (GOOSENECK WITH 1" MINIMUM OR HIGHER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT (§290.44(5)(F)).
9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION (§290.44(F)(3)).
10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE CASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED (§290.44(F)(3)).
11. PURSUANT TO 30 TAC §290.44(H)(3), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE, INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.
    - THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AWWA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(H)(3). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$Q = \frac{LD\,P}{148,000}$$

WHERE:
- Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
- L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
- D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
- P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

    - THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(H)(3). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$L = \frac{SD\,P^{0.5}}{148,000}$$

WHERE:
- L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
- S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
- D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
- P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(5)(F)(3)(A).
13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL, MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET, WHERE THE 1 INCH (+/-) DOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONNECTIONS. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT (§290.44(5)(E)).
14. THE HYDRANTS SHALL NOT BE INSTALLED CLOSER THAN TEN FEET HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION (§290.44(4)(F)).
15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE (§290.44(F)(3)).
16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS (§290.44(F)(6)).
17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSES TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER (§290.44(F)(5)).
18. DISINFECTION OF DISINFECTED WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C650-05 OR MOST RECENT.

WATER LINE NOTES

1. ALL POTABLE WATER DISTRIBUTION SYSTEM MAINS SHALL BE DESIGNED, INSTALLED, AND CONSTRUCTED IN ACCORDANCE WITH CURRENT AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS IN THE EVENT OF CONFLICTS BETWEEN THESE STANDARDS AND THE MORE STRINGENT OF THE AWWA STANDARDS, THE MORE STRINGENT REQUIREMENTS SHALL BE FOLLOWED. IN NO CASE SHALL THE CONSTRUCTION FAIL TO MEET THE MINIMUM REQUIREMENTS OF THESE STANDARDS.
2. NO PHYSICAL CONNECTION SHALL BE MADE BETWEEN A DRINKING WATER SUPPLY AND A SEWER LINE. ANY APPURTENANCE SHALL BE DESIGNED AND CONSTRUCTED SO AS TO PREVENT ANY POSSIBILITY OF SEWAGE ENTERING THE DRINKING WATER SYSTEM.
3. AT THE END OF EACH WORKING DAY, THE CONTRACTOR SHALL CLOSE THE EXCAVATION PIPELINE TRENCH EXCEPT FOR THE MINIMUM AMOUNT REQUIRED TO BEGIN THE NEXT DAYS WORK. IF IT IS NECESSARY TO LEAVE EXCAVATIONS OPEN AFTER WORKING HOURS, CONTRACTOR SHALL EMPLOY PROPER TRAFFIC CONTROLS AND PROTECT BY FENCE OR BARRICADE THE EXCAVATIONS TO PREVENT UNAUTHORIZED VEHICULAR OR PEDESTRIAN ACCESS.
4. CONTRACTOR SHALL ADEQUATELY PROTECT EXISTING STRUCTURES, TREES, SHRUBS, AND ANY OTHER PERMANENT OBJECTS AND SHALL REPLACE AND/OR REPAIR DAMAGE TO SUCH EXISTING ITEMS AT NO ADDITIONAL COST.
5. CONTRACTOR SHALL NOTIFY AQUA TEXAS INC. AT LEAST 48-HOURS PRIOR TO CONNECTING PROPOSED WATER LINE TO EXISTING WATER SYSTEM AND PRIOR TO ANY DISRUPTION OF WATER SERVICES. NON-WATER LINES TO BE TESTED TO WATER SYSTEMS MUST HAVE PASSED ALL TESTING AND BE APPROVED BY AQUA TEXAS INC. PRIOR TO MAKING SUCH CONNECTION. ALL TIE-INS TO EXISTING WATERMAINS SHALL BE PERFORMED BY AQUA TEXAS INC. PERSONNEL AT CONTRACTORS EXPENSE UNLESS OTHERWISE APPROVED.
6. FOR THE PURPOSE OF RECORD DRAWINGS/AS-BUILTS, THE CONTRACTOR SHALL FURNISH AQUA TEXAS INC. WITH ALL THE FINAL MEASUREMENTS UPON COMPLETION OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE.
7. CONTRACTOR MAY DEFLECT WATER LINES SLIGHTLY TO AVOID CONFLICTS WITH OBSTRUCTIONS. AQUA TEXAS INC. MUST BE CONTACTED FOR APPROVAL IN ADVANCE OF ANY DEVIATION TO DEFLECT WATER LINES. CONTRACTOR SHALL KEEP ACCURATE RECORDS OF LOCATIONS WHERE WATER LINES ARE DEFLECTED FOR REQUIRED AS-BUILT RECORD DRAWINGS. SUCH DEFLECTIONS SHALL BE WITHIN THE LIMITS ALLOWED AND RECOMMENDED BY THE MANUFACTURER OF THE PIPE.
8. ALL FITTINGS, VALVES, OR OTHER APPURTENANCES NECESSARY FOR TESTING OR DISINFECTION OF UTILITY LINES SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST.
9. TEMPORARY BLOW-OFF VALVES SHALL BE REMOVED BY THE CONTRACTOR PROPERTY UPON COMPLETION OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE.
10. ALL WATER LINES 8" AND SMALLER SHALL BE C-900 DR-14 PVC WATER MAIN (OR EQUIVALENT).
11. WATER METER VAULTS/BOXES SHALL BE FURNISHED AND INSTALLED IN A NON-PAVED AREA, WHERE POSSIBLE. INSTALL TRAFFIC-RATED VAULTS/BOXES IN PAVED AREAS.
12. WATER AND SANITARY SEWER SERVICE LOCATIONS SHALL BE MARKED ON THE NEAREST CURB FACE OR EDGE OF PAVEMENT IN NON-CURBED STREET WITH A "W" AND "S", RESPECTIVELY. ALL VALVES SHALL BE MARKED WITH A "V". ALL LETTERS SHALL BE 3", STAMPED INTO THE CURB OR PAVEMENT, LOCATED DIRECTLY OVER THE SERVICE LINE AND PAINTED BLUE FOR WATER, GREEN FOR SANITARY SEWER AND RED FOR VALVES. IF THE VALVE IS IN THE PAVING, THE "V" SHALL BE MARKED UPRIGHT. IF THE VALVE IS OUTSIDE THE PAVING, THE "V" SHALL BE MARKED UPSIDE DOWN.

AQUA TEXAS WATER DISTRIBUTION SYSTEM NOTES

1. ALL WATER MAINS SHALL BE C-900 SDR-21, C-900 DR-18, C-900 DR-14, HDPE POLY PIPE DR-9, OR APPROVED EQUAL.
2. PUSH-ON AND MECHANICAL JOINT PIPE SHALL MEET ALL REQUIREMENTS AWWA C-151.
3. DUCTILE IRON FITTINGS SHALL BE FLANGED OR MECHANICAL JOINT AND SHALL MEET ALL REQUIREMENTS OF STANDARDS AS FOLLOWS:
    a. SIZE 4 INCH THROUGH 24 INCH: AWWA C-110 OR AWWA C-153
    b. INTERIOR SURFACES OF ALL IRON WATER PIPE FITTINGS SHALL BE LINED WITH CEMENT-MORTAR AND SEAL COATED AS REQUIRED BY AWWA C104, GASKETS FOR MISC. HARDY JOINTS SHALL CONFORM TO ANSI/AWWA A21.11/D-111.
4. WATER MAINS SHOULD BE BEDDED IN SAND.
5. ALL VALVES SHOULD BE "CLOSE-RIGHT".
6. ALL VALVE COVERS SHOULD BE SC 96-18 SCREW TYPE WITH BURFACE CONCRETE PADS.
7. MINIMUM PIPE COVER SHOULD BE 3 FEET BELOW NATURAL GRADE, WHEN THE WATER MAIN CROSSES OR RUNS PARALLEL WITH IN STREET OF A DRAINAGE CULVERT OR DRAINAGE DITCH, THE WATER MAIN SHOULD BE 3 FEET BELOW THE DRAINAGE FACILITY FLOW LINE.

CAUTION:
EXISTING WATER, SANITARY SEWER, GAS, ELECTRIC TELEPHONE AND CABLE TELEVISION ARE IN CLOSE PROXIMITY TO PROPOSED CONSTRUCTION AREA THROUGHOUT THE CONTRACT LIMITS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING THESE FACILITIES PRIOR TO CONSTRUCTION COMMENCEMENT AND PROTECT OF THE SAME DURING CONSTRUCTION. CONTRACTOR TO CONTACT TEXAS 811 FOR UTILITY LOCATES.

AQUA TEXAS	
TEXAS STATE WIDE ONE CALL LOCATOP	$11
(LUBBOCK AREA)	$11
TAW SERVICE	800-283-1698
CABLE TELEVISION	800-283-1698
(TXDOT)	800-557-8444
SPECTRUM	$11
FRONTIER	$11
HAYS COUNTY	$11

BURGESS & NIPLE, INC.
285 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 351-1000
FIRM REGISTRATION NO. 10934

AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT

NO.	REVISIONS DESCRIPTION	DATE

JOB NO: PR61094
DATE: JAN 2026
DESIGNED BY: B&N
DRAWN BY: B&N
CHECKED BY: RPS
APPROVED BY: RPS
SCALE: NONE
GENERAL NOTES

SHEET IDENTIFICATION
G-002
SHEET 2 OF 23

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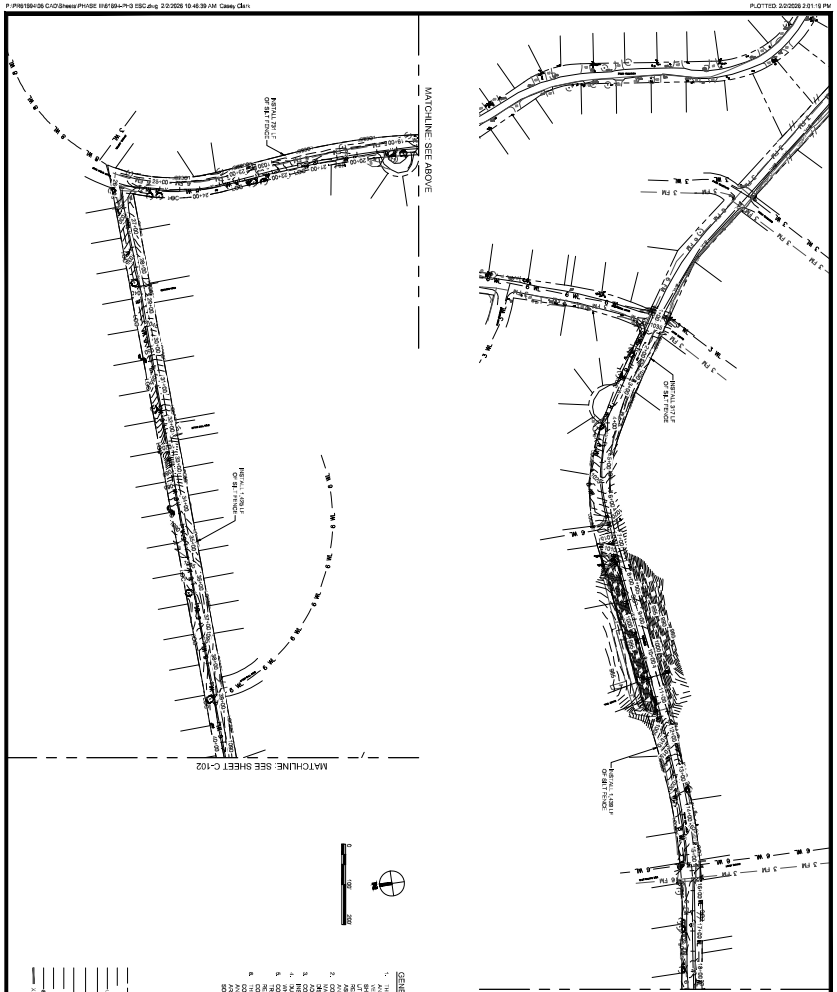
PLOTTED: 2/2/2026 2:01:19 PM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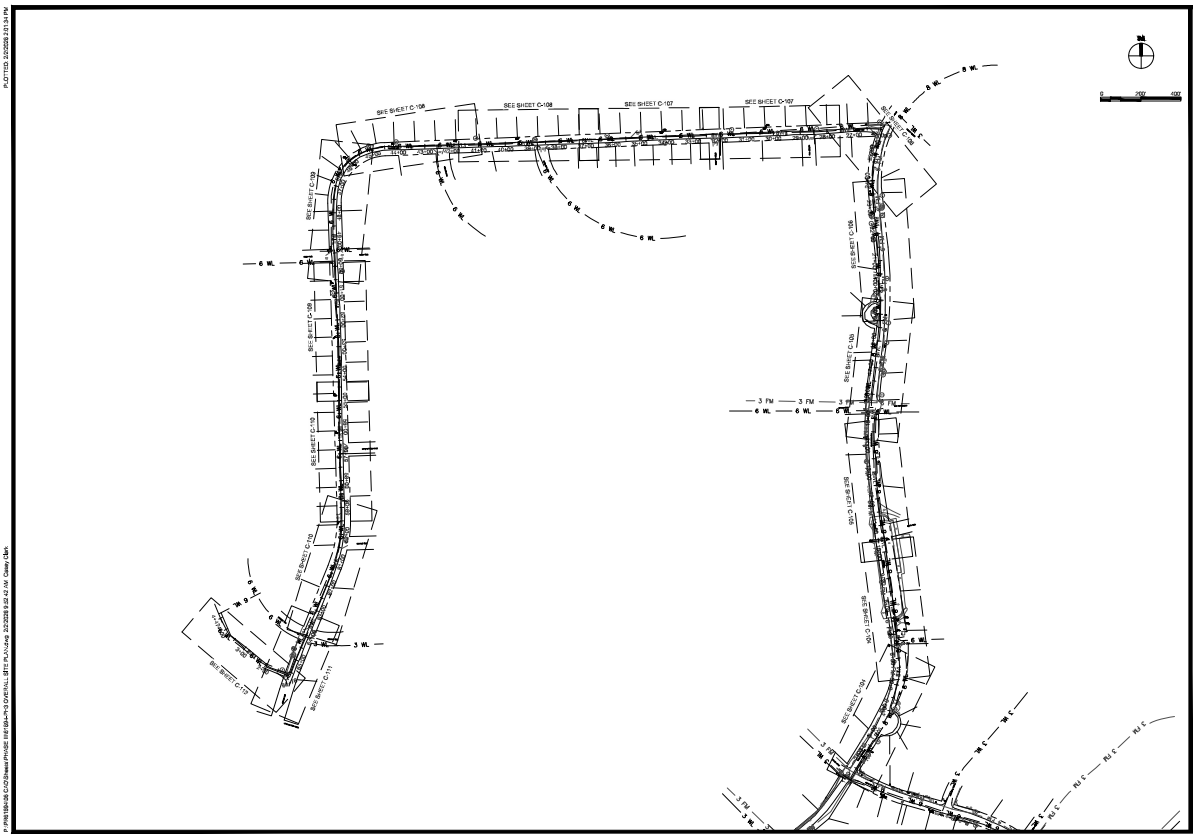
MATCHLINE: SEE SHEET C-102
MATCH LINE SEE ABOVE
PROPERTY LINE OF BLT TRACT
PROPERTY LINE OF BLT TRACT
PROPERTY LINE OF BLT TRACT



BLUEWATER ENGINEERING & MAPLE RWKL
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 431-1600
FIRM REGISTRATION NO. 10834

AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE REPLACEMENT

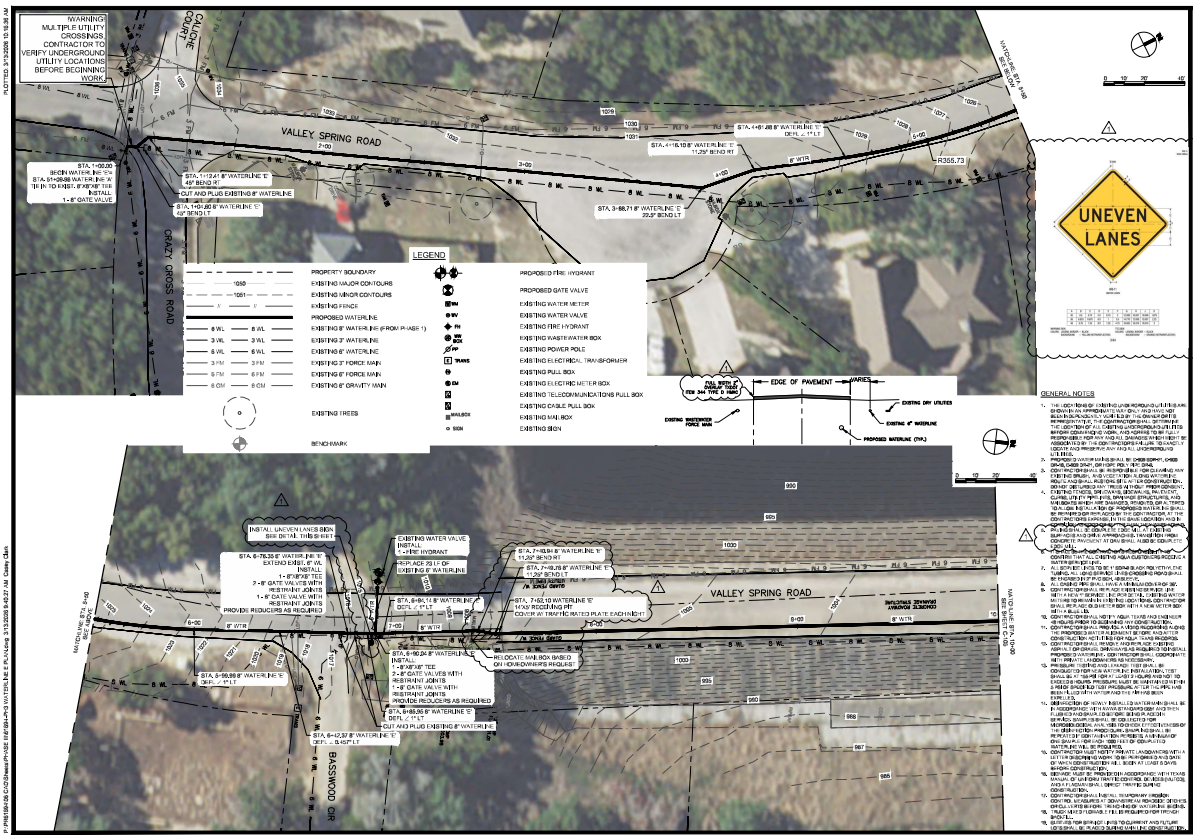
NO.	REVISIONS DESCRIPTION	DATE

JOB NO	PR61094
DATE	JAN 2026
DESIGNED BY	B&N
DRAWN BY	B&N
CHECKED BY	RPS
APPROVED BY	RPS
SCALE	1"=200'

OVERALL SITE PLAN

SHEET IDENTIFICATION
C-103

SHEET 5 OF 23



BLUEWATER ENGINEERING & MAPLE RWKL
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 431-1600
FIRM REGISTRATION NO. 10834

AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE REPLACEMENT

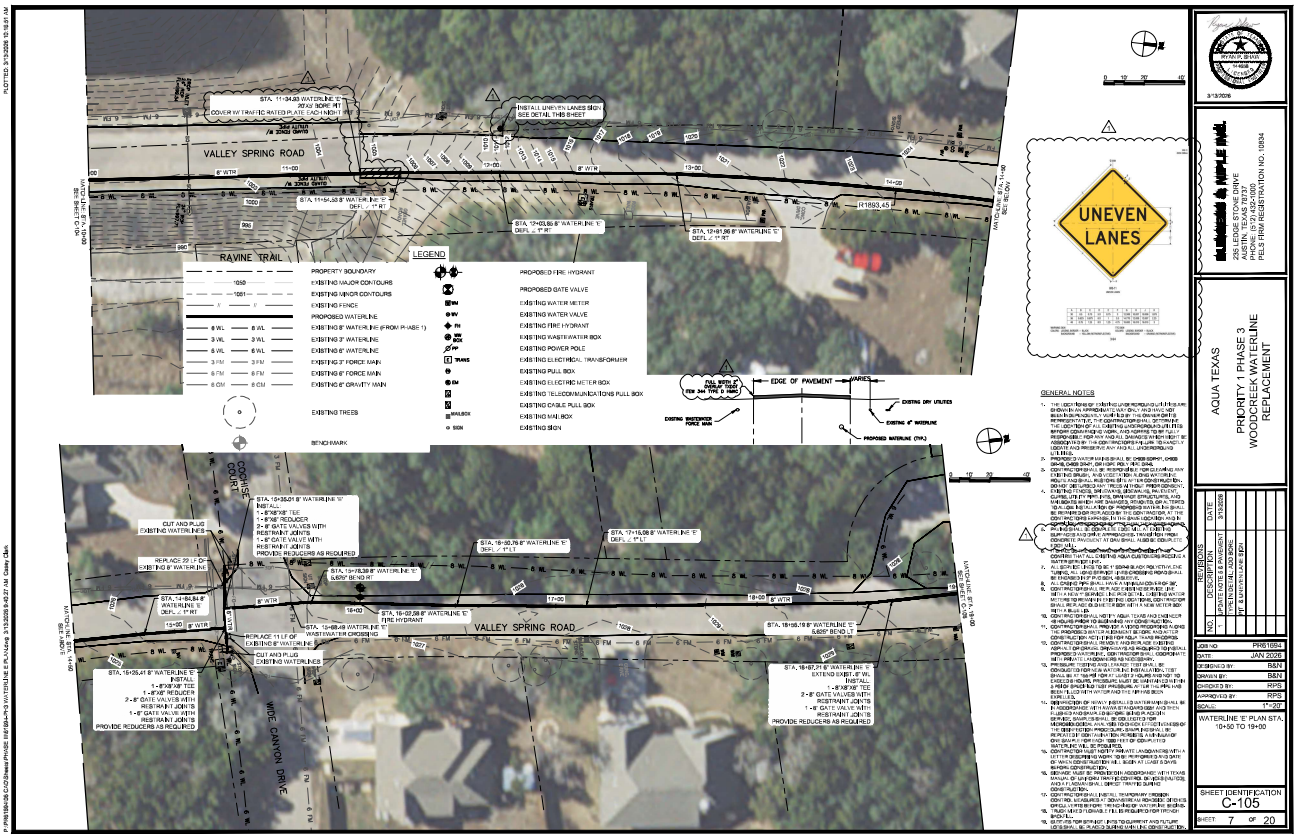
NO.	REVISIONS DESCRIPTION	DATE
1	ADDED UNEVEN LANES SIGN	2/3/2026
2	UPDATED TO 8" WATERLINE	2/3/2026
3	ADDED "RECONNECT W/ 8"	2/3/2026
4	ADDED "INSTALL 8" GATE VALVE"	2/3/2026

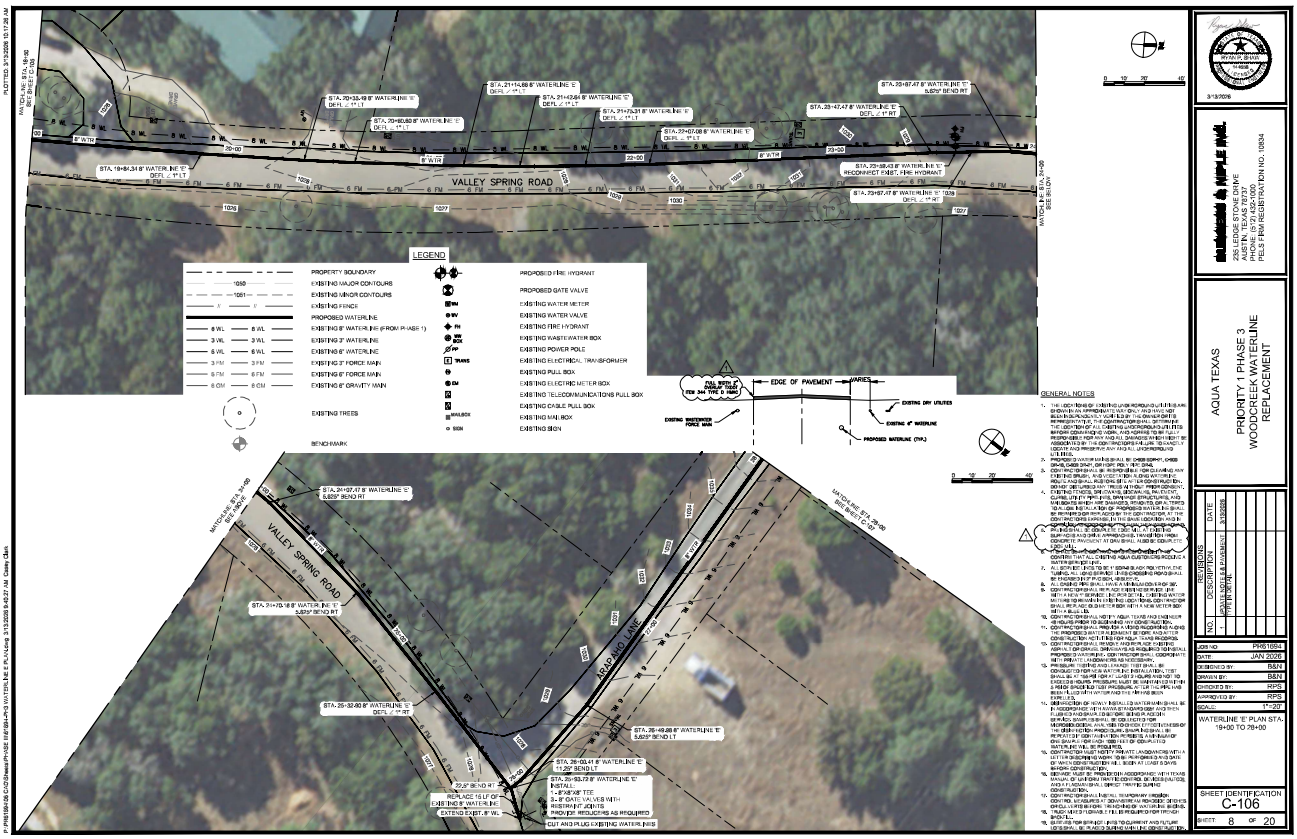
JOB NO	PR61094
DATE	JAN 2026
DESIGNED BY	B&N
DRAWN BY	B&N
CHECKED BY	RPS
APPROVED BY	RPS
SCALE	1"=20'

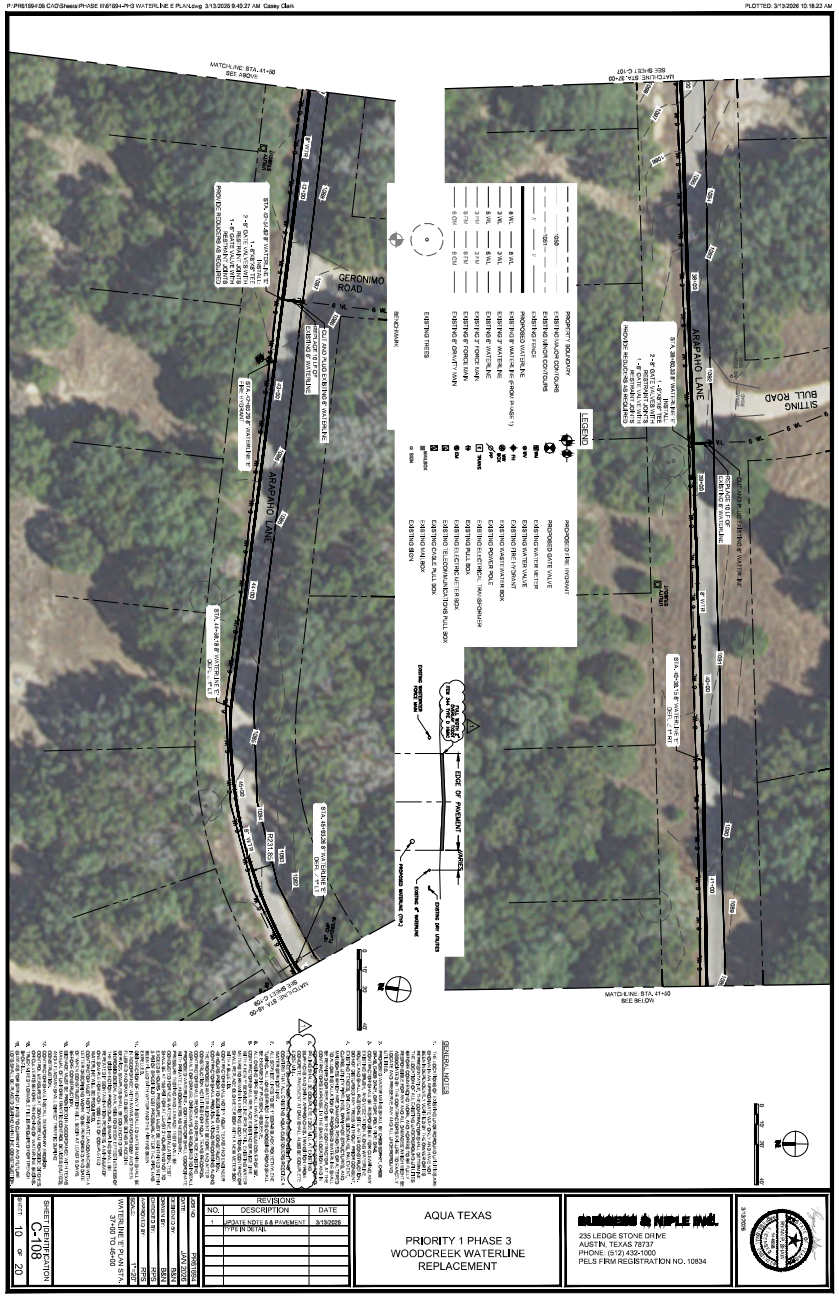
WATERLINE "E" PLAN STA. 1+00 TO 10+50

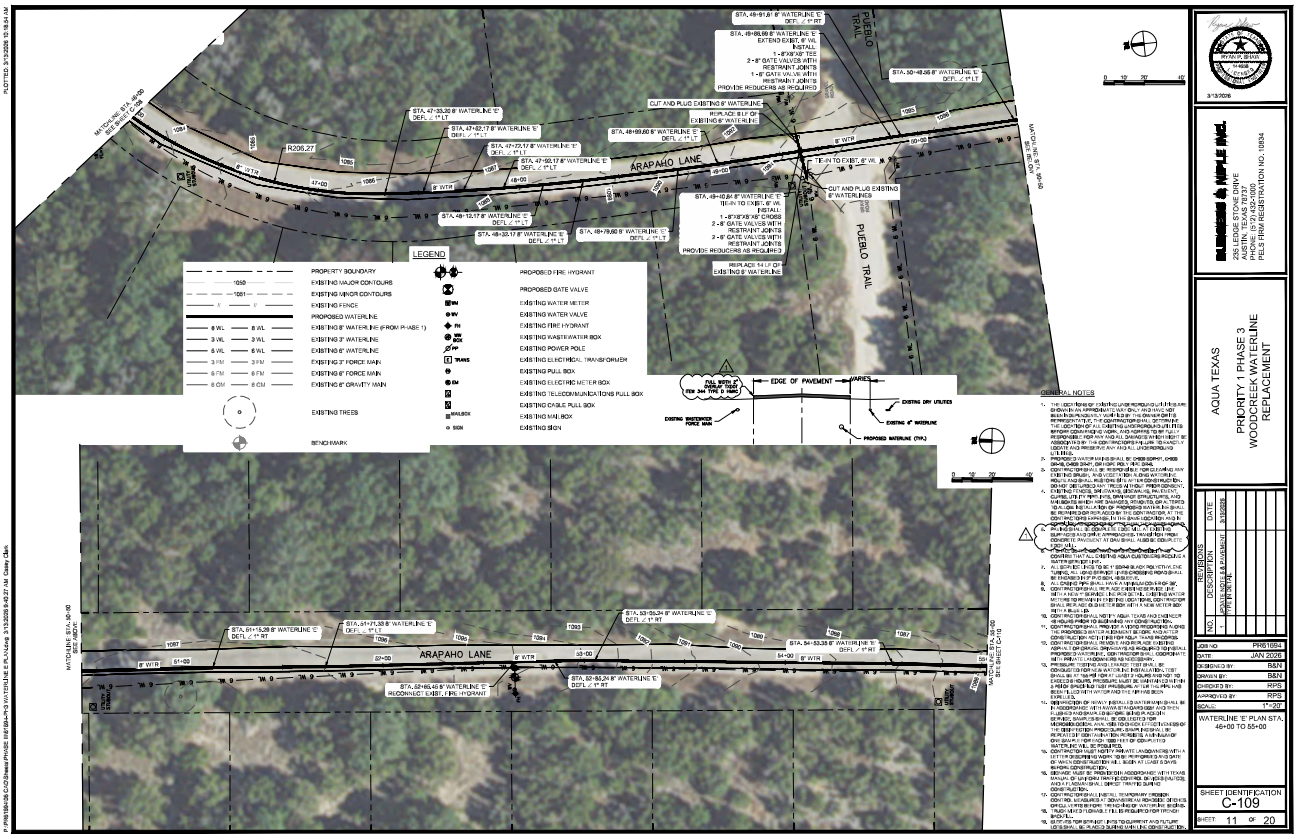
SHEET IDENTIFICATION
C-104

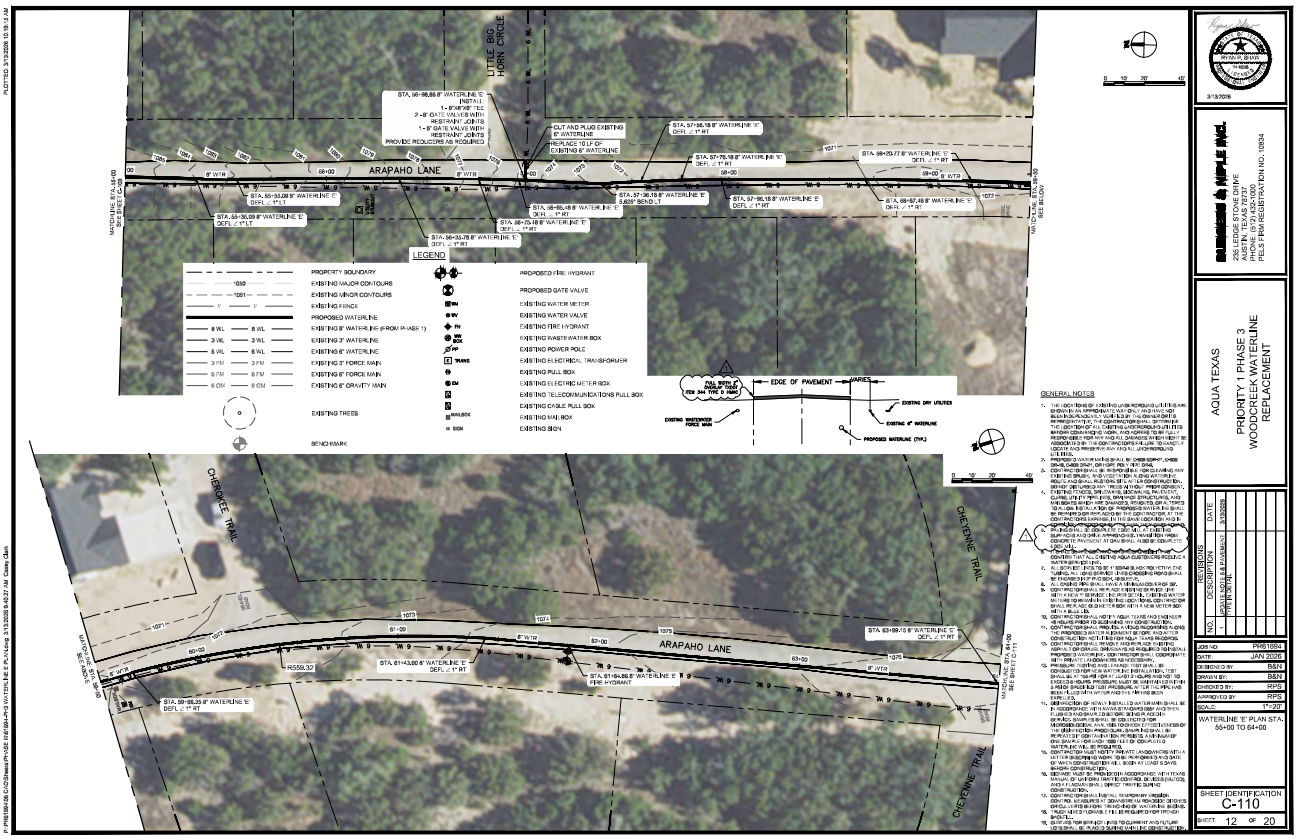
SHEET 6 OF 20


VALLEY SPRING ROAD
RAVINE TRAIL
COCHISE COURT
WIDE CANYON DRIVE
STA. 11+34.83 WATERLINE 'E' BORE PIT COVER W/ TRAFFIC RATED PLATE EACH END
INSTALL UNEVEN LANES SIGN SEE DETAIL THIS SHEET
STA. 11+54.33 8" WATERLINE 'E' DEFL ∠ 1° RT
STA. 12+43.66 8" WATERLINE 'E' DEFL ∠ 1° RT
STA. 12+91.96 8" WATERLINE 'E' DEFL ∠ 1° RT
R1893.45'
UNEVEN LANES
LEGEND
PROPERTY BOUNDARY
EXISTING MAJOR CONTOURS
EXISTING MINOR CONTOURS
EXISTING FENCE
PROPOSED WATERLINE
EXISTING 8" WATERLINE (FROM PHASE 1)
EXISTING 3" WATERLINE
EXISTING 6" WATERLINE
EXISTING 3" FORCE MAIN
EXISTING 6" FORCE MAIN
EXISTING 6" GRAVITY MAIN
EXISTING TREES
BENCHMARK
PROPOSED FIRE HYDRANT
PROPOSED GATE VALVE
EXISTING WATER METER
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING WASTEWATER BOX
EXISTING POWER POLE
EXISTING ELECTRICAL TRANSFORMER
EXISTING PULL BOX
EXISTING ELECTRIC METER BOX
EXISTING TELECOMMUNICATIONS PULL BOX
EXISTING CABLE PULL BOX
EXISTING MAILBOX
EXISTING SIGN
FULL DEPTH 6" ASPHALT PAVEMENT ITEM 344 TYPE D MIXES
EDGE OF PAVEMENT VARIES
EXISTING WATERMAIN FORCE MAIN
EXISTING DRY UTILITIES
EXISTING 6" WATERLINE
PROPOSED WATERLINE (TYP.)
STA. 18+35.01 8" WATERLINE 'E' INSTALL 1 - 8"X8"X8" TEE 1 - 8"X6" REDUCER 2 - 8" GATE VALVES WITH RESTRAINT JOINTS 1 - 6" GATE VALVE WITH RESTRAINT JOINTS PROVIDE REDUCERS AS REQUIRED
CUT AND PLUG EXISTING WATERLINE
REPLACE 20 LF OF EXISTING 8" WATERLINE
STA. 18+90.76 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 17+15.08 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 17+80.84 8" WATERLINE 'E' 5.65° BEND RT
STA. 18+02.58 8" WATERLINE 'E' FIRE HYDRANT
STA. 18+03.48 WATERLINE 'E' WASTEWATER CROSSING
REPLACE 11 LF OF EXISTING 8" WATERLINE
CUT AND PLUG EXISTING WATERLINES
STA. 18+35.41 8" WATERLINE 'E' INSTALL 1 - 8"X8"X8" TEE 1 - 8"X6" REDUCER 2 - 8" GATE VALVES WITH RESTRAINT JOINTS 1 - 6" GATE VALVE WITH RESTRAINT JOINTS PROVIDE REDUCERS AS REQUIRED
STA. 18+67.21 8" WATERLINE 'E' EXTEND EXIST. 8" WL INSTALL 1 - 8"X8"X8" TEE 2 - 8" GATE VALVES WITH RESTRAINT JOINTS 1 - 8" GATE VALVE WITH RESTRAINT JOINTS PROVIDE REDUCERS AS REQUIRED
STA. 18+85.78 8" WATERLINE 'E' 5.65° BEND LT
GENERAL NOTES
AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT
REVISIONS
NO. DESCRIPTION DATE
JOB NO PR61094
DATE JAN 2026
DESIGNED BY B&N
DRAWN BY B&N
CHECKED BY RPS
APPROVED BY RPS
SCALE 1"=20'
WATERLINE 'E' PLAN STA. 10+00 TO 19+00
SHEET IDENTIFICATION C-105
SHEET 7 OF 20


VALLEY SPRING ROAD
RIDGEHOG LANE
STA. 20+35.18 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 20+80.80 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 21+11.68 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 21+43.68 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 21+73.31 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 22+07.08 8" WATERLINE 'E' DEFL ∠ 1° LT
STA. 22+47.47 8" WATERLINE 'E' DEFL ∠ 1° RT
STA. 23+87.47 8" WATERLINE 'E' 5.65° BEND RT
STA. 19+84.34 8" WATER LINE 'E' DEFL ∠ 1° LT
STA. 23+93.43 8" WATER LINE 'E' RECONNECT EXIST. FIRE HYDRANT
STA. 23+87.47 8" WATERLINE 'E' DEFL ∠ 1° RT
STA. 24+87.47 8" WATERLINE 'E' 5.65° BEND RT
STA. 24+79.18 8" WATER LINE 'E' 3.65° BEND RT
STA. 25+32.60 8" WATERLINE 'E' DEFL ∠ 1° RT
STA. 25+49.88 8" WATERLINE 'E' 5.65° BEND LT
STA. 26+03.41 8" WATERLINE 'E' 11.25° BEND LT
STA. 25+83.78 8" WATERLINE 'E' INSTALL 1 - 8"X8"X8" TEE 3 - 8" GATE VALVES WITH RESTRAINT JOINTS PROVIDE REDUCERS AS REQUIRED
REPLACE 15 LF OF EXIST 8" WATERLINE EXTEND EXIST. 8" WL
CUT AND PLUG EXISTING WATERLINES
22.5° BEND RT
MATCHLINE STA. 19+90 SEE SHEET C-106
MATCHLINE STA. 25+90 SEE SHEET C-107
LEGEND
PROPERTY BOUNDARY
EXISTING MAJOR CONTOURS
EXISTING MINOR CONTOURS
EXISTING FENCE
PROPOSED WATERLINE
EXISTING 8" WATERLINE (FROM PHASE 1)
EXISTING 3" WATERLINE
EXISTING 6" WATERLINE
EXISTING 3" FORCE MAIN
EXISTING 6" FORCE MAIN
EXISTING 6" GRAVITY MAIN
EXISTING TREES
BENCHMARK
PROPOSED FIRE HYDRANT
PROPOSED GATE VALVE
EXISTING WATER METER
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING WASTEWATER BOX
EXISTING POWER POLE
EXISTING ELECTRICAL TRANSFORMER
EXISTING PULL BOX
EXISTING ELECTRIC METER BOX
EXISTING TELECOMMUNICATIONS PULL BOX
EXISTING CABLE PULL BOX
EXISTING MAILBOX
EXISTING SIGN
FULL DEPTH 6" ASPHALT PAVEMENT ITEM 344 TYPE D MIXES
EDGE OF PAVEMENT VARIES
EXISTING WATERMAIN FORCE MAIN
EXISTING DRY UTILITIES
EXISTING 6" WATERLINE
PROPOSED WATERLINE (TYP.)
GENERAL NOTES
AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT
REVISIONS
NO. DESCRIPTION DATE
JOB NO PR61094
DATE JAN 2026
DESIGNED BY B&N
DRAWN BY B&N
CHECKED BY RPS
APPROVED BY RPS
SCALE 1"=20'
WATERLINE 'E' PLAN STA. 19+00 TO 28+00
SHEET IDENTIFICATION C-106
SHEET 8 OF 20


GERONIMO ROAD
ARAPAHO LANE
SITTING BULL ROAD
EDGE OF PAVEMENT
MATCH-LINE: STA. 41+00
SEE SHEET C-108
MATCH-LINE: STA. 37+00
SEE SHEET C-107
LEGEND
PROJECT BOUNDARY
EXISTING MAJOR CONTOURS
EXISTING MINOR CONTOURS
EXISTING TREES
PROPOSED WATERLINE
EXISTING WATERLINE
EXISTING FORCE MAIN
EXISTING CURB INLET
EXISTING ELECTRIC/TELEPHONE MANHOLE/PEDESTAL
EXISTING ELECTRIC/TELEPHONE JUNCTION BOX
EXISTING ELECTRIC/TELEPHONE PULL BOX
EXISTING MH
EXISTING TELEVISION/INTERNET/DATA PULL BOX
PROPOSED FIRE HYDRANT
PROPOSED GATE VALVE
EXISTING WATER METER
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING WATER MH
EXISTING COVER POLE
EXISTING FLAG POLE
EXISTING GAS VALVE
EXISTING GAS MARKER
EXISTING GAS MH
EXISTING GAS METER
EXISTING SIGN
EXISTING MAILBOX
EXISTING SANITARY SEWER MH
EXISTING SANITARY SEWER CLEANOUT
EXISTING SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER FLOW DIRECTION
EXISTING STORM SEWER MH
EXISTING STORM SEWER INLET
EXISTING STORM SEWER FLOW DIRECTION
EXISTING STORM SEWER MANHOLE
EXISTING STORM SEWER JUNCTION BOX
EXISTING STORM SEWER PULL BOX
EXISTING STORM SEWER CLEANOUT
EXISTING STORM SEWER CURB INLET
EXISTING STORM SEWER GRATE INLET
EXISTING STORM SEWER DROP INLET
EXISTING STORM SEWER FLUME
EXISTING STORM SEWER HEADWALL
EXISTING STORM SEWER CULVERT
EXISTING STORM SEWER FLARED END SECTION
EXISTING STORM SEWER SLOPE PAVING
EXISTING STORM SEWER RIP RAP
EXISTING STORM SEWER CONCRETE CHANNEL
EXISTING STORM SEWER DITCH
EXISTING STORM SEWER DRAINAGE FLOW
EXISTING STORM SEWER DRAINAGE AREA
EXISTING STORM SEWER DRAINAGE AREA NUMBER
EXISTING STORM SEWER DRAINAGE AREA SIZE
EXISTING STORM SEWER DRAINAGE AREA RUNOFF COEFFICIENT
EXISTING STORM SEWER DRAINAGE AREA TIME OF CONCENTRATION
EXISTING STORM SEWER DRAINAGE AREA RUNOFF





RENFROW & MAPLE INC.
305 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 431-1000
FIRM REGISTRATION NO. 10934

AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE REPLACEMENT

NO.	DESCRIPTION	DATE
1	PER PWA	3/13/2026

JOB NO: PR61094
DATE: JAN 2026
DESIGNED BY: B&N
DRAWN BY: B&N
CHECKED BY: RPS
APPROVED BY: RPS
SCALE: 1"=20'

WATERLINE 'E' PLAN STA. 46+00 TO 55+00

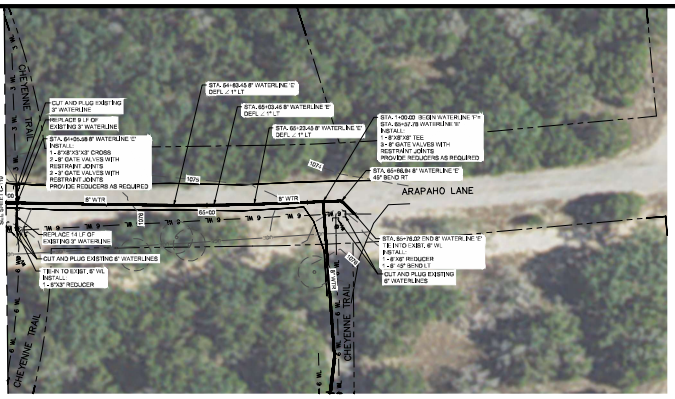
SHEET IDENTIFICATION
C-109

SHEET 11 OF 20

WATERLINE 'E' PLAN STA. 55+00 TO 64+00

SHEET IDENTIFICATION
C-110

SHEET 12 OF 20


CHEYENNE TRAIL
ARAPAHO LANE
STA. 64+63.45 8" WATERLINE 'E' DEFL. 1° LT
STA. 65+03.45 8" WATERLINE 'E' DEFL. 1° LT
STA. 65+23.45 8" WATERLINE 'E' DEFL. 1° LT
CUT AND PLUG EXISTING 8" WATERLINE
REPLACE 8 L.F OF EXISTING 8" WATERLINE
STA. 64+35.08 8" WATERLINE 'E' INSTALL:
1 - 8"X8"X8"X8" CROSS
2 - 8" GATE VALVES WITH RESTRAINT JOINTS
2 - 8" GATE VALVES WITH RESTRAINT JOINTS
PROVIDE REDUCERS AS REQUIRED
CUT AND PLUG EXISTING 8" WATERLINES
TIE-IN TO EXIST. 8" WL INSTALL:
1 - 8"X8" REDUCER
STA. 1+00.00 SEGIN WATERLINE 'F' STA. 64+32.78 WATERLINE 'E' INSTALL:
1 - 8"X8"X8" TEE
3 - 8" GATE VALVES WITH RESTRAINT JOINTS
PROVIDE REDUCERS AS REQUIRED
STA. 65+16.84 8" WATERLINE 'E' 45° BEND RT
STA. 65+76.02 END 8" WATERLINE 'E' TIE IN TO EXIST. 8" WL INSTALL:
1 - 8"X8" REDUCER
1 - 45° BEND LT
CUT AND PLUG EXISTING 8" WATERLINES
8" WTR
6" WTR
MATCHLINE STA. 64+00
MATCHLINE STA. 66+00
1074
1075
1076
1077
1078
1079
1080
1081
1082
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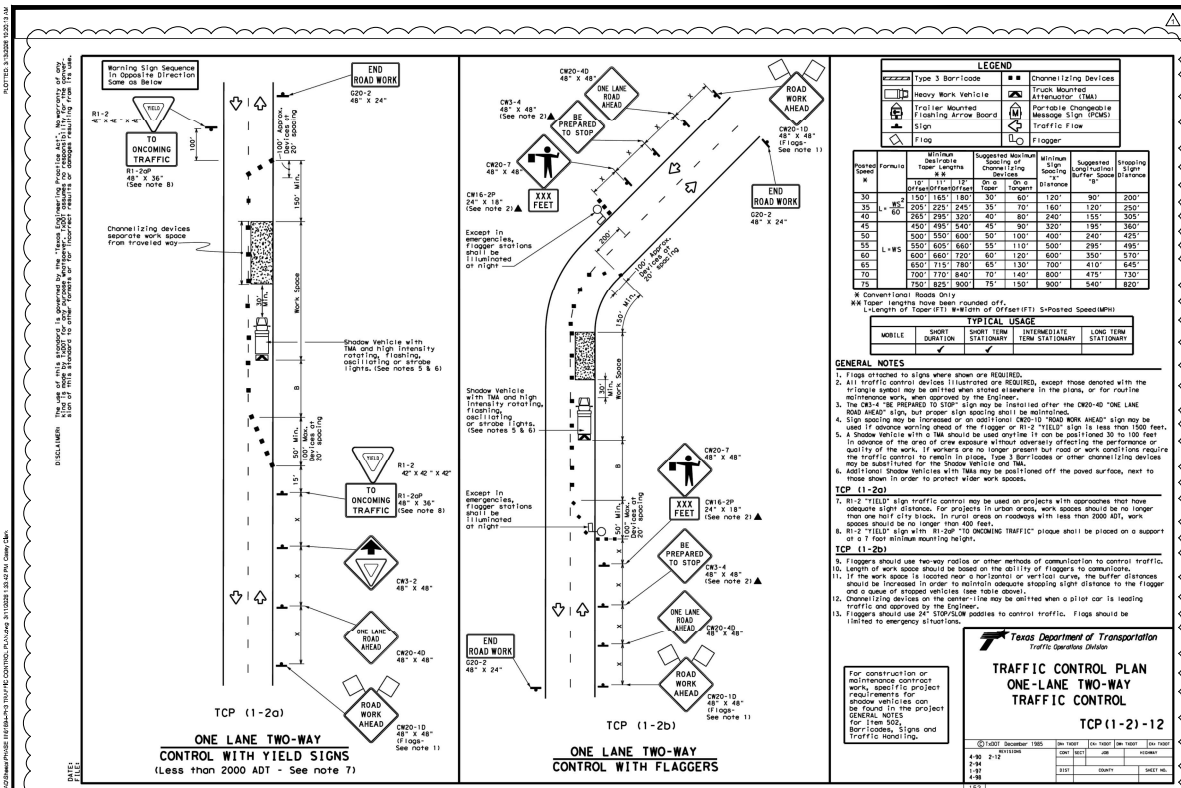
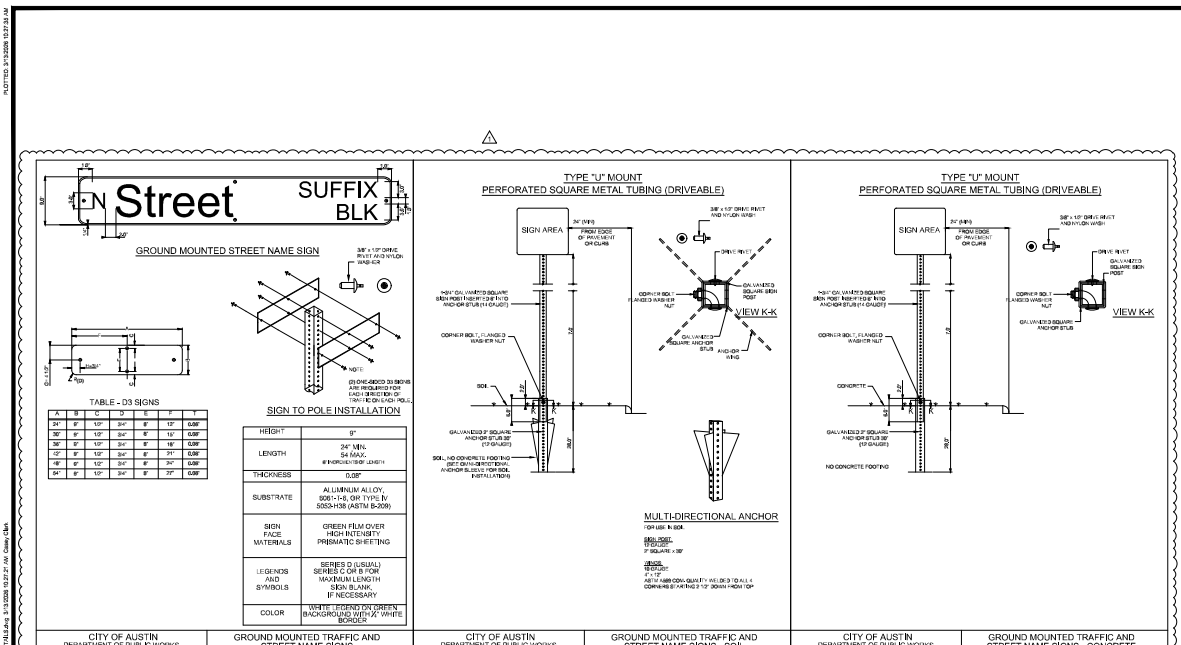




CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	GROUND MOUNTED TRAFFIC AND STREET NAME SIGNS	CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	GROUND MOUNTED TRAFFIC AND STREET NAME SIGNS - SOIL	CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	GROUND MOUNTED TRAFFIC AND STREET NAME SIGNS - CONCRETE
RECORD COPY SIGNED BY KERI JUAREZ 01/04/11 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. STANDARD NO. 824-2 1 OF 3	RECORD COPY SIGNED BY KERI JUAREZ 01/04/11 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. STANDARD NO. 824-2 2 OF 3	RECORD COPY SIGNED BY KERI JUAREZ 01/04/11 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. STANDARD NO. 824-2 3 OF 3

DESIGNERS MAPLE PARK
251 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 426-1000
FIRM REGISTRATION NO. 10934
AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT
NO. | DESCRIPTION | DATE
1 | ADDED CITY OF AUSTIN DETAILS & SIGNAGE SHEET | 3/13/2026
JOB NO PR61094
DATE JAN 2026
DESIGNED BY JB, CC
DRAWN BY JB, CC
CHECKED BY RPS
APPROVED BY RPS
SCALE: NONE
CITY OF AUSTIN SIGN MOUNT DETAILS
SHEET IDENTIFICATION
C-114
SHEET 16 OF 20

TABLE NO.1 STEEL BAR SIZE AND SPACING						
TYPE PAVEMENT	SLAB THICKNESS AND BAR SIZE		LONGITUDINAL*		TRANSVERSE*	
	T (IN.)	BAR SIZE	REGULAR BARS SPACING (IN.)	TIEBARS SPACING (IN.)	BARS SPACING (IN.)	TIEBARS SPACING (IN.)
CRCP	6.0	#5	7.5	7.5	24"	24"
	6.5		7.0	7.0		
	7.0		6.5	6.5		
	7.5		6.0	6.0		
	8.0		5.5	5.5		
	8.5		5.0	5.0		
	9.0		4.5	4.5		
	9.5		7.5	7.5		
	10.0	#6	7.0	7.0		
	10.5		6.75	6.75		
	11.0		6.5	6.5		
	11.5		6.25	6.25		
	12.0		6.0	6.0		
JRCP	18.0	#5	24.0	12.0	24	24
	18.5	#6	24.0	12.0	24	24
CPCD	18.0	#5	NONE	12.0	NONE	24
	18.5	#6	NONE	12.0	NONE	24

* USE 12" SPACING AS FIRST AND LAST SPACING AT END OR SIDE FOR ALL BARS.

GENERAL NOTES

1. ITEM 361, "REPAIR OF CONCRETE PAVEMENT" SHALL GOVERN FOR THIS WORK.
2. MULTIPLE PIECE TIEBARS SHALL BE USED WHEN THE REPAIR AREA MUST BE PLACED IN TWO STAGES DUE TO SEQUENCE OF CONSTRUCTION.
3. FULL DEPTH SAW CUTS SHALL BE MADE AROUND THE PERIMETER OF THE AREA TO BE REPAIRED. THE CUT SHALL BE MADE AT A RIGHT ANGLE TO THE PAVEMENT EDGE AND TO THE CENTER LINE OF THE PAVEMENT.
4. AT LEAST ONE LONGITUDINAL FULL DEPTH SAW CUT SHALL BE AT AN EXISTING LONGITUDINAL JOINT.
5. ADDITIONAL SAW CUTS MAY BE REQUIRED WITHIN THE AREA OF THE REPAIR TO FACILITATE REMOVAL OR THE CONCRETE OR TO ALLEVIATE BINDING OF THE FULL DEPTH SAW CUT AT THE REPAIR EDGE.
6. THE SAW CUTS WHICH EXTEND OUTSIDE THE AREA OF THE REPAIR WILL BE TIEBAR AND FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE ENGINEER.
7. EXISTING LONGITUDINAL AND TRANSVERSE JOINTS REMOVED DUE TO REPAIR OPERATION SHOULD BE RESTORED IN ACCORDANCE WITH STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."

GENERAL NOTES

1. ITEM 361, "REPAIR OF CONCRETE PAVEMENT" SHALL GOVERN FOR THIS WORK.
2. THE SAW CUTS WHICH EXTEND OUTSIDE THE AREA OF THE REPAIR WILL BE TIEBAR AND FILLED WITH A CEMENTITIOUS GROUT APPROVED BY THE ENGINEER.
3. EXISTING LONGITUDINAL AND TRANSVERSE JOINTS REMOVED DUE TO REPAIR OPERATION SHOULD BE RESTORED IN ACCORDANCE WITH STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."

SAW CUT REPAIR BOUNDARIES SAW CUT DEPTH ONLY 1/2C DO NOT SAW-CUT STEEL BARS.

DISTRESSED CONCRETE

12" MIN.

PLAN VIEW

REMOVE ALL LOOSE MATERIALS AND CONTAMINATED CONCRETE. REMOVE ONLY SOUND CONCRETE TO DEPTH SHOWN.

SAW CUT DEPTH ONLY 1/2C DO NOT SAW-CUT STEEL BARS.

SOUND CONCRETE

SOUND CONCRETE

LONGITUDINAL STEEL BARS

REPAIR AREAS MAY BE ADJUSTED AFTER REMOVING DISTRESSED CONCRETE. SWITCH THE HALF-DEPTH REPAIR TO FULL-DEPTH REPAIR IF THE DEPTH EXCEEDS 1/2 OF THE SLAB THICKNESS. IF DEEMED EFFICIENT, AS APPROVED, COMPENSATION WILL BE MADE FOR UNANTICIPATED VOLUMES OF REPAIR AREAS OR CHANGES IN SCOPE OF WORK.

INCREASE THE REPAIR AREA AND PERFORM A FULL-DEPTH REPAIR IF ADDITIONAL DISTRESSED CONCRETE IS FOUND OUTSIDE THE AREA DURING THE REMOVAL OPERATIONS. NO ADDITIONAL COMPENSATION WILL BE MADE.

SECTION A-A

HALF-DEPTH REPAIR

SEE DETAIL A

SEE GENERAL NOTES

REPAIR PATCH

PLAN VIEW

TRANSVERSE TIEBARS SHALL BE PLACED AT MIDDEPTH OF REPAIR MEDIUM. PLACED IN ONE LAYER AND TIED TO TIEBARS.

LONGITUDINAL TIEBARS SHALL BE PLACED AT MIDDEPTH OF REPAIR MEDIUM. PLACED IN ONE LAYER AND TIED TO TIEBARS.

DRILL AND EPOXY TIEBARS IN SOUND CONCRETE. MIN. EMBEDMENT INTO EXISTING CONCRETE. MIN. 12" EXTENDED INTO THE REPAIR PATCH.

TRANSVERSE TIEBARS DRILL AND EPOXY TIEBARS IN SOUND CONCRETE. MIN. EMBEDMENT INTO EXISTING CONCRETE. MIN. 12" EXTENDED INTO THE REPAIR PATCH.

DETAIL A GROUTED TIEBARS & REINFORCEMENT

FULL-DEPTH REPAIR OF CRCP, JRCP, AND CPCD

SHEET 1 OF 2

Texas Department of Transportation

REPAIR OF CONCRETE PAVEMENT

REPCP-14

SEE DETAIL B

SEE GENERAL NOTES

REPAIR PATCH

TRANSVERSE JOINT

PLAN VIEW

SAW CUT DEPTH T/2. JOINT SEALS: METHOD A OR B

TIEBARS

SAW CUTTING DONE TO THIS POINT ONLY

SMOOTH DOWEL BARS

SECTION A-A

TRANSVERSE TIEBARS DRILL AND EPOXY TIEBARS AT T/2. MIN. OF GRILLED HOLES AT T/2. MIN. EMBEDMENT INTO EXISTING CONCRETE. MIN. 12" EXTENDED INTO THE REPAIR PATCH.

RECONSTRUCTED JOINT

RECONSTRUCTED BASE

SMOOTH DOWEL BARS. DRILL AND EPOXY TIEBARS AT T/2. MIN. OF GRILLED HOLES AT T/2. MIN. EMBEDMENT INTO EXISTING CONCRETE. MIN. 12" EXTENDED INTO THE REPAIR PATCH.

LONGITUDINAL TIEBARS* BOTTOM OF GRILLED HOLES AT T/2. MIN. OF SHEET/CONCRETE AT T/2 EXISTING CONCRETE. MIN. 12" EXTENDED INTO THE REPAIR PATCH.

DETAIL B GROUTED TIEBARS & DOWELS

TABLE NO. 2 DOWELS (SMOOTH BARS)			
PAVEMENT THICKNESS (INCHES)	SIZE AND DIA.	LENGTH (IN.)	SPACING (IN.)
<10	#8 (1" DIA.)	18.0	12.0
210	#10 (1¼ IN.)		

REPAIR OF TRANSVERSE JOINT OF CPCD

SHEET 2 OF 2

Texas Department of Transportation

REPAIR OF CONCRETE PAVEMENT

REPCP-14

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDED TXDOT CONCRETE REPAIR DETAIL	3/13/2026

JOB NO	PR61094
DATE	JAN 2026
DESIGNED BY	B&N
DRAWN BY	B&N
CHECKED BY	RPS
APPROVED BY	RPS
SCALE	AS NOTED

TXDOT CONCRETE REPAIR DETAIL

SHEET IDENTIFICATION C-115

SHEET 17 OF 20

3/13/2026

BLUEWATER & MAPLE PARK, LLC
285 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 426-1000
FIRM REGISTRATION NO. 10934

AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT

CITY OF AUSTIN — TREE PROTECTION FENCE LOCATIONS — 6105-1

CITY OF AUSTIN — TREE PROTECTION FENCE TYPE A — CHAIN LINK FENCE — 6105-2

CITY OF AUSTIN — TREE PROTECTION FENCE MODIFIED TYPE A — CHAIN LINK — 6105-4

CITY OF AUSTIN — STABILIZED CONSTRUCTION ENTRANCE — 6415-1

SILT FENCE

SILT FENCE PLACEMENT FOR PERIMETER CONTROL

SECTION A-A

The City of San Marcos — SILT FENCE — 5429S-1-SM

The City of San Marcos — SILT FENCE — 5429S-1-SM

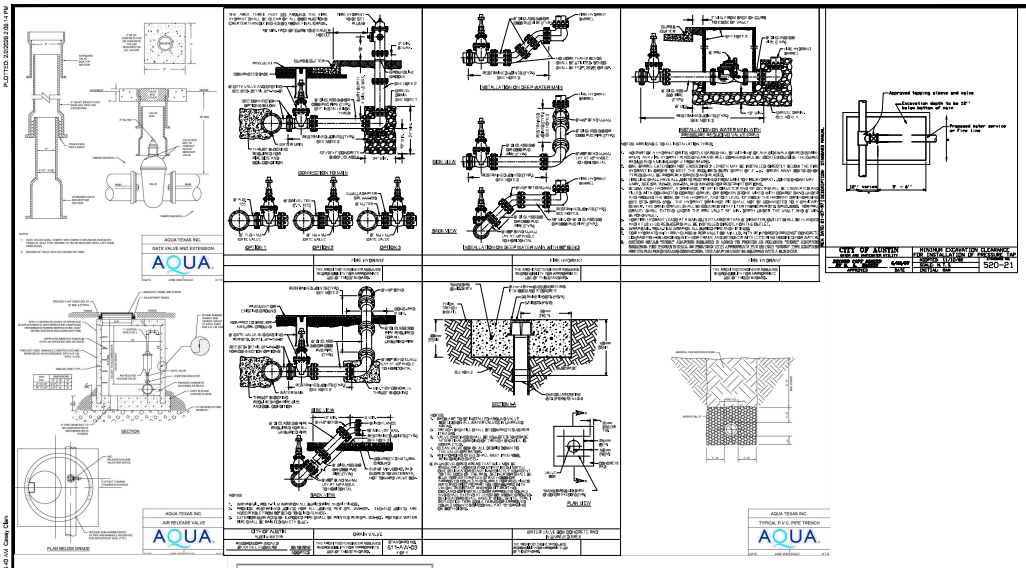
REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDED TXDOT CONCRETE REPAIR DETAIL	3/13/2026

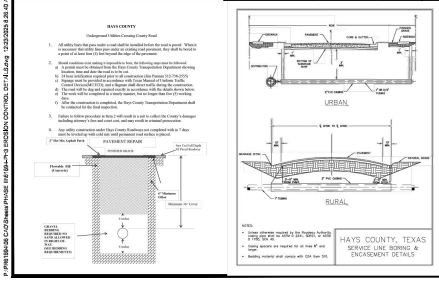
JOB NO	PR61094
DATE	JAN 2026
DESIGNED BY	B&N
DRAWN BY	B&N
CHECKED BY	RPS
APPROVED BY	RPS
SCALE	AS NOTED

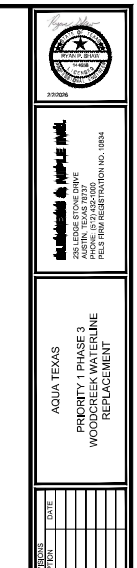
EROSION CONTROL DETAILS

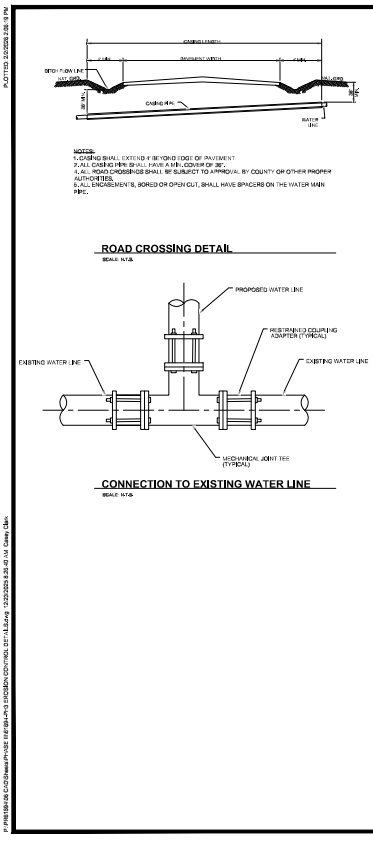
SHEET IDENTIFICATION CG-501

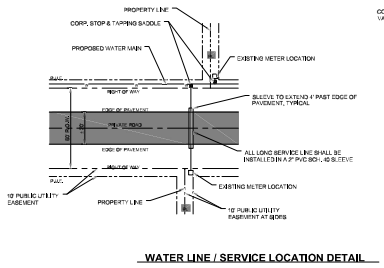
SHEET 18 OF 20

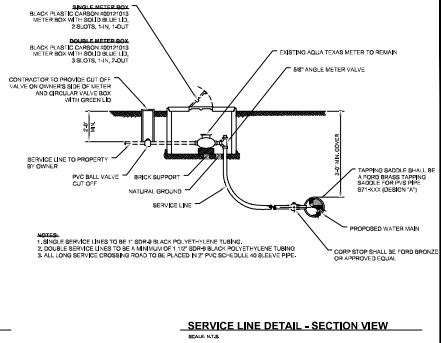

AQUA TEXAS INC.
GATE VALVE AND EXTENSION
AQUA
AQUA TEXAS INC.
AIR RELEASE VALVE
AQUA
AQUA TEXAS INC.
TYPICAL P.V.C. PIPE TRENCH
AQUA
CITY OF AUSTIN
HIGHLINE EXCAVATION CLEARANCE
SCD-21
OPTION 1
OPTION 2
OPTION 3
SECTION
PLAN BELOW GRADE

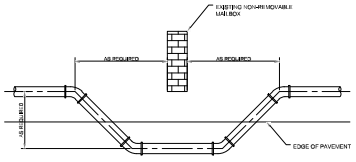

HAYS COUNTY
Underground Utilities Crossing County Road
URBAN
RURAL
HAYS COUNTY, TEXAS
SERVICE LINE BORING & ENCASEMENT DETAILS

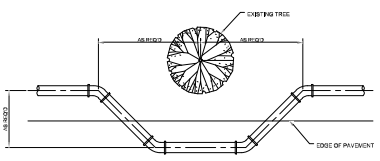

3/3/2026
AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT
REVISIONS
NO.
DESCRIPTION
DATE
JOB NO PR61094
DATE JAN 2026
DESIGNED BY B&N
DRAWN BY B&N
CHECKED BY RPS
APPROVED BY RPS
SCALE AS NOTED
WATER DETAILS 1 OF 2
SHEET IDENTIFICATION
CG-502
SHEET 22 OF 23

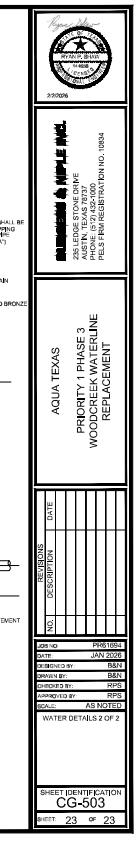

CASING DIA.
CASING PIPE
WATER LINE
NOTES:
1. CASING SHALL EXTEND 4' BEYOND EDGE OF PAVEMENT.
2. ALL CASING PIPE SHALL HAVE A MIN. COVER OF 36".
3. ALL ROAD CROSSINGS SHALL BE SUBJECT TO APPROVAL BY COUNTY OR OTHER PROPER AUTHORITIES.
4. ALL ENCASEMENTS, BORED OR OPEN CUT, SHALL HAVE SPACERS ON THE WATER MAIN PIPE.
ROAD CROSSING DETAIL
SCALE: N.T.S.
PROPOSED WATER LINE
RESTRAINED COUPLING ADAPTER (TYPICAL)
EXISTING WATER LINE
EXISTING WATER LINE
MECHANICAL JOINT TEE (TYPICAL)
CONNECTION TO EXISTING WATER LINE
SCALE: N.T.S.


PROPERTY LINE
CORP. STOP & TAPPING SADDLE
PROPOSED WATER MAIN
EXISTING METER LOCATION
RIGHT OF WAY
SLEEVE TO EXTEND 4' PAST EDGE OF PAVEMENT, TYPICAL
EDGE OF PAVEMENT
PAVED ROAD
EDGE OF PAVEMENT
ALL LONG SERVICE LINE SHALL BE INSTALLED IN A 2" PVC SCH. 40 SLEEVE
RIGHT OF WAY
10' PUBLIC UTILITY EASEMENT
PROPERTY LINE
EXISTING METER LOCATION
10' PUBLIC UTILITY EASEMENT AT 90DFS
WATER LINE / SERVICE LOCATION DETAIL


SINGLE METER BOX
BLACK PLASTIC CARSON #3501313 METER BOX WITH BOLT-ON BLUE LID, 2 SLOTS, 1-IN, 1-OUT
DOUBLE METER BOX
BLACK PLASTIC CARSON #3501713 METER BOX WITH BOLT-ON BLUE LID, 3 SLOTS, 1-IN, 2-OUT
EXISTING AQUA TEXAS METER TO REMAIN
90° ANGLE METER VALVE
CONTRACTOR TO PROVIDE CUT OFF VALVE ON OWNERS SIDE OF METER AND CIRCULAR VALVE BOX WITH GREEN LID
SERVICE LINE TO PROPERTY BY OWNER
PVC BALL VALVE CUT OFF
BRICK SUPPORT
NATURAL GROUND
SERVICE LINE
TAPPING SADDLE SHALL BE A FORD BRASS TAPPING SADDLE FOR PVC PIPE SF1-XXX (DESIGN "A")
PROPOSED WATER MAIN
CORP STOP SHALL BE FORD BRONZE OR APPROVED EQUAL
NOTES:
1. SINGLE SERVICE LINES TO BE 1" SDR-9 BLACK PO, YETHYLENE TUBING.
2. DOUBLE SERVICE LINES TO BE A MINIMUM OF 1 1/2" SDR-9 BLACK POLYETHYLENE TUBING
3. ALL LONG SERVICE CROSSING ROAD TO BE PLACED IN 2" PVC SCH-SCHEDULE 40 SLEEVE PIPE.
SERVICE LINE DETAIL - SECTION VIEW
SCALE: N.T.S.


EXISTING NON-REMOVABLE MAILBOX
AS REQUIRED
AS REQUIRED
AS REQUIRED
EDGE OF PAVEMENT
MAILBOX AVOIDANCE DETAIL
SCALE: N.T.S.


EXISTING TREE
AS REQ'D
AS REQ'D
AS REQ'D
EDGE OF PAVEMENT
TREE AVOIDANCE DETAIL


3/3/2026
AQUA TEXAS
PRIORITY 1 PHASE 3
WOODCREEK WATERLINE
REPLACEMENT
REVISIONS
NO.
DESCRIPTION
DATE
JOB NO PR61094
DATE JAN 2026
DESIGNED BY B&N
DRAWN BY B&N
CHECKED BY RPS
APPROVED BY RPS
SCALE AS NOTED
WATER DETAILS 2 OF 2
SHEET IDENTIFICATION
CG-503
SHEET 23 OF 23

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 05/01/2026 .

Utility Company Information:

Name: Hays County WCID #2
Address: 600 W. 5th Street Suite 900 AUSTIN TX
Phone: 5125608135
Contact Name: Samantha Bethke

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

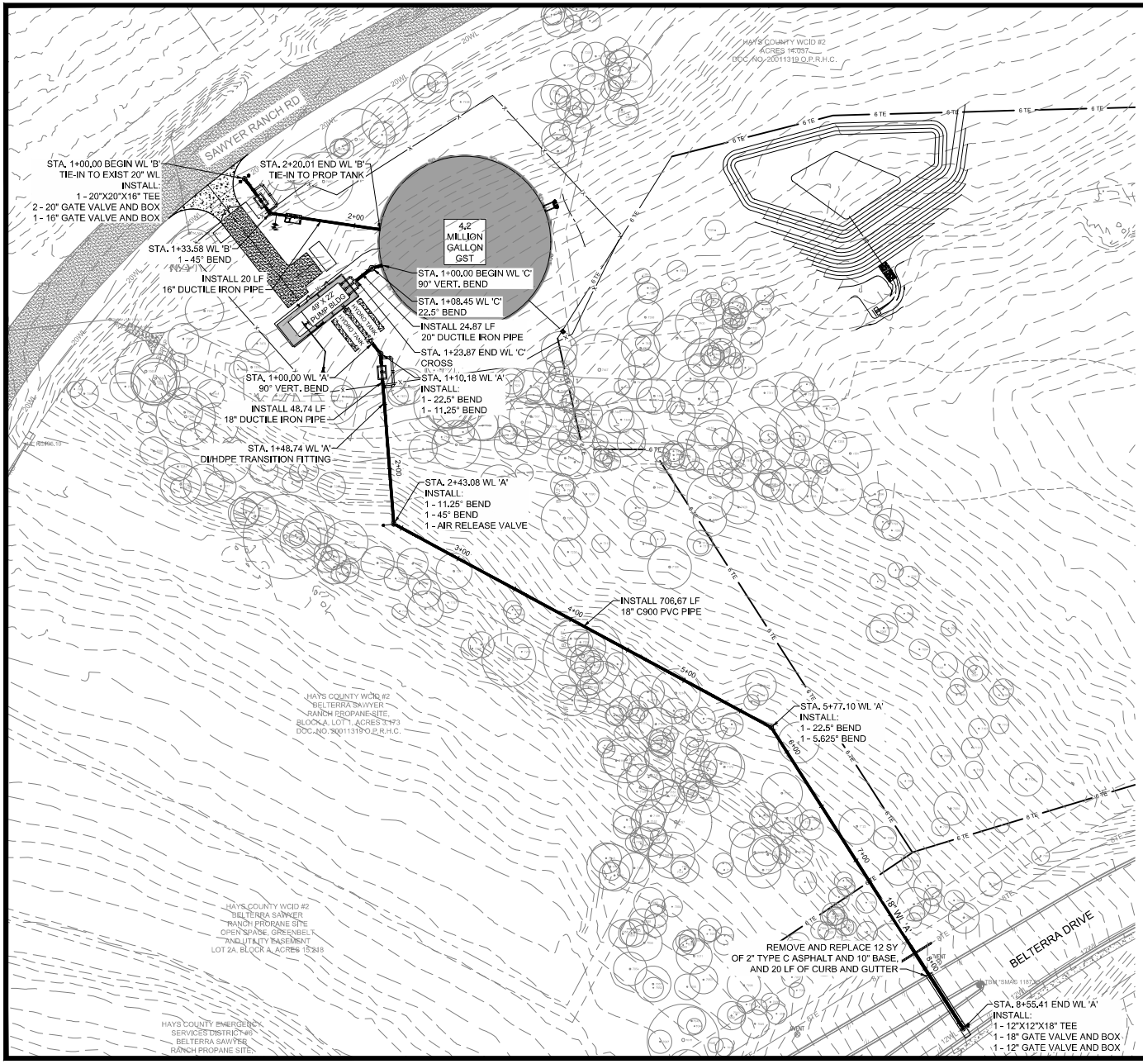
Hays County Information:

Utility Permit Number: TRN-2026-10535-UTL
Type of Utility Service: Ductile Iron and PVC Potable Waterlines
Project Description:
Road Name(s): Sawyer Ranch Rd, Belterra Drive
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 .

Signature Title Date



NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ROAD AND CURB AND GUTTER AS NECESSARY TO COMPLETE TIE. INCLUDE RELATED ITEMS IN REMOVAL AND REPLACEMENT OF ASPHALT LINE ITEM.
2. THERE IS EXISTING IRRIGATION IN THE BELTERRA DRIVE RIGHT-OF-WAY. CONTRACTOR TO REPLACE DAMAGED IRRIGATION. NO SEPARATE PAY.
3. CONTRACTOR WILL COORDINATE ALL IRRIGATION REPAIRS WITH THE DISTRICT'S LANDSCAPER, SUNSCAPE. IT IS RECOMMENDED TO PRE-TEST EXISTING SYSTEM.
4. ALL IRRIGATION IS 210, AND SHALL BE REPLACED IN ACCORDANCE WITH TCEQ RULES.
5. CONTRACTOR TO PROVIDE TRAFFIC CONTROL WHERE NECESSARY. INCLUDE ALL COSTS IN APPLICABLE BID ITEMS.
6. WATER LINE MATERIAL WILL BE C-900 DR14. OR DUCTILE IRON CLASS 350 AS SHOWN ON PLANS. SEE TRENCH DETAIL ON SHEET CG-504 FOR BACKFILL REQUIREMENTS.
7. CONTRACTOR TO COORDINATE WITH WTCPUA AND/OR DISTRICT'S OPERATOR BEFORE TIEING INTO ANY EXISTING LINES.

LEGEND

- PROPERTY LINE
- CREEK BUFFER PER PLAT
- 1170 EXISTING MAJOR CONTOURS
- 1171 EXISTING MINOR CONTOURS
- EASEMENT
- 1170 PROPOSED MAJOR CONTOURS
- 1171 PROPOSED MINOR CONTOURS
- SD STORM DRAINAGE

STATE OF TEXAS
LAUREN BARZELLA
108483
REGISTERED
PROFESSIONAL ENGINEER
15/2026

BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FIRM REGISTRATION NO. 10834

HAYS COUNTY WCID 1 & 2
4.2 MILLION GALLON GST & PUMPING STATION

REVISIONS NO.	DESCRIPTION	DATE

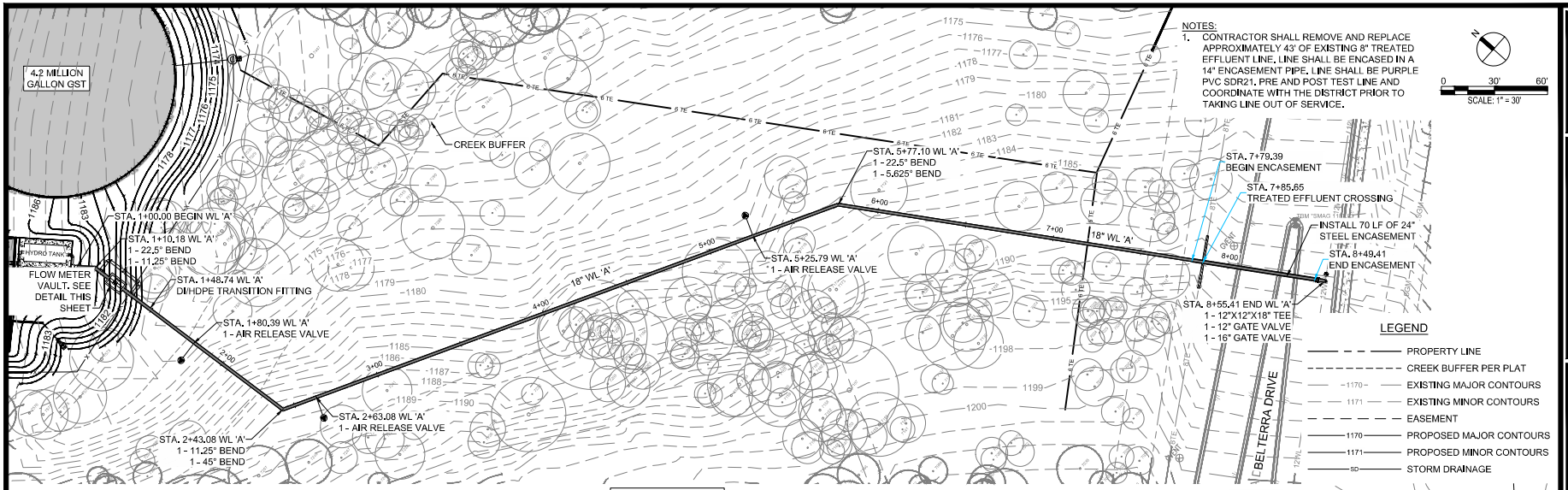
JOB NO:	PR62510
DATE:	JAN 2026
DESIGNED BY:	B&N
DRAWN BY:	B&N
CHECKED BY:	LBB
APPROVED BY:	LBB
SCALE:	1" = 40'

OVERALL WATER PLAN

SHEET IDENTIFICATION
C-121

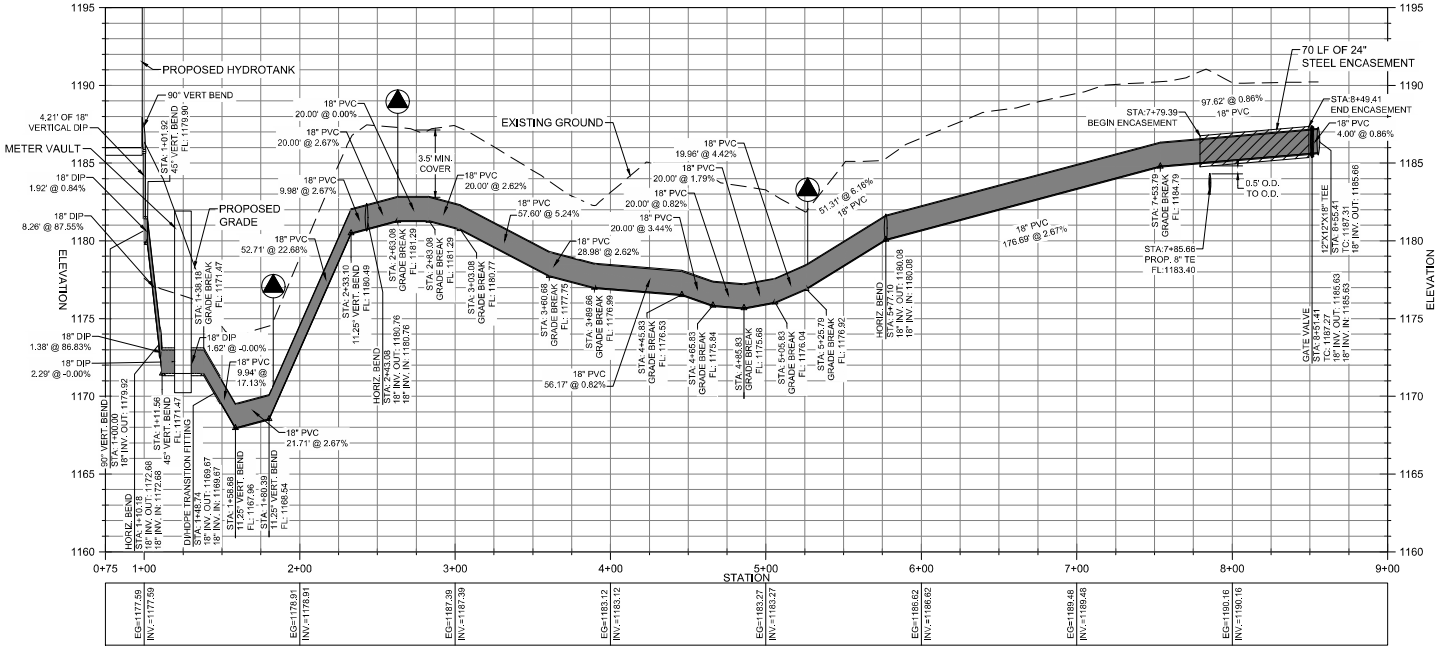
SHEET: 28 OF 43

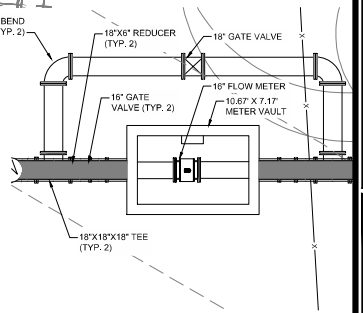
PLOTTED: 1/15/2026 2:57:17 PM
P:\PR62510\CAD\Sheets\C-119 OVERALL WATER PLAN.dwg 1/6/2026 3:24:55 PM Casey Clark



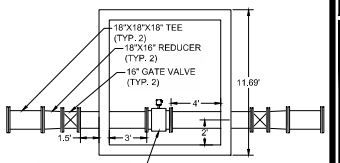
WL 'A' PROFILE

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'





FLOW METER VAULT
PLAN VIEW
SCALE: 1" = 5'



FLOW METER VAULT
SECTION VIEW
SCALE: 1" = 5'

BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FIRM REGISTRATION NO. 10834

HAYS COUNTY WCID 1 & 2
4.2 MILLION GALLON GST & PUMPING STATION

NO.	DESCRIPTION	DATE
	REVISIONS	

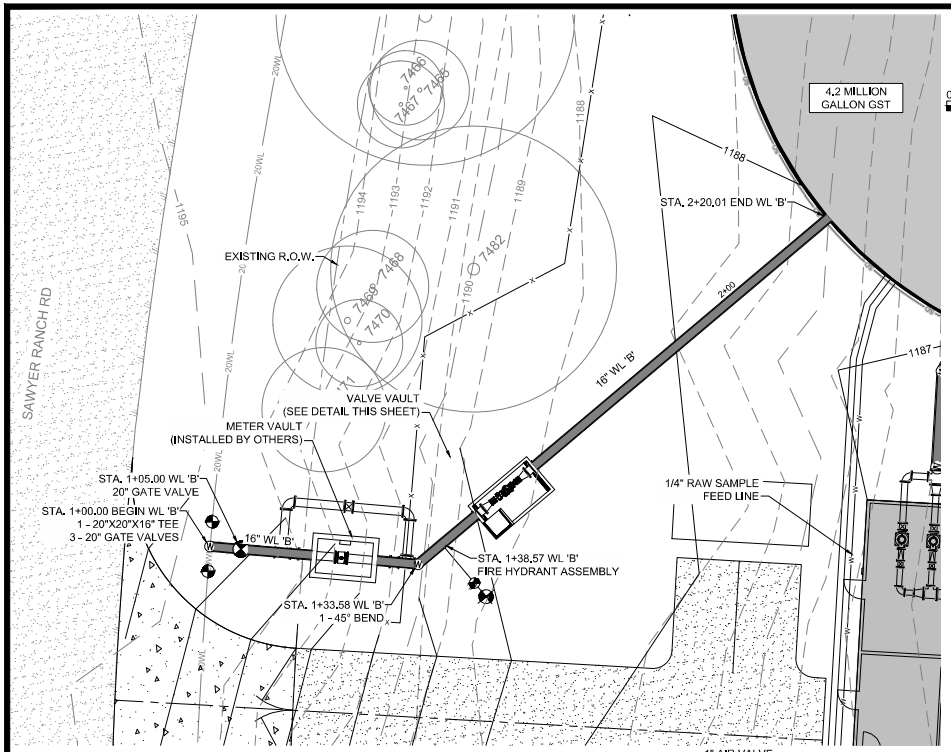
JOB NO:	PR62510
DATE:	JAN 2026
DESIGNED BY:	B&N
DRAWN BY:	B&N
CHECKED BY:	LBB
APPROVED BY:	LBB
SCALE:	AS NOTED

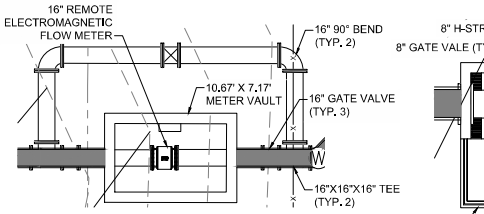
WATER LINE 'A' PLAN AND PROFILE

SHEET IDENTIFICATION
C-122

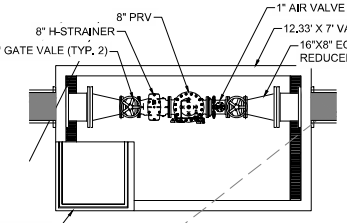
SHEET: 29 OF 43

PLOTTED: 1/15/2026 2:57:36 PM
P:\PR62510\CAD\Sheets\C-122 WATER LINE 'C' PLAN AND PROFILE.dwg 1/8/2026 8:41:56 AM Casey Clark





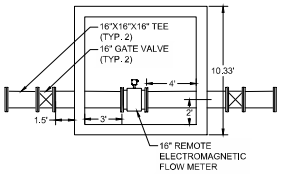
METER VAULT PLAN VIEW
SCALE: 1" = 5'



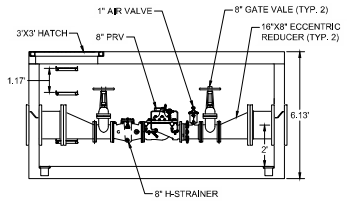
VALVE VAULT PLAN VIEW
SCALE: 1" = 3'

LEGEND

- PROPERTY LINE
- CREEK BUFFER
- 1170 EXISTING MAJOR CONTOURS
- 1171 EXISTING MINOR CONTOURS
- EASEMENT
- 1170 PROPOSED MAJOR CONTOURS
- 1171 PROPOSED MINOR CONTOURS



METER VAULT SECTION VIEW
SCALE: 1" = 5'

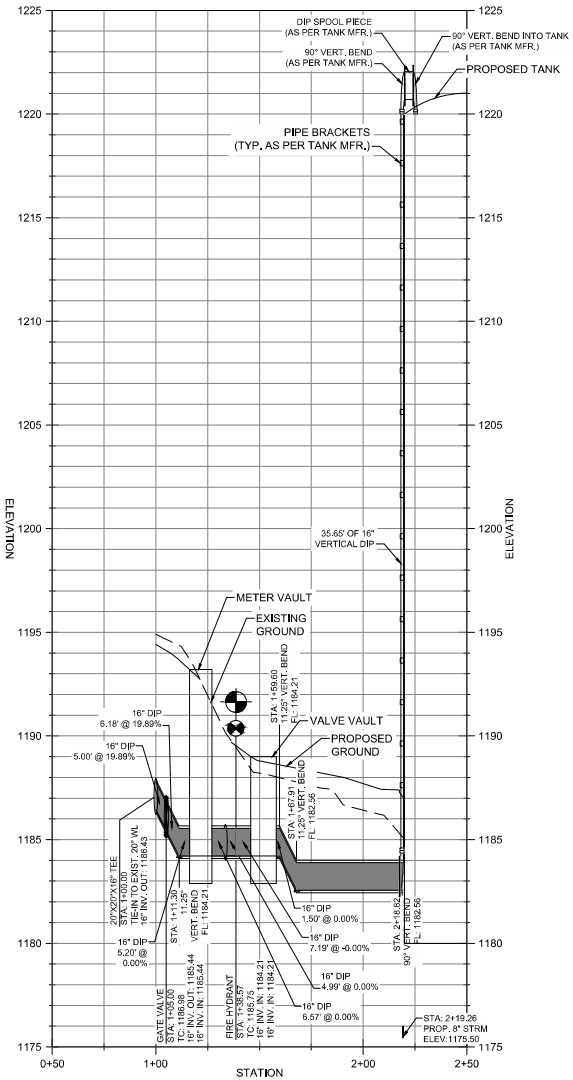


VALVE VAULT SECTION VIEW
SCALE: 1" = 3'

NOTES:
1. CONTRACTOR SHALL COORDINATE WITH WTCPUA PRIOR TO CONNECTING TO THE EXISTING SYSTEM.
2. CONTRACTOR TO FIELD VERIFY DEPTH OF EXISTING LINE PRIOR TO CONSTRUCTION.

WL 'B' PROFILE

HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'



STATE OF TEXAS
LAUREN BARZELLA
108483
LICENSED PROFESSIONAL ENGINEER
15/2026

BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FIRM REGISTRATION NO. 10034

HAYS COUNTY WCID 1 & 2
4.2 MILLION GALLON GST & PUMPING STATION

REVISIONS NO.	DESCRIPTION	DATE

JOB NO:	PR62510
DATE:	JAN 2026
DESIGNED BY:	B&N
DRAWN BY:	B&N
CHECKED BY:	LBB
APPROVED BY:	LBB
SCALE:	AS NOTED

WATER LINE 'B' PLAN AND PROFILE

SHEET IDENTIFICATION
C-123

SHEET: 30 OF 43

PLOTTED: 1/15/2026 2:57:50 PM
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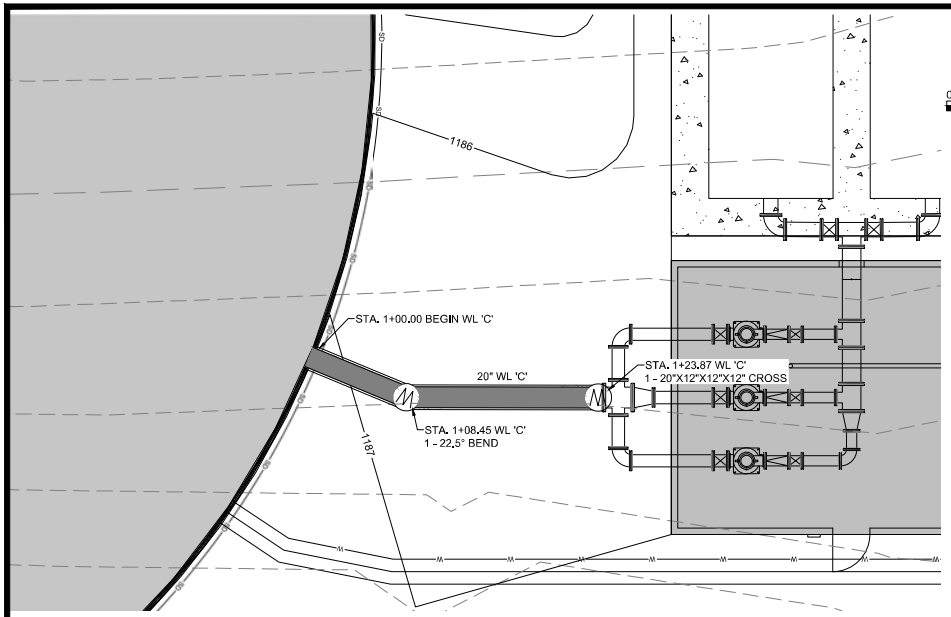
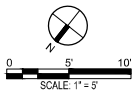
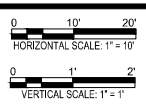
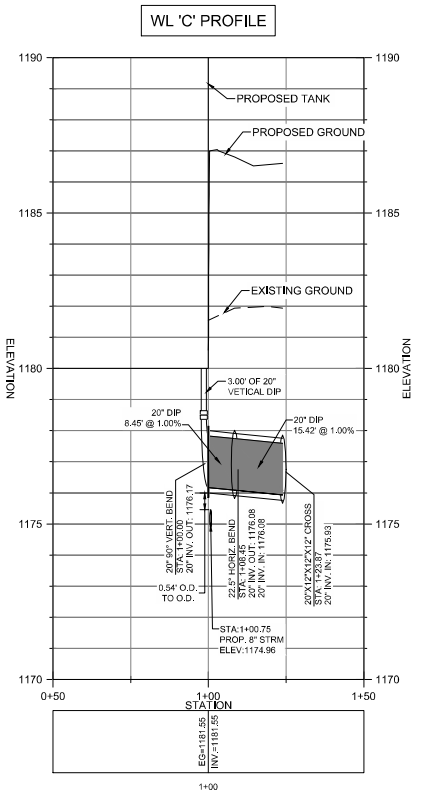
PLOTTED: 1/15/2026 2:59:00 PM









LEGEND

- PROPERTY LINE
- CREEK BUFFER
- 1170 EXISTING MAJOR CONTOURS
- 1171 EXISTING MINOR CONTOURS
- EASEMENT
- 1170 PROPOSED MAJOR CONTOURS
- 1171 PROPOSED MINOR CONTOURS

STATE OF TEXAS
LAUREN BARZELLA
108483
REGISTERED PROFESSIONAL ENGINEER
1/15/2026

BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FIRM REGISTRATION NO. 10034

HAYS COUNTY WCID 1 & 2
4.2 MILLION GALLON GST & PUMPING STATION

REVISIONS

NO.	DESCRIPTION	DATE

JOB NO:	PR62510
DATE:	JAN 2026
DESIGNED BY:	B&N
DRAWN BY:	B&N
CHECKED BY:	LBB
APPROVED BY:	LBB
SCALE:	AS NOTED

WATER LINE 'C' PLAN AND PROFILE

SHEET IDENTIFICATION
C-124

SHEET: 31 OF 43

P:\PR62510\CAD\Sheets\C-122 WATER LINE 'C' PLAN AND PROFILE.dwg 1/6/2026 8:41:56 AM Casey Clark

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 04/01/2026 .

Utility Company Information:

Name: Aqua Texas
Address: 1105 Clayton Ln Ste 400W Austin TX
Phone: 8175832225
Contact Name: Jay Holmes

Engineer / Contractor Information:

Name: Olson Construction Services
Address: Lipan TX
Phone: 8172437058
Contact Name: Ty Olson

Hays County Information:

Utility Permit Number: TRN-2026-10717-UTL
Type of Utility Service: water
Project Description:
Road Name(s): 761 Boulder Bluff
Subdivision:
Commissioner Precinct:

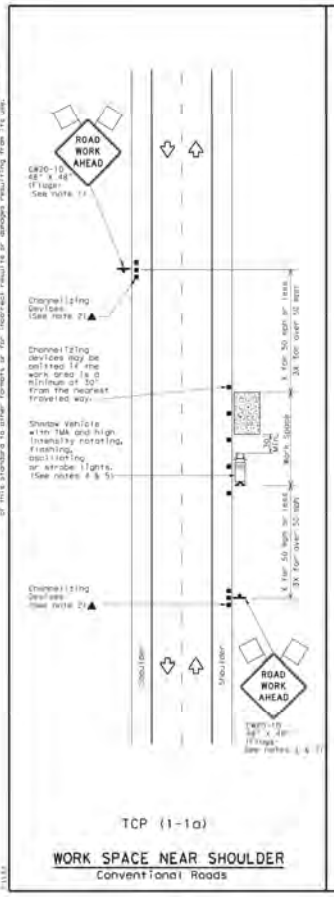
What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

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

Signature Title Date

AQUA TEXAS
BOULDER BLUFF 2" WATERLINE EXTENSION
HAYES COUNTY TEXAS

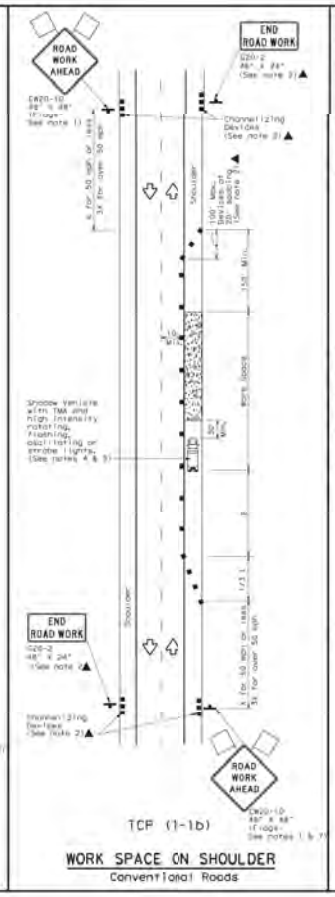
NOT TO SCALE



TCP (1-1a)

WORK SPACE NEAR SHOULDER

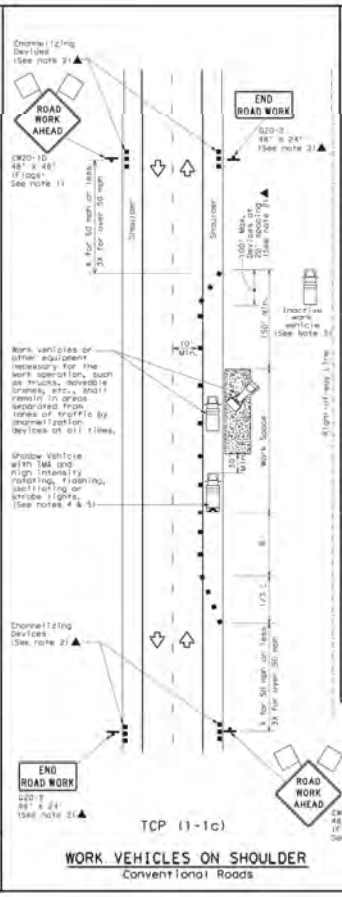
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths * ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "a" Distance	Suggested Longitudinal Buffer Space "b"
30	L = WS²/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

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

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. 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.
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 Shadow Vehicle with a TMA should be used (either 1) can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect other work spaces.
6. See TCP(1-1)for shoulder work on divided highways, expressways and freeways.
7. CW3-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE:	tcp1118.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT		
© TxDOT December 1985		CONT	SECT	JOB		HIGHWAY	
REVISIONS							
8-95	3-03	DIST	COUNTY			SHEET NO.	
8-98	3-13						

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty is made or intended concerning the adequacy of this standard for any particular application. The Department is not responsible for the engineering adequacy of this standard or any damage resulting from its use.

PLOTTED: 12/22/2020 9:43:27 AM
P:\PROJ\0604\06 CAD\Sheets\PHASE\BFC1604-H10 TRAFFIC CONTROL PLAN.dwg 12/22/2020 10:00:14 AM Casey Clark

AGENDA ITEM REQUEST FORM: G. 10.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Elaine H. Cardenas

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes for February 24, 2026 and March 10, 2026. **BECERRA/CARDENAS**

Summary

Attachments

2-24-26 Minutes
3-10-2026 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES

****

FEBRUARY 24, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 24th DAY OF FEBRUARY A.D., 2026, 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**
MORGAN HAMMER	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
CHARLENE CARROLL	**DEPUTY COUNTY CLERK**

Clerk's Note: For complete transcript go to Hays County Website
https://www.hayscountytx.gov/commissioners-court-live-stream
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

Kayla Lambert made a public comment urging the court to make a decision that will protect and conserve water. Sue Ann Harrison-Floyd, Board of Directors member of Southside Community Center and Retired Pediatrician, and Erika Rosa, Board of Directors member of Southside Community Center and a founder of Breaking Bread Outreach Ministries, Sam Benavides, Board Member of Southside Community Center and Mindy Webber, upcoming Board of Directors member of Southside Community Center and retired teacher made a public comment sharing the resources offered by the Southside Community Center and urged the court to support investing in the program. Carmen Rumbaut made a public comment commending the court for the protection of water. Carol Pennington, Vice President of the nonprofit group Hays Residents for Land and Water Protection, made a public comment against the rewrite of development regulations. Virginia Parker, San Marcos River Foundation, made a public comment in support of the protection of water in Hays County. Alejandra Rodriguez, Deputy County Clerk, read emailed public comments from the following individuals: Ana Carbajal and Dena Maddie wrote a public comment urging the court for a county-wide moratorium on the approval of permits for new industrial developments. Lucas Kraft wrote a public comment on the importance of water in Texas.

Presentation of February 2026 Service and Retirement Awards.

Mariah Pacheco, Employment and Compensation Coordinator with Hays County Human Resources, presented employees with service milestone and retirement awards.

Presentation regarding the 2025 Hays County Judicial Services Report.

Jason Facundo, Judicial Services Director, provided the court with a PowerPoint overview of Judicial Services in 2025. Judicial Services assisted in releasing 733 defendants on Pretrial Supervision, a 25% increase from 2024 and an average of 61 new clients per month. The department saved a total of $117,895 for Hays County, and there was a 94% success rate in pretrial clients appearing for court. Facundo thanked all agencies and courts that collaborate with the department as well as the continued support of the Commissioners Court since its founding in 2023. The court thanked Facundo and the Judicial Services Department for their work.

42846 Adopt a Proclamation recognizing February 2026 as Black History Month.

David Peterson, Constable Precinct 1, thanked the court for the proclamation and noted that this is the 100th year anniversary of the celebration of Black History. Peterson spoke about the various nonprofit organizations and festivals around the county.

Sandra Bryant, Justice of the Peace Precinct 5- Buda, expressed her appreciation to the court and addressed the historical significance and importance of the proclamation.Lilian Peterson-Jimenez, President of the Juneteenth Foundation Inc, spoke about her personal reflections on what black history means to her and encouraged the public to visit black history museums in Dallas, Corpus Christi and San Antonio. Charles Ramey, Dunbar Heritage Association, spoke about the association's mission and invited the public to a Sip, Paint and Poetry event on February 28th from 4 p.m to 7 p.m. at the Price Center. The court thanked everyone recognizing the proclamation for the positive contributions to Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing February 2026 as Black History Month.

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

5 - 0 Passed - Unanimously

42847 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

42848 Approve the payment of Juror disbursements.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the payment of Juror disbursements.

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

5 - 0 Passed - Unanimously

4 2 8 4 9 Approve the payment of United Healthcare and Texas Association of Counties 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 Judge Becerra, seconded by Commissioner Smith to approve the payment of United Healthcare and Texas Association of Counties 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 Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42850 Approve the payment of the February 28, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective February 28, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the payment of the February 28, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective February 28, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

5 - 0 Passed - Unanimously

42851 Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

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

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

5 - 0 Passed - Unanimously

42852 Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.

A motion was made by Judge Becerra, seconded by Commissioner Smith to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.

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

5 - 0 Passed - Unanimously

42853 Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting.

A motion was made by Judge Becerra, seconded by Commissioner Smith to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting.

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

5 - 0 Passed - Unanimously

42854 Approve Utility Permits.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve Utility Permits.

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

5 - 0 Passed - Unanimously

42855 Approve Commissioners Court Minutes for January 6, 2026 and January 20, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve Commissioners Court Minutes for January 6, 2026 and January 20, 2026.

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

5 - 0 Passed - Unanimously

42856 Approve the update of job titles in multiple departments to accurately reflect assigned duties and operational structure, effective February 24, 2026.

Erik Granjeno, Director of Human Resources, stated that the Payroll Department will create new job coded slot numbers for positions that do not currently exist and will close any outdated slot numbers that are no longer in use. Judge Becerra reminded the court although no money is tied to this item, this will affect future budgets.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the update of job titles in multiple departments to accurately reflect assigned duties and operational structure, effective February 24, 2026.

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

5 - 0 Passed - Unanimously

42857 Authorize the execution of a resolution for the submission of a grant application to the City of San Marcos Community Development Block Grant.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a resolution for the submission of a grant application to the City of San Marcos Community Development Block Grant.

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

5 - 0 Passed - Unanimously

42858 Accept the 2025 Annual Racial Profiling Report from the Hays County Constable Precinct 1.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept the 2025 Annual Racial Profiling Report from the Hays County Constable Precinct 1.

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

5 - 0 Passed - Unanimously

42859 Accept the 2025 Annual Racial Profiling Report from Hays County Constable Precinct 2.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept the 2025 Annual Racial Profiling Report from Hays County Constable Precinct 2.

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

5 - 0 Passed - Unanimously

42860 Accept the 2025 Annual Racial Profiling and Racial Profiling Analysis Reports from the Hays County Constable Precinct 5.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept the 2025 Annual Racial Profiling and Racial Profiling Analysis Reports from the Hays County Constable Precinct 5.

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

5 - 0 Passed - Unanimously

42861 Accept the 2025 Annual Racial Profiling Report from the Hays County Sheriff's Office.

A motion was made by Judge Becerra, seconded by Commissioner Smith to accept the 2025 Annual Racial Profiling Report from the Hays County Sheriff's Office.

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

5 - 0 Passed - Unanimously

42862 Authorize the execution of a First Amended Chapter 381 Economic Development Incentive Agreement related to Project Husky.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a First Amended Chapter 381 Economic Development Incentive Agreement related to Project Husky.

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

5 - 0 Passed - Unanimously

42863 Authorize the Precinct 4 County Commissioner to execute the Texas Historical Commission Antiquities Permit Application Form for Archeology as part of the City of Buda's Old Black Colony Road Reconstruction Project.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Precinct 4 County Commissioner to execute the Texas Historical Commission Antiquities Permit Application Form for Archeology as part of the City of Buda's Old Black Colony Road Reconstruction Project.

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

5 - 0 Passed - Unanimously

42864 Approve the purchase of one (1) Ballot Printer from Hart Intercivic for the Elections Office, in the amount of $9,663.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the purchase of one (1) Ballot Printer from Hart Intercivic for the Elections Office, in the amount of $9,663.00.

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

5 - 0 Passed - Unanimously

42865 Approve out-of-state travel for Deputy Jason Hatch to attend the Response to Bombing Incidents Course on April 28-30, 2026 in Socorro, New Mexico.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for Deputy Jason Hatch to attend the Response to Bombing Incidents Course on April 28-30, 2026 in Socorro, New Mexico.

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

5 - 0 Passed - Unanimously

42866 Approve out of state travel for Andrew Murken, Diane Sanchez, Karen Tinajero, Joseph Bodin, Linda Duran, Mark Chambers and Noel Juarez in the Information Technology Department to attend the Tyler Connect Conference on April 7-10, 2026 in Las Vegas, NV.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out of state travel for Andrew Murken, Diane Sanchez, Karen Tinajero, Joseph Bodin, Linda Duran, Mark Chambers and Noel Juarez in the Information Technology Department to attend the Tyler Connect Conference on April 7-10, 2026 in Las Vegas, NV.

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

5 - 0 Passed - Unanimously

42867 Approve out-of-state travel for Emergency Communications Manager Megan Jones to attend the Tyler Connect Conference on April 7-10, 2026, in Las Vegas, Nevada.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for Emergency Communications Manager Megan Jones to attend the Tyler Connect Conference on April 7-10, 2026, in Las Vegas, Nevada.

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

5 - 0 Passed - Unanimously

42868 Approve out-of-state travel for CECC Director Stephanie Robinson and GIS / CAD Specialist Carolyn Silva to attend the Tyler Connect Conference and Advisory Board Meetings on April 6-10, 2026 in Las Vegas, Nevada.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for CECC Director Stephanie Robinson and GIS / CAD Specialist Carolyn Silva to attend the Tyler Connect Conference and Advisory Board Meetings on April 6-10, 2026 in Las Vegas, Nevada.

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

5 - 0 Passed - Unanimously

42869 Approve out-of-state travel for the Office of Emergency Services GIS Specialist William Baumann to attend the Tyler Technologies Advisory Board Meetings on April 5-8, 2026 in Las Vegas, Nevada.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for the Office of Emergency Services GIS Specialist William Baumann to attend the Tyler Technologies Advisory Board Meetings on April 5-8, 2026 in Las Vegas, Nevada.

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

5 - 0 Passed - Unanimously

42870 Approve out-of-state travel for Deputy Aaron McCoy to attend the Law Enforcement-Counter Terrorism Course on May 4-9, 2026, in Little Rock, Arkansas.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for Deputy Aaron McCoy to attend the Law Enforcement-Counter Terrorism Course on May 4-9, 2026, in Little Rock, Arkansas.

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

5 - 0 Passed - Unanimously

42871 Approve Amendment 1 to the General Land Office Contract No. 22-130-022D868 for a period not to exceed February 28, 2027.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve Amendment 1 to the General Land Office Contract No. 22-130-022D868 for a period not to exceed February 28, 2027.

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

5 - 0 Passed - Unanimously

42872 Approve the replacement of a water heater located at the Juvenile Detention Center from Bullfrog Plumbing, LLC in the amount of $20,000.00 and authorize a 50% deposit and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the replacement of a water heater located at the Juvenile Detention Center from Bullfrog Plumbing, LLC in the amount of $20,000.00 and authorize a 50% deposit and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42873 Authorize payment to the City of San Marcos for invoices in the amount of $13,924.08 for costs related to real estate services for a property located at 211 Lee Street in San Marcos and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize payment to the City of San Marcos for invoices in the amount of $13,924.08 for costs related to real estate services for a property located at 211 Lee Street in San Marcos and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42874 Authorize the execution of a corrected Second Amendment to the Interlocal Cooperation Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to School Resource Officers.

Commissioner Smith thanked the legal department for coordinating with Hays Consolidated ISD school resource officers to update the contract.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a corrected Second Amendment to the Interlocal Cooperation Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to School Resource Officers.

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

5 - 0 Passed - Unanimously

42875 Authorize the execution of the annual renewal agreement between Facilities and Resource Management and American Aerobic Management Systems (AAMS) in the amount of $2,985.00 for the annual maintenance and inspections of various Hays County-owned septic systems, effective February 15, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of the annual renewal agreement between Facilities and Resource Management and American Aerobic Management Systems (AAMS) in the amount of $2,985.00 for the annual maintenance and inspections of various Hays County-owned septic systems, effective February 15, 2026.

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

5 - 0 Passed - Unanimously

42876 Authorize the Hays County Judge to execute an amendment and renewal of the Interlocal Agreement with the Guadalupe-Blanco River Authority regarding the funding and implementation of the Plum Creek Watershed Protection Plan (PCWPP) executed on or about July 11, 2011 and renewed on or about May 2, 2023.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Hays County Judge to execute an amendment and renewal of the Interlocal Agreement with the Guadalupe-Blanco River Authority regarding the funding and implementation of the Plum Creek Watershed Protection Plan (PCWPP) executed on or about July 11, 2011 and renewed on or about May 2, 2023.

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

5 - 0 Passed - Unanimously

42877 Authorize the execution of an agreement with Move Solutions for services in the amount of $22,888.80 related to moving four administrative offices from the Government Center to 1901 Dutton Dr., and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of an agreement with Move Solutions for services in the amount of $22,888.80 related to moving four administrative offices from the Government Center to 1901 Dutton Dr., and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42878 Authorize payment in the amount of $3,000.00 to Conference on Crimes Against Women for five employees of the Hays County Criminal District Attorney's Office to attend the 2026 Conference in Dallas, TX, May 18-21, where no purchase order was issued as required per Hays County Purchasing Policy.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize payment in the amount of $3,000.00 to Conference on Crimes Against Women for five employees of the Hays County Criminal District Attorney's Office to attend the 2026 Conference in Dallas, TX, May 18-21, where no purchase order was issued as required per Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

42879 Authorize the renewal of an Annual Service Agreement with Valorence, LLC. in the amount of $3,500.00; authorize a waiver to the purchasing policy.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the renewal of an Annual Service Agreement with Valorence, LLC. in the amount of $3,500.00; authorize a waiver to the purchasing policy.

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

5 - 0 Passed - Unanimously

42880 Authorize the execution of the 2026 annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of $6,449.60 for annual wildlife management services for the Gay Ruby Dahlstrom Nature Preserve.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of the 2026 annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of $6,449.60 for annual wildlife management services for the Gay Ruby Dahlstrom Nature Preserve.

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

5 - 0 Passed - Unanimously

42881 Authorize Facilities and Resource Management to replace the 80-gallon water heater at the Government Center with a new unit in the amount of $6,618.58 and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize Facilities and Resource Management to replace the 80-gallon water heater at the Government Center with a new unit in the amount of $6,618.58 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42882 Authorize the Constable Pct. 5 Office to accept insurance proceeds from the Texas Association of Counties in an amount of $7,914.15 related to vehicle damages and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Constable Pct. 5 Office to accept insurance proceeds from the Texas Association of Counties in an amount of $7,914.15 related to vehicle damages and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42883 Authorize the execution of a First Amendment to the Assisted Outpatient Treatment Program Memorandum of Understanding (MOU) with A Better Boat, LLC, increasing the current MOU by $21,860.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a First Amendment to the Assisted Outpatient Treatment Program Memorandum of Understanding (MOU) with A Better Boat, LLC, increasing the current MOU by $21,860.00.

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

5 - 0 Passed - Unanimously

42884 Approve specifications for RFP 2026-P04 Eastside Campus - Commissioning Agent and authorize purchasing to advertise and solicit proposals.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve specifications for RFP 2026-P04 Eastside Campus - Commissioning Agent and authorize purchasing to advertise and solicit proposals.

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

5 - 0 Passed - Unanimously

42885 Approve specifications for RFP 2026-P11 Promotional Testing Services, Sheriff's Office and authorize purchasing to advertise and solicit proposals.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve specifications for RFP 2026-P11 Promotional Testing Services, Sheriff's Office and authorize purchasing to advertise and solicit proposals.

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

5 - 0 Passed - Unanimously

42886 Approve specifications for IFB 2026-B02 Bear Creek - Low Water Crossing, and authorize the Purchasing Office to advertise and solicit bids.

Commissioner Smith stated that this is the bid to start construction on the Bear Creek Low Water Crossing, which is a 2016 road bond item.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve specifications for IFB 2026-B02 Bear Creek - Low Water Crossing, and authorize the Purchasing Office to advertise and solicit bids.

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

5 - 0 Passed - Unanimously

42887 Discussion and possible action to call for a public hearing on March 10, 2026, to consider the implementation of a 'No Left Turn' for the Rooster Springs Elementary.

Commissioner Smith clarified that this item was at the request of the Dripping Springs Independent School District.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to call for a public hearing on March 10, 2026, to consider the implementation of a 'No Left Turn' for the Rooster Springs Elementary.

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

5 - 0 Passed - Unanimously

42888 Discussion and possible action to authorize the execution of the County Corridor Agreement with the Texas Department Transportation (TxDOT) in accordance with HB 3697 from the 88th Texas Legislative Session.

Commissioner Smith stated that in the 88th Legislature, HB 3697 requires all counties to submit a general road and roadway plan and that the 2021 Master Transportation Plan qualifies for submission. Once the plan is updated, the county will resubmit again.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of the County Corridor Agreement with the Texas Department Transportation (TxDOT) in accordance with HB 3697 from the 88th Texas Legislative Session.

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

5 - 0 Passed - Unanimously

42889 Discussion and possible action to adopt a Resolution of Support for Caldwell County's submission to the Capital Area Metropolitan Planning Organization (CAMPO) 2028-2031 grant applications for the FM 2720 Widening project in Caldwell County.

Commissioner Ingalsbe stated this is to support Caldwell County project that will enhance widening and connectivity.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Resolution of Support for Caldwell County's submission to the Capital Area Metropolitan Planning Organization (CAMPO) 208-2031 grant applicaitons for the FM 2720 Widening project in Caldwell County.

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

5 - 0 Passed - Unanimously

42890 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the subdivision bond #83BSBJK9053 in the amount of $53,844.00, acceptance of the 2-year maintenance bond #PB03016801419 in the amount of $48,533.85, and acceptance of the 1-year revegetation bond / for 6 Creeks subdivision, Phase 1, Section 17.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to accept the road construction and surface drainage improvements, release of the subdivision bond #83BSBJK9053 in the amount of $53,844.00, acceptance of the 2-year maintenance bond #PB03016801419 in the amount of $48,533.85, and acceptance of the 1-year revegetation bond / for 6 Creeks subdivision, Phase 1, Section 17.

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

5 - 0 Passed - Unanimously

42891 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the performance bond #0873578 in the amount of $123,931.92, acceptance of the 2-year maintenance bond #PB03016801417 in the amount of $69,266.92, and acceptance of the 1-year revegetation bond #PB03016801195M in the amount of $25,781.61 for 6 Creeks subdivision, Phase 1, Section 15.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to accept the road construction and surface drainage improvements, release of the performance bond #0873578 in the amount of $123,931.92, acceptance of the 2-year maintenance bond #PB03016801417 in the amount of $69,266.92, and acceptance of the 1-year revegetation bond #PB03016801195M in the amount of $25,781.61 for 6 Creeks subdivision, Phase 1, Section 15.

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

5 - 0 Passed - Unanimously

42892 Discussion and possible action to consider the release of maintenance bond #2322927 in the amount of $207,976.09, release of revegetation bond #2322927 in the amount of $11,784.00, and acceptance of the roads into the County Road Maintenance System for Prairie Lakes Subdivision Phase 1, Section 1.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to release of maintenance bond #2322927 in the amount of $207,976.09, release of revegetation bond #2322927 in the amount of $11,784.00, and acceptance of the roads into the County Road Maintenance System for Prairie Lakes Subdivision Phase 1, Section 1.

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

5 - 0 Passed - Unanimously

42893 Discussion and possible action to approve the selection of DCCM (formerly Binkley & Barfield, Inc. (BBI)) to provide Utility Coordination services for the Windy Hill Road project in Precinct No. 1 and Precinct No. 2 and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the selection of DCCM (formerly Binkley & Barfield, Inc. (BBI)) to provide Utility Coordination services for the Windy Hill Road project in Precinct No. 1 and Precinct No. 2 and authorize staff and counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

42894 Discussion and possible action to approve the selection of BGE, Inc., to provide design engineering services for the Hillside Terrace project in Precinct 2 and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the selection of BGE, Inc., to provide design engineering services for the Hillside Terrace project in Precinct 2 and authorize staff and counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

42895 Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-47) between Hays County and Alfred Benesch & Company to provide design services for the RM 150 East project in Precinct 1 and Precinct 2.

Commissioner Ingalsbe stated Alfred Benesh & Company was selected in November 2025 for design services, and clarified that this is the negotiated contract for consideration.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Contract for Engineering Services (2026-PSA-47) between Hays County and Alfred Benesch & Company to provide design services for the RM 150 East project in Precinct 1 and Precinct 2.

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

5 - 0 Passed - Unanimously

42896 PLN-2901-PC; Call for a Public Hearing on March 10th, 2026 regarding Oakridge Park at Kinnicinik, Section 5, Lot 6A, Replat.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to call for a Public Hearing on March 10th, 2026 regarding Oakridge Park at Kinnicinik, Section 5, Lot 6A, Replat (PLN-2901-PC).

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

5 - 0 Passed - Unanimously

42897 PLN-2855-PC; Call for a Public Hearing on March 10th, 2026 regarding the Hawk Ridge Phase 2 Replat of lots 2-16 & 27.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to call for a Public Hearing on March 10th, 2026 regarding the Hawk Ridge Phase 2 Replat of lots 2-16 & 27(PLN-2855-PC).

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

5 - 0 Passed - Unanimously

42898 PLN-2756-NP; Ratify Approval for the Poco Loco, Final Plat.

Colby Machacek, Development Services Senior Planner, provided background on the property and stated staff has administratively approved this plat.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to ratify approval for the Poco Loco, Final Plat (PLN-2756-NP).

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

5 - 0 Passed - Unanimously

42899 PLN-2727-NP; Ratify approval for the River Oaks of Wimberley, Lots 3A & 3B Final Plat.

Colby Machacek, Development Services Senior Planner, provided background on the property and stated staff has administratively approved this plat.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to ratify approval for the River Oaks of Wimberley, Lots 3A & 3B Final Plat (PLN-2727-NP).

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

5 - 0 Passed - Unanimously

42900 PLN-2680-NP; Ratify approval of the Mount Sharp Airpark, Final Plat.

Colby Machacek, Development Services Senior Planner, provided background on the property and stated staff has administratively approved this plat. Commissioner Hammer expressed disappointment with this item; however, the plat has met the 5 requirements.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to ratify approval of the Mount Sharp Airpark, Final Plat (PLN-2680-NP).

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

5 - 0 Passed - Unanimously

42901 Discussion and possible action to authorize the Hays County Human Resources Department to coordinate onsite Preventive Care Services through Teledoc Health, Inc. for eligible employees as an additional benefit in connection with Hays County's employee benefits program.

Erik Granjano, Director of Human Resources, stated the onsite preventative care service will provide employees with the convenience of receiving the care they need and stated only 56% of employees have completed the required wellness exam. Commissioner Ingalsbe had concerns about whether the wellness program had been widely broadcast with the proper information to employees and if it was sent out in spanish. Granjeno assured Commissioner Ingalsbe that all efforts to relay the proper information in a timely manner to all departments have been conducted, but no information has been provided in spanish. Aaron Jones, Director of Transportation, stated that Granjeno and his department have been very informative in providing the proper resources and information for the Transportation Department. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, clarified for the public that the Teladoc Health services agreement in the backup is not to be executed by the court. Stephanie Hunt, Purchasing Agent, questioned why the agreement would not be executed. Granjeno stated that the current insurance, BlueCross BlueShield, already contracts with Teladoc, and the county contracts through TAC, therefore the rate is locked in.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Hays County Human Resources Department to coordinate onsite Preventive Care Services through Teledoc Health, Inc. for eligible employees as an additional benefit in connection with Hays County's employee benefits program.

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

5 - 0 Passed - Unanimously

Discussion and possible action to adopt a Resolution related to emergency drought response and water conservation measures in Hays County.

Judge Becerra thanked the City of San Marcos for granting the community time to process the potential of six data centers. Becerra read a self-written statement regarding the purpose of resolution and urged the court to pause in finalizing any permits for industrial users. Charlene Carroll, Deputy County Clerk, read statements from Hood County Commissioner Samuelson and U.S. Senator Bernie Sanders about a moratorium on data center construction. Bobby Levinski, Abigail Lindsey, Laurie Brown, Angie Unger, Gena Fleming, Randall Terrell, Caylee Champagne, Sheridan Schaefer, Zane Porterfield, CJ Cetina, MJ Northrop, Zachary Tyndall, and Mary Greene made public comments in support of the resolution for water conservation in Hays County and urged the court to come to an agreement. Alejandra Rodriguez, Deputy County Clerk read emailed public comment from the following individuals in support of the resolution: Matt Bower, Johnny Flores, Georgia Parker Clogston, Joe Peters, Beth Hawes, Katherine Brown, Kirsten Bjornson, Pamela Parr, Brenda Cox, Patrick Cox, Sandi Frischen, Sean Jones, Jennifer Lindsey, Meagan Lavender, Alan Eckert, Barry Lindsey, Carol Lindsey, Kate Shaw, Amy Kamp, Audrey McGuire, Gina Thompson, Jessica Moreno, Martin Salmi, Torie Haltom, Casey Marshall, Thomas Winchell, Kalyssa Farrer, Kelle Bradshaw, and Roxanna Tuff. Commissioner Ingalsbe voiced her support for the comments presented and affirmed that she stands by the concerns of her constituents. She expressed her apprehension regarding the various data center construction projects and noted that, unfortunately, the court does not have the authority to impose a moratorium. She then asked counsel to provide a legal opinion on the section of the resolution that references a potential pause. Jordan Powell, First Assistant Criminal District Attorney - District Attorney, stated there would not be a legal difference between a moratorium or pause; all would have the same legal effects. Commissioner Cohen addressed the significant concerns surrounding water usage and requested input from legal counsel. She also urged the public to consider how the community can come together on a larger regional scale and pool resources collaboratively. Commissioner Hammer expressed her support for water conservation and noted that local governments have limited authority to address water issues due to gaps in state policy. She read an excerpt from an email sent to the court by State Representative Erin Zwiener and highlighted that the court has previously passed resolutions and agreements, and continues to work with local entities to address ongoing water concerns.

Commissioner Smith stated he supports the idea behind the resolution but does not feel the court has legal authority to enact a moratorium. The court had a lengthy discussion on the adoption of the resolution.

Clerk's Note: Judge Becerra called for a recess that began at 12:15 p.m. and resumed back into open court at 12:27 p.m.

Judge Becerra opposed delaying further consideration of the resolution and urged the court to adopt it that day. Powell clarified that the version presented in court was not the same version shared the previous week and stated that any resolution imposing a pause would fall outside the county's legal authority. The court continued a lengthy discussion regarding water conservation. Chase Young, Assistant Criminal District Attorney for the Civil Division, explained that he has spent considerable time working with Development Services to identify ways to protect groundwater. He cautioned that adopting the resolution could expose the county to significant liability. Judge Becerra tabled the item to be brought back at a later court date. No action taken.

Clerk's Note: Agenda Item #K-3 RE: *Discussion and possible action to adopt Findings of Fact regarding drought conditions, groundwater supply limitations, and potential risks to Hays County's ability to maintain adequate water availability for emergency services and fire suppression.* **- WAS PULLED.**

Clerk's Note: Agenda Item #K-4 RE: *Discussion and possible action to direct County staff to evaluate and propose amendments to County development review procedures to ensure water conservation and water supply feasibility are adequately measured and considered for developments with projected high water demand.* **- WAS PULLED.**

42902 Discussion and possible action to authorize Commissioner Ingalsbe to execute a Letter of Support on behalf of the Commissioners Court in support of Central Texas Food Bank's response to the City of San Marcos' Community Development Block Grant Opportunity.

Commissioner Ingalsbe stated that the Central Texas Food Bank is seeking a letter of support from Hays County to submit for the Block Grant.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Commissioner Ingalsbe to execute a Letter of Support on behalf of the Commissioners Court in support of Central Texas Food Bank's response to the City of San Marcos' Community Development Block Grant Opportunity.

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

5 - 0 Passed - Unanimously

42903 Discussion and possible action to authorize the Termination Notice to Broaddus & Associates, related to the Government Center Project.

Commissioner Hammer stated it is currently not cost-effective to use Broaddus & Associates for the Government Center Project. Stephanie Hunt, Purchasing Agent, informed the Court that the total cost of working with Broaddus & Associates is approximately $1.2 million which contains several different contracts.

A motion was made by Commissioner Hammer, seconded by Commissioner Ingalsbe to authorize the Termination Notice to Broaddus & Associates, related to the Government Center Project.

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

5 - 0 Passed - Unanimously

42904 Discussion and possible action to authorize the submission of a grant application to the Texas A&M Forest Service, 2026 Community Forestry Grants, Watershed Protection Implementation grant project in the amount of $50,000.00.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the submission of a grant application to the Texas A&M Forest Service, 2026 Community Forestry Grants, Watershed Protection Implementation grant project in the amount of $50,000.00.

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

5 - 0 Passed - Unanimously

42905 Discussion and possible action authorizing the execution of Professional Services Agreements with the Erwin Law Firm (2026-PSA-66), the Law Office of J. Chris Villarreal (2026-PSA-67), and the AZ Law Firm (2026-PSA-68) to provide legal services related to expunctions for qualifying mental health court graduates.

Judge Becerra spoke against the publication of mugshots online and said this item is a ripple effect of that. Commissioner Smith asked about the process for selecting the firms and the reasoning behind it.

Kaimi Mattila, Mental Health Court Administrator -- County Court at Law, stated that three private attorneys represent mental health court participants and will complete the expunctions. Commissioner Smith questioned why the expunction process is not completed prior to the set requirements. Mattila stated that completing expunctions beforehand would be ideal, but the court's structure does not allow it.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of Professional Services Agreements with the Erwin Law Firm (2026-PSA-66), the Law Office of J. Chris Villarreal (2026-PSA-67), and the AZ Law Firm (2026-PSA-68) to provide legal services related to expunctions for qualifying mental health court graduates.

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

5 - 0 Passed - Unanimously

42906 Discussion and possible action to authorize the execution of a Master Services Agreement, Fee Schedule, and HIPPA Vendor Agreement between Hays County and BIG Language Solutions, LLC to provide translation services for the Juvenile Probation Office and the Juvenile Detention Center; and authorize a waiver to the purchasing policy of obtaining three quotes.

Joel Ware, Juvenile Facility Administrator -- Juvenile Detention Center, and Lisa Day, Chief Juvenile Probation Officer, stated the challenges faced with language barriers cause stress and miscommunication and that this translation service would alleviate that stress for families. Commissioner Ingalsbe questioned the source of funding. Scot Woodland, Budget Officer, stated that the services provided would determine which fund the money would come from the General Fund or Juvenile Detention Fund and stated there would be no fiscal impact.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Master Services Agreement, Fee Schedule, and HIPPA Vendor Agreement between Hays County and BIG Language Solutions, LLC to provide translation services for the Juvenile Probation Office and the Juvenile Detention Center; and authorize a waiver to the purchasing policy of obtaining three quotes.

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

5 - 0 Passed - Unanimously

42907 Discussion and possible action to authorize the execution of a Development Agreement between Hays County, LB Simpson LLC, and Hays County Municipal Utility District. No. 11 for the Simpson Tract Subdivision.

Michael Berlad, Development Services Manager, provided background on the property. Commissioner Ingalsbe stated that the subdivision would provide hike and bike trails for the community, and use native vegetation for landscaping.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Development Agreement between Hays County, LB Simpson LLC, and Hays County Municipal Utility District. No. 11 for the Simpson Tract Subdivision.

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

5 - 0 Passed - Unanimously

42908 Discussion and possible action to authorize the execution of a Clerk E-Certify Services Order Form and Software as a Service (SaaS) Services Agreement with Triedata Inc. for an electronic certified document portal, authorize a waiver to the purchasing policy to obtain three quotes.

Amanda Calvert, District Clerk, provided the court with background on the software and emphasized the accessibility to the public. Commissioner Hammer expressed her appreciation to Calvert for the responsible use of funds.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Clerk E-Certify Services Order Form and Software as a Service (SaaS) Services Agreement with Triedata Inc. for an electronic certified document portal, authorize a waiver to the purchasing policy to obtain three quotes.

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

5 - 0 Passed - Unanimously

42909 Discussion and possible action to authorize the purchase of Blue Voice software through SHI Government Solutions for the Hays County Sheriff's Office, in the amount of $78,530.92, to be paid over a forty-three-month term, and accept the related Software Agreement and End User License Agreement.

Brett Bailey, Chief Deputy - Sheriff's Office, provided background on the company and the software used by the Sheriff's Office. Judge Becerra expressed concerns about using the product and asked how many other counties currently use the software. Bailey stated the software can provide quick, accurate, and legally sound responses for officers. Commissioner Ingalsbe expressed her willingness to support the item due to officers having immediate access to accurate legal information. The court expressed agreement on allocating funds where needed to complete the work.

Clerk's Note: Item K-12 was reopened at 12:57 p.m.

Chief Bailey, in response to Judge Becerras' question about how many counties use this software, stated that the company has over 200 participants.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the purchase of Blue Voice software through SHI Government Solutions for the Hays County Sheriff's Office, in the amount of $78,530.92, to be paid over a forty-three-month term, and accept the related Software Agreement and End User License Agreement.

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

5 - 0 Passed - Unanimously

42910 Discussion and possible action to accept a proposal from Water & Earth Technologies (WET) in the amount of $4,404.75 related to repairs to the Flasher # 1 pole at 50050 Cotton Gin Road; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly.

Commissioner Ingalsbe stated these are repairs due to a vehicle accident.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept a proposal from Water & Earth Technologies (WET) in the amount of $4,404.75 related to repairs to the Flasher # 1 pole at 50050 Cotton Gin Road; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42911 Discussion and possible action to approve the Fiscal Year 2027 Budget Calendar. The Budget Officer will also provide an update on the budget process.

Scot Woodland, Budget Officer, reviewed the FY27 budget calendar in detail. Commissioner Smith asked if there was anything the court could do to ensure all requests from departments are submitted timely. Woodland stated this is going to be a lean budget year and asked the court for help in enforcing the budget planning timelines.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve the Fiscal Year 2027 Budget Calendar.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 1:55 p.m. and resumed back into open court at 3:00p.m.

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Roger Hanks Parkway in Precinct 4. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:45 p.m. to 2:54 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney -- Civil Division; Chase Young and Tucker Furlow, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Kandice Boutte, County Administrator; Simone Corprew, Special Programs Coordinator; Marisol Villarreal-Alonzo, County Auditor; Stephanie Hunt, Purchasing Agent; Scot Woodland, Budget Officer; Michael Berlad, Development Services Manager; Eric Vangaasbeek, Chief Environmental Health Specialist - Development Services. No action taken.

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; including Grammy's Park and Presa Grande Trailhead. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:03 p.m. to 2:21 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young, Katherine Howard and Tucker Furlow, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Kandice Boutte, County Administrator; Simone Corprew, Special Programs Coordinator; Marisol Villarreal-Alonzo, County Auditor; Stephanie Hunt, Purchasing Agent; Scot Woodland, Budget Officer and Karl Flocke, Parks Director. No action taken.

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding a variance request involving a preliminary plan submitted for the Hays Commons development in Precinct 4. Possible discussion and/or action may follow in open court.

Bobby Levinski, Save Our Springs Alliance, made a public comment opposing the requested variance and urged the court not to allow flexible development on the site. Carol Pennington, Vice President of Hays Residents for Land and Water Protection, made a public comment opposing the proposed variance and addressing the environmental aspects of the development. Those present in Executive Session from 2:22 p.m. to 2:44 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney -- Civil Division; Chase Young, Katherine Howard and Tucker Furlow, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Service Specialist; Kandice Boutte, County Administrator; Simone Corprew, Special Programs Coordinator; Marisol Villarreal-Alonzo, County Auditor; Stephanie Hunt, Purchasing Agent; Scot Woodland, Budget Officer and Tammy Crumley, Facilities and Resource Operations Director. No action taken.

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 464 inmates. Jail Standards recommends holding approximately 10% open, lowering current capacity to 417 inmates. The jail's daily average was 582 for the week of February 15, 2026, with a peak of 590 inmates on February 17, 2026. The estimated cost for outsourcing inmates this week was $88,867.50. The average number of outsourced males is 124 and females is 0. This week's inmates were housed in the following counties: Haskell. The number of "paper-ready" inmates who are now wardens of the state is 41.

Discussion and possible action related to the burn ban.

Commissioner Smith spoke on the concerns he has received from constituents regarding "fuel" that cannot be properly disposed of and could become a serious fire hazard in the summer months.

Smith urged the court to remove the burn ban at least until the next court meeting and requested an update from the Fire Marshal. Judge Becerra stated that he is continuously monitoring weather conditions and remaining cautious of weather-related issues throughout the county and surrounding areas. Steve Seddig, Fire Marshal, advised that it would be a bad week to remove the burn ban due to high winds, humidity, and tree moisture, and stated that he does not believe it is in the county's best interest to lift the burn ban at this time. Seddig added that with the upcoming cool front, there may be more consideration to lift the ban. No action taken.

Clerk's Note: Agenda Item #M-3 RE: *Discussion and possible action related to proposed bills in the 89th 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.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 3:01 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on FEBRUARY 24, 2026.

COMMISSIONER'S COURT HAYS COUNTY, TEXAS

Elaine H. Cárdenas

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

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
2/24/2026	42846	Adopt a Proclamation recognizing February 2026 as Black History Month.	Y	Y	Y	Y	Y
2/24/2026	42847	Approve payments of County invoices.	Y	Y	Y	Y	Y
2/24/2026	42848	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
2/24/2026	42849	Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
2/24/2026	42850	Approve the payment of the February 28, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective February 28, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
2/24/2026	42851	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
2/24/2026	42852	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.	Y	Y	Y	Y	Y
2/24/2026	42853	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting.	Y	Y	Y	Y	Y
2/24/2026	42854	Approve Utility Permits.	Y	Y	Y	Y	Y
2/24/2026	42855	Approve Commissioners Court Minutes for January 6, 2026 and January 20, 2026.	Y	Y	Y	Y	Y
2/24/2026	42856	Approve the update of job titles in multiple departments to accurately reflect assigned duties and operational structure, effective February 24, 2026.	Y	Y	Y	Y	Y
2/24/2026	42857	Authorize the execution of a resolution for the submission of a grant application to the City of San Marcos Community Development Block Grant.	Y	Y	Y	Y	Y
2/24/2026	42858	Accept the 2025 Annual Racial Profiling Report from the Hays County Constable Precinct 1.	Y	Y	Y	Y	Y
2/24/2026	42859	Accept the 2025 Annual Racial Profiling Report from Hays County Constable Precinct 2.	Y	Y	Y	Y	Y
2/24/2026	42860	Accept the 2025 Annual Racial Profiling and Racial Profiling Analysis Reports from the Hays County Constable Precinct 5.	Y	Y	Y	Y	Y
2/24/2026	42861	Accept the 2025 Annual Racial Profiling Report from the Hays County Sheriff's Office.	Y	Y	Y	Y	Y
2/24/2026	42862	Authorize the execution of a First Amended Chapter 381 Economic Development Incentive Agreement related to Project Husky.	Y	Y	Y	Y	Y
2/24/2026	42863	Authorize the Precinct 4 County Commissioner to execute the Texas Historical Commission Antiquities Permit Application Form for Archeology as part of the City of Buda's Old Black Colony Road Reconstruction Project.	Y	Y	Y	Y	Y
2/24/2026	42864	Approve the purchase of one (1) Ballot Printer from Hart Intercivic for the Elections Office, in the amount of $9,663.00.	Y	Y	Y	Y	Y
2/24/2026	42865	Approve out-of-state travel for Deputy Jason Hatch to attend the Response to Bombing Incidents Course on April 28-30, 2026 in Socorro, New Mexico.	Y	Y	Y	Y	Y
2/24/2026	42866	Approve out of state travel for Andrew Murken, Diane Sanchez, Karen Tinajero, Joseph Bodin, Linda Duran, Mark Chambers and Noel Juarez in the Information Technology Department to attend the Tyler Connect Conference on April 7-10, 2026 in Las Vegas, NV.	Y	Y	Y	Y	Y
2/24/2026	42867	Approve out-of-state travel for Emergency Communications Manager Megan Jones to attend the Tyler Connect Conference on April 7-10, 2026, in Las Vegas, Nevada.	Y	Y	Y	Y	Y
2/24/2026	42868	Approve out-of-state travel for CECC Director Stephanie Robinson and GIS / CAD Specialist Carolyn Silva to attend the Tyler Connect Conference and Advisory Board Meetings on April 6-10, 2026 in Las Vegas, Nevada.	Y	Y	Y	Y	Y
2/24/2026	42869	Approve out-of-state travel for the Office of Emergency Services GIS Specialist William Baumann to attend the Tyler Technologies Advisory Board Meetings on April 5-8, 2026 in Las Vegas, Nevada.	Y	Y	Y	Y	Y
2/24/2026	42870	Approve out-of-state travel for Deputy Aaron McCoy to attend the Law Enforcement-Counter Terrorism Course on May 4-9, 2026, in Little Rock, Arkansas.	Y	Y	Y	Y	Y
2/24/2026	42871	Approve Amendment 1 to the General Land Office Contract No. 22-130-022D868 for a period not to exceed February 28, 2027.	Y	Y	Y	Y	Y
2/24/2026	42872	Approve the replacement of a water heater located at the Juvenile Detention Center from Bullfrog Plumbing, LLC in the amount of $20,000.00 and authorize a 50% deposit and amend the budget accordingly.	Y	Y	Y	Y	Y
2/24/2026	42873	Authorize payment to the City of San Marcos for invoices in the amount of $13,924.08 for costs related to real estate services for a property located at 211 Lee Street in San Marcos and amend the budget accordingly.	Y	Y	Y	Y	Y
2/24/2026	42874	Authorize the execution of a corrected Second Amendment to the Interlocal Cooperation Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to School Resource Officers.	Y	Y	Y	Y	Y
2/24/2026	42875	Authorize the execution of the annual renewal agreement between Facilities and Resource Management and American Aerobic Management Systems (AAMS) in the amount of $2,985.00 for the annual maintenance and inspections of various Hays County-owned septic systems, effective February 15, 2026.	Y	Y	Y	Y	Y
2/24/2026	42876	Authorize the Hays County Judge to execute an amendment and renewal of the Interlocal Agreement with the Guadalupe-Blanco River Authority regarding the funding and implementation of the Plum Creek Watershed Protection Plan (PCWPP) executed on or about July 11, 2011 and renewed on or about May 2, 2023.	Y	Y	Y	Y	Y
2/24/2026	42877	Authorize the execution of an agreement with Move Solutions for services in the amount of $22,888.80 related to moving four administrative offices from the Government Center to 1901 Dutton Dr., and amend the budget accordingly.	Y	Y	Y	Y	Y
2/24/2026	42878	Authorize payment in the amount of $3,000.00 to Conference on Crimes Against Women for five employees of the Hays County Criminal District Attorney's Office to attend the 2026 Conference in Dallas, TX, May 18-21, where no purchase order was issued as required per Hays County Purchasing Policy.	Y	Y	Y	Y	Y
2/24/2026	42879	Authorize the renewal of an Annual Service Agreement with Valorence, LLC. in the amount of $3,500.00; authorize a waiver to the purchasing policy.	Y	Y	Y	Y	Y
2/24/2026	42880	Authorize the execution of the 2026 annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of $6,449.60 for annual wildlife management services for the Gay Ruby Dahlstrom Nature Preserve.	Y	Y	Y	Y	Y
2/24/2026	42881	Authorize Facilities and Resource Management to replace the 80-gallon water heater at the Government Center with a new unit in the amount of $6,618.58 and amend the budget accordingly.	Y	Y	Y	Y	Y
2/24/2026	42882	Authorize the Constable Pct. 5 Office to accept insurance proceeds from the Texas Association of Counties in an amount of $7,914.15 related to vehicle damages and amend the budget accordingly.	Y	Y	Y	Y	Y
2/24/2026	42883	Authorize the execution of a First Amendment to the Assisted Outpatient Treatment Program Memorandum of Understanding (MOU) with A Better Boat, LLC, increasing the current MOU by $21,860.00.	Y	Y	Y	Y	Y
2/24/2026	42884	Approve specifications for RFP 2026-P04 Eastside Campus - Commissioning Agent and authorize purchasing to advertise and solicit proposals.	Y	Y	Y	Y	Y
2/24/2026	42885	Approve specifications for RFP 2026-P11 Promotional Testing Services, Sheriff's Office and authorize purchasing to advertise and solicit proposals.	Y	Y	Y	Y	Y
2/24/2026	42886	Approve specifications for IFB 2026-B02 Bear Creek - Low Water Crossing, and authorize the Purchasing Office to advertise and solicit bids.	Y	Y	Y	Y	Y
2/24/2026	42887	Call for a public hearing on March 10, 2026, to consider the implementation of a 'No Left Turn' for the Rooster Springs Elementary.	Y	Y	Y	Y	Y
2/24/2026	42888	Authorize the execution of the County Corridor Agreement with the Texas Department Transportation (TxDOT) in accordance with HB 3697 from the 88th Texas Legislative Session.	Y	Y	Y	Y	Y
2/24/2026	42889	Adopt a Resolution of Support for Caldwell County's submission to the Capital Area Metropolitan Planning Organization (CAMPO) 2028-2031 grant applications for the FM 2720 Widening project in Caldwell County.	Y	Y	Y	Y	Y
2/24/2026	42890	Accept the road construction and surface drainage improvements, release of the subdivision bond #83BSBJK9053 in the amount of $53,844.00, acceptance of the 2-year maintenance bond #PB03016801419 in the amount of $48,533.85, and acceptance of the 1-year revegetation bond / for 6 Creeks subdivision, Phase 1, Section 17.	Y	Y	Y	Y	Y
2/24/2026	42891	Accept the road construction and surface drainage improvements, release of the performance bond #0873578 in the amount of $123,931.92, acceptance of the 2-year maintenance bond #PB03016801417 in the amount of $69,266.92, and acceptance of the 1-year revegetation bond #PB03016801195M in the amount of $25,781.61 for 6 Creeks subdivision, Phase 1, Section 15.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
2/24/2026	42892	Release of maintenance bond #2322927 in the amount of $207,976.09, release of revegetation bond #2322927 in the amount of $11,784.00, and acceptance of the roads into the County Road Maintenance System for Prairie Lakes Subdivision Phase 1, Section 1.	Y	Y	Y	Y	Y
2/24/2026	42893	Approve the selection of DCCM (formerly Binkley & Barfield, Inc. (BBI)) to provide Utility Coordination services for the Windy Hill Road project in Precinct No. 1 and Precinct No. 2 and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/24/2026	42894	Approve the selection of BGE, Inc., to provide design engineering services for the Hillside Terrace project in Precinct 2 and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
2/24/2026	42895	Authorize the execution of a Contract for Engineering Services (2026-PSA-47) between Hays County and Alfred Benesch & Company to provide design services for the RM 150 East project in Precinct 1 and Precinct 2.	Y	Y	Y	Y	Y
2/24/2026	42896	Call for a Public Hearing on March 10th, 2026 regarding Oakridge Park at Kinnicinik, Section 5, Lot 6A, Replat (PLN-2901-PC).	Y	Y	Y	Y	Y
2/24/2026	42897	Call for a Public Hearing on March 10th, 2026 regarding the Hawk Ridge Phase 2 Replat of lots 2-16 & 27 (PLN-2855-PC).	Y	Y	Y	Y	Y
2/24/2026	42898	Ratify Approval for the Poco Loco, Final Plat (PLN-2756-NP).	Y	Y	Y	Y	Y
2/24/2026	42899	Ratify approval for the River Oaks of Wimberley, Lots 3A & 3B Final Plat (PLN-2727-NP).	Y	Y	Y	Y	Y
2/24/2026	42900	Ratify approval of the Mount Sharp Airpark, Final Plat (PLN-2680-NP).	Y	Y	Y	Y	Y
2/24/2026	42901	authorize the Hays County Human Resources Department to coordinate onsite Preventive Care Services through Teledoc Health, Inc. for eligible employees as an additional benefit in connection with Hays County's employee benefits program.	Y	Y	Y	Y	Y
2/24/2026	42902	Authorize Commissioner Ingalsbe to execute a Letter of Support on behalf of the Commissioners Court in support of Central Texas Food Bank's response to the City of San Marcos' Community Development Block Grant Opportunity.	Y	Y	Y	Y	Y
2/24/2026	42903	Authorize the Termination Notice to Broaddus & Associates, related to the Government Center Project.	Y	Y	Y	Y	Y
2/24/2026	42904	Authorize the submission of a grant application to the Texas A&M Forest Service, 2026 Community Forestry Grants, Watershed Protection Implementation grant project in the amount of $50,000.00.	Y	Y	Y	Y	Y
2/24/2026	42905	Authorize the execution of Professional Services Agreements with the Erwin Law Firm (2026-PSA-66), the Law Office of J. Chris Villarreal (2026-PSA-67), and the AZ Law Firm (2026-PSA-68) to provide legal services related to expunctions for qualifying mental health court graduates.	Y	Y	Y	Y	Y
2/24/2026	42906	Authorize the execution of a Master Services Agreement, Fee Schedule, and HIPPA Vendor Agreement between Hays County and BIG Language Solutions, LLC to provide translation services for the Juvenile Probation Office and the Juvenile Detention Center; and authorize a waiver to the purchasing policy of obtaining three quotes.	Y	Y	Y	Y	Y
2/24/2026	42907	Authorize the execution of a Development Agreement between Hays County, LB Simpson LLC, and Hays County Municipal Utility District. No. 11 for the Simpson Tract Subdivision.	Y	Y	Y	Y	Y
2/24/2026	42908	Authorize the execution of a Clerk E-Certify Services Order Form and Software as a Service (SaaS) Services Agreement with Triedata Inc. for an electronic certified document portal, authorize a waiver to the purchasing policy to obtain three quotes.	Y	Y	Y	Y	Y
2/24/2026	42909	Authorize the purchase of Blue Voice software through SHI Government Solutions for the Hays County Sheriff's Office, in the amount of $78,530.92, to be paid over a forty-three-month term, and accept the related Software Agreement and End User License Agreement.	Y	Y	Y	Y	Y
2/24/2026	42910	Accept a proposal from Water & Earth Technologies (WET) in the amount of $4,404.75 related to repairs to the Flasher # 1 pole at 50050 Cotton Gin Road; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024 (a)(7)(D), and amend the budget accordingly.	Y	Y	Y	Y	Y
2/24/2026	42911	Approve the Fiscal Year 2027 Budget Calendar.	Y	Y	Y	Y	Y

HAYS COUNTY COMMISSIONERS COURT MINUTES

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MARCH 10, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 10th DAY OF MARCH A.D., 2026, 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**
MORGAN HAMMER	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ALEJANDRA RODRIGUEZ	**DEPUTY COUNTY CLERK**

Clerk's Note: For complete transcript go to Hays County Website
https://www.hayscountytx.gov/commissioners-court-live-stream
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Pastor Todd Salmi 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 about his concerns regarding various legal aspects. Deborah Giles Webster, Secretary of the Southside Community Center Board of Directors and Dean of Mission U for United Women in Faith; Claude Churchwell, Treasurer of the Southside Community Center; and Todd Salmi, Board President of the Southside Community Center, spoke during public comment about the center's upcoming 100-year anniversary, the program's background, and the need for financial support from the court. Sheridan Schaefer made a public comment about the issue of data centers in Hays County and urged the court to address the matter further.

42912 Adopt a Proclamation recognizing March 2026 as American Red Cross Month.

Commissioner Smith asked for an amendment to the proclamation to state "mission possible in Hays County" instead of "mission possible in San Marcos". Stephanie Cerda, Community Adaptation Program Manager for Hays County, thanked the Community Adaptation partners and numerous organizations for their continued hard work and support of Hays County's community adaptation efforts. The court thanked the American Red Cross for their continued support for the residents of Hays County. Mike Jones, Office of Emergency Services Director, spoke about the large number of people willing to volunteer their time for faster recovery efforts in Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing March 2026 as American Red Cross Month.

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

5 - 0 Passed - Unanimously

42913 Adopt a proclamation recognizing the 250th anniversary of the signing of the Declaration of Independence.

Judge Becerra spoke on the importance of the Declaration of Independence. The court spoke about the privilege and responsibility of serving in government.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a proclamation recognizing the 250th anniversary of the signing of the Declaration of Independence.

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

5 - 0 Passed - Unanimously

42914 Adopt a Proclamation recognizing March 2026 as Women's History Month.

Commissioner Smith asked for a copy of the proclamation and some time to look over the names mentioned before accepting the version presented.

Clerk's Note: Item F-3 was reopened at 11:54 a.m.

Commissioner Smith spoke of several more women around the county he feels make the county run more effectively.

A motion was made by Judge Becerra, seconded by Commissioner Smith to adopt a Proclamation recognizing March 2026 as Women's History Month.

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

5 - 0 Passed - Unanimously

42915 Adopt a Proclamation recognizing March 24th, 2026 as the 2026 World TB Day.

Matthew Gonzales, Hays County Health Department Director, thanked the court, the Health Department Staff, Jail Staff and school nurses for their cooperation in stopping the spread of TB. The court thanked Gonzales and the Health Department for all the work they do to educate the residents of Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing March 24th, 2026 as the 2026 World TB Day.

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

5 - 0 Passed - Unanimously

42916 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

42917 Approve the payment of Juror disbursements.

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

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

5 - 0 Passed - Unanimously

42918 Approve the payment of United Healthcare and Texas Association of Counties 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 Smith, seconded by Commissioner Hammer to approve the payment of United Healthcare and Texas Association of Counties 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 Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42919 Approve the payment of the March 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective March 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve the payment of the March 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective March 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

5 - 0 Passed - Unanimously

42920 Approve Commissioners Court Minutes for February 3, 2026.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve Commissioners Court Minutes for February 3, 2026.

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

5 - 0 Passed - Unanimously

42921 Approve Utility Permits.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve Utility Permits.

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

5 - 0 Passed - Unanimously

42922 Approve the Mermaid Capital of Texas Fest & Downtown Street Faire event to be held on May 2, 2026 on the courthouse grounds that shall include commercial vendors and is sponsored by the Mermaid Society of San Marcos.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve the Mermaid Capital of Texas Fest & Downtown Street Faire event to be held on May 2, 2026 on the courthouse grounds that shall include commercial vendors and is sponsored by the Mermaid Society of San Marcos.

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

5 - 0 Passed - Unanimously

42923 Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.

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

5 - 0 Passed - Unanimously

42924 Authorize the Human Resource Department to change Fair Labor Standards Act (FLSA) classification for identified positions effective March 10, 2026.

Rodrigo Amaya made a public comment concerning the benefit for the taxpayer from changing positions from non-exempt to exempt. Erik Granjeno, Director of Human Resources, explained that when a position is changed from non-exempt to exempt, there are some cost savings to the county, and this is also done to maintain compliance.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the Human Resource Department to change Fair Labor Standards Act (FLSA) classification for identified positions effective March 10, 2026.

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

5 - 0 Passed - Unanimously

42925 Appoint Commissioner Debbie Ingalsbe, Commissioner Morgan Hammer, the County Administrator, and the Civil First Assistant to the Collective Bargaining team for Hays County for purposes of reassessing the pay plans and incentives pay for year three of the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA).

Rodrigo Amaya made a public comment against the appointment, citing that if the commissioner is still a commissioned officer, it may pose a conflict of interest. Commissioner Smith stated that this is a mid-term negotiation and the only items to be addressed in the Collective Bargaining Agreement (CBA) would be the salary structure and salary portion of the CBA. Smith stated his request for the commissioners to be appointed is due to the uncertainty of who would or would not be present and would like to have experienced individuals on the team. Commissioner Ingalsbe stated she would like to get the legal opinion if this would be a conflict of interest for herself and added that she still holds her commission. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, stated that there is no legal conflict concern for Commissioner Ingalsbe being a county representative on the CBA team.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to appoint Commissioner Debbie Ingalsbe, Commissioner Morgan Hammer, the County Administrator, and the Civil First Assistant to the Collective Bargaining team for Hays County for purposes of reassessing the pay plans and incentives pay for year three of the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA).

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

5 - 0 Passed - Unanimously

42926 Authorize the Texas A&M AgriLife Extension Office to purchase one (1) replacement Dell Pro 16 Plus Laptop valued at $1,184.42 for the Extension Agent-Ag & Natural Resources position and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the Texas A&M AgriLife Extension Office to purchase one (1) replacement Dell Pro 16 Plus Laptop valued at $1,184.42 for the Extension Agent-Ag & Natural Resources position and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42927 Authorize the acceptance of a budget amendment to the FY26 Substance Abuse and Mental Health Services Administration (SAMHSA) Assisted Outpatient Treatment (AOT) grant and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the acceptance of a budget amendment to the FY26 Substance Abuse and Mental Health Services Administration (SAMHSA) Assisted Outpatient Treatment (AOT) grant and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42928 Authorize the Judicial Services Office to purchase cognitive journals from Change Companies, Inc. in the amount of $1,225.50, and authorize a waiver to the purchasing policy of obtaining three quotes.

Rodrigo Amaya made a public comment regarding the cost and the term "quantity" in the request. Albert Sierra, Assistant Director for Judicial Services, provided background on the original request for the journals and stated that there has since been a significant reduction in certain areas of the journal inventory. Sierra stated that the department has identified the need for only four journals from this company instead of 10. Emily Madeley, Pretrial Officer Judicial Services, stated that conditions are set by magistrate judges for cognitive behavior therapy and these journals support that and guide the offender to a more positive outcome. The Court thanked Judicial Services for being conscientious with taxpayers' money.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Judicial Services Office to purchase cognitive journals from Change Companies, Inc. in the amount of $1,225.50, and authorize a waiver to the purchasing policy of obtaining three quotes.

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

5 - 0 Passed - Unanimously

42929 Authorize payment to GT Distributors - Austin in the amount of $1,012.50 for the purchase of a SX Level II, A7 ballistic vest, a Safariland M2 concealable carrier and a Safariland 2.0 soft trauma plate and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize payment to GT Distributors - Austin in the amount of $1,012.50 for the purchase of a SX Level II, A7 ballistic vest, a Safariland M2 concealable carrier and a Safariland 2.0 soft trauma plate and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42930 Authorize the Sheriff's Office to purchase office chairs from Alfred Williams & Company for Jail Operations, valued at $20,685.35, using Sheriff's Federal Discretionary Funds.

Rodrigo Amaya made a public comment concerning the cost of purchasing the ergonomic chairs. Stephanie Hunt, Purchasing Agent, stated that ergonomic chairs are a need due to the amount of sitting done by employees and is awaiting information from Chief Brett Bailey that these are replacement chairs.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the Sheriff's Office to purchase office chairs from Alfred Williams & Company for Jail Operations, valued at $20,685.35, using Sheriff's Federal Discretionary Funds.

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

5 - 0 Passed - Unanimously

42931 Authorize the Hays County Sheriff to execute the FY 2026 Homeland Security Task Force Strategic Initiatives/Local Overtime Cost Reimbursement Agreement.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the Hays County Sheriff to execute the FY 2026 Homeland Security Task Force Strategic Initiatives/Local Overtime Cost Reimbursement Agreement.

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

5 - 0 Passed - Unanimously

42932 Authorize the Sheriff's Office to expense mileage for a volunteer Chaplain.

Rodrigo Amaya made a public comment concerning the expense of mileage. Commissioner Ingalsbe clarified that this is a consideration from the Sheriff's Office to pay a chaplain at IRS rates.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the Sheriff's Office to expense mileage for a volunteer Chaplain.

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

5 - 0 Passed - Unanimously

42933 Approve out-of-state travel for eight Sheriff's Office employees to attend National Police Week beginning May 9 - 16, 2026, in Washington, D.C., and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve out-of-state travel for eight Sheriff's Office employees to attend National Police Week beginning May 9 - 16, 2026, in Washington, D.C., and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42934 Authorize payment to Truck City for vehicle repairs in the amount of $714.00, where no purchase order was obtained as required by the Hays County Purchasing Policy.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize payment to Truck City for vehicle repairs in the amount of $714.00, where no purchase order was obtained as required by the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

42935 Authorize payment to Alamo Industrial Group for five invoices totaling $1,517.84 for replacement blades for the Transportation Department's large mowers, where no purchase order was obtained as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize payment to Alamo Industrial Group for five invoices totaling $1,517.84 for replacement blades for the Transportation Department's large mowers, where no purchase order was obtained as required per the Hays County Purchasing Policy.

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

5 - 0 Passed - Unanimously

42936 Approve the ratification of the submission of a grant application to the City of San Marcos Community Development Block Grant in the amount of $18,000.00.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve the ratification of the submission of a grant application to the City of San Marcos Community Development Block Grant in the amount of $18,000.00.

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

5 - 0 Passed - Unanimously

42937 Authorize the purchase of office furniture for the Hays County Courthouse from Amazon in the amount of $5,411.95 and amend the budget accordingly.

Rodrigo Amaya made a public comment regarding the purchase of furniture and questioned whether other desks were in poor condition and unusable. Tammy Crumley, Facilities and Resource Management Director, stated that new offices have moved into the courthouse and that this is to furnish those remaining offices.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the purchase of office furniture for the Hays County Courthouse from Amazon in the amount of $5,411.95 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42938 Accept donations totaling $16,200.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to accept donations totaling $16,200.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

42939 Authorize the Constable's Precinct 5 Office to purchase two motor helmet communication kits from PVP Communications, valued at $5,383.00; and authorize a waiver to the purchasing policy of obtaining three quotes.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the Constable's Precinct 5 Office to purchase two motor helmet communication kits from PVP Communications, valued at $5,383.00; and authorize a waiver to the purchasing policy of obtaining three quotes.

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

5 - 0 Passed - Unanimously

42940 Approve payment to Terracon for $1,615.00 related to the Hays County Jail Renovation Project, where a change order was not requested and authorized prior to the work being completed.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve payment to Terracon for $1,615.00 related to the Hays County Jail Renovation Project, where a change order was not requested and authorized prior to the work being completed.

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

5 - 0 Passed - Unanimously

42941 Authorize the execution of the 2026 annual renewal agreement between Facilities and Resource Management and Johnson Controls Inc., in the amount of $15,928.17 for the preventative maintenance and repairs of the County's remote access thermostat system.

Rodrigo Amaya made a public comment concerning the preventative maintenance and questioned what maintenance data had been gathered to justify the amount. Tammy Crumley, Facilities and Resource Management Director, stated that this system controls the HVAC at the Government Center which frequently goes down and needs to be maintained and would have been paid extra if not included in the contract. Commissioner Hammer added that this includes the scheduled service visit and materials for basic coverage. Commissioner Smith stated that there is a set cost for the service calls and for equipment there is a set prorated cost.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of the 2026 annual renewal agreement between Facilities and Resource Management and Johnson Controls Inc., in the amount of $15,928.17 for the preventative maintenance and repairs of the County's remote access thermostat system.

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

5 - 0 Passed - Unanimously

42942 Authorize the execution of Contract Amendment No. 1 to the Professional Services Agreement (2026-PSA-28) between Hays County and Kimley-Horn and Associates, Inc. to replace Horizon Environmental Services with LJA Engineering Inc. as a sub-consultant for environmental services for the Windy Hill Road (Ultimate) project in Precinct No. 2.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of Contract Amendment No. 1 to the Professional Services Agreement (2026-PSA-28) between Hays County and Kimley-Horn and Associates, Inc. to replace Horizon Environmental Services with LJA Engineering Inc. as a sub-consultant for environmental services for the Windy Hill Road (Ultimate) project in Precinct No. 2.

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

5 - 0 Passed - Unanimously

Clerk's Note: Agenda Item #G-28 RE: *Authorize the execution of a First Amendment to the Statement of Work with Securus Technologies, LLC related to new FCC rate change requirements and the addition of Text* Connect. -- WAS **PULLED.**

42943 Approve renewal of RFP 2023-P04 Countywide Electrical with CT Electric for one (1) additional year.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve renewal of RFP 2023-P04 Countywide Electrical with CT Electric for one (1) additional year.

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

5 - 0 Passed - Unanimously

42944 Hold a public hearing to consider the implementation of a 'No Left Turn' for the Rooster Springs Elementary.

Judge Becerra opened the public hearing at 10:24 a.m. No comments were made. Judge Becerra closed the public hearing at 10:24 a.m. Commissioner Smith stated that this is being done as a safety request of the ISD.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to establish a no-left turn lane for Rooster Springs Elementary School as outlined in the backup.

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

5 - 0 Passed - Unanimously

42945 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements for Caliterra Subdivision Phase 3, Section 10.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to accept the road construction & surface drainage improvements for Caliterra Subdivision Phase 3, Section 10.

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

5 - 0 Passed - Unanimously

42946 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release the performance bond #ACC006003448 in the amount of $1,257,090.00, accept the 2-year maintenance bond #PB03016801411 in the amount of $130,710.79, and accept the 1-year revegetation bond #PB03016801100M in the amount of $97,524.00 for Great Hills Subdivision, Section 8.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the road construction and surface drainage improvements, release the performance bond #ACC006003448 in the amount of $1,257,090.00, accept the 2-year maintenance bond #PB03016801411 in the amount of $130,710.79, and accept the 1-year revegetation bond #PB03016801100M in the amount of $97,524.00 for Great Hills Subdivision, Section 8.

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

5 - 0 Passed - Unanimously

42947 Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of $1,048,986.79 for the Silver Creek (Lunaroya Phase 1) Subdivision, Final (Bond No.PB00114500113).

Judge Becerra clarified that these high-dollar bonds have been thoroughly looked over in detail by the Director of Transportation and the Commissioners. Commissioner Smith added that these bonds are from the individual developer covering any maintenance needed on the roadway.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to accept fiscal surety for street and drainage improvements in the amount of $1,048,986.79 for the Silver Creek (Lunaroya Phase 1) Subdivision, Final (Bond No.PB00114500113).

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

5 - 0 Passed - Unanimously

42948 Discussion and possible action to authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-65) between Hays County and LJA Engineering, Inc. to provide Right of Way acquisition services for the Darden Hill Road/CR 162, Phase 2 project in Precinct 4.

Judge Becerra stated this organization was a part of a pool of people to choose from.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-65) between Hays County and LJA Engineering, Inc. to provide Right of Way acquisition services for the Darden Hill Road/CR 162, Phase 2 project in Precinct 4.

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

5 - 0 Passed - Unanimously

42949 Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-24) between Hays County and Pape Dawson Engineers, Inc. to provide Construction, Inspection, and Engineering (CE&I) services for the Old Bastrop Highway project in Precinct 1.

Commissioner Ingalsbe stated that this selection was done in November 2025 and this is the negotiated contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Contract for Engineering Services (2026-PSA-24) between Hays County and Pape Dawson Engineers, Inc. to provide Construction, Inspection, and Engineering (CE&I) services for the Old Bastrop Highway project in Precinct 1.

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

5 - 0 Passed - Unanimously

PLN-2855-PC; Hold a public hearing regarding the Hawk Ridge Phase 2 Replat of lots 2-16 & 27.

Judge Becerra opened the Public Hearing at 10:31 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:31 a.m. Colby Machacek, Development Services Senior Planner, stated that the purpose of this item is to hold a public hearing and that once all deficiencies are cleared, the item will be brought back.

PLN-2901-PC; Hold a Public Hearing regarding Oakridge Park at Kinnicinik, Section 5, Lot 6A, Replat.

Judge Becerra opened the Public Hearing at 10:31 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:31 a.m. Colby Machacek, Development Services Senior Planner, stated that the purpose of this item is to hold a public hearing and that once all deficiencies are cleared, the item will be brought back.

42950 PLN-2793-PC; Ratify approval of Rolling Oaks, Section 4, Lot 54, Replat.

Commissioner Hammer stated that this is the administrative approval of the plat. Colby Machacek, Development Services Senior Planner, provided background on the property and stated staff has administratively approved this plat.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to ratify approval of Rolling Oaks, Section 4, Lot 54, Replat (PLN-2793-PC).

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

5 - 0 Passed - Unanimously

42951 Discussion and possible action to pay accrued compensatory hours for Senior Deputy Fire Marshal Aaron Bauer as required by federal labor laws and amend the budget accordingly.

Mike Jones, Director of Office of Emergency Services, stated that the hours are a result of previous fire responses and that allowing staff to be out of the office for 100 hours would leave the office without adequate staffing.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to pay accrued compensatory hours for Senior Deputy Fire Marshal Aaron Bauer as required by federal labor laws and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Discussion and possible action regarding the Health Department's Director Update on the March 4, 2026, Public Health Advisory Board Meeting.

Matthew Gonzales, Hays County Health Department Director, provided the court with a detailed review of the Health Advisory Board meeting. Commissioner Cohen welcomed City of Buda Council Member Kimberly Goodman to her first Health Advisory Board meeting and thanked Gonzales for all the detailed information provided at the meeting. No action taken.

42952 Authorize the Sheriff's Office to regrade two FY 2026 Emergency Communications Officer (ECO) positions to TX Law Enforcement Telecommunicator Specialist (TLETS).

Brett Bailey, Chief Deputy -- Sheriff's Office, stated they have fallen behind on filling the TLETS positions and that this would have no fiscal impact, even saving the county a small amount of money. Bailey thanked the Grants Department for their ongoing efforts in securing grants for various departments.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen uthorize the Sheriff's Office to regrade two FY 2026 Emergency Communications Officer (ECO) positions to TX Law Enforcement Telecommunicator Specialist (TLETS).

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

5 - 0 Passed - Unanimously

42953 Discussion and possible action to authorize the execution of a resolution of support for the Guadalupe County application to the Texas Water Development Board Flood Infrastructure Fund grant program.

Commissioner Ingalsbe stated that, if awarded, these funds would be used for the Countywide Master Drainage Plan and that the County has been asked to submit a letter of support due to the small portion of the plan located in Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a resolution of support for the Guadalupe County application to the Texas Water Development Board Flood Infrastructure Fund grant program.

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

5 - 0 Passed - Unanimously

42954 Discussion and possible action to authorize the submission of a grant application and the execution of associated documents for the Office of the Governor, State Homeland Security Program, on behalf of the Hays County Fire Marshal's Office in the amount of $22,322.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of associated documents for the Office of the Governor, State Homeland Security Program, on behalf of the Hays County Fire Marshal's Office in the amount of $22,322.00.

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

5 - 0 Passed - Unanimously

42955 Discussion and possible action to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative in the amount of $83,686.00.

Mike Jones, Office of Emergency Service Director, stated that the RadPack will identify isotope radiation, which will assist in emergency response efforts and serve as a mitigator at large gatherings.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative in the amount of $83,686.00.

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

5 - 0 Passed - Unanimously

42956 Discussion and possible action to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative, in the amount of $21,000.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative, in the amount of $21,000.00.

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

5 - 0 Passed - Unanimously

42957 Discussion and possible action to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative-LETPA, in the amount of $210,016.92.

Brett Bailey, Chief Deputy with the Sheriff's Office, commended the Grants Department for their ongoing efforts in securing grants for various departments. Shane Smith, Captain - Sheriff's Office, stated that the utility vehicles would be used at festivals or in large areas where regular vehicles cannot access. The court thanked Chief Bailey and Sheriff Hipolito for their hard work and dedication to the department.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative-LETPA, in the amount of $210,016.92.

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

5 - 0 Passed - Unanimously

42958 Discussion and possible action to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative-LETPA, in the amount of $19,910.00.

Brett Bailey, Chief Deputy - Sheriff's Office, commended the Grants Department for their ongoing efforts in securing grants for various departments. Shane Smith, a Captain with the Sheriff's Office, stated that the grant would fund interdiction training classes, as this type of class would otherwise consume nearly the entire training budget for the department. The court thanked Chief Bailey and Sheriff Hipolito for their hard work and dedication to the department.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative-LETPA, in the amount of $19,910.00.

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

5 - 0 Passed - Unanimously

42959 Discussion and possible action to authorize the submission of a grant application and the execution of associated documents for the Office of the Governor, Urban Area Security Initiative-LETPA, on behalf of the Hays County Sheriff's Office, Drone Team in the amount of $55,000.

Brett Bailey, Chief Deputy with the Sheriff's Office, commended the Grants Department for their ongoing efforts in securing grants for various departments. Shane Smith, a Captain with the Sheriff's Office, stated that the grant would fund drone training classes, as this type of class would otherwise consume nearly the entire training budget for the department. The court thanked Chief Bailey and Sheriff Hipolito for their hard work and dedication to the department.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application and the execution of associated documents for the Office of the Governor, Urban Area Security Initiative-LETPA, on behalf of the Hays County Sheriff's Office, Drone Team in the amount of $55,000.

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

5 - 0 Passed - Unanimously

42960 Discussion and possible action to authorize the execution of the First Amendment to the Bluestem Development Agreement executed on or about December 16, 2025 between Hays County ("County") and JOE DRAKE MAXWELL, as TRUSTEE of the Maxwell Settlement Trust ("Declarant").

Commissioner Ingalsbe stated that this amendment increases the setback from 10 feet to 15 feet from the road. Michael Berland, Development Services Manager, stated that this agreement was passed in December 2025 and is only here to change the setback lines.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the First Amendment to the Bluestem Development Agreement executed on or about December 16, 2025 between Hays County ("County") and JOE DRAKE MAXWELL, as TRUSTEE of the Maxwell Settlement Trust ("Declarant").

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

5 - 0 Passed - Unanimously

42961 Discussion and possible action to authorize the execution of a Development Agreement for the Trident Business Park Condominiums between Hays County and Trident Equity, LLC.

Commissioner Smith stated that this is a development agreement negotiated by the Civil Division office and Development Services. Michael Berland, Development Services Manager, stated that there are no new roads in that community.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Development Agreement for the Trident Business Park Condominiums between Hays County and Trident Equity, LLC.

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

5 - 0 Passed - Unanimously

42962 Discussion and possible action to authorize the execution of an Interlocal Agreement with Deep East Texas Self Insurance Fund for RFP 2025-P09 Workers Compensation Insurance & Administrative Services, and execute a Removal of Agent for La Vernia Insurance Agency, Inc.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an Interlocal Agreement with Deep East Texas Self Insurance Fund for RFP 2025-P09 Workers Compensation Insurance & Administrative Services, and execute a Removal of Agent for La Vernia Insurance Agency, Inc.

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

5 - 0 Passed - Unanimously

42963 Discussion and possible action to authorize the execution of a contract with Water and Earth Technologies, Inc. for RFP 2026-P01 Flood Warning System Maintenance & Repair Services in the amount of $225,900.00 annually.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract with Water and Earth Technologies, Inc. for RFP 2026-P01 Flood Warning System Maintenance & Repair Services in the amount of $225,900.00 annually.

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

5 - 0 Passed - Unanimously

42964 Discussion and possible action to authorize the execution of a First Amendment to RFP 2025-P01 Sentinel Peak Park Improvements -- Construction Manager at Risk (CMAR) to update the County representative to the new Parks Director, Karl Flocke, and edit the Owner Contingency related to Guarantee Maximum Price (GMP) #1.

Judge Becerra clarified that this is to update the point of contact information. Karl Flocke, Director of Parks and Natural Resources, stated this is to update contact from Tammy Crumley to himself and the other is to update and clarify the owner contingency total.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a First Amendment to RFP 2025-P01 Sentinel Peak Park Improvements -- Construction Manager at Risk (CMAR) to update the County representative to the new Parks Director, Karl Flocke, and edit the Owner Contingency related to Guarantee Maximum Price (GMP) #1.

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

5 - 0 Passed - Unanimously

42965 Discussion and possible action to authorize a second contract renewal for RFP 2020-P15 Traffic Counter Inspection & Maintenance with JM Engineering, LLC for two (2) additional years, with proposed price increases.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize a second contract renewal for RFP 2020-P15 Traffic Counter Inspection & Maintenance with JM Engineering, LLC for two (2) additional years, with proposed price increases.

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

5 - 0 Passed - Unanimously

42966 Discussion and possible action to authorize the County Court at Law - Mental Health Court to purchase consumable items for the Mental Health Court participants, in the amount of $215.52.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Court at Law - Mental Health Court to purchase consumable items for the Mental Health Court participants, in the amount of $215.52.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Judge Becerra

NAY: Commissioner Smith

4 - 1 Passed

Executive Session began at 10:55 a.m. and resumed back into open court at 11:50 a.m.

42967 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 San Antonio. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 10:58 a.m. to 11:11 a.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Scot Woodland, Budget Officer; Stephanie Hunt, Purchasing Agent; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; Simone Corprew, Special Programs Coordinator; Tucker Furlow, Executive Assistant - County Administrator; Emily Mathes, Hays Caldwell Economic Development Partnership (HCEDP) Vice President of Economic Development; Sarah Martin, HCEDP; Micah Grah, Buda City Manager and Jennifer Storm, Executive Director for Buda Economic Development Corporation.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Chapter 381 Economic Development Incentive Agreement between Hays County and HEB, LP (otherwise known as Project San Antonio).
- HEB has acquired new property in Buda; approximately 21.3 acres located at the northwest corner of North IH 35 at Main Street.
- This new property requires approximately $30 million worth of environmental remediation costs.
- The City of Buda and ESD 8 are also providing economic incentives related to this project.
- Developer will construct a new approximately 100,000 square foot HEB store, involving a minimum capital investment of $70 million dollars; create 50 new full-time equivalent positions.
- Developer will also make certain improvements to the old HEB site in Buda as well as required roadway improvements in front of the new HEB site.
- Incentive will consist of : (1) a sales tax rebate equal to 50% of sales tax, each year for 30 years; and (2) an ad valorem tax rebate equal to 50% of ad valorem taxes, each year for 30 years.
- Inventive are maxed out at $4 million from the county.

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

5 - 0 Passed - Unanimously

42968 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 Cotton Gin Road in Precinct 1 (Parcels 28, 29, and 35) and the assignment of legal counsel related therewith. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 11:11 a.m. to 11:18 a.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Scot Woodland, Budget Officer; Stephanie Hunt, Purchasing Agent; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; Tucker Furlow, Executive Assistant - County Administrator and Simone Corprew, Special Programs Coordinator.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Civil First Assistant to: (1) execute an engagement agreement with Grable Martin, PLLC for purposes of engaging the firm for representation in litigation involving parcels 28,29, and 35 related to the Cotton Gin road improvement project; and (2) execute a letter to release client files from Davidson, Troilo, Ream & Garza, PC to Grable Martin, PLLC regarding the same.

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

5 - 0 Passed - Unanimously

42969 Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Roger Hanks Parkway in Precinct 4. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 11:18 a.m. to 11:27 a.m. were the Commisisoners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Scot Woodland, Budget Officer; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; Tucker Furlow, Executive Assistant - County Administrator; Simone Corprew, Special Programs Coordinator and Tammy Crumley, Facilities and Resource Management Director.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the County Administrator's Office and the Civil Division of the Hays County Criminal District Attorney's Office to negotiate an amendment to the Commercial Contract between Hays County and 400 W Old 290 & Roger Hanks Parkway, LLC related to the possible purchase of real property located at or near Roger Hanks Parkway in Precinct 4, extending the feasiblity period and closing date by up to forty-five (45) days, respectively.

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

5 - 0 Passed - Unanimously

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; including Grammy's Park and Presa Grande Trailhead and easement. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 11:27 a.m. to 11:45 a.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Scot Woodland, Budget Officer; Stephanie Hunt, Purchasing Agent; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; Tucker Furlow, Executive Assistant - County Administrator; Simone Corprew, Special Programs Coordinator; Tammy Crumley, Facilities and Resource Management Director and Karl Flocke, Parks Director. No action taken.

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 464 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 417 inmates. The jail's daily average was 567 for the week of March 1, 2026, with a peak of 583 on March 3, 2026. The estimated cost for outsourcing inmates this week was $88,867.50. The average number of outsourced males is 125 and females is 0. This week's inmates were housed in the following counties: Haskell. The number of "paper-ready" inmates who are now wardens of the state is 39.

42970 Discussion and possible action related to the burn ban.

Mike Jones, Office of Emergency Services Director, stated that the burn ban will end today and that he has spoken to the ESD Chiefs around the county concerning the lift of the burn ban and to reinstate the ban on Monday, March 16, 2026, to which they all agreed. The court discussed the best way to reinstate the ban after allowing a short time to burn.

A motion was made by Judge Becerra, seconded by Commissioner Smith to reinstate the burn ban effective Monday, March 16, 2026 through April 14, 2026.

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

5 - 0 Passed - Unanimously

Clerk's Note: Agenda Item #M-3 RE: *Discussion and possible action related to proposed bills in the 89th 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.**

ADJOURNMENT

A motion was made by Smith, seconded by Judge Becerra to adjourn court at 11:58 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 **MARCH 10, 2026.**

COMMISSIONER'S COURT HAYS COUNTY, TEXAS

Elaine H. Cárdenas

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

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
3/10/2026	42912	Adopt a Proclamation recognizing March 2026 as American Red Cross Month.	Y	Y	Y	Y	Y
3/10/2026	42913	Adopt a proclamation recognizing the 250th anniversary of the signing of the Declaration of Independence.	Y	Y	Y	Y	Y
3/10/2026	42914	Adopt a Proclamation recognizing March 2026 as Women's History Month.	Y	Y	Y	Y	Y
3/10/2026	42915	Adopt a Proclamation recognizing March 24th, 2026 as the 2026 World TB Day.	Y	Y	Y	Y	Y
3/10/2026	42916	Approve payments of County invoices.	Y	Y	Y	Y	Y
3/10/2026	42917	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
3/10/2026	42918	Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
3/10/2026	42919	Approve the payment of the March 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective March 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
3/10/2026	42920	Approve Commissioners Court Minutes for February 3, 2026.	Y	Y	Y	Y	Y
3/10/2026	42921	Approve Utility Permits.	Y	Y	Y	Y	Y
3/10/2026	42922	Approve the Mermaid Capital of Texas Fest & Downtown Street Faire event to be held on May 2, 2026 on the courthouse grounds that shall include commercial vendors and is sponsored by the Mermaid Society of San Marcos.	Y	Y	Y	Y	Y
3/10/2026	42923	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.	Y	Y	Y	Y	Y
3/10/2026	42924	Authorize the Human Resource Department to change Fair Labor Standards Act (FLSA) classification for identified positions effective March 10, 2026.	Y	Y	Y	Y	Y
3/10/2026	42925	Appoint Commissioner Debbie Ingalsbe, Commissioner Morgan Hammer, the County Administrator, and the Civil First Assistant to the Collective Bargaining team for Hays County for purposes of reassessing the pay plans and incentives pay for year three of the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA).	Y	Y	Y	Y	Y
3/10/2026	42926	Authorize the Texas A&M AgriLife Extension Office to purchase one (1) replacement Dell Pro 16 Plus Laptop valued at $1,184.42 for the Extension Agent-Ag & Natural Resources position and amend the budget accordingly.	Y	Y	Y	Y	Y
3/10/2026	42927	Authorize the acceptance of a budget amendment to the FY26 Substance Abuse and Mental Health Services Administration (SAMHSA) Assisted Outpatient Treatment (AOT) grant and amend the budget accordingly.	Y	Y	Y	Y	Y
3/10/2026	42928	Authorize the Judicial Services Office to purchase cognitive journals from Change Companies, Inc. in the amount of $1,225.50, and authorize a waiver to the purchasing policy of obtaining three quotes.	Y	Y	Y	Y	Y
3/10/2026	42929	Authorize payment to GT Distributors - Austin in the amount of $1,012.50 for the purchase of a SX Level II, A7 ballistic vest, a Safariland M2 concealable carrier and a Safariland 2.0 soft trauma plate and amend the budget accordingly.	Y	Y	Y	Y	Y
3/10/2026	42930	Authorize the Sheriff's Office to purchase office chairs from Alfred Williams & Company for Jail Operations, valued at $20,685.35, using Sheriff's Federal Discretionary Funds.	Y	Y	Y	Y	Y
3/10/2026	42931	Authorize the Hays County Sheriff to execute the FY 2026 Homeland Security Task Force Strategic Initiatives/Local Overtime Cost Reimbursement Agreement.	Y	Y	Y	Y	Y
3/10/2026	42932	Authorize the Sheriff's Office to expense mileage for a volunteer Chaplain.	Y	Y	Y	Y	Y
3/10/2026	42933	Approve out-of-state travel for eight Sheriff's Office employees to attend National Police Week beginning May 9 - 16, 2026, in Washington, D.C., and amend the budget accordingly.	Y	Y	Y	Y	Y
3/10/2026	42934	Authorize payment to Truck City for vehicle repairs in the amount of $714.00, where no purchase order was obtained as required by the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
3/10/2026	42935	Authorize payment to Alamo Industrial Group for five invoices totaling $1,517.84 for replacement blades for the Transportation Department's large mowers, where no purchase order was obtained as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
3/10/2026	42936	Approve the ratification of the submission of a grant application to the City of San Marcos Community Development Block Grant in the amount of $18,000.00.	Y	Y	Y	Y	Y
3/10/2026	42937	Authorize the purchase of office furniture for the Hays County Courthouse from Amazon in the amount of $5,411.95 and amend the budget accordingly.	Y	Y	Y	Y	Y
3/10/2026	42938	Accept donations totaling $16,200.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.	Y	Y	Y	Y	Y
3/10/2026	42939	Authorize the Constable's Precinct 5 Office to purchase two motor helmet communication kits from PVP Communications, valued at $5,383.00; and authorize a waiver to the purchasing policy of obtaining three quotes.	Y	Y	Y	Y	Y
3/10/2026	42940	Approve payment to Terracon for $1,615.00 related to the Hays County Jail Renovation Project, where a change order was not requested and authorized prior to the work being completed.	Y	Y	Y	Y	Y
3/10/2026	42941	Authorize the execution of the 2026 annual renewal agreement between Facilities and Resource Management and Johnson Controls Inc., in the amount of $15,928.17 for the preventative maintenance and repairs of the County's remote access thermostat system.	Y	Y	Y	Y	Y
3/10/2026	42942	Authorize the execution of Contract Amendment No. 1 to the Professional Services Agreement (2026-PSA-28) between Hays County and Kimley-Horn and Associates, Inc. to replace Horizon Environmental Services with LJA Engineering Inc. as a sub-consultant for environmental services for the Windy Hill Road (Ultimate) project in Precinct No. 2.	Y	Y	Y	Y	Y
3/10/2026	42943	Approve renewal of RFP 2023-P04 Countywide Electrical with CT Electric for one (1) additional year.	Y	Y	Y	Y	Y
3/10/2026	42944	Establish a no-left turn lane for Rooster Springs Elementary School as outlined in the backup.	Y	Y	Y	Y	Y
3/10/2026	42945	Accept the road construction & surface drainage improvements for Caliterra Subdivision Phase 3, Section 10.	Y	Y	Y	Y	Y
3/10/2026	42946	Accept the road construction and surface drainage improvements, release the performance bond #ACC006003448 in the amount of $1,257,090.00, accept the 2-year maintenance bond #PB03016801411 in the amount of $130,710.79, and accept the 1-year revegetation bond #PB03016801100M in the amount of $97,524.00 for Great Hills Subdivision, Section 8.	Y	Y	Y	Y	Y
3/10/2026	42947	Accept fiscal surety for street and drainage improvements in the amount of $1,048,986.79 for the Silver Creek (Lunaroya Phase 1) Subdivision, Final (Bond No.PB00114500113).	Y	Y	Y	Y	Y
3/10/2026	42948	Authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-65) between Hays County and LJA Engineering, Inc. to provide Right of Way acquisition services for the Darden Hill Road/CR 162, Phase 2 project in Precinct 4.	Y	Y	Y	Y	Y
3/10/2026	42949	Authorize the execution of a Contract for Engineering Services (2026-PSA-24) between Hays County and Pape Dawson Engineers, Inc. to provide Construction, Inspection, and Engineering (CE&I) services for the Old Bastrop Highway project in Precinct 1.	Y	Y	Y	Y	Y
3/10/2026	42950	Ratify approval of Rolling Oaks, Section 4, Lot 54, Replat (PLN-2793-PC).	Y	Y	Y	Y	Y
3/10/2026	42951	Pay accrued compensatory hours for Senior Deputy Fire Marshal Aaron Bauer as required by federal labor laws and amend the budget accordingly.	Y	Y	Y	Y	Y
3/10/2026	42952	Authorize the Sheriff's Office to regrade two FY 2026 Emergency Communications Officer (ECO) positions to TX Law Enforcement Telecommunicator Specialist (TLETS).	Y	Y	Y	Y	Y
3/10/2026	42953	Authorize the execution of a resolution of support for the Guadalupe County application to the Texas Water Development Board Flood Infrastructure Fund grant program.	Y	Y	Y	Y	Y
3/10/2026	42954	Authorize the submission of a grant application and the execution of associated documents for the Office of the Governor, State Homeland Security Program, on behalf of the Hays County Fire Marshal's Office in the amount of $22,322.00.	Y	Y	Y	Y	Y
3/10/2026	42955	Authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative in the amount of $83,686.00.	Y	Y	Y	Y	Y
3/10/2026	42956	Authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative, in the amount of $21,000.00.	Y	Y	Y	Y	Y
3/10/2026	42957	Authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative-LETPA, in the amount of $210,016.92.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
3/10/2026	42958	Authorize the submission of a grant application and the execution of associated documents to the Office of the Governor, Urban Area Security Initiative-LETPA, in the amount of $19,910.00.	Y	Y	Y	Y	Y
3/10/2026	42959	Authorize the submission of a grant application and the execution of associated documents for the Office of the Governor, Urban Area Security Initiative-LETPA, on behalf of the Hays County Sheriff's Office, Drone Team in the amount of $55,000.	Y	Y	Y	Y	Y
3/10/2026	42960	Authorize the execution of the First Amendment to the Bluestem Development Agreement executed on or about December 16, 2025 between Hays County ("County") and JOE DRAKE MAXWELL, as TRUSTEE of the Maxwell Settlement Trust ("Declarant").	Y	Y	Y	Y	Y
3/10/2026	42961	Authorize the execution of a Development Agreement for the Trident Business Park Condominiums between Hays County and Trident Equity, LLC.	Y	Y	Y	Y	Y
3/10/2026	42962	Authorize the execution of an Interlocal Agreement with Deep East Texas Self Insurance Fund for RFP 2025-P09 Workers Compensation Insurance & Administrative Services, and execute a Removal of Agent for La Vernia Insurance Agency, Inc.	Y	Y	Y	Y	Y
3/10/2026	42963	Authorize the execution of a contract with Water and Earth Technologies, Inc. for RFP 2026-P01 Flood Warning System Maintenance & Repair Services in the amount of $225,900.00 annually.	Y	Y	Y	Y	Y
3/10/2026	42964	Authorize the execution of a First Amendment to RFP 2025-P01 Sentinel Peak Park Improvements — Construction Manager at Risk (CMAR) to update the County representative to the new Parks Director, Karl Flocke, and edit the Owner Contingency related to Guarantee Maximum Price (GMP) #1.	Y	Y	Y	Y	Y
3/10/2026	42965	Authorize a second contract renewal for RFP 2020-P15 Traffic Counter Inspection & Maintenance with JM Engineering, LLC for two (2) additional years, with proposed price increases.	Y	Y	Y	Y	Y
3/10/2026	42966	Authorize the County Court at Law - Mental Health Court to purchase consumable items for the Mental Health Court participants, in the amount of $215.52.	Y	Y	Y	NO	Y
3/10/2026	42967	Authorize the execution of a Chapter 381 Economic Development Incentive Agreement between Hays County and HEB, LP (otherwise known as Project San Antonio).- HEB has acquired new property in Buda; approximately 21.3 acres located at the northwest corner of North IH 35 at Main Street. - This new property requires approximately $30 million worth of environmental remediation costs. - The City of Buda and ESD 8 are also providing economic incentives related to this project. - Developer will construct a new approximately 100,000 square foot HEB store, involving a minium capital investment of $70 million dollars; create 50 new full-time equivalent positions. - Developer will also make certain improvements to the old HEB site in Buda as well as required roadway improvements in front of the new HEB site. - Incentive will consist of : (1) a sales tax rebate equal to 50% of sales tax, each year for 30 years; and (2) an ad valorem tax rebate equal to 50% of ad valorem taxes, each year for 30 years.- Inventive are maxed out at $4 million from the county.	Y	Y	Y	Y	Y
3/10/2026	42968	Authorize the Civil First Assistant to: (1) execute an engagement agreement with Grable Martin, PLLC for purposes of engaging the firm for representation in litigation involving parcels 28,29, and 35 related to the Cotton Gin road improvement project; and (2) execute a letter to release client files from Davidson, Troilo, Ream & Garza, PC to Grable Martin, PLLC regarding the same.	Y	Y	Y	Y	Y
3/10/2026	42969	Authorize the County Administrator's Office and the Civil Division of the Hays County Criminal District Attorney's Office to negotiate an amendment to the Commercial Contract between Hays County and 400 W Old 290 & Roger Hanks Parkway, LLC related to the possible purchase of real property located at or near Roger Hanks Parkway in Precinct 4, extending the feasiblity period and closing date by up to forty-five (45) days, respectively.	Y	Y	Y	Y	Y
3/10/2026	42970	Reinstate the burn ban effective Monday, March 16, 2026 through April 14, 2026.	Y	Y	Y	Y	Y

AGENDA ITEM REQUEST FORM: G. 11.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Villarreal-Alonzo

Sponsor: Commissioner Hammer

Agenda Item

Accept the Fiscal Year 2025 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. **HAMMER/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 25, 2026, is attached.

Attachments

ESD #4 FY2025 Letter to Governance
ESD #4 FY2025 Audit Report

Montemayor Britton Bender Carey 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 #4

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of the governmental and the general fund of Hays County Emergency Services District #4 (District) for the year ended September 30, 2025, and have issued our report thereon dated February 25, 2026. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you in our letter dated September 10, 2025. Professional standards also require that we communicate to you 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. As described in Note 12 to the financial statements, the District changed accounting policies related to compensated absences by adopting Statement of Government Accounting Standards (GASB Statement) No. 101, *Compensated Absences*, in fiscal 2025. Adoption of the standard did not have a significant effect on the financial statements. 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 financial statements were:

1. Management's estimate of the useful lives of fixed assets is based on general knowledge of the assets involved and customary lives used by other organizations for similar assets. We evaluated the methods, assumptions and data used to develop the estimated useful lives of fixed 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 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). The District's net pension

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liability was determined by an actuarial valuation as of December 31, 2024. We evaluated the methods, assumptions and data used to develop the valuation and the accrual in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management
For purposes of this letter, a disagreement with management is 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 February 25, 2026.

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 District'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 Audit Findings or Issues
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters
We applied certain limited procedures to the management's discussion and analysis, the general fund budgetary comparison schedule, the schedules of changes in the net pension liability and related ratios-TCDRS, and the schedule of contributions-TCDRS, 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.

This information is intended solely for the use of the Board of Fire Commissioners and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender Carey PC

February 25, 2026
Austin, Texas

Montemayor Britton Bender Carey PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2025

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

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Montemayor Britton Bender Carey 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 #4

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 #4 (District), as of and for the year ended September 30, 2025, 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, 2025, and the 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.

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 schedule-general fund 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 Carey PC

February 25, 2026
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #4 ("the District") for the year ended September 30, 2025. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's Ad valorem property tax revenues for the year were $3,449,849, an increase of $774,863 over prior year.
- The District's fiscal year sales tax revenue totaled $791,818, an increase of $11,565 over the prior year.
- The District incurred an increase in net position of $1,435,740 for the year.
- Capital assets increased by $759,960, due to additions of capital assets of $1,061,807 offset by depreciation of $301,397 and a loss on disposal of $450.

Overview of the Financial Statements

This annual report consists of the *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, as well as 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 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. 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. 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 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

The District's net position (assets plus deferred outflows less liabilities and deferred inflows) was $8,832,772 at September 30, 2025. Capital assets, net of depreciation and related debt, accounted for $2,308,622 of the total net position. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression, rescue operations and support to local EMS services to the community. The District had unspent proceeds from debt of $7,570,088 at year end that are restricted for the construction and equipping of a fire station. Unrestricted net position at year end was ($1,495,938). 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, 2025 and 2024 and the results of operations for the same years ended.

Assets	**9/30/2025**	**9/30/2024**
Current and other assets	$13,957,215	$5,377,939
Capital assets, net of accumulated depreciation	4,000,307	3,240,347
Total assets	17,957,522	8,618,286
Deferred outflows of resources-pension	194,360	173,719
Liabilities		
Current and other liabilities	159,177	87,948
Long-term liabilities	9,599,520	1,756,892
Total liabilities	9,758,697	1,844,840
Deferred outflows of resources-pension	10,413	133
Net position		
Net investment in capital assets	2,308,622	1,743,101
Restricted	7,570,088	0
Unrestricted	(1,495,938)	5,203,931
Total net position	$8,382,772	$6,947,032

General revenues	**9/30/2025**	**9/30/2024**
Ad valorem property taxes	$3,449,849	$2,674,986
Sales taxes	791,818	780,253
Other	286,988	196,779
Program revenues		
Capital grant	0	250,000
Total revenues	4,528,655	3,902,018
Expenses		
Fire and emergency services	2,585,457	2,250,540
Loss on disposal	450	0
Depreciation	301,397	238,224
Interest and debt issuance costs	205,611	44,569
Total expenses	3,092,915	2,533,333
Change in net position	1,435,740	1,368,685
Net position, beginning	6,947,032	5,578,347
Net position, ending	$8,382,772	$6,947,032

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, 2025, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of $13,741,481, an increase of $8,489,134 from the year ended September 30, 2024. The District's ending unassigned fund balance was $6,097,781, which was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were $594,085, or 15%, over budget, due primarily to $251,818 more than anticipated sales tax revenues and unbudgeted interest income of $244,735. Additionally, the District received $8,330,000 in unbudgeted proceeds from debt. Expenses for the General Fund were $434,951, or 11%, more than budget. Debt services was $473,688 more than anticipated, and capital outlay was $541,690 more than anticipated, which was offset somewhat by wages and benefits expense being $431,801 less than anticipated. The variances in all other expenses combined were $148,626 less that budgeted.

Capital Assets

The District's capital assets at September 30, 2025, net of accumulated depreciation, totaled $4,000,307. The current year increase of $759,960 reflects capital outlay of $1,061,807 offset by depreciation and loss on disposal expense of $301,847.

Debt

The District's long-term debt at September 30, 2025, net of the current portion, amounted to $8,592,387. The current portion of long-term debt was $669,386. The debt is collateralized by all Ad Valorem taxes received.

Economic Factors, Future Years' Budgets and Tax Rates

The tax rate of $.0869 per $100 of assessed valuation for fiscal year 2025-2026 increased $0.0174 per $100, or 25.03% over $.0695 from fiscal year 2024-2025. The tax levy for fiscal year 2025-2026 is expected to provide an approximately $1,026,000 increase in property tax revenues for the next fiscal year. Additionally, the District collects sales tax revenues. The budget for fiscal 2026 sales taxes is $540,000, however, collections for the first four months of fiscal 2026 averaged approximately $68,000 per month.

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:

Hays County Emergency Services District #4
P.O. Box 1312
Wimberley, TX 78676

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET

SEPTEMBER 30, 2025

	General Fund	Adjustments (Note 10)	Statement of Net Position
ASSETS			
Cash and cash equivalents	$281,628		$281,628
Short-term investments	13,374,910		13,374,910
Sales taxes receivable	132,426		132,426
Property taxes receivable	123,415		123,415
Prepaids	44,836		44,836
Capital assets:			
Land and construction in progress	0	157,660	157,660
Capital assets, net of depreciation	0	3,842,647	3,842,647
	0		4,000,307
	13,957,215		17,957,522
DEFERRED OUTFLOWS OF RESOURCES			
Differences between actual and expected experience	0	55,898	55,898
Net difference between projected and actual earnings	0	3,285	3,285
Contributions subsequent to the measurement date	0	135,177	135,177
	0		194,360
	$13,957,215		
LIABILITIES			
Accrued liabilities	$159,177		159,177
Long-term liabilities:			
Due within 1 year:			
Note payable	0	669,386	669,386
Accrued interest	0	74,298	74,298
Due in more than 1 year:			
Note payable	0	8,592,387	8,592,387
Accrued leave	0	231,160	231,160
Pension liability	0	32,289	32,289
	159,177		9,758,697
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	56,557	(56,557)	0
Differences between actual and expected experience	0	10,296	10,296
Change in assumptions	0	117	117
	56,557		10,413
FUND BALANCES/NET POSITION			
FUND BALANCES			
Nonspendable	44,836	(44,836)	
Restricted for capital assets	7,570,088	(7,570,088)	
Assigned - volunteer funds	28,776	(28,776)	
Fund balance - unassigned	6,097,781	(6,097,781)	
	13,741,481	(13,741,481)	
	$13,957,215	(13,957,215)	
NET POSITION			
Net investment in capital assets		2,308,622	2,308,622
Restricted for capital assets		7,570,088	7,570,088
Unrestricted		(1,495,938)	(1,495,938)
			$8,382,772

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

YEAR ENDED SEPTEMBER 30, 2025

	General Fund	Adjustments (Note 10)	Statement of Activities
EXPENDITURES/EXPENSES:			
Current service operations:			
Wages and benefits	$1,893,102	($6,558)	$1,886,544
Insurance	242,025		242,025
Training	77,835		77,835
Office and administrative	72,333		72,333
Supplies and equipment	64,037		64,037
Station repairs and maintenance	62,385		62,385
Uniforms	57,103		57,103
Professional services	43,789		43,789
Utilities	30,129		30,129
Appraisal and tax collection fees	29,728		29,728
Other	19,549		19,549
Loss on disposal	0	450	450
Debt service			
Interest	51,741	64,870	116,611
Debt issuance costs	89,000		89,000
Principal	565,473	(565,473)	0
Depreciation	0	301,397	301,397
Capital outlay	1,061,807	(1,061,807)	0
	4,360,036		3,092,915
GENERAL REVENUES:			
Ad Valorem property taxes	3,440,364	9,485	3,449,849
Sales tax	791,818		791,818
Interest	244,735		244,735
Other	42,253		42,253
	4,519,170		4,528,655
REVENUE (UNDER)/OVER EXPENDITURES/ EXPENSES:	159,134		1,435,740
OTHER FINANCING SOURCES:			
Proceeds from debt	8,330,000	(8,330,000)	0
NET CHANGE IN FUND BALANCE/NET POSITION	8,489,134		1,435,740
BEGINNING FUND BALANCE/NET POSITION	5,252,347		6,947,032
ENDING FUND BALANCE/NET POSITION	$13,741,481		$8,382,772

The accompanying notes are an integral part of this financial statement presentation.

NOTE 1: ORGANIZATION

The Wimberley Rural Fire Prevention District #4 (the District) was established on August 22, 1983 for the purpose of providing fire suppression, rescue operations and a First Responder Organization (FRO) supporting local EMS services to the citizens of the District. The District is governed by a five-member Board of Fire Commissioners, which is appointed by the Hays County Commissioners Court.

The Texas Legislature passed a bill effective September 1, 2003 to require all fire prevention districts to change their name. The Wimberley Rural Fire Prevention District #4 changed its name to the Hays County Emergency Services #4. The District is not included in any other governmental reporting entity. Additionally, no other entity meets the requirements to be included in the District's financial statements.

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 property and sales 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 there after 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.

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 of,

NOTE2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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 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.

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.

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 pension related items qualify for reporting in this category in the government-wide financial statements. See Note 9 for more information.

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 two types of items that qualify for reporting in this category. Unavailable property tax revenue is reported only in the governmental funds balance sheet, where amount are deferred and recognized as an inflow of resources in the period the amounts become available. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 9 for more information.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. 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. The District capitalizes fixed assets with a useful life of more than one year and a cost equal to or greater than $5,000. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Equipment	5-15 years
Vehicles	5-20 years
Office furniture	5-10 years
Building	20-30 years

PENSION

For purposes of measuring the net pension asset 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 and 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.

NOTE 3: DEPOSITS AND INVESTMENTS

At September 30, 2025, the bank balance was $291,040 and the carrying amount was $281,628. Cash and cash equivalents at year end were held in a checking and a money market savings accounts. All of the District's deposits were fully collateralized with securities held by the pledging financial institution. 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. The District was in compliance with the requirements of Chapter 2256 and with its policy during the year.

At year end the District had $13,374,910 investment in TexPool Prime. The State Comptroller oversees TexPool, with Hermes Federated managing the daily operations of the pool under a contract with the State Comptroller. TexPool 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 investments are 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 year end, the TexPool portfolio had a weighted average maturity of 52 days. 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 $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, 2024 levy was $0.0695 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

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated:				
Land	$77,747	$0	$0	$77,747
Construction in progress	0	79,913	0	79,913
	77,747	79,913	0	157,660
Capital assets being depreciated:				
Rescue equipment	20,996	12,460	0	33,456
Fire machinery and equipment	189,644	0	(2,690)	186,954
Office furniture and equipment	26,439	0	(8,767)	17,672
Firefighting and other equipment	430,616	256,675	(19,976)	667,315
Buildings and improvements	2,001,947	0	0	2,001,947
Vehicles	2,284,683	712,759	0	2,997,442
	4,954,325	981,894	(31,433)	5,904,786
Accumulated depreciation:				
Rescue equipment	(17,257)	(1,525)	0	(18,782)
Fire machinery and equipment	(80,056)	(14,559)	2,690	(91,925)
Office furniture and equipment	(19,223)	(2,436)	8,316	(13,343)
Firefighting and other equipment	(369,590)	(33,913)	19,977	(383,526)
Buildings and improvements	(527,247)	(66,355)	0	(593,602)
Vehicles	(778,352)	(182,609)	0	(960,961)
Total accumulated depreciation	(1,791,725)	(301,397)	30,983	(2,062,139)
Total capital assets, net	$3,240,347	$760,410	($450)	$4,000,307

NOTE 6: LONG-TERM LIABILITIES

	Original Issue	Maturity	Interest Rate	Beginning Balance	Additions	Payments	Ending Balance
#9601	$600,000	9/3/31	2.457%	$435,088	$0	$435,088	$0
#10676	805,483	12/20/33	5.695%	805,483	0	78,237	727,246
#10709	256,675	12/17/28	5.650%	256,675	0	52,148	204,527
#11164	600,000	12/15/29	3.850%	0	600,000	0	600,000
#11134	7,730,000	12/15/44	4.600%	0	7,730,000	0	7,730,000
	$9,992,158			$1,497,246	$8,330,000	$565,473	$9,261,773

The notes are secured by the District's sales tax revenues and 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 long-term debt as of September 30, 2025 are as follows:

	Principal	Interest	Total
2026	$669,386	$209,986	$879,372
2027	478,531	400,840	879,371
2028	501,023	378,348	879,371
2029	524,563	354,807	879,370
2030	490,731	330,088	820,819
2031-2035	1,998,865	1,343,341	3,342,206
2036-2040	2,041,899	878,282	2,920,181
2041-2044	2,556,775	363,405	2,920,180
	$9,261,773	$4,259,097	$13,520,870

	Beginning Balance	Additions	Deletions	Total
Accrued leave *	$192,478	$38,682	$0	$231,160
Pension liability	$67,168	$283,634	($318,513)	$32,289

* The change in accrued leave is presented as a net change.

NOTE 7: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, damage and destruction of assets, errors and omissions, injuries to employees and natural disasters. The District purchases commercial insurance to cover its general liabilities. There were no significant reductions in coverage in the past fiscal year and no settlements exceeding insurance coverage.

NOTE 8: BUDGET

The District adopts an annual budget for each fiscal year and no amends noted 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, sales tax and interest revenues were higher than budgeted, while capital outlay and debt service were more than budgeted, which was offset partially by lower than anticipated wages and benefits.

NOTE 9: PENSION PLAN

TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM

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.

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

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:

Employee deposit rate	7%
Current District contribution rate	12.31%
Years required for vesting	8
Service retirement eligibility (expressed as age/years of service)	60/8, any/20, rule of 75

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 12.45% for calendar 2025. The District's contributions to TCDRS for the year ended September 30, 2025 were $170,401 which equaled the required contribution.

Net Pension Liability

The District's net pension liability of $32,289 for TCDRS at September 30, 2025 was measured as of December 31, 2024. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

NOTE 9: PENSION PLAN

Pension Actuarial Assumptions

Actuarial assumptions used in the December 31, 2024 valuation were based on the results of an actuarial experience study over the years 2017-2020. The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2024
Actuarial cost method:	Entry age (level percentage of pay)
Investment rate of return (7.60% rate of return plus 0.10% adjustment gross of administrative expenses):	7.50%
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

Employees Covered

As of the December 31, 2024 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	1
Inactive employees entitled to but not yet receiving benefits	5
Active employees	32

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2025, the District recognized pension expense of $125,161. At September 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$10,296	$55,898
Changes in assumptions	$117	$0
Net difference between projected and actual earnings	$0	$3,285
Contributions subsequent to the measurement date	N/A	$135,177

$135,177 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, 2026. Other amounts reported as deferred outflows of resources

NOTE 9: PENSION PLAN

and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the plan year ended December 31:	
2025	$8,351
2026	$8,721
2027	$4,298
2028	$4,191
2029	$5,569
Thereafter	$17,640

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/ (Asset) (a)-(b)
Balance at December 31, 2023	$502,110	$434,942	$67,168
Changes for the year:			
Service cost	227,823	0	227,823
Interest on total pension liability	55,408	0	55,408
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	(11,440)	0	(11,440)
Effect of assumption changes or inputs	0	0	0
Refunds of contributions	0	0	0
Benefit payments	(1,790)	(1,790)	0
Administrative expenses	0	(403)	403
Member contributions	0	89,381	(89,381)
Net investment income	0	49,469	(49,469)
Employer contributions	0	154,756	(154,756)
Other	0	13,467	(13,467)
Balance at December 31, 2024	$772,111	$739,822	$32,289

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

NOTE 9: PENSION PLAN

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:

Asset Class	Target Allocation	Geometric Real Rate of Return
Cash Equivalents	2.00%	1.10%
U.S. Equities	13.00%	5.35%
Private Equity	25.00%	8.15%
Global Equities	4.00%	5.15%
International Equities-Developed	6.00%	4.75%
International Equities-Emerging	0.00%	4.75%
Investment-Grade Bonds	3.00%	2.55%
Strategic Credit	9.00%	3.70%
Direct Lending	16.00%	6.85%
Distressed Debt	4.00%	6.80%
REIT Equities	2.00%	3.95%
Master Limited Partnerships	2.00%	4.95%
Commodities	2.00%	1.00%
Private Real Estate Partnerships	6.00%	5.75%
Hedge Funds	6.00%	3.60%

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 (6.60%)	Discount Rate (7.60%)	1% Increase (8.60%)
District's net pension liability (asset)	$202,529	$32,289	($100,145)

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	$13,741,481
Increase net position for capital assets not reported in the fund financial statements	4,000,307
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	56,557
Accrued leave not reported in the fund statements as it is not paid with current resources	(231,160)
Accrued interest not reported in the fund statements as it is not paid with current resources	(74,298)
Long-term note payable not reported in the fund statements as it is not paid with current resources	(9,261,773)
Long-term pension liability not reported in the fund statements	(32,289)
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	183,947
Net position - governmental activities	$8,382,772
Net change in fund balance - general fund	$8,489,134
Depreciation expense not recognized in the fund financial statements	(301,397)
Change in long-term taxes receivable deferred in the fund financial statements	9,485
Loss on disposal not recognized in the fund financial statements	(450)
Long-term debt principal payments recognized as expenditures in the fund financial statements	565,473
Proceeds from debt recognized as other financing sources in the fund financial statements not reported in the government-wide financial statements	(8,330,000)
Change in accrued interest not reported in the fund financial statements	(64,870)
Change in accrued leave not reported in the fund financial statements	(38,682)
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension asset and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements	45,240
Capital outlays recognized as expenditures in the fund financial statements	1,061,807
Change in net position - governmental activities	$1,435,740

NOTE 11: COMMITMENTS

As of year end, the District had executed the following agreements for services related to the construction of a new fire station:

Service	Total Fee	Remaining Commitment
Project management	$270,900	$251,550
Architectural design	807,500	746,938
	$1,078,400	$998,488

NOTE 12: CHANGE IN ACCOUNTING PRINCIPLE

Effective 1 October 2024, the District adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* (GASB 101) and subsequent amendments. This statement replaces GASB Statement No. 16. The adoption of GASB 101 has required a change in accounting principle for the recognition and measurement of liabilities for compensated absences, which includes sick leave, vacation, and other types of paid leave. Adoption of the standard did not have an effect on the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

BUDGETARY COMPARISON SCHEDULE-GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2025

	Final Budget	Actual	Variance Positive (Negative)
GENERAL REVENUES:			
Ad Valorem property taxes	$3,375,485	$3,440,364	$64,879
Sales tax	540,000	791,818	251,818
Interest	0	244,735	244,735
Other	9,600	42,253	32,653
Total revenues	3,925,085	4,519,170	594,085
EXPENDITURES:			
Wages and benefits	2,324,903	1,893,102	431,801
Insurance	198,240	242,025	(43,785)
Training	130,000	77,835	52,165
Office and administrative	90,749	72,333	18,416
Supplies and equipment	122,200	64,037	58,163
Station repairs and maintenance	103,500	62,385	41,115
Uniforms	65,000	57,103	7,897
Professional services	64,000	43,789	20,211
Utilities	42,000	30,129	11,871
Appraisal and tax collection fees	19,050	29,728	(10,678)
Other	12,800	19,549	(6,749)
Debt service	232,526	706,214	(473,688)
Capital outlay	520,117	1,061,807	(541,690)
	3,925,085	4,360,036	(434,951)
Revenues over/(under) expenditures	0	159,134	159,134
OTHER FINANCING SOURCES			
Proceeds from debt	0	8,330,000	8,330,000
NET CHANGE IN FUND BALANCE	0	8,489,134	8,489,134
BEGINNING FUND BALANCE	5,252,347	5,252,347	0
ENDING FUND BALANCE	$5,252,347	$13,741,481	$8,489,134

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED SEPTEMBER 30, 2025*

	Valuation Year Ended December 31	
Total pension liability/ (asset)	2024	2023
Service cost	$227,823	$209,266
Interest on total pension liability/ (asset)	55,408	33,854
Effect of plan changes	0	0
Difference between economic/demographic (gains) or /losses	(11,440)	22,809
Changes of assumptions	0	0
Benefit payments, including refunds of employee contributions	(1,790)	0
Net change in total pension liability/ (asset)	270,001	265,929
Total pension liability/ (asset)-beginning	502,110	236,181
Total pension liability/ (asset)-ending (a)	$772,111	$502,110
Plan fiduciary net position		
Contributions-employer	$154,756	$142,834
Contributions-employee	89,381	81,287
Net investment income	49,469	21,778
Benefit payments, including refunds of employee contributions	(1,790)	0
Administrative expenses	(403)	(227)
Other	13,467	11,291
Net change in plan fiduciary net position	304,880	256,963
Plan fiduciary net position-beginning	434,942	177,979
Plan fiduciary net position-ending (b)	$739,822	$434,942
Net pension liability/ (asset) (a) - (b)	$32,289	$67,168
Plan fiduciary net position as a % of the total pension/ (asset) liability	95.82%	86.62%
Covered employee payroll- calendar year	$1,276,867	$1,161,249
Net pension liability as a percentage of covered employee payroll	2.53%	5.78%

Note: The District began participating in the plan in fiscal year 2022. Fiscal year 2025 Valuation Date: 12/31/24.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #4

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2025*

	2025	2024
Actuarially determined contribution**	$170,401	$149,958
Contributions in relation to the actuarially determined contribution**	$170,401	$149,958
Contribution deficiency (excess)	$0	$0
Covered-employee payroll	$1,394,180	$1,219,612
Contributions as a percentage of covered-employee payroll	12%	12%

Notes to Required Supplementary Information:
* The District began participating in the plan in fiscal year 2022.
** 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	16.7 years (based on contribution rate calculated in 12/31/2024 valuation)
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	7.50%, net of investment expenses, including inflation
Inflation	2.50%
Projected Salary Increases	Varies by age and service. 4.70% average over career 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 rates	135% of the Pub-2010 General retirees Table for males and 120% for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Changes in Assumptions and Methods:
2022: New investment return and inflation assumptions were reflected.
2023: No changes in assumptions and methods.
2024: No changes in assumptions and methods.
Changes in Plan Provisions:
2022: No changes in plan provisions were reflected in the schedule.
2023: Employer contributions reflect that the current service matching rate was increased to 250% for future benefits.
2024: No changes in plan provisions were reflected in the schedule.

AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Villarreal-Alonzo

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Hammer

Agenda Item

Accept the Fiscal Year 2025 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. **INGALSBE/HAMMER/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 March 11, 2026, is attached.

Attachments

ESD #9 FY2025 Audit Report

Montemayor Britton Bender Carey PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2025

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

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Montemayor Britton Bender Carey 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 #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, 2025, 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, 2025 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.

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 Carey PC

March 11, 2026
Austin, Texas

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #9 (District) for the year-ended September 30, 2025. 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 $.05044 per $100 of assessed valuation for the year- ended September 30, 2025. Property tax revenues for the year were $6,347,844, an increase of $781,633 over prior year.
- The District incurred an increase in net position of $1,130,022 for the fiscal year.
- Cash and cash equivalents amounted to $10,394,038 at September 30, 2025, which represented an increase of $6,502,798 over the $3,891,240 balance at September 30, 2024.

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 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 $5,204,570 at September 30, 2025. The District had $173,229 in unrestricted net position, and $5,031,341 in unspent debt proceeds that is restricted for capital purchases. 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 summarizes the financial position of the District at September 30, 2025 and 2024 and the results of operations for the same years ended.

	9/30/2025	9/30/2024
Assets		
Current assets	$10,622,591	$4,074,823
Capital assets, net	231,304	0
Total assets	10,853,895	4,074,823
Liabilities		
Current liabilities	278,405	275
Long-term liabilities	5,370,920	0
Total liabilities	5,649,325	275
Net position		
Unrestricted	173,229	4,074,548
Restricted for capital purchases	5,031,341	0
	$5,204,570	$4,074,548

	9/30/2025	9/30/2024
Revenues		
Ad Valorem property taxes	$6,347,844	$5,566,211
Interest	177,602	112,401
Total revenues	6,525,446	5,678,612
Expenses		
District EMS contract	4,560,366	4,296,018
Facilities	209,846	0
Professional services	203,573	84,638
Payroll and related	176,220	0
Debt service	108,275	0
Equipment	39,333	0
Communications	30,248	0
Software	19,838	0
Amortization	15,530	0
Training	8,999	2,610
ESD #5 cost sharing	0	50,000
Election costs	0	34,346
Other	23,196	5,595
Total expenses	5,395,424	4,473,207
Change in net position	1,130,022	1,205,405
Net position, beginning	4,074,548	2,869,143
Net position, ending	$5,204,570	$4,074,548

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, 2025, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of $10,160,603, an increase of $6,269,638 over the year-ended September 30, 2024. The District's ending unassigned fund balance available for spending at the District's discretion was $173,229.

General Fund Budgetary Highlights

General Fund revenues were $171,376, or 3%, over budget, due primarily to $177,602 in unbudgeted interest income. Additionally, the District received $5,329,755 in unbudgeted proceeds from debt. Expenses for the General Fund were $5,585,563, or 12%, less than budget, due to significantly less than anticipated costs for payroll and related, communications, minor medical equipment, facilities, software, medical supplies, uniforms and professional services. This was offset slightly by unbudgeted expenses for debt service and capital outlay for the right-of-use asset.

The budget was amended during the year to increase the budget for expenses for payroll and related, professional services, capital outlay, communications, minor medical equipment, facilities, software, medical supplies, office furniture and uniforms.

Capital Assets

The District had capital assets in equipment of $129,450 at year-end, none of which had been placed in service at year-end. Additionally, the District's right-of-use asset at September 30, 2025, net of accumulated amortization, was $101,854. All capital assets were acquired in the fiscal 2025.

Debt Administration

The District's long-term liabilities at September 30, 2025 were $5,314.225, of which the current portion amounted to $1,022,314. Long-term liabilities consisted of $5,212,371 for loans and $101,854 for leases payable. Tax revenues are pledged as collateral for the loans payable. At year-end, the District had $5,031,341 in unspent proceeds from debt, which will be used to purchase capital assets. All long-term liabilities were acquired during fiscal 2025.

Economic Factors, Future Years' Budgets and Tax Rates

The tax levy for fiscal year 2025-2026 is expected to provide an approximately $1,651,000 increase in tax revenues for the next fiscal year. The tax rate was set at $.06237 per $100 of assessed valuation for fiscal year 2025-2026.

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. The District renewed its contract for EMS service with San Marcos Hays County EMS through July 31,2026. The District anticipates providing EMS services internally in the future, rather than contracting out the services, and is acquiring assets and hiring personnel to support such.

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 ESD #9, P.O. Box 303, Kyle, TX 78640

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2025

	General Fund	Adjustments (Note 8)	Statement of Net Position
ASSETS			
Cash and cash equivalents	$10,394,038		$10,394,038
Ad Valorem property taxes receivable	183,583		183,583
Prepaid expenses and inventory	44,970		44,970
Capital assets:			
Vehicles not yet placed in service	0	129,450	129,450
Right-of-use asset-office lease, net of amortization	0	101,854	101,854
	0		231,304
	$10,622,591		10,853,895
LIABILITIES			
Accounts payable	$256,453		256,453
Accrued liabilities	21,952		21,952
Accrued interest payable	0	56,695	56,695
Long-term liabilities:			
Due within 1 year: loans and lease payable	0	1,022,314	1,022,314
Due in more than 1 year:			
Loans and lease payable	0	4,291,911	4,291,911
	278,405		5,649,325
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	183,583	(183,583)	0
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - nonspendable	44,970	(44,970)	
Fund balance - restricted for capital purchases	5,031,341	(5,031,341)	
Fund balance - unassigned	5,084,292	(5,084,292)	
	10,160,603		
	$10,622,591		
NET POSITION			
Restricted for station construction		5,031,341	5,031,341
Unrestricted		173,229	173,229
			$5,204,570

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

YEAR ENDED SEPTEMBER 30, 2025

	General Fund	Adjustments (Note 8)	Statement of Activities
EXPENDITURES/EXPENSES:			
EMS services	$4,560,366		$4,560,366
Facilities	209,846		209,846
Professional services	203,573		203,573
Payroll and related	176,220		176,220
Equipment	39,333		39,333
Communications	30,248		30,248
Software	19,838		19,838
Training	8,999		8,999
Other	23,196		23,196
Capital outlay	246,834	(246,834)	0
Amortization	0	15,530	15,530
Debt service:			0
Principal payments	15,530	(15,530)	0
Interest expense	0	56,695	56,695
Debt issuance costs	51,580		51,580
	5,585,563		5,395,424
GENERAL REVENUES:			
Ad Valorem property taxes	6,347,844		6,347,844
Interest	177,602		177,602
	6,525,446		6,525,446
Total revenue over/(under) expenditures	939,883		1,130,022
OTHER FINANCING SOURCES:			
Proceeds from debt	5,329,755	(5,329,755)	0
NET CHANGE IN FUND BALANCE/ NET POSITION	6,269,638		1,130,022
BEGINNING FUND BALANCE/ NET POSITION	3,890,965		4,074,548
ENDING FUND BALANCE/ NET POSITION	$10,160,603		$5,204,570

The accompanying notes are an integral part of this financial statement presentation.

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, Uhland 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 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 there after 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.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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.

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 one year 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 over the useful lives of the assets ranging from 5-20 years.

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.

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.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

INVENTORY

Inventory consists of medical supplies used and is valued at the lower of cost or net realizable value by the first-in first-out method.

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 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 tax revenue. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

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. 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 year-end, the carrying amount of the District's cash deposits was $198,103 and the bank balance was $200,000. Additionally, the District held $10,195,936 of cash equivalents in a sweep account at year-end. The District was in compliance with the requirements of Chapter 2256 and with its investment policy during the year.

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 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, 2024 levy was $0.05044 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: 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 6: CAPITAL ASSETS

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets being depreciated:				
Vehicles	$0	$129,450	$0	$129,450
ROU asset-office lease	0	117,384	0	117,384
	0	246,834	0	246,834
Accumulated depreciation/ amortization:				
Vehicles	0	0	0	0
ROU asset-office lease	0	(15,530)	0	(15,530)
	0	(15,530)	0	(15,530)
	$0	$231,304	$0	$231,304

Note: at year-end, the vehicles had not yet been placed in service.

NOTE 7: LONG-TERM LIABILITIES

Loans	Original Issue	Maturity	Interest Rate	Beginning Balance	Additions	Payments	Ending Balance
Ambulances	$2,583,896	2030	4.70%	$0	$2,583,896	$0	$2,583,896
Vehicles and equipment	2,628,475	2030	3.60%	0	2,628,475	0	2,628,475
	5,212,371			0	5,212,371	0	5,212,371
Leases							
ROU asset-lease	117,384	2027	3.92%	0	117,384	15,530	101,854
	$5,329,755			$0	$5,329,755	$15,530	$5,314,225

The ROU asset-lease is for an office through May2027. All loans are secured by ad valorem property tax revenues. 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 at year-end are as follows:

NOTE 7: LONG-TERM LIABILITIES

	Principal	Interest	Total
2026	$1,022,314	$217,027	$1,239,341
2027	1,040,242	178,722	1,218,964
2028	1,039,825	135,787	1,175,612
2029	1,083,331	92,281	1,175,612
2030	1,128,513	47,098	1,175,611
	$5,314,225	$670,915	$5,985,140

NOTE 8: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	$10,160,603
Increase net position for capital assets not reported in the fund financial statements	231,304
Long-term liabilities not reported in the fund financial statements	(5,314,225)
Accrued interest expense on long-term liabilities not reported in the fund financial statements	(56,695)
Taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	183,583
Net position - governmental activities	$5,204,570
Change in fund balance - general fund	$6,269,638
Proceeds from debt financing not recognized as other financing source income not reported in the government-wide financial statements	(5,329,755)
Amortization expense not recognized in the fund financial statements	(15,530)
ROU asset-lease principal payments recognized as expenditures in the fund financial statements	15,530
Change in accrued interest not reported in the fund financial statements	(56,695)
Capital outlays recognized as expenditures in the fund financial statements	246,834
Change in net position - governmental activities	$1,130,022

NOTE 9: 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 to increase the budget for all expenses other than that for EMS services. 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, interest income and proceeds from debt were higher than budgeted; expenses for professional services, payroll and related, equipment, communications, software, facilities and other were less anticipated, which was offset partially by higher than anticipated expenses for capital outlay and debt service.

NOTE 10: PENSION PLAN

The District participates in the Texas County and District Retirement System (TCDRS). The District began participation in TCDRS in June 2025, and therefore, did not have any participating employees in the plan as of the most recent TCDRS actuarial measurement date of December 31, 2024.

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

All full- and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for participation. The plan provides retirement, disability and survivor benefits.

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 upon start of participation, and the District was required to contribute at the actuarially determined rate of 14.68% for calendar 2025. The District's contributions to TCDRS for the fiscal year were $7,284.

NOTE 11: CHANGE IN ACCOUNTING PRINCIPLE

Effective October 1, 2024, the District adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* (GASB 101) and subsequent amendments. This statement replaces GASB Statement No. 16. The adoption of GASB 101 has required a change in accounting principle for the recognition and measurement of liabilities for compensated absences, which includes sick leave, vacation, and other types of paid leave. Adoption of the standard is did not have a significant effect on the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
GENERAL REVENUES:				
Ad Valorem property taxes	$6,354,070	$6,354,070	$6,347,844	($6,226)
Interest	0	0	177,602	177,602
	6,354,070	6,354,070	6,525,446	171,376
EXPENDITURES:				
EMS services	4,560,366	4,560,366	4,560,366	0
Facilities	250,000	268,000	209,846	58,154
Professional services	210,500	306,600	203,573	103,027
Payroll and related	150,000	592,308	176,220	416,088
Equipment	0	187,342	39,333	148,009
Communications	0	57,232	30,248	26,984
Software	0	52,067	19,838	32,229
Training	6,000	9,000	8,999	1
Training equipment	0	13,500	0	13,500
Other	11,700	167,655	23,196	144,459
Capital outlay	0	140,000	246,834	(106,834)
Debt service:				
Principal payments	0	0	15,530	(15,530)
Debt issuance costs	0	0	51,580	(51,580)
	5,188,566	6,354,070	5,585,563	768,507
Revenues over/(under) expenditures	1,165,504	0	939,883	939,883
OTHER FINANCING SOURCES				
Proceeds from debt	0	0	5,329,755	5,329,755
	0	0	5,329,755	5,329,755
NET CHANGE IN FUND BALANCE	1,165,504	0	6,269,638	6,269,638
BEGINNING FUND BALANCE	3,890,965	3,890,965	3,890,965	0
ENDING FUND BALANCE	$5,056,469	$3,890,965	$10,160,603	$6,269,638

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 03/24/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the cancellation of Commissioners Court on March 31 and May 26, 2026. **INGALSBE/BOUTTE**

Summary

Staff has coordinated with the Budget Officer and Auditor regarding the cancellation of these dates to ensure there are no conflicts with either the budget process or audit requirements.

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 03/24/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item:

Authorize expenditures of up to $1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on April 4, 2026, and amend the budget accordingly. **BECERRA**

Summary:

On April 4, 2026 Hays County will host the 6th Annual Easter AEgg Hunt on the Historic Courthouse Grounds. Funding will be utilized for the following:

Plastic Easter Eggs
Candy Fillers
Decor
Easter Bunny

Fiscal Impact:

Amount Requested: $1,500.00
Line Item Number: 121-752-00.5201

Budget Office:

Source of Funds: Tobacco Settlement Fund
Budget Amendment Required Y/N?: No
Comments: General supplies were budgeted for in the FY26 budget.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes, General Supplies Expense
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Gonzales

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Hogg Foundation, Texas Capacity Building and Resiliency Initiative in the amount of $5,000. **SMITH/INGALSBE/BOUTTE/GONZALES**

Summary:

The Hogg Foundation has piloted this initiative to build resiliency and capacity among community-driven organizations. The grant activities will be led by the Behavioral Health Coordinator within the Health Department to host community events related to mental health. There is no match required, and the grant did not require a formal application process. Funds will be used to purchase consumables and event fees for events and meetings related to the Behavioral Health Program. Consumable items may include printing, table supplies, name tags, food/beverage for event participants, and swag items related to behavioral health.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 120-675-99-234]

Budget Office:

Source of Funds: Hogg Foundation, Texas Capacity Building and Resiliency Initiative grant funds.
Budget Amendment Required Y/N?: Yes
Comments:
$5,000 Increase Intergovernmental Revenues 120-675-99-234.4301
$3,900 Increase Miscellaneous 120-675-99-234.5391
$1,100 Increase Printing Services 120-675-99-234.5461

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Allowable purchases must follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $5,000 in Intergovernmental Revenues
Comments:

Attachments

Application
BH Outreach Budget

PROPOSED ORGANIZATION

Texas-based nonprofit 501(c)(3) organizations are eligible, including universities, state and local government agencies.

Organization Name:	Hays County Behavioral Health Department
Primary Point of Contact:	Dr. Isabella Vigil

PROPOSAL SUMMARY

1. Who will benefit from the proposed project?

Community members of Hays County, especially those with mental health and substance use challenges.

2. How does the proposed project promote mental health or support well-being in everyday life?

The Behavioral Health Department serves as a countywide convener and coordinator, identifying available mental health and substance use resources with impacts that work in partnership with community members, nonprofit organizations, educators, service providers, judges, county officials, and regional partners.

3. Amount Requested: $ 5,000

4. What will the funds support?

Funds will support activities that empower community members to be leaders and co-creators of mental health solutions, create safe, inclusive, and culturally responsive spaces for dialogue, reduce stigma through storytelling, arts-based initiatives, shared learning, and clinical supports through warm handoffs without medicalizing community spaces.

Event/Initiative	Venue	Food	Entertainment	Printing/Materials	Merch	Total
April – Autism Community Zines Project	—	—	—	$500.00	—	$500.00
May – Mental Health Awareness Event	$200.00	$200.00	—	$100.00	$300.00	$800.00
June – PTSD Awareness Month Community Workout Event	$300.00	$500.00	—	—	—	$800.00
July – International Self-Care Day for Work Group Members and Community Partners	$200.00	$200.00	—	$100.00	$200.00	$700.00
September – Suicide Awareness Walk	$400.00	$500.00	$300.00	$100.00	$300.00	$1,600.00
Behavioral Health Merch (General): Buttons/Pins, Stickers, Stress Balls, Pocket Affirmation Cards and Mini Resource Cards with QR to Behavioral Health 360	—	—	—	$300.00	$300.00	$600.00
Total Award	**$ 1,100.00**	**$ 1,400.00**	**$ 300.00**	**$ 1,100.00**	**$ 1,100.00**	**$5,000.00**

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Boutte

Sponsor: Commissioner Smith

Agenda Item:

Approve payment in the amount of $2,000.00 to Hill Country Alliance for Morgan Hammer, Commissioner Pct 3, and Kandice Boutte, County Administrator, to participate in the 2026 Hill Country Alliance Leadership Institute, where no purchase order was obtained per the purchasing policy. **SMITH**

Summary:

The Hill Country needs locally driven and balanced solutions to protect the ecological and economic health of this place we call home. Yet very few opportunities exist for leaders to connect, share, and generate new ideas. For this reason, the Hill Country Alliance has developed a leadership program especially for decision makers and elected leaders throughout the Texas Hill Country. The Hill Country Leadership Institute is designed for city council members, county judges and commissioners, groundwater conservation district board members and general managers, and anyone serving in a public leadership role. The Hill Country Leadership Institute is a program of the Hill Country Alliance. Hill Country Alliance brings together a diverse coalition of partners to preserve the open spaces, starry night skies, clean and abundant waters, and unique character of the Texas Hill Country.

The County Administrator's Office did start a purchase order, but it was after the first class had started, therefore purchasing was unable to approve the purchase order.

Fiscal Impact:

Amount Requested: $2,000.00
Line Item Number: 001-678-00.5551

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: Purchase order not obtained prior to start of program

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Course Information

HILL COUNTRY LEADERSHIP INSTITUTE

Local leaders
Regional challenges
Real solutions
Lasting relationships

The Hill Country is a region unlike any other in Texas—full of natural features, treasured places, charming communities, and a rich heritage. Today, the region faces numerous threats driven by rapid growth, land fragmentation, and unchecked development.

The Hill Country needs locally driven and balanced solutions to protect the ecological and economic health of this place we call home. Yet very few opportunities exist for leaders to connect, share, and generate new ideas.

For this reason, the Hill Country Alliance has developed a new leadership program especially for decision makers and elected leaders throughout the Texas Hill Country.

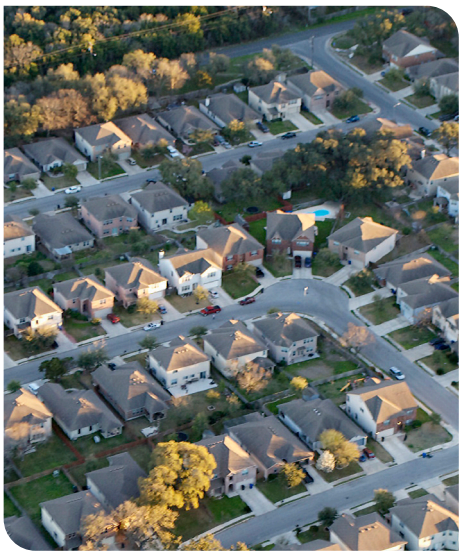
The **Hill Country Leadership Institute** is designed for city council members, county judges and commissioners, groundwater conservation district board members and general managers, and anyone serving in a public leadership role.

Past and present elected leaders, subject matter experts, and other professionals were involved in development of the Leadership Institute, and the inaugural class launched in January 2023.

Our purpose is to engage, empower, connect, and inspire local leaders dedicated to the long-term vitality of our unique 17-county region.

Participants can expect both professional and personal benefits.

- Develop strong, lasting relationships across jurisdictional boundaries.
- Discover what is working and what is not working in other communities.
- Learn from experts in an intimate and inspiring setting.
- Engage in problem solving and avoid the need to reinvent the wheel.
- Create actionable strategies for our region's most pressing issues.
- Participate in honest, trusted conversations about what is possible and what is needed.
- Take away tools—including model policies, funding opportunities, and case studies—ready to put to work in your community.



Plan for the 2026 Hill Country Leadership Institute

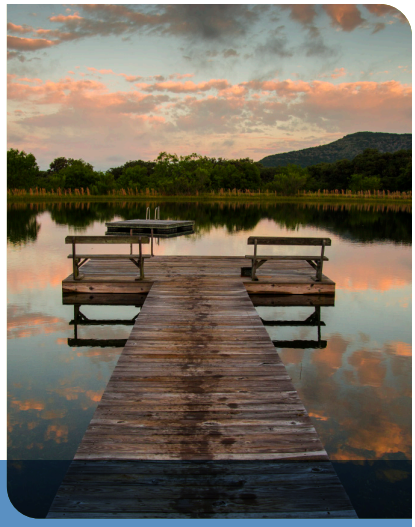
- The educational program will run for ten months—from January through October 2026.
- We will gather in person every third Thursday of the month at unique locations across the region.
- The first gathering is set for January 22, 2026, from 9am to 2pm at Selah Bamberger Ranch Preserve in Blanco County.
- Maximum enrollment is 20 to deliver a personalized enriching experience.
- One full-day retreats is included for on-the-land learning in spring and fall.
- Brief topics to be offered as virtual lunch-and-learn sessions.
- Scheduled "office hours" are planned for deeper learning and one-on-one discussions.
- Breakout groups will be created to dive deeper on topics of interest.
- Ongoing engagement for three years beyond the conclusion of the program is encouraged and supported.
- Sliding scale enrollment from $500 to $1,000 depending on size of population served.

Core curriculum topics

- **Water infrastructure:** Long-range thinking about drinking water supply for our growing population. Sustainable and innovative wastewater solutions. Protecting pristine streams. One Water strategies. Regional water planning processes.
- **Development oversight:** The costs of sprawl vs planning for density close to existing infrastructure. Conservation development. Low-impact development. Development agreements. Special purpose districts.
- **Groundwater:** Groundwater management. Loss of springs. Working with groundwater conservation districts and understanding their Chapter 36 authority. Groundwater Management Areas and "Desired Future Conditions."
- **Planning:** Extents and limits of county authority. Municipal planning tools. Thoroughfare plans. Habitat conservation plans. Comprehensive planning and regional planning opportunities.
- **Land stewardship and conservation:** The land/water connection in the Hill Country. Private land stewardship opportunities. Conservation easements. Public funding for conservation.

Additional focus areas

Public health	Broadband infrastructure	Night skies
Workforce development	Heritage protection	Tourism
Workforce housing	Water quality	Working with TCEQ
Economic development	Incompatible land use	Industrial activities



The 2026 class of the HIll Country Leadership Institute is forming now!

Application and additional information are available at hillcountryalliance.org/leadershipinstitute

Applications are encouraged on or before November 15, 2025

For more information, contact Leah Cuddeback, leah@hillcountryalliance.org

The Hill Country Leadership Institute is a program of the Hill Country Alliance.

Hill Country Alliance is a 501c3 non-profit established in 2004, bringing together a diverse coalition of partners to preserve the open spaces, starry night skies, clean and abundant waters, and unique character of the Texas Hill Country.

hill country alliance

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: CECC Director Stephanie Robinson

Sponsor: Judge Becerra

Agenda Item:

Approve out-of-state travel, utilizing the CECC Continuing Education funds, for CECC Director Stephanie Robinson to attend the Navigator Conference on April 19 - 24, 2026 in Las Vegas, Nevada. **BECERRA/ROBINSON**

Summary:

Out-of-state travel is needed to send Combined Emergency Communications Center Director Stephanie Robinson to attend the Navigator Conference on April 19-24, 2026, in Las Vegas, Nevada. Navigator is the leading conference for Emergency Medical Dispatch, Emergency Fire Dispatch, and Emergency Police Dispatch protocols. The Communications division is certified in and utilizes two of the three protocols and is implementing the third. This conference allows agencies from around the world to come together and learn new advancements in combined communications, software, training, hiring, and team building, just among a few topics.

Funding for registration and travel expenses, including airfare and hotel, will be paid for by the International Academies of Dispatch (IAED). Per diem fees will be paid for by the CECC Continuing Education funds.

Fiscal Impact:

Amount Requested: $350
Line Item Number: 001-615-00.5551

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments: Summary states that registration and travel will be paid by International Academies of Dispatch (IAED).

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Robinson Navigator Agenda
Basic Navigator Agenda

Number in Party: 1

Registration Information:

Registration Items

Stephanie Robinson	3-Day Passport	

Sessions

Stephanie Robinson	ProQA Paramount System Admin Training	20-Apr-2026 8:30 AM
Stephanie Robinson	An In-Depth Journey to Accreditation	21-Apr-2026 8:30 AM
Stephanie Robinson	Opening Keynote Session with Awards	22-Apr-2026 9:00 AM
Stephanie Robinson	Exclusive Exhibit Hall Time	22-Apr-2026 11:00 AM
Stephanie Robinson	Box Lunch in Exhibit Hall	22-Apr-2026 11:45 AM
Stephanie Robinson	Seeing the Forest AND the Trees with Academy Analytics and the IAED Data Center	22-Apr-2026 3:00 PM
Stephanie Robinson	Optimizing Emergency Responses: Harnessing Data to Enhance Decision-Making	22-Apr-2026 4:05 PM
Stephanie Robinson	Consolidating Intelligence Gathering Systems into a Virtual Planning Section	23-Apr-2026 9:15 AM
Stephanie Robinson	EPD Version 8 Is Next: Find Out What's in It and Why You Need It	23-Apr-2026 10:20 AM
Stephanie Robinson	Navigating the Evolving Landscape of 911 Legislation and Regulations	23-Apr-2026 10:20 AM
Stephanie Robinson	Strengthen and Scale: Maintaining Your PDS with an Eye Toward Expansion	23-Apr-2026 1:15 PM
Stephanie Robinson	The Real Power of Technology in your PSAP	23-Apr-2026 2:30 PM
Stephanie Robinson	Network for Evidence-Based Dispatch (NEBD): IAED and ESO Standing Research Collaborative	23-Apr-2026 3:25 PM
Stephanie Robinson	From the Bottom to the Top	23-Apr-2026 4:30 PM

Additional Information

Stephanie Robinson	What is your job function?
	Comm. Center Director/Chief
	Primary Service Area
	Mixed
	Size of Comm. Center (measured by call stations)
	13 and over
	Years of Comm. Center Experience
	11 to 20
	Are you from an ACE accredited agency?
	No
	How did you hear about this conference?
	Previous Attendee Recommendation
	Have you attended NAVIGATOR in the past?
	Yes
	Are you planning to stay in the NAVIGATOR room block (subject to availability)?
	Yes
	Do you plan to attend the entire event? Or just a portion of it?

https://navigator.emergencydispatch.org/conference-registration

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Brown

Sponsor: Commissioner Cohen

Agenda Item:

Approve out-of-state travel for AOT Program Administrator Jennifer Putman to attend an in-person grant meeting at the Substance Abuse and Mental Health Services Administration (SAMHSA) Headquarters in Rockville, MD from April 29 - May 1, 2026. **COHEN/BROWN**

Summary:

The Substance Abuse and Mental Health Services Administration (SAMHSA) is inviting grant recipients to an in-person grant recipient meeting that will emphasize peer learning, collaboration, and interactive engagement across AOT programs. The meeting will take place from April 29 - May 1 and will be at the SAMHSA headquarters in Rockville, MD. Funds to cover travel expenses will be paid out of the SAMHSA AOT grant. Funding for travel requested is not to exceed $2,248.00.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 001-612-99-227.5551

Budget Office:

Source of Funds: Substance Abuse and Mental Health Services Administration (SAMHSA)
Budget Amendment Required Y/N?: No
Comments: Travel expenditures were previously budgeted in continuing education for the grant. Seeking approval for out of state travel.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Conference registration must follow the purchasing policy, travel must follow the travel policy.

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Travel Budget

B. Fringe Benefits

Our organization's fringe benefits consist of the components shown below:

Fringe Component	Rate (%)
Social Security	6.20%
Retirement	12.72%
Medicare	1.45%
Total Fringe Rate	20.37%

Fringe Benefits Cost

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	**Fringe Benefits Cost**	
1	Assisted Outpatient Treatment Program Administrator	Jennifer Putman	$74,919	20.37%	$12,371	$27,632	$27,632
2	Mental Health Court Administrator	Kaimi Mattila	$10,532	20.37%		$2,145	$2,145
3	Assisted Outpatient Treatment Program Case Manager	To Be Hired	$37,050	20.37%	$9,278	$16,825	$16,825
					TOTAL	**$46,602**	**$46,602**

Fringe Benefits Narrative:

Hays County charges the following fringe benefits as a percentage of salary: Social Security (6.2%), Retirement (13.51%), and Medicare (1.45%). The following are charged at a fixed rate: Medical ($11,899.20), Dental (404.88) and Life ($66). The total amount of fixed fringe benefits is $12,370 for a full year for both 1.0 FTEs. Because the Caseworker is not expected to be employed for a full year, the fixed benefit rate is charged proportionally. Only a portion of fringe benefits are charged for the Mental Health Court Administrator as they are not 100% dedicated to this grant.

C. Travel

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	**Travel Cost**	
1	Hotel Stay in Rockville MD	Hotel in Rockville, MD	Hotel/Lodging	$200.00	Night	4.00	2	$1,600	$1,600
2	Air Travel to AOT Symposium	Austin, TX to Baltimore, MD	Airfare	$700.00	Round Trip	1.00	2	$1,400	$1,400
3	Car rental to travel from airport in Baltimore to grantee meeting in Rockville	Baltimore, MD to Rockville, MD	Car Rental	$89.00	Day	4.00	1	$356	$356
4	Per Diem for meals	N/A	Per Diems (M&IE only)	$63.00	Day	4.00	2	$504	$504

Trip #	Purpose	Origin and Destination	Calculation						FEDERAL REQUEST
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons	Travel Cost	
5	Overnight parking at the Austin Airport and toll fare	Austin, TX	Parking & Tolls	$35.00	Day	4.00	2	$280	$280
6	Hotel Stay at Courtyard by Marriott Houston	Houston, TX	Hotel/Lodging	$138.78	Night	2.00	1	$278	$278
7	Per Diem for Meals	N/A	Per Diems (M&IE only)	$23.00	Day	2.00	1	$46	$46
							TOTAL	$4,464	**$4,464**

Trip #	Travel Narrative:		
1	Hotel Stay in Rockville MD	Hotel in Rockville, MD	Travel Cost $1,600
	Staff will attend the required in person grantee meeting at SAMHSA headquarters and will have a hotel stay (4 nights) in Rockville, MD. Hotel rooms are budgeted at $200/night for 2 individuals		
2	Air Travel to AOT Symposium	Austin, TX to Baltimore, MD	Travel Cost $1,400
	Air travel from Austin-Bergstrom International Airport in Austin, TX to Baltimore-Washington International Airport in Baltimore, MD. Both airports are the closest available airport to the origin/destination of the trip. Flights are budgeted at $700 round trip for 2 individuals.		
3	Car rental to travel from airport in Baltimore to grantee meeting in Rockville	Baltimore, MD to Rockville, MD	Travel Cost $356
	Because staff will fly into Baltimore and need to travel to Rockville for the meeting, a rental car will be needed. Rental car is budgeted at $89/day for 4 days.		
4	Per Diem for meals	N/A	Travel Cost $504
	Per Hays County travel policy, staff is eligible for $16 per morning meal, $19 per noon meal, and $28 per evening meal for a total of $63 per day per individual. Funds are budgeted for 2 individuals to have 4 days worth of per diem.		
5	Overnight parking at the Austin Airport and toll fare	Austin, TX	Travel Cost $280
	Costs associated with overnight parking for staff members at the Austin-Bergstrom International Airport while they are in Rockville.		
6	Hotel Stay at Courtyard by Marriott Houston	Houston, TX	Travel Cost $278
	Hotel stay at the Courtyard by Marriott in Houston, TX for the AOT Program Administrator to attend the Texas Judici9al Commission on Mental Health (JCMH) Summit in Houston which took place on October 7-8, 2025. The Summit focuses on assisting individuals with mental health issues or Substance Use Disorders navigate the criminal justice system and includes sessions on best practices, forming community partnerships with providers, and how Local Mental Health Authorities (LMHA) and Counties can work together to serve individuals. The Summit began at 8:00 on the 7th, so two nights of lodging (nights of October 6 and 7) are requested.		
7	Per Diem for Meals	N/A	Travel Cost $46
	Per Diem for meals is requested according to the Hays County Purchasing Policy during the JCMH Summit. Two lunches at $16 each and one dinner at $13 charged for a total of $45. Breakfasts and one lunch were included with the Summit registration.		

D. Equipment

Line Item #	Item	Check if Item is a Vehicle	Calculation				FEDERAL REQUEST
			Quantity	Purchase or Rental/Lease Cost	Percent Charged to the Project	Equipment Cost	
1		☐				$0	$0
					TOTAL	**$0**	**$0**

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Constable Torres

Sponsor: Commissioner Cohen

Agenda Item:

Approve payment in the amount of $500.00 to Card Service Center for registration fees for the Advance Crime Prevention Strategies -- Problem Oriented Policing (TCOLE #2102) training, where no purchase order was obtained per the Purchasing Policy. **COHEN/TORRES**

Summary:

The Constable Precinct 2 Office utilized the County Credit Card to pay for the registration fees to attend the Advance Crime Prevention Strategies -- Problem Oriented Policing (TCOLE #2102) course, but did not obtain a purchase order prior. The Purchasing Agent met with the department and clarified that any purchase, whether the County-issued credit card is used or not, must have a purchase order if it exceeds $500.00.

The course provides advanced instruction in crime prevention methods, including problem-oriented policing strategies used to identify and address recurring crime patterns in communities. The training will be held March 23--27, 2026, from 8:00 AM to 5:00 PM, at the Hays County Sheriff's Office, 810 Stagecoach Trail, San Marcos, Texas. The course provides 40 TCOLE credit hours and is designed to enhance law enforcement personnel's ability to analyze crime trends, develop strategic prevention initiatives, and implement community-based solutions to reduce crime.

Fiscal Impact:

Amount Requested: $500.00
Line Item Number: 001-636-00.5551

Budget Office:

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

Purchasing Office:

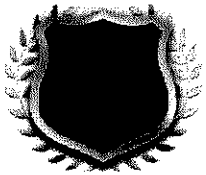
Purchasing Guidelines Followed Y/N?: No
Comments: Purchase Order not obtained prior to purchase.

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Crime Preventation Strategies Training



(https://critraining.elementlms.com)

CRI Training Portal (https://critraining.elementlms.com)

Order received

Thank you. Your order has been received.

ORDER NUMBER:
5746

DATE:
March 6, 2026

EMAIL:
travis.talbot@hayscountytx.gov

TOTAL:
$500.00

PAYMENT METHOD:
Credit / Debit Card

Order details

Product	Total
Advance Crime Prevention Strategies - Problem Oriented Policing TCOLE 2102 (https://critraining.elementlms.com/product/advance-crime-prevention-strategies-problem-oriented-policing-tcole-2102/) × 1	$500.00
Subtotal:	**$500.00**
Payment method:	**Credit / Debit Card**
Total:	**$500.00**

Courses

- Advance Crime Prevention Strategies - Problem Oriented Policing TCOLE 2102 (https://critraining.elementlms.com/course/advance-crime-prevention-strategies-problem-oriented-policing-tcole-2102/)

Billing address

Travis Talbot
5458 FM 2770, Ste. 178
Kyle, TX 78133
15128786690

travis.talbot@hayscountytx.gov

CRI Training Portal (https://critraining.elementlms.com)

Advance Crime Prevention Strategies – Problem Oriented Policing TCOLE 2102

Or log in (https://critraining.elementlms.com/wp-login.php) to access your purchased courses

$500.00 - Purchase this Course

Lesson

Advance Crime Prevention Strategies – Problem Oriented Policing TCOLE 2102 (https://critraining.elementlms.com/lesson/advance-

crime-prevention-strategies-problem-oriented-policing-tcole-2102/)

Length: 0 minutes Available Seats: 19
Dates:
March 23, 2026 8:00 am - 5:00 pm
March 24, 2026 8:00 am - 5:00 pm
March 25, 2026 8:00 am - 5:00 pm
March 26, 2026 8:00 am - 5:00 pm
March 27, 2026 8:00 am - 5:00 pm
Location:
Hays County Sheriff's Office
810 Stagecoach Trail
San Marcos , TX 78666
Available Seats: 19 of 30
TCOLE Credit Hours: 40
Contact:
John Gabrielson
Second Generation CPTED (https://critraining.elementlms.com/course/second-generation-cpted/)
Crime Prevention Through Environmental Design (CPTED) TCOLE 2103 (https://critraining.elementlms.com/course/crime-prevention-through-environmental-design-cpted-tcole-2103/)

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AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: John Ellen, Constable 5

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Cohen

Agenda Item:

Approve and confirm the appointment of Michael D. Fuentes as a regular full-time Motor Deputy Constable in the Hays County Constable Precinct 5 Office effective April 1, 2026. **SMITH/COHEN/ELLEN**

Summary:

Pursuant to Local Government Code Chapter 86 Subchapter B 86.011(a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.
Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.
(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioner's court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or surety. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
(d) A person commits an offense if the person:
(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
(2) is a constable and issues a deputyship without the consent and approval of the commissioner's court.(e)

An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-639-00]

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: The position was budgeted for during FY26 annual process.

0885-013 Deputy Constable

$ 77,034.03		Annualized Cost	Prorated FY26
Staff Salaries	5021	$ 77,034.03	$ 38,517.02
FICA	5101_100	$ 4,776.11	$ 2,388.05
MEDI	5101_200	$ 1,116.99	$ 558.50
RET	5101_300	$ 9,744.80	$ 4,872.40
MED INS	5160_400	$ 11,899.20	$ 5,949.60
DENTAL INS	5160_500	$ 404.88	$ 202.44
LIFE INS	5160_600	$ 66.00	$ 33.00
Total		**$ 105,042.02**	**$ 52,521.01**

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:

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services Fire Marshal's Division to accept Law Enforcement Officer Standards and Education (LEOSE) funds in the amount of $1,517.60 distributed from the State Comptroller and amend the budget accordingly. **BECERRA/M.JONES**

Summary:

The Hays County Fire Marshal receives grant funds annually from the State Comptroller's Office per Texas Occupations Code 1701.156 in the form of LEOSE for expenses related to the continuing education of full-time licensed peace officers.

Fiscal Impact:

Amount Requested: $1,517.60
Line Item Number: 001-656-00.4310/5551

Budget Office:

Source of Funds: Law Enforcement Officer Standards and Education (LEOSE) funds
Budget Amendment Required Y/N?: Yes
Comments:
$1,518 Increase LEOSE 001-656-00.4310
$1,518 Increase Continuing Education 001-656-00.5551

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Training registrations must follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $1,517.60 in Intergovernmental Revenues
Comments:

Attachments

LEOSE

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

March 3, 2026

HAYS COUNTY FIRE MARSHAL'S OFFICE
810 S STAGECOACH TRL STE 1200
SAN MARCOS TX 78666-3900

Vendor number: 17460022415 044

Payment was issued to your agency for the 2026 Law Enforcement Officer Standards and Education (LEOSE) Fund Allocation in the amount of $1517.6.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of those licensed under Chapter 1701, Occupations Code. These funds must be used to ensure the continuing education of those licensed under Chapter 1701 or to provide necessary training, as determined by the agency head, to full-time fully paid law enforcement support personnel in the agency.
Twenty percent of the funds are allocated equally among qualified agencies. The remaining eighty percent is distributed based on the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year. Each agency must maintain complete and detailed records of all money received and spent. All funds received are subject to audit by the Comptroller of Public Accounts, and all expenditures are subject to audit by the State Auditor.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher and is entitled to all employee benefits offered to a peace officer.

You must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2027 Allocation Basis form to us no later than October 31st, 2026, to receive your agency's share of the LEOSE account in 2027. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please contact our office using taxallocation@cpa.texas.gov, or call using at 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures: Form 40-215 (Rev.1-17/6)

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	DOCUMENT	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFF ALLOC GR	9P260568	834.68
PEACE OFF ALL		PEACE OFFICER ALLOC	9P260558	682.92

ISSUE DATE: 02/26/2026 WARRANT TOTAL: $1,517.60

PAYEE NUMBER: 1XXXXX22415 MAIL CODE: 044 WARRANT NUMBER: 151442610

PAYEE NAME: HAYS COUNTY FIRE MARSHAL'S OFFICE

— NON-NEGOTIABLE —

For questions about this payment or to sign up for Direct Deposit, please contact your paying agency:

COMPTROLLER - STATE FISCAL 512-463-4561

WOULD YOU LIKE TO VIEW:
- Your state payments on a Comptroller web application?
- Payment remittance information, payment history and download a report?
- The phone number and contact information of the paying agency?
- Receive email alerts when a state payment is issued to you?

This information is available on SEARCH STATE PAYMENTS ISSUED (SSPI).
- Go to COMPTROLLER.TEXAS.GOV to view video tutorials.
- Below the heading "Business Center," select "Webfile Help Videos."
- Below "Individual Videos," select "Create a User Profile" and "Navigate the Webfile/eSystems Home Page."

SSPI instructions: https://fmx.cpa.texas.gov/fm/pubs/payment/ssdi

Also consider enrolling in direct deposit. It's easy, fast and secure.
Contact the paying agency named on this payment stub to sign up.

▼ *Detach here before depositing* ▼

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

HEAT SENSITIVE COLOR FADES WITH HEAT

TREASURY WARRANT NO.
151442610

FEBRUARY 27, 2026

022626 1XXXXX22415 044 0 902
PAYING AGENCY 512-463-4561 COMPTROLLER - STATE FISCAL

Pay ONE THOUSAND FIVE HUNDRED SEVENTEEN DOLLARS AND 60/100 $ 1,517.60

To HAYS COUNTY FIRE MARSHAL'S OFFICE
810 S STAGECOACH TRL STE 1200
SAN MARCOS, TX 78666-3900

Kelly Hancock
Acting Comptroller of Public Accounts

VOID AFTER 08/31/2028

⑈304⑈ ⑆114900164⑆ ⑈151442610⑈

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 03/24/2026

Requested By:

Sponsor: Commissioner Smith

Agenda Item:

Authorize the acceptance of a budget amendment to the Office of the Governor, Specialty Courts Program, Mental Health Court Training. **SMITH/BOUTTE/BROWN**

Summary:

This budget amendment does not add or remove funds from the grant budget. One of the four approved trainings was canceled by the host organization. Funds will be reallocated for the Assisted Outpatient Treatment Coordinator to attend the Texas RISE Conference. Costs include mileage, hotel, registration, parking, and per diem. The mileage and per diem rates were also updated based on the Travel Policy.

Grant period: 10/1/2025 - 9/30/2026
Grant number: 5532401

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 001-612-99-227.5551

Budget Office:

Source of Funds: Office of the Governor, Specialty Court Program, Mental Health Court Training Grant Funds.
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Conference registration must follow purchasing policy and travel must follow travel policy.

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?:
Comments:

Attachments

Budget

Print This Page

Agency Name: Hays County
Grant/App: 5332401 **Start Date:** 10/1/2025 **End Date:** 9/30/2026

Project Title: Mental Health Court Training
Status: Pending OOG Review

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Travel and Training	In-State Registration Fees, Training, and/or Travel	Cost associated with attending the Texas RISE Conference health by the Texas Association of Specialty Courts between March 23-25, 2026. Registration for 4 attendees (Mental Health Court Judge, Mental Health Court Administrator, Mental Health Court Caseworker, and Assistant Outpatient Treatment Coordinator) at $350/ person x 4 people =$1,400.00. Hotel charged at $190.98/ night (3 rooms, 3 nights)= $572.85/ person x 4 people= $2,291.76. Per diem is $16/ breakfast x 3 days, $19/lunch x 3 days, and $28/ dinner x 2 days = $161/person x 4 staff members= $644.00 total per diem. Parking $40 x 3 nights=$120 x 4 people= $480.00. Hotel Fee $4.00/night x 3 nights= $12.00/individual x 4 staff =$48.00 total hotel fee. Mileage	$6,277.76	$0.00	$0.00	$0.00	$6,277.76	0

		roundtrip is 487.5 miles x 0.725= $353.5 roundtrip x 4 individuals (Mental Health Court Judge, Mental Health Court Administrator, Mental Health Court Caseworker, and Assisted Outpatient Treatment Coordinator)=$1,414. Total=$6,277.76. (Registration $1,400.00, hotel $2,291.76, per diem $644.00, parking $480.00, hotel fee $48.00, mileage $1,414).						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Costs associated with attendance for the Justice and Mental Health Court Summit for two individuals (Mental Health Court Judge and Mental Health Court Administrator) between October 7-8, 2025 in Houston, TX Lodging for the Mental Health Court Judge was $244.53/ night x 2 nights= $489.06. Overnight parking was $27.06/ night x 2 nights =$54.12. Lodging for the Mental Health Court Administrator was $138.78/ night x 2 nights= $277.56. Per diem was one (1) lunch at $13 and two (2) dinners at $16 each for a total of =$45.00. Total is =$865.74	$865.74	$0.00	$0.00	$0.00	$865.74	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Registration and travel expenses for four individuals (Mental Health Court Administrator, Mental Health Court	$7,464.00	$0.00	$0.00	$0.00	$7,464.00	0

		Caseworker and one representative from the District Attorney's Office) to attend the national All Rise (Formerly the National Association of Drug Court Professionals) conference between July 20-23, 2026. Registration priced at $960 each * 3 for a total of $2,880. Hotel is charged at $149/room per night. Three rooms, four nights each charged at $149 is a total of $1,788. Flights from Austin, TX to Nashville, TN (and returning) charged at $540 each *3 for a total of $1,620. Rental car charged at $63/day 5 days for a total of $315. Per Diem charged at $16/ breakfast * 5 days =$80, $19/lunch * 5 =$95, and $28/dinner * 4 days= $112/person day for 3 individuals for 5 days/4 nights meals for a total of $861.00. Total costs are $7,464.00..						

You are logged in as **User Name**: genevievek

AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to accept a drone, valued at $9,997.49, from the Hays County Citizens' Academy Alumni Association and amend the budget accordingly. **INGALSBE/HIPOLITO**

Summary:

The Hays County Citizens Sheriff's Academy Alumni Association has purchased a DJI Matrice 4T drone, valued at $9,997.49. The drone will be assigned to the west side of the county and, when not responding to emergencies, will be utilized by the SRO Division. This resource will significantly enhance the Sheriff's Office's ability to respond to school-related incidents.

Fiscal Impact:

Amount Requested: $0.00
Line Item Number: 001-618-00.4610/001-618-00.5717_700

Budget Office:

Source of Funds: Donation
Budget Amendment Required Y/N?: Yes
Comments: Amend budget to record the value of the donated equipment.
$9,998 - Increase Contributions 001-618-00.4610
$9,998 - Increase Law Enforcement Equipment Capital 001-618-00.5717_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $9,997.49 in Contributions
Comments:

Attachments

HCCSAA Letter and quote

Hays County Citizens Sheriff's Academy Alumni Association

810 S. Stagecoach Trail, San Marcos Texas 78666
(512) 393-7792

March 11, 2026

To the Hays County Sheriff's Office

The Hays County Citizen's Academy has agreed to puchase (1) UVT Matrice 4T Bundle as quoted by UVT Quotation # SO228099 and donate it to the Hays County Sheriff"s Office.

Gary Anderson
Treasurer

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Invoicing Address:
Hays County, TX Sheriff's Office, Hays County Auditor
712 S Stagecoach Trail
Suite 1071
San Marcos TX 78666
United States

Shipping Address:
Hays County, TX Sheriff's Office, Cameron Mitchell
1307 Old Uhland Road
San Marcos TX 78666
United States
+1 512-757-7415

Hays County, TX Sheriff's Office, Cameron Mitchell
1307 Old Uhland Road
San Marcos TX 78666
United States

Quotation # SO228099

Quotation Date:	Expiration:	Salesperson:
02/11/2026	03/13/2026	Todd Johnson

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
UVT Matrice 4T QuickTac Bundle					
[101-156-1029] DJI Matrice 4T The DJI Matrice 4T is a compact flagship enterprise drone designed to meet the diverse needs of professionals across various industries. Equipped with multiple intelligent sensors, it delivers exceptional imaging capabilities, including a 1/1.3" CMOS 48MP wide-angle camera, a 1/1.3" CMOS 48MP medium telephoto camera, and a 1/1.5" CMOS 48MP telephoto camera, providing clear and stable images with up to 112x hybrid zoom. The Matrice 4T excels in low-light environments thanks to its advanced night mode and intelligent low-light capabilities, ensuring optimal performance during dusk and nighttime operations. Its high-efficiency precision mapping features and intelligent operation functions make it an ideal tool for surveying, mapping, construction, and inspections. Some Key Features include: Infrared Thermal Camera: Equipped with a 640 × 512 resolution thermal sensor, the Matrice 4T supports High-Res Mode up to 1280 × 1024 pixels, allowing for detailed thermal imaging essential for inspections and search	1.000 Units	7,849.00	5.00		$ 7,456.55

Thank you for choosing UVT!

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

and rescue operations. NIR Auxiliary Light: The Near-Infrared (NIR) auxiliary light extends illumination up to 100 meters, enhancing visibility in low-light conditions and ensuring clear imagery during nighttime missions. The Matrice 4T's key advantage is its portability. Its compact design allows for quick deployment and easy transportation. 360-degree obstacle sensing and advanced positioning systems ensure enhanced flight safety, providing reliable operation even in complex environments. In the Box: * 1x DJI Matrice 4T * 1x DJI Matrice 4 Series Battery * 1x DJI RC Plus 2 Enterprise * 1x DJI 100W USB-C Power Adapter * 1x DJI Matrice 4 Series Charging Hub * 1x microSD Card * 1x DJI Matrice 4T Gimbal Protector * 1x DJI Cellular Dongle 2 Pry Bar * 3x DJI Matrice 4 Series Propellers * 1x 100W Power Adaptor AC Cable * 1x USB-C to USB-C Data Cable * 1x USB-A to USB-C Data Cable * 1x DJI Matrice 4 Series Storage Case * 1x DJI Matrice 4 Series Storage Case Shoulder Strap The DJI Matrice 4T is a versatile and powerful tool, offering advanced features and comprehensive accessories to support a wide range of professional applications.					
[101-156-1003] DJI Matrice 4 Series Battery The DJI Matrice 4 Series Battery is a high-capacity 99Wh Li-ion 4S battery designed to provide up to 49 minutes of flight time or 42 minutes of hover time for the DJI Matrice 4 series drones. Its robust design ensures long-lasting durability and reliability, making it ideal for demanding industrial applications. The battery features a 6741 mAh capacity and operates within a standard voltage of 14.76 V, with a maximum charging voltage of 17.0 V. It is recommended to charge the battery using the DJI Matrice 4 Series Charging Hub.	3.000 Units	230.00	5.00		$ 655.50

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

[101-115-1001] DJI WB37 Intelligent Battery The WB37 Intelligent Battery is a 2-cell (2S) LiPo battery with a maximum capacity of 4920 mAh and a maximum voltage of 7.6 V. The DJI WB37 Intelligent Battery is compatible with the Smart Controller Enterprise (for the M300 RTK), D-RTK 2 Mobile Station, CrystalSky Monitors, and the Cendence and Cendence S Remote Controllers.	1.000 Units	99.00	5.00		$ 94.05
[101-115-1003] DJI WB37 Battery Charging Hub (USB-C)	1.000 Units	99.00	5.00		$ 94.05
[100-130-1003] UVT ProCare Drone Launch Pad 3ft A custom, weighted launch pad to protect your drone from any debris at the landing zone during takeoff and landing. Includes a convenient carry bag.	1.000 Units	89.99	100.00		$ 0.00
[101-156-1005] DJI Matrice 4 Series Propellers Enhance your DJI Matrice 4 Series drone's performance with UVT's premium propellers. Crafted from durable materials, these propellers ensure long-lasting reliability and are optimized for stable, efficient, and smooth flights, even in demanding conditions. Designed for quick and easy installation, they seamlessly integrate with your drone, minimizing downtime and maximizing productivity.	1.000 Units	26.00	5.00		$ 24.70
[100-130-1001] UVT ProCare Lens Cleaning Pen	1.000 Units	14.95	100.00		$ 0.00
				Subtotal	$ 8,324.85
DJI Mini 5					
[101-159-1001] DJI Mini 5 Pro Fly More Combo Plus w/ DJI RC 2	1.000 Units	1,649.00	0.00		$ 1,649.00
				Subtotal	$ 1,649.00
UVT ProLine Services					
[SRV-PL-104] UVT ProLine Pre-Flight Service Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Care Enterprise) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.	1.000 Units	499.00	100.00		$ 0.00
[SRV-PLS-103] UVT ProLine Support Premium UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000 Units	1,199.00	100.00		$ 0.00

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

All quotations are offered in good faith with our most accurate and up to date pricing. Due to the recent implementation of tariffs on many of the items that UVT offers, prices are subject to change without notice. UVT will do everything possible to honor the pricing offered, however price changes associated with additional tariffs will void existing quotations containing affected items. Our team will continuously work to keep our customers informed as soon as possible if any associated orders are affected by these changes.

				Subtotal	$ 0.00
Shipping					
UPS Ground	1.000 Units	23.64	0.00		$ 23.64
[SRV-112] TIPS Contract - 240101	1.000 Units	0.00	0.00		$ 0.00
				Subtotal	$ 23.64

Total	$ 9,997.49

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms.

The contents of this document are confidential and proprietary and are intended only for the recipient specified herein. It is strictly forbidden to share the contents of this document with any third party, without receiving the prior written consent of UVT.

AGENDA ITEM REQUEST FORM: G. 24.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: HIPOLITO

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a First Amendment to the Statement of Work with Securus Technologies, LLC related to new FCC rate change requirements and the addition of Text Connect. **INGALSBE/HIPOLITO/HUNT**

Summary:

The Sheriff's Office is requesting the execution of a First Amendment to incorporate the new FCC rate change requirements and to add Text Connect services to the contract. The new FCC rate changes go into effect on April 6, 2026.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-618-03.4612

Budget Office:

Source of Funds: Revenue Contract
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: NASPO ValuePoint Contract 99SWC-NV22-13387

Auditor's Office:

G/L Account Validated Y/N?: Yes, Inmate Phone Service Commission
New Revenue Y/N?: Revenue is Budgeted during the Annual Budget Process
Comments:

Attachments

Securus - First Amendment

SECURUS Technologies®
an aventiv company

FIRST AMENDMENT TO THE STATEMENT OF WORK TO THE PARTICIPATING ADDENDUM TO THE NASPO MASTER AGREEMENT # 99SWC-NV22-13387 HAYS COUNTY, TX

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements the Statement of Work to the Participating Addendum to the NASPO Master Agreement # 99SWC-NV22-13387 (the "Agreement") by and between Securus Technologies, LLC ("we," "us," or "Provider") and Hays County, TX ("you" or "Customer") dated August 1, 2023 (the "Agreement"). All capitalized terms contained but not defined herein are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS On December 5, 2025, the FCC published an order in the Federal Register (the "Interim Order") which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the call rate to account for costs customers incur in allowing access to IPCS.

WHEREAS The parties now agree to further amend the Agreement in light of the Interim Order, which Provider will implement on April 1, 2026 ("the Interim Order Implementation Effective Date").

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.

2. Voice Call Rate. As of the Interim Order Implementation Effective Date, Provider will charge $0.12 per minute voice call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

3. Video Call Rate. As of the Interim Order Implementation Effective Date, Provider will charge $0.19 per minute video call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements.

4. Cost Recovery. As of the Interim Order Implementation Effective Date, the Customer Compensation section of the Agreement (pages 7-8) is deleted and Provider will pay Customer $0.02 per minute of both the voice and video call rates indicated above as recovery of costs incurred by Customer for allowing access to both audio and video services.

5. Recordings Storage. Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice and video recordings as follows:

a. Voice Recordings. Provider will store voice recordings for a period of 90 days from the date the call takes place (the "Voice Storage Period"). After the Voice Storage Period has passed for a particular call, that call will no longer be available to Customer.

b. Video Recordings. Provider will store video recordings for a period of 30 days from the date the call takes place (the "Video Storage Period"). After the Video Storage Period has passed for a particular call, that call will no longer be available to Customer.

c. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice or video recordings beyond the applicable Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice or video recordings so that they are available beyond the applicable Storage Period.

d. Historic Recordings. The parties understand and agree that the currently applicable storage period for voice and/or video calls may be longer than the applicable Storage Period. Customer agrees that, no sooner than 90 days after the First Amendment Effective Date (the "Storage Transition Period"), all historic voice and video recordings outside the applicable Storage Period will become unavailable to Customer. **It is the sole and exclusive responsibility of Customer to download and store voice or video recordings in a separate medium during the Storage Transition Period as Customer will permanently lose access to voice and video recordings that are older than the applicable Storage Period. Provider will have no liability whatsoever for the loss of any voice or video recordings after the Storage Transition Period that are older than the applicable Storage Period**.

6. Account Activator. Account Activator, which replaced AdvanceConnect Single Call, allows the incarcerated end user to call a third-party number that does not have an AdvanceConnect account or who does not have sufficient balance in his or her account to complete a call at no cost for a brief conversation. Account Activator then allows the third-party to set up an AdvanceConnect account or to add funds to a low or no balance account to place future calls by connecting the third-party to Provider's Interactive Voice Response (IVR) and either set up a billing method or add funds, respectively. After the initial brief no cost call, the incarcerated end user is requested to call later while an account is set up for the third-party. Provider will set parameters to offer third party no cost calls.

7. Applications Update. As of the Interim Order Implementation Effective Date, the following Applications' language are deleted from the Agreement and replaced with the following language:

TABLETS

Provider will offer personal rental tablets with premium content to the incarcerated end users. The parties will work together in good faith on a mutually agreeable implementation timeline.

Basic Content. Provider will deploy its voice call, video call, forms (grievance), handbook (.PDF), third party vendor commissary, website education (URL), videos (.MP4), self-op commissary ordering, emergency visitation, job search, messaging, and law library applications with the incarcerated end user's personal rental tablets.

Premium Content. Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

Tablet Cost and Compensation. Provider will offer to the incarcerated end user personal rental tablets with a tablet content fee of $7.50 per tablet per month plus applicable taxes, tariffs, fees, and surcharges. Provider will pay Customer 35% commission on the revenue earned through the rental of tablets and the purchase of content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes, tariffs, fees, and surcharges. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date. The rental fee and content fees can be paid by using either Securus Debit or a tablet user account. The parties reserve the right to renegotiate the fees and/or commissions earned if, after the initial 12-month period, Provider's tablet-related costs exceed the revenue generated.

Earbuds. Customer may purchase tablet earbuds at $5.66 a set, which may be invoiced or deducted from compensation otherwise owed to Customer under the Agreement. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than $19.99 per set unless approved by Provider.

TABLETS TERMS AND CONDITIONS:

Customer Warranty. Customer represents and warrants that it will not provide tablets to incarcerated end users whom Customer knows, or has reason to know, pose a threat to other incarcerated end users or facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

Tablet Warranty and Inventory Addendum. The Tablet Warranty and Inventory Addendum attached to this First Amendment is incorporated into the terms and conditions of the Agreement by this reference.

Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated end user's incarceration at the facility and will not be made available upon the incarcerated end user's release. Content is subject to availability and subject to change.

Use of Investigator Pro and Earbuds. Customer further understands and acknowledges that, in instances where incarcerated end user telephone calls originate from Tablets, Investigator Pro™ has only been tested with Provider's certified earbuds. If

Customer elects to sell alternative earbuds, Customer may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED THE TABLETS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE TABLETS OR CUSTOMER'S OR THE INCARCERATED END USER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE TABELTS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED $10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED END USER'S MISUSE OF THE TABLETS.

EMESSAGING

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an incarcerated end user. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

Type of Message (When Available)	Number of Stamps	Notes
Text Message	1 stamp per message	
Photo Attachments	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard Attachments	1 stamp per eCard	Limit of 5 eCards per eMessage
Snap and Send	1 stamp per message	Single photo with no text
VideoGram	3 stamps per VideoGram	
Prepaid Reply	1 stamp per reply	Only 1 reply per message allowed

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

Number of Stamps in Book	Stamp Book Price (Plus transaction fees and all applicable taxes)

5	$2.50
10	$5.00
20	$10.00
50	$25.00

Where available, using funds in a Securus Debit account, incarcerated end users can purchase a book of stamps in the following quantities:

Number of Stamps in Book	Stamp Book Price (Plus transaction fees and all applicable taxes)
1	$0.50
2	$1.00
5	$2.50
10	$5.00

Stamp Book Prices hereunder may be adjusted at any time upon 30 days' prior written notice to Customer.

eMessaging Compensation. Provider will pay Customer a commission of 35% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes, tariffs, fees, and surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on the Payment Date. All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

8. Additional Applications. As of the First Amendment Effective Date, the following Application is added to the Agreement:

SECURUS TEXT CONNECT

DESCRIPTION: Securus' Text Connect Application ("STC") allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and an incarcerated end user, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated end users access the STC functionality through Provider's tablets. Provider will provide STC at no cost to Customer. STC includes an integrated agency interface as part of NextGen SCP that Customer can utilize to monitor communications and otherwise administer the STC product. STC messages will be accessible to the incarcerated end user and their friends and family for a period of 60 days, but available to Customer for up to 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

STC Cost and Compensation: Provider will provide Text Connect at no cost to Customer. Friends and family members can purchase agency-specific text packages as follows:

Package Pricing						Package Usage			
Connects 1 Text = 10 Connects 1 eCard = 20 Connects	**Base Package Price**	**Agency % of Base**	**Agency Charge Paid To Customer**	**Trans-action Fee**	**Total Package Price (before tax)**	**Base Price Per Text**	**Total Price Per Text (before tax)**	**Base Price Per eCard**	**Total Price Per eCard (before tax)**
500	$5.00	35%	$1.75	$3.75	$10.50	$0.10	$0.21	$0.20	$0.42
1000	$9.50	35%	$3.33	$3.75	$16.58	$0.10	$0.17	$0.19	$0.33
2000	$18.00	35%	$6.30	$3.75	$28.05	$0.09	$0.14	$0.18	$0.28
4000	$32.00	35%	$11.20	$3.75	$46.95	$0.08	$0.12	$0.16	$0.23

At Provider's sole option, the pricing described herein may also be adjusted upon 30 days' prior written notice to Customer. Provider will remit the payment for a calendar month to Customer on the Payment Date. All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

9. Service Level Agreement. Provider will provide service for the Applications as specified at https://securustechnologies.tech/servicelevelagreement/.

10. Advanced TRS. In September 2022, the Federal Communications Commission released the Fourth Report and Order in WC Docket No. 12-375 ("FCC TRS Order"), which requires all providers of communication services for incarcerated end users to provide, in addition to traditional Teletypewriters (TTY) and Speech-to Speech services, those incarcerated end users with a communication disabilities access to Telecommunications Relay Services ("TRS") and related communication services

(collectively, "Advanced TRS") at each correctional facility in a jurisdiction with an average daily population of 50 or more incarcerated end users, except where the correctional authority overseeing a facility prohibits that access. For this reason, Provider requires Customer to select the following Advanced TRS services from the table below (check the box for each services, or check the last box to decline any services at this time:

Advanced TRS	Description	Check Box
Video Relay service and Point to Point Video service (VRS)*	Provides a way to communicate using American sign language (ASL) or Spanish sign language (LSE) and an interpreter through video equipment or allows direct video communication using ASL / LSE	X
IP Relay**	Provides a way to communicate using text and an interpreter through internet-enabled equipment	X
IP-Captioned telephone service	Provides a way to communicate through live captioning on internet-enabled equipment	X
Customer does not wish to implement any Advanced TRS services at this time		

* Customer is solely responsible for (a) determining which individuals are eligible to use VRS; (b) configuring SCP to allow access to the VRS application on ConnectUs-enabled terminals; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

**Customer agrees to sign the corresponding forms as provided to Customer by Provider with no alteration to the form's content whatsoever.

TRS Device Limited Warranty. Provider will provide the agreed upon number of TRS devices and related equipment (collectively, the "TRS Device") during the terms of the Agreement. Provider agrees to repair and maintain such TRS Device in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any Breakage, as defined in the Warranties and Disclaimer Section of the Agreement, and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the TRS Device. Such charges will be invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such TRS Device, if the TRS Device is, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the TRS Device is otherwise damaged as a result of Customer's actions.

11. Compliance with FCC Regulations. The Agreement includes terms to comply with the current Interim Order. There is the potential for its requirements to change during the Term of the Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes. Additionally, current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.

12. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:	Payment Address:
5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: General Counsel Phone: (972) 277-0335	5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: Accounts Payable Phone: (972) 277-0335

13. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

CUSTOMER: Hays County, TX	PROVIDER: Securus Technologies, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Date: _____	Date: _____

TABLET WARRANTY AND INVENTORY ADDENDUM

1. Warranty and Disclaimer. Provider agrees to repair and maintain the tablets in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ADDENDUM, THE TABLETS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

2. Breakage. Provider is not responsible for the cost of any repair, maintenance, replacement or other costs incurred by Provider in performing any repair, maintenance, replacement or other costs associated with damage to tablets due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage, or for the cost of lost tablets (collectively, "Breakage"). Customer agrees that End Users (defined as the person the tablet has been assigned to) shall be responsible for the cost of such Breakage; including but not limited to replacement cost which is currently up to $129.99, plus any applicable handling and restocking fees. Such charges will be billed to the End User, and the Customer will deduct such amounts from the applicable End User's trust account and remit to Provider, or Provider may, as allowed by applicable law or regulation, deduct such amounts from the applicable End User's Securus Debit account. Should an End User not have sufficient funds to pay for Breakage, the End User will not be issued a new or replacement tablet until the amount that has been billed to the End User has been paid to Provider, and, as allowed by applicable law or regulation, a lien will be placed on the applicable End User trust account by Customer and/or Securus, as allowed by applicable law or regulation, may deduct funds from the End User's Securus Debit account until Provider has been fully paid. Any exceptions to this must be documented (including the reason) and will apply toward Customer's Replenishment Allowance provided below in Section 6. Customer agrees to promptly notify Provider in writing after discovering any damage or loss due to Breakage, including which End User account such Breakage applies to and will turn in such tablets to Provider's on-site staff, or pursuant to a mutually agreed return procedure, as appropriate.

3. Return of Tablets Upon Contract Termination/Expiration. Upon the termination or expiration of the contract between Customer and Provider, Customer will ensure that all Provider tablets at Customer's facility(ies) are returned to Provider. Provider will give Customer instructions for the return of tablets. Customer may be billed for the replacement cost of unreturned tablets.

4. Return of Tablet Upon Release. Customer is responsible for the collection and return of the End User's tablet to Provider's on-site staff, or other mutually agreed return procedure, up to 7 days prior to the release of an End User or such End User's transfer to a different facility. Tablets may be returned to Provider's on-site staff at the designated location. If a tablet is not returned prior to release, Customer will place a lien on the End User's trust account or Provider may, as allowed by applicable law or regulation, deduct funds for the replacement cost from the End User's Securus Debit account. Any tablets that are not returned or paid for by the End User within 7 days after the release of an End User or their transfer to a different facility will count toward Customer's Replenishment Allowance provided below in Section 6. If such Replenishment Allowance has been exhausted, then Provider must be compensated for the cost of such tablet(s) before supplying additional tablets. Customer is responsible for updating its data integration files and data feeds to provide Provider with accurate information regarding the current population for provisioning. Provider may request reports from Customer regarding the release and transfer status of its population for reconciliation at any time.

5. Return of Unused Tablets. Customer is responsible for the collection and return of any tablets that are not actively used. Such non-utilization will be determined by Provider monthly (or more frequently as outlined in the site-specific procedures) based on usage reports ran by Provider. Provider will provide a list to Customer of any tablets not actively used. Customer will either ensure any such device that is not actively used is made active (synced or put into use on Provider's network) or collect such device and return it to Provider's on-site staff at the designated location. If any unutilized tablets are not made active or returned to Provider, such tablet(s) will count toward Customer's Replenishment Allowance provided in Section 6 below.

6. Replenishment Allowance: Customer will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order (the "Replenishment Allowance"). Customer may receive free of charge tablets issued less a.) the number of tablets in active use; and b.) the number of tablets that have been returned in Working Order (as determined by Provider) or paid for up to the Replenishment Allowance. For purposes of this clause, Working Order means a tablet that has not suffered damage due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar behavior. This Replenishment Allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the Replenishment Allowance has been used for any applicable year, Provider must be paid for any additional tablets that are issued at replacement cost. This Replenishment Allowance is applied by Customer. The Replenishment Allowance rate will be adjusted annually on June 1 based on ADP reported by Customer. Customer may request an adjustment to its Replenishment Allowance based on unexpected ADP changes. Customer may be required to provide supporting information regarding such request.

7. Tablet User Fee. A one-time tablet enrollment fee of up to $50.00 may be assessed to each End User. Additionally, a monthly tablet content subscription fee of $7.50 will be assessed against each End User. Such amounts will be billed to End Users and the Provider may, as allowed by applicable law or regulation, deduct funds from the End User's Securus Debit account, or Customer will deduct such amounts from End User accounts and remit to Provider. Should an End User fail to pay the tablet content subscription fee, select tablet applications for the applicable tablet(s) may be disabled by Provider until all past due tablet content subscription fees for such End User account have been paid. Not all tablet applications may be available without a content subscription, and Provider has the right to determine which applications are included in the bundled tablet content subscriptions. Non-payment may also result in tablet collection, depending upon the agency-specific agreement.

AGENDA ITEM REQUEST FORM: G. 25.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: DA Civil

Sponsor: Commissioner Smith

Agenda Item:

Accept a Deed Without Warranty for approximately 0.007 acres (314 sq. ft) adjacent to Canyonwood Dr. in the Sunset Canyon Subdivision in Precinct 4. **SMITH**

Summary:

Fiscal Impact:

Amount Requested:
Line Item Number:

Budget Office:

Source of Funds:
Budget Amendment Required Y/N?:
Comments:

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments:

Auditor's Office:

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:

Attachments

Deed

Deed without Warranty

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:_____, 2026

Grantor: **ORYX LAND HOLDING LLC**, a Texas limited liability company

Grantor's Mailing Address: 3404 Kerbey Lane
Austin, Texas 78703

Grantee: **HAYS COUNTY, TEXAS**

Grantee's Mailing Address: _____
_____

Consideration: Ten Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements): See Exhibit A attached hereto and incorporated herein.

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

[***Signature Page Follows***]

SIGNATURE PAGE TO DEED WITHOUT WARRANTY

GRANTOR:

ORYX LAND HOLDING LLC,
a Texas limited liability company

By: _____
Name: Britt Benton
Title: Managing Member
Date: 2/12/2026

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on February 12, 2026 **2026**, by Britt Benton, as Managing Member of **Oryx Land Holding LLC**, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas
[SEAL]

Brandi Daugherty
My Commission Expires
8/29/2028
Notary ID132012515

EXHIBIT A

Description of Property

[Attached]

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.007 ACRES
HAYS COUNTY, TEXAS

A DESCRIPTION OF 0.007 ACRES (APPROXIMATELY 318 SQ. FT.), BEING A PORTION OF AN UNDESIGNATED 1 FOOT WIDE STRIP OF LAND AS SHOWN ON SUNSET CANYON SECTION FIVE, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 284 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of U.S. Highway 290 (right-of-way width varies), being the southwest corner of the said undesignated 1 foot wide strip of land, being also the southeast corner of a 127.087 acre tract described in Document No. 16040810 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with "Weaver 4427" cap found for an angle point in the north right-of-way line of U.S. Highway 290, being in the south line of the said 127.087 acre tract, bears South 68°52'28" West, a distance of 358.84 feet;

THENCE North 04°32'47" West, with the west line of the said undesignated 1 foot wide strip of land and the east line of the said 127.087 acre tract, a distance of 295.45 feet to a 1/2" rebar with "Baseline Inc." cap found for a northeast corner of the said 127.087 acre tract, being the southeast corner of Lot 1, Sunset Hills, a subdivision of record in Volume 13, Page 267 of the Plat Records of Hays County, Texas, from which:

- a 1/2" rebar with "Baseline Inc." cap found for an interior corner of the said 127.087 acre tract, being the southwest corner of said Lot 1, bears South 86°29'28" West, a distance of 400.25 feet;
- a 1/2" rebar with "Baseline Inc." cap found in the west line of the said undesignated 1 foot wide strip of land, being the northeast corner of said Lot 1, being also the southeast corner of Lot 2 of said Sunset Hills, bears North 04°31'46" West, a distance of 110.04 feet;

THENCE North 86°29'28" East, crossing the said undesignated 1 foot wide strip of land, a distance of 1.08 feet to a calculated point in the west right-of-way line of Canyonwood Drive (60' right-of-way width) as shown on said Sunset Canyon Section Five, being in the east line of the said undesignated 1 foot wide strip of land, from which a 1/2" rebar

found in the east right-of-way line of Canyonwood Drive, being the southwest corner of Lot 1033 of said Sunset Canyon Section Five, being also the northwest corner of Lot 1032 of said Sunset Canyon Section Five, bears North 86°29'28" East, a distance of 60.00 feet;

THENCE South 04°32'45" East, with the west right-of-way line of Canyonwood Drive and the east line of the said undesignated 1 foot wide strip of land, a distance of 295.29 feet to a 1/2" rebar found at the intersection of the north right-of-way line of U.S. Highway 290 and the west right-of-way line of Canyonwood Drive, being the southeast corner of the said undesignated 1 foot wide strip of land, from which a 1/2" rebar found at the intersection of the north right-of-way line of U.S. Highway 290 and the east right-of-way line of Canyonwood Drive, being the southwest corner of said Lot 1032, bears North 71°52'37" East, a distance of 61.72 feet;

THENCE South 78°09'38" West, with the north right-of-way line of U.S. Highway 290 and the south line of the said undesignated 1 foot wide strip of land, a distance of 1.08 feet to the **POINT OF BEGINNING**, containing 0.007 acres of land, more or less.

The fieldwork was completed on December 13, 2025.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1133-002-1 FOOT STRIP

1/21/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.007 ACRES (APPROXIMATELY 318 SQ. FT.), BEING A PORTION OF AN UNDESIGNATED 1 FOOT WIDE STRIP OF LAND AS SHOWN ON SUNSET CANYON SECTION V, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 284 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

LEGEND

●BL	1/2" REBAR WITH "BASELINE INC." CAP FOUND
●W	1/2" REBAR WITH "WEAVER 4427" CAP FOUND
●	1/2" REBAR FOUND (OR AS NOTED)
△	CALCULATED POINT
( )	RECORD INFORMATION

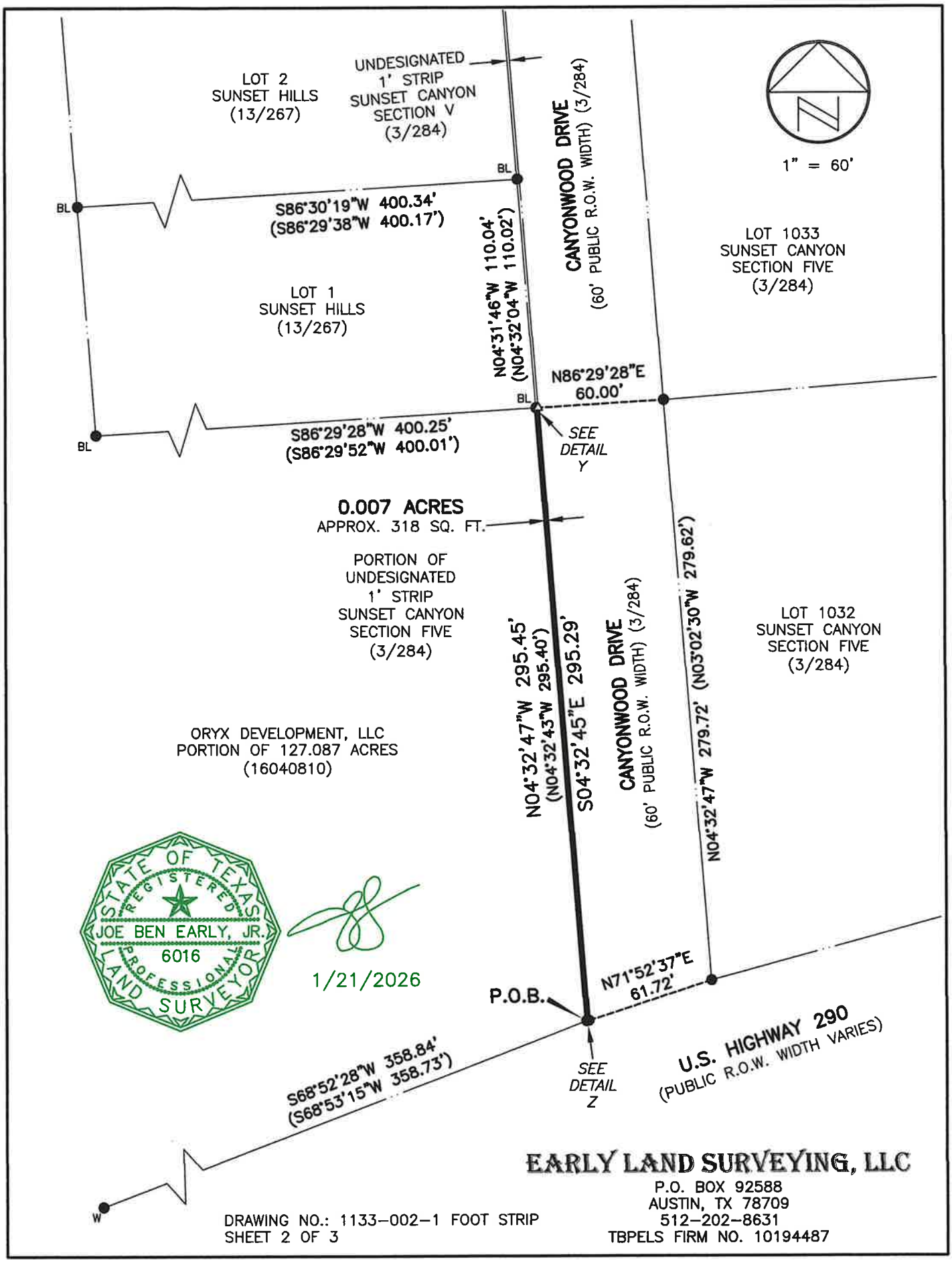
1/21/2026

DATE OF SURVEY: 12/13/25
PLOT DATE: 1/21/26
DRAWING NO.:
1133-002-1 FOOT STRIP
DRAWN BY: MAW & JBE
SHEET 1 OF 3

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1133-002-1 FOOT STRIP

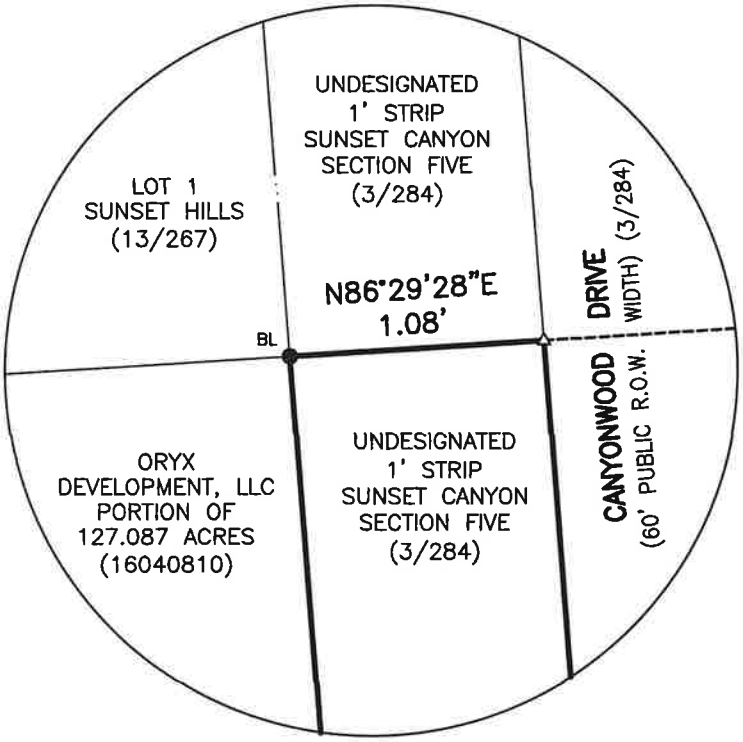


EARLY LAND SURVEYING, LLC

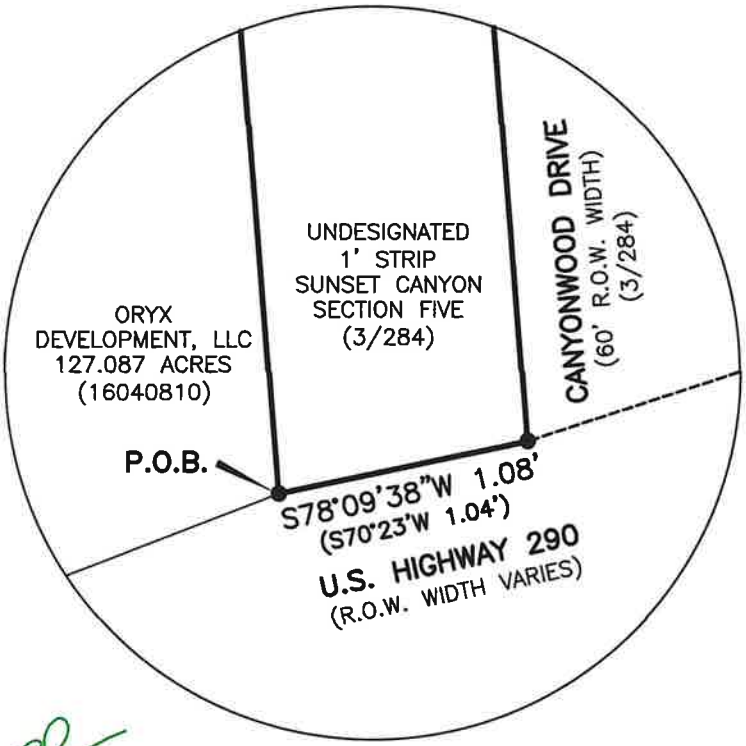
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

DRAWING NO.: 1133-002-1 FOOT STRIP
SHEET 2 OF 3

DETAIL Y
NOT TO SCALE



DETAIL Z
NOT TO SCALE



STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

1/21/2026

DRAWING NO.: 1133-002-1 FOOT STRIP
SHEET 3 OF 3

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PARTIAL RELEASE AND DISCHARGE OF LIENS

Effective Date: _____, 2026

Holder of Notes and Liens: **TEXAS REGIONAL BANK**, a state banking association

Holder's Mailing Address: P.O. Box 5555
McAllen, Texas 78703

Release Property: See Exhibit A attached hereto and incorporated herein.

Reference is made to the lien (the "**Liens**") that affects the Release Property, as created by the following documents:

1. Deed of Trust dated February 28, 2019, recorded in Document No. 19006346 of the Official Public Records of Hays County, Texas, executed by Oryx Development, LLC, a Texas limited liability company, to Michael K. Lamon, Trustee, securing the payment of one note of even date therewith in the sum of $3,800,000.00 (the "**First Lien Note**"), payable to Holder of Notes and Liens, as amended by Document Nos. 21004694, 23007114, and 25008880 as recorded in the Official Public Records of Hays County, Texas.

2. Assignment of Leases and Rents dated February 28, 2019, recorded in Document No. 19006347 of the Official Public Records of Hays County, Texas, executed by Oryx Development, LLC, a Texas limited liability company, as grantor thereunder, in favor of Holder of Notes and Liens, as lender thereunder, in connection with the First Lien Note, as amended by Document Nos. 21004694, 23007114, and 25008880 as recorded in the Official Public Records of Hays County, Texas.

3. Deed of Trust dated January 16, 2025, recorded in Document No. 25001867 of the Official Public Records of Hays County, Texas, executed by Oryx Land Holdings, LLC, a Texas limited liability company f/k/a Oryx Development, LLC, a Texas limited liability company, to Bryan S. Duffy, Trustee, securing the payment of one note of even date therewith in the sum of $1,000,000.00 (the "**Second Lien Note**" and together with the First Lien Note, collectively, the "**Notes**"), payable to Holder of Notes and Liens.

4. Assignment of Leases and Rents dated January 16, 2025, recorded in Document No. 25001869 of the Official Public Records of Hays County, Texas, executed by Oryx Land Holdings, LLC, a Texas limited liability company f/k/a Oryx Development, LLC, a Texas limited liability company, as grantor thereunder, in favor of Holder of Notes and Liens, as lender thereunder, in connection with the Second Lien Note.

For value received, Holder of Notes and Liens releases and discharges the Release Property from the Lien, and from all other liens held by Holder of Notes and Liens, without regard to how such liens were created or evidenced; it being understood, however, that this Partial Release of Lien is a partial release only and does not release the Lien or any other liens held by Holder of Notes and Liens encumbering any property other than the Release Property, and the Lien and any and all other liens held by Holder of Notes and Liens securing payment of the Notes remain and continue in full force

and effect.

Holder of Notes and Liens expressly waives and releases all present and future rights to establish or enforce the Lien against the Release Property as security for payment of any future or other indebtedness.

When the context requires, singular nouns and pronouns include the plural, and vice versa.

[*Signature Page Immediately Follows*]

Executed to be effective as of the date first set forth above.

TEXAS REGIONAL BANK,
a state banking association

By: _____

Name: Bryan S. Duffy

Title: Chief Real Estate Officer

STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on the 18th day of February 2026, by Bryan S. Duffy, the Chief RE Officer of Texas Regional Bank, a state banking association, on behalf of said bank.

JANIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-30-2028
Notary ID 7809491

_____
Notary Public – State of Texas

After recording, return to:
Corridor Title Company
Attn: Gina Kufrovich
171 Benny Lane, Building 1
Dripping Springs Texas 78620

EXHIBIT A

Description of Release Property

[Attached]

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.007 ACRES
HAYS COUNTY, TEXAS

A DESCRIPTION OF 0.007 ACRES (APPROXIMATELY 318 SQ. FT.), BEING A PORTION OF AN UNDESIGNATED 1 FOOT WIDE STRIP OF LAND AS SHOWN ON SUNSET CANYON SECTION FIVE, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 284 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of U.S. Highway 290 (right-of-way width varies), being the southwest corner of the said undesignated 1 foot wide strip of land, being also the southeast corner of a 127.087 acre tract described in Document No. 16040810 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with "Weaver 4427" cap found for an angle point in the north right-of-way line of U.S. Highway 290, being in the south line of the said 127.087 acre tract, bears South 68°52'28" West, a distance of 358.84 feet;

THENCE North 04°32'47" West, with the west line of the said undesignated 1 foot wide strip of land and the east line of the said 127.087 acre tract, a distance of 295.45 feet to a 1/2" rebar with "Baseline Inc." cap found for a northeast corner of the said 127.087 acre tract, being the southeast corner of Lot 1, Sunset Hills, a subdivision of record in Volume 13, Page 267 of the Plat Records of Hays County, Texas, from which:

- a 1/2" rebar with "Baseline Inc." cap found for an interior corner of the said 127.087 acre tract, being the southwest corner of said Lot 1, bears South 86°29'28" West, a distance of 400.25 feet;
- a 1/2" rebar with "Baseline Inc." cap found in the west line of the said undesignated 1 foot wide strip of land, being the northeast corner of said Lot 1, being also the southeast corner of Lot 2 of said Sunset Hills, bears North 04°31'46" West, a distance of 110.04 feet;

THENCE North 86°29'28" East, crossing the said undesignated 1 foot wide strip of land, a distance of 1.08 feet to a calculated point in the west right-of-way line of Canyonwood Drive (60' right-of-way width) as shown on said Sunset Canyon Section Five, being in the east line of the said undesignated 1 foot wide strip of land, from which a 1/2" rebar

found in the east right-of-way line of Canyonwood Drive, being the southwest corner of Lot 1033 of said Sunset Canyon Section Five, being also the northwest corner of Lot 1032 of said Sunset Canyon Section Five, bears North 86°29'28" East, a distance of 60.00 feet;

THENCE South 04°32'45" East, with the west right-of-way line of Canyonwood Drive and the east line of the said undesignated 1 foot wide strip of land, a distance of 295.29 feet to a 1/2" rebar found at the intersection of the north right-of-way line of U.S. Highway 290 and the west right-of-way line of Canyonwood Drive, being the southeast corner of the said undesignated 1 foot wide strip of land, from which a 1/2" rebar found at the intersection of the north right-of-way line of U.S. Highway 290 and the east right-of-way line of Canyonwood Drive, being the southwest corner of said Lot 1032, bears North 71°52'37" East, a distance of 61.72 feet;

THENCE South 78°09'38" West, with the north right-of-way line of U.S. Highway 290 and the south line of the said undesignated 1 foot wide strip of land, a distance of 1.08 feet to the **POINT OF BEGINNING**, containing 0.007 acres of land, more or less.

The fieldwork was completed on December 13, 2025.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1133-002-1 FOOT STRIP

1/21/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.007 ACRES (APPROXIMATELY 318 SQ. FT.), BEING A PORTION OF AN UNDESIGNATED 1 FOOT WIDE STRIP OF LAND AS SHOWN ON SUNSET CANYON SECTION V, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 284 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

LEGEND	
●BL	1/2" REBAR WITH "BASELINE INC." CAP FOUND
●W	1/2" REBAR WITH "WEAVER 4427" CAP FOUND
●	1/2" REBAR FOUND (OR AS NOTED)
△	CALCULATED POINT
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

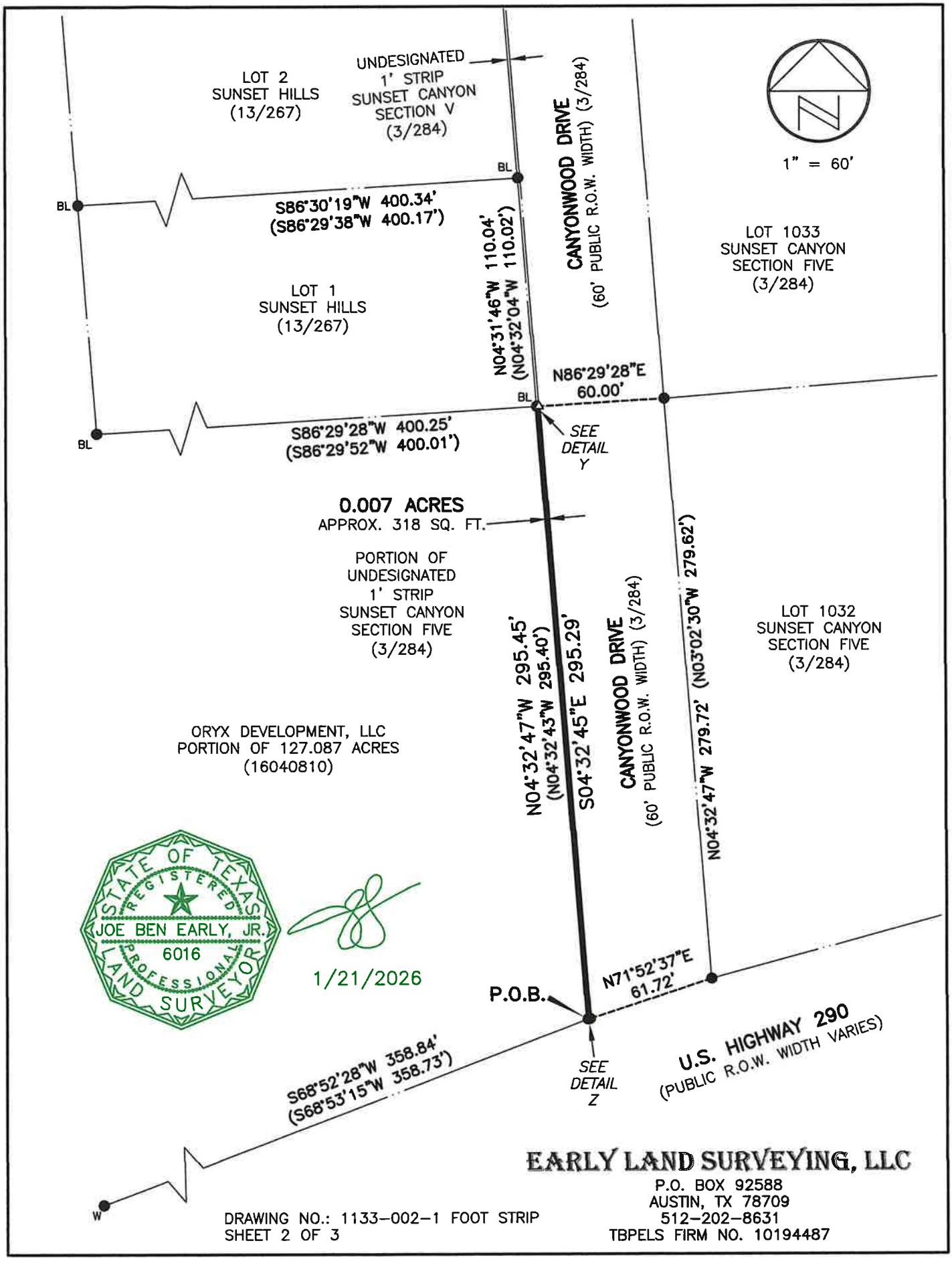
1/21/2026

DATE OF SURVEY: 12/13/25
PLOT DATE: 1/21/26
DRAWING NO.:
1133-002-1 FOOT STRIP
DRAWN BY: MAW & JBE
SHEET 1 OF 3

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

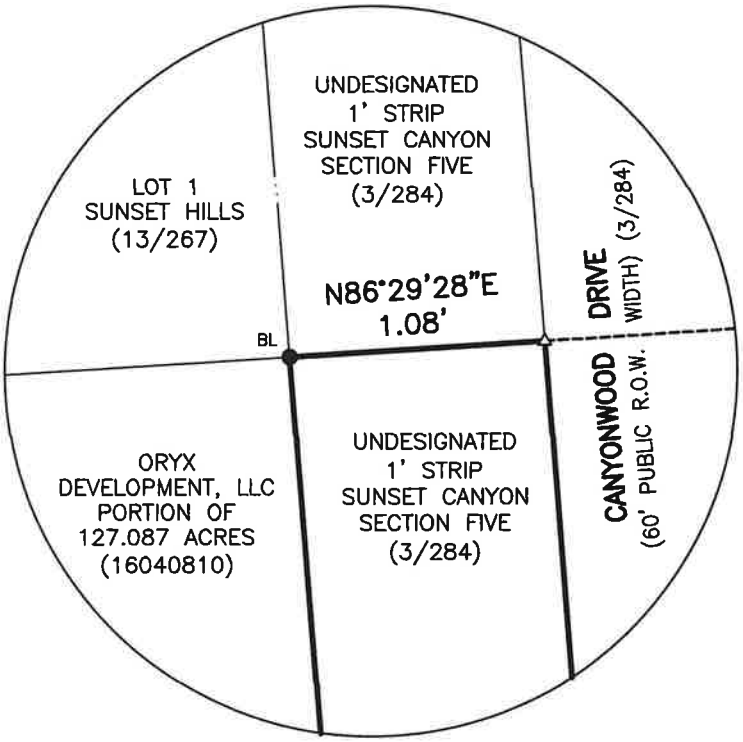
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1133-002-1 FOOT STRIP



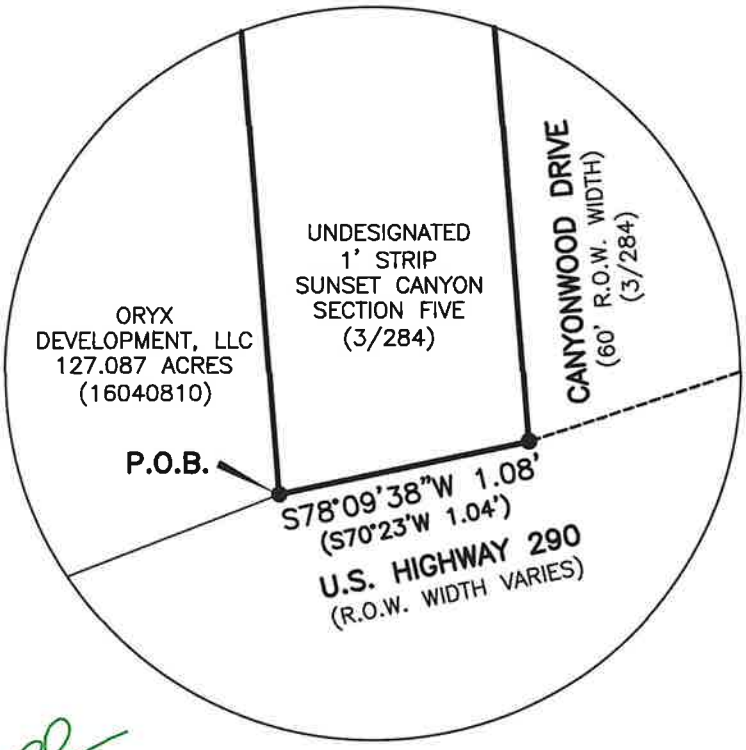
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

DRAWING NO.: 1133-002-1 FOOT STRIP
SHEET 2 OF 3

DETAIL Y
NOT TO SCALE



DETAIL Z
NOT TO SCALE



STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

1/21/2026

DRAWING NO.: 1133-002-1 FOOT STRIP
SHEET 3 OF 3

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

AGENDA ITEM REQUEST FORM: G. 26.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize payment to OCV, LLC for $7,995.00 for recurring fees, where no purchase order was in place as per the County's Purchasing Policy. **INGALSBE/HIPOLITO**

Summary:

The Sheriff's Office uses OCV, LLC for The Sheriff App and pays an annual support and maintenance fee. A purchase order was not in place at the time of the renewal, and the S.O. requests that payment to the vendor be made for $7,995. No additional funding is needed; it is available in the Sheriff's Office Software Maintenance and Licensing general ledger.

Fiscal Impact:

Amount Requested: $7,995
Line Item Number: 001-618-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds were budgeted during FY26 annual process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: Purchase Order not obtained prior to the annual service period start date, requesting a waiver of the purchasing policy.

Auditor's Office

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

Attachments

OCV, LLC Invoice

FROM
PO Box 2010
Opelika, AL 36803

BILL TO
Hays County Sheriff's Office
1307 Uhland Rd.
San Marcos, TX 78666

INVOICE NUMBER	2024-3753
DATE	01/06/2026
TERMS	Net 45
DUE DATE	02/20/2026
AMOUNT DUE (USD)	**$ 7,995.00**

ITEM / DESCRIPTION	AMOUNT
Mobile App Annual Support & Maintenance - Tier 6 Your Mobile App Annual Support & Maintenance - Tier 6 subscription invoice for the term 02/11/2026 through 02/10/2027.	$7,995.00

AMOUNT DUE (USD) $ 7,995.00

AGENDA ITEM REQUEST FORM: G. 27.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Tammy Crumley, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item

Approve specifications for RFP 2026-P14 Elevator Maintenance and Repair Services and authorize the Purchasing Department to advertise and solicit for proposals. **BECERRA/CRUMLEY/HUNT**

Summary

Hays County ("County") is soliciting for a vendor to perform elevator maintenance and repair services for all Hays County elevators throughout Hays County. The objective of this agreement is to seek proposals for preventative maintenance services, routine repairs, emergency services and on-call services for all Hays County elevators. No funding is required at this time.

Attachments

RFP 2026-P14 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: RFP 2026-P14 Elevator Maintenance and Repair Services	**Date Issued: March 26, 2026**

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:

10:30 a.m. local time April 20, 2026

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this RFP must be received in writing no later than 5:00 p.m. April 8, 2026.	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: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: RFP 2026-P14 Cost Proposal

I. Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Proposal

____ 3. Attachment A: RFP 2026-P14 Cost Proposal

____ 4. Vendor Reference Form

____ 5. Conflict of Interest Disclosure & Questionnaire

____ 6. Related Party Disclosure Form

____ 7. Any addenda applicable to this solicitation

Required Forms by Hays County in Order to Execute a Contract:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

____ 5. Israel Boycott Certification (TGC 2271.002)

____ 6. Prohibition of Energy Company Boycott Certification (TGC 2274)

____ 7. Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 8. Debarment & Licensing Certification

____ 9. Vendor/Bidder's Affirmation

____ 10. Federal Affirmations and Solicitation Acceptance

____ 11. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids/proposals/SOQ, by the 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 (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666**

II. Summary

1.	**Type of Solicitation:**	Request for Proposal (RFP)
2.	**Solicitation Number:**	RFP 2026-P14 Elevator Maintenance and Repair Services
3.	**Issuing Office:**	Hays County Purchasing Office 712 S. Stagecoach Trial, 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: **April 20, 2026; 10:30 a.m. Central Time (CT)**
6.	**Initial Contract Term:**	One year from contract execution date
7.	**Optional Contract Terms:**	Four (4), one (1) year renewal options
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
9.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than April 8, 2026; 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 solicitation, 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 solicitation and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

12. 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

March 26, 2026	Issuance of RFP
April 8, 2026	Deadline for Submission of Questions (5:00 PM CT)
April 20, 2026	Deadline for Submission of Proposals (10:30 AM CT) **Late proposals will not be accepted.**
May 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County ("County") is soliciting for a vendor to perform elevator maintenance and repair services for all Hays County elevators throughout Hays County. The objective of this agreement is to seek proposals for preventative maintenance services, routine repairs, emergency services and on-call services for all Hays County elevators.

Locations

Make	Model	Traction or Hydraulic	Site	Address	State ID
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#1 – 79805
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#2 – 79806
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#3 – 79807
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#4 – 79808
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#5 – 79809
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#6 – 79810
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#7 – 79811
Dover	Solid State/DMC-1	Hydraulic	Historic Courthouse	111 E. San Antonio St.	#1 – E035169
Otis Elevator Co.	655153	Hydraulic	Public Safety Building	810 S. Stagecoach Trl.	
Otis Elevator Co.	655152	Hydraulic	Public Safety Building	810 S. Stagecoach Trl	

B. Scope of Work

The Contractor shall furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full and complete preventative maintenance services and repairs for all Hays County elevators described herein and their respective equipment components in accordance with the original manufacturer's design specifications, operational efficiencies, and capacities. An inspection system covering all services listed herein. This system will specify the areas to be inspected.

a. The Contractor shall provide a preventative maintenance program to deliver service tailored to the buildings' specific needs. Equipment type, component life, equipment usage, and building environment will be taken into account when planning routine short- and long-term maintenance schedules and records for each elevator. Industry Standard work processes will be used.
b. The Contractor shall keep the elevators maintained and operating at the original speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer.
c. The Contractor shall not be responsible for upgrading equipment to meet changes in code or requirements as may be recommended or directed by insurance companies, federal, state, municipal, or other governmental authorities.
d. The Contractor shall notify the County in advance of any suggested and/or required upgrades and shall provide a written estimate of cost.
e. The Contractor shall perform monthly PMs on all Hays County elevators.

f. The Contractor shall make all repairs necessary due to normal wear and tear. The Contractor shall notify the County in advance of such needed repairs and shall provide a written estimated cost.

1. Personnel Qualifications and Expectations

a. The Contractor will use trained, licensed personnel directly employed and supervised by the Contractor. Sub-contracting work is not allowed under this agreement. Employees will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.
b. The Contractor shall have and maintain backup technicians who are qualified in all respects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems.
c. During the performance of maintenance or repair services, all employees of the Contractor shall display a Company issued picture ID badge.
d. The Contractor agrees to furnish the Facility Maintenance Manager a copy of each work order and that work order shall be annotated with the name of the person(s) authorizing/requesting to the work, the scope of work, and the nature of the original complaint and/or problem with the recommended corrective actions to be taken by the Contractor.

2. Working Hours and Response Time:

a. All routine work shall be performed during regular working hours and days. Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for service within two (2) hours of notification.
b. Any condition that impedes the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public or County employees will be considered an emergency. Calls for emergency services must be responded to in person within two (2) hours. Service will be required twenty-four (24) hours a day, seven (7) days a week, including holidays. When a person is stuck in an elevator, response time shall be no longer than forty-five (45) minutes.
c. The Contractor shall provide the County with a telephone number for contacting the contractor's office during normal and non-duty hours and during non-duty and holidays, twenty-four (24) hours per day, seven (7) days per week.

3. Traction Elevators:

The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

a. Machine, worm, gear, thrust bearings, drive sheaves, drive sheave shafts bearings, brake pulley and brake coil, contact, linings and component parts.
b. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
c. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.
d. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro-computer devices, steel selector cable or tape and mechanical and electrical driving equipment.
e. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
f. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assemble, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.
g. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
h. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or roller.

The Contractor will also:

a. Examine monthly all safety devices and governors and conduct annual no-load tests, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked, and the governor set. If required, the governor will be calibrated and sealed for proper tripping speed**.**
b. Load weighing devices will be calibrated after annual and five-year safety tests.
c. Renew all wire ropes as often as is necessary to maintain as adequate factor of safety; equalize the tension on all hoist and compensation ropes and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
d. Repair or replace conductor cables and hoistway and machine room elevator wiring as required.
e. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

a. Emergency lighting, batteries, trickle charger and related wiring and components.
b. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
c. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
d. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
e. All handicapped devices that are part of the elevator system.
f. All elevator related earthquake devices.

4. Hydraulic Elevators:

a. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.
b. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
c. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
d. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system platform, wood platform flooring in the elevator car, car guide rails, car guide shoes, gibs or roller.
e. Filters, mufflers and muffler components.

The Contractor will also:

a. Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.
b. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.
c. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.
d. In accordance with the manufacturer's specifications, conduct an analysis hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluid as required. A copy of the findings shall be furnished to Hays County within thirty (30) calendar days of the analysis.
e. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

a. Emergency lighting, batteries, trickle charger and related wiring and components.
b. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
c. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
d. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
e. All handicapped devices that are part of the elevator system.
f. All elevator related earthquake devices

5. Tests and Reports:

a. Yearly inspection and report: Contractor shall conduct annually a non-load, low speed test of elevator cars and counterweight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as require by code. Every fifth year, Contractor shall conduct a rated load, rated speed safety test and a test of governors' safeties and buffers. The result of each test shall be delivered to the County in writing within fourteen (14) days of date of test.
b. Annual performance evaluation and report: Contractor warrants that it shall conduct annual evaluations of equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and system operation, including traffic handling response time and step indexing. The results of the evaluation and report shall be delivered to the County in writing within thirty (30) days of the test.
c. Contractor reports – Operation problems: Contractor shall immediately communicate verbally and in writing within two (2) days to the County the discovery, cause and correction of all potential operational problems of an unusual or potentially hazardous nature that the Contractor becomes aware of. A letter is to be sent to the Facility Maintenance Manager stating causes and corrective action.
d. The Contractor agrees to maintain complete accurate records of ALL maintenance services performed, repairs made, and replacement parts used and billed for during the period of this agreement. All equipment defects and deviations from normal operating characteristics and specifications shall be recorded on the preventive maintenance services.

6. Quality Control & Assurance Project Plan:

The proposing firm shall provide a narrative that addresses the Scope of Work, Specifications, and schedule requirements, and shows the proposing firms understanding of the project.

Proposer shall:

- Describe the approach to completing the tasks specified in the Scope of Work. Outline sequentially the activities that would be undertaken in completing the tasks at each of the job sites.
- Describe your approach to the project as it pertains to system design and integration.
- Submit a milestone schedule with said tasks and tentative completion dates.

C. Qualifications

Hays County is seeking to contract with a competent provider of elevator maintenance and repair services who meets the following minimum requirements:

- Proven expertise and competence to deliver requested services.
- Resources to quickly respond to the County's requests for assistance.
- At least five (5) years of experience delivering the services requested in this RFP.

- Individuals and employees who have the necessary experience, training, education, and understanding to provide the required services.
- The Contractor and each technician shall hold valid licenses that are required through the Texas Department of Licensing and Regulation, and other required certification/licenses for elevator inspection, maintenance and repair services.

RESPONSIBILTY: 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.

D. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondents' ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed twenty (20) pages, or 10 sheets front and back, in length but not including:

- Front and rear convers
- Letter of Transmittal: RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- Table of Contents
- Appendix materials (resumes, any required forms, see RFP Submittal Checklist, and addenda from Hays County)

Items that count towards the 20-page limit

- **Profile/Experience of the Company**
  - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
  - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
  - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- **Key Personnel**
  - Provide resumes of all key employees who may be assigned to provide services if your company is selected.
  - Identify who the project lead will be who will work with the County.
  - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category. The organizational chart is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible.
- **Capacity to Perform (Methodology/Technical Approach)**

- Describe the capacity to perform the Scope of Services.
- Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
- Discuss your procedure for addressing last minute absenteeism.
- Implementation Schedule
- **Quality Control & Quality Assurance Project Plan**
    - Describe your companies understanding of the schedule constraints and the ability to work within the required timelines, ensuring quality control and assurance are addressed.

- **Cost Proposal**
    - Option A: with supplies
    - Option B: without supplies

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit.

E. Cost Proposal (Attachment A):

Fill out Attachment A and return it as your Cost Proposal. The cost proposal – Attachment A – should be included in your proposal and not as a separate document. The cost proposal shall include:

- Fixed monthly rate for Preventative Maintenance per location.
- Hourly Rate Schedule: A statement of hourly rates for all proposed staff classifications.
- Cost of Materials: The contractor shall provide a markup percent to be added to the cost of the required parts for service calls. The contractor will be required to submit supplier invoice to ensure the accurate percentage is being calculated.
- Other Potential Charges: clearly define and describe any additional or other charges offered.

Any proposal that does not include Attachment A will be deemed non-responsive.

F. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

Evaluation Criteria	**Maximum Score Points**	**Select a whole number from the list provided for each question (decimal or unlisted rating scores are not permitted)**
Proposed Cost (will be assessed by Purchasing)	50	50 = Significantly Exceeds Requirements 40 = Exceeds Requirements 30 = Meets ALL Requirements 20 = Marginally Meets Requirements 10 = Does not meet Requirements
Capacity to Perform, Mythology/Approach to perform services	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL Requirements 12 = Marginally Meets Requirements 6 = Does not meet Requirements
Relevant Project Experience & Experience of the Company	20	20 = Significantly Exceeds Requirements 16 = Exceeds Requirements 12 = Meets ALL Requirements

		8 = Marginally Meets Requirements 4 = Does not meet Requirements
Total Evaluation Points	**100**	

Interview (optional) **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Hays County reserves the right to award multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

G. Submittal Requirements:

The Vendor must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- 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.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal 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 proposal will be one hundred twenty (120) calendar days.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful 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 RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Proposals (RFP)

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 RFP.
    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. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
    i. "Purchasing Agent" means the Hays County Purchasing Agent.
    j. "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 Agent. The Purchasing Agent 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 Agent. 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 Agent. 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 Agent 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 Agent 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 Agent 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 Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent 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 Agent, 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 fight 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 Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. 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 Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. 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 Agent 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 Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Agent 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:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

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.

Regarding Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory | Signature | Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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 if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____
Signature of Company Representative Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____
Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____
Date

XI. Comptroller Divestment Statute Certification

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

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

(only complete if an exclusion applies)

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

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 2274 of the Texas Government Code

(only complete if an exclusion applies)

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

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 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

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, 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.

- Israel Boycott Certification (TGC 2271.002)
  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.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  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.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  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

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _____ Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phon

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

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

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 28.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Matthew Gonzales, Stephanie Hunt

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for RFP 2026-P10 Indigent Cremation and Burial Services and authorize Purchasing to advertise and solicit proposals. **BECERRA/INGALSBE/GONZALES/HUNT**

Summary

Hays County, Texas ("County") is seeking a vendor to provide Indigent Cremation & Burial Services for Hays County in strict conformity with all applicable laws of Texas and the rules and regulations of the State as provided by Chapter 651 of the Texas Occupations Code and the Health and Safety Code, and the Texas Funeral Commission Standards and Regulations.

Attachments

RFP 2026-P10

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: RFP 2026-P10 Indigent Cremation & Burial Services	**Date Issued: March 12, 2026**

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 April 2, 2026

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this RFP must be received in writing no later than 5:00 March 25, 2026.	Phone No.: (512) 393-2278

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: 2026-P10 Proposed Fee Schedule

I. Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form

____ 2. Proposal

____ 3. Attachment A: Proposed Fee Schedule

____ 4. Vendor Reference Form

____ 5. Conflict of Interest Disclosure & Questionnaire

____ 6. Related Party Disclosure Form

____ 7. Any addenda applicable to this solicitation

Required Forms by Hays County in Order to Execute a Contract:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

____ 5. Israel Boycott Certification (TGC 2271.002)

____ 6. Prohibition of Energy Company Boycott Certification (TGC 2274)

____ 7. Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 8. Debarment & Licensing Certification

____ 9. Vendor/Bidder's Affirmation

____ 10. Federal Affirmations and Solicitation Acceptance

____ 11. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids/proposals/SOQ, by the 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 (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666**

II. Summary

1.	**Type of Solicitation:**	Request for Proposal (RFP)
2.	**Solicitation Number:**	RFP 2026-P10 Indigent Cremation & Burial Services
3.	**Issuing Office:**	Hays County Purchasing Office 712 S. Stagecoach Trial, 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: **April 2, 2026; 10:00 a.m. Central Time (CT)**
6.	**Initial Contract Term:**	One (1) year from Contract Execution
7.	**Optional Contract Terms:**	Four (4) – One (1) year renewal
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
9.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than March 25, 2026; 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 solicitation, 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 solicitation and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

12. 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

March 12, 2026	Issuance of RFP
March 25, 2026	Deadline for Submission of Questions (5:00 PM CT)
April 2, 2026	Deadline for Submission of Proposals (10:00 AM CT) **Late proposals will not be accepted.**
May/June 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is seeking a vendor to provide Indigent Cremation & Burial Services for Hays County in strict conformity with all applicable laws of Texas and the rules and regulations of the State as provided by Chapter 651 of the Texas Occupations Code and the Health and Safety Code, and the Texas Funeral Commission Standards and Regulations. The Hays County Health Department is responsible for determining the eligibility of the deceased, as an indigent burial. The County reserves the right to use services secured gratis from agreement(s) with other community sources for item(s) listed herein.

B. Scope of Work

Hays County will select those services to be provided by the Vendor on a case-by-case basis. The Department will give written authorization to the Vendor when a body of an indigent resident is to be picked up and prepared for cremation or burial. Any other licensed funeral director may claim a body from the Vendor at the request of the deceased. The Family, not the County, then will be liable for all expenses incurred by the Vendor.

The vendor is responsible for all aspects of the cremation or burial process, including but not limited to:

- Transportation
- Preparation
- Containment
- Securing, opening, and closing a plot
- Embalming
- Grave Markers
- Preparation and dressing the body for burial
- Make arrangements with friends and family of the deceased to view the body
- Shelter remains and provide funeral services
- Obtaining the death certificate and filing it with the Bureau of Vital Statistics
- Obtaining the burial or cremation permits from the proper authorities per Chapter 193, Texas Health and Safety Code
- Vendor shall secure all license or permits required by any State, Couty or other governmental authority at its sole cost and expense.

Transportation and Storage:

The Vendor shall take possession of the body at the morgue, the medical examiner's office, or any other location within Hays County or within a 30-mile radius of Hays County and transport the body to the Vendor's facility or a subcontractor's facility.

- Contractor must own and have available a minimum of two (2) transport vehicles in their inventory at all times. In addition, in the event where two transport vehicles are not sufficient, Contractor must have access to additional vehicles. Vehicles shall be reliable, clean, mechanically sound, secure, dignified, private and in good appearance. Vehicle must be kept in good repair and have regularly scheduled and documented maintenance records. These records must be available for review by Hays County authorities on request. The interior of the vehicles must be regularly cleaned and disinfected. Vehicles must allow for bodies to be tightly secured to prevent any damage during transport.
- All transports require the use of a body bag if there are any bodily fluids present. Transport stretchers shall be padded and secured in a manner that immobilizes the body from moving during normal transport. Padding shall be installed on all head-bars to prevent injury during a sudden stop. A pillow shall also be used between the head and the head-bar for additional support.

- Contractor is required to have on-site storage cooler and may be inspected by a Hays County authorized representative at any time during this contract
- The Contractor(s) shall provide storage and refrigeration of the decedent until the conclusion of the statutory waiting period for cremation or for a time period authorized by Department staff. The decedent's body will be prepared according to the minimum requirements of State law.

Caskets/Coffins:

The Contractor shall provide an outer burial container for the grave that meets the minimum requirements of said cemetery and State law. Casket will be of doeskin, pinewood or metal type, cloth covered, non-protective or equivalent to meet minimum standards and requirements as prescribed by State law.

- Caskets/coffins for interment will be utilized based on the size of the decedent per the following:
  - Premature, still born or other child (up to 12 months)
  - Bodies up to 250 pounds
  - Bodies from 251 to 400 pounds
  - Bodies over 400 pounds
  - Bone fragments and body parts
- The body shall be placed in a casket/coffin in a natural position, after being cleaned and hair being combed and being properly clothes as required by law.

Grave Markers:

The Contractor shall provide an economy grave marker measuring a minimum of 16"x 8" x 3" and adhering to minimum standards as prescribed by cemetery regulations and State Law. Special care should be taken to ensure temporary grave markers remain visible and intact.

Temporary grave marker must be provided, until permanent grave marker arrives. The temporary marker will have all the known identifying information for the decedent to include full name, date of birth, and date of death.

Hays County is requesting a price per grave marker to be identified so we can work on placing grave markers on current graves located in the cemetery. These will be ordered each year as budget allows.

Funeral Services:

Funeral services shall be carried out with the utmost dignity, decorum, and solemnity, with at least one agent of the Vendor who is licensed by the Texas Funeral Services Commission in attendance and in accordance with applicable Texas laws and the rules and regulations of the Texas Funeral Service Commission.

- Whenever it is not possible to embalm a decedent who is scheduled for burial, then it is the responsibility of the Vendor to prepare the body in such a way as to decrease as much as possible any offensive odors. This will include, but not limited to the use of industry standard deodorizing agent on the body and placing the body in an industry standard both bag(s) that will minimize the escape of offensive odors.
- A normal, respectable casket and lining will be used at the time of service or viewing, appropriate to body size and complete with pillow and bed.
- Vendor will coordinate with Hays County, Cemetery, Crematory, and other parties necessary to perform the funeral services.

- Whenever possible and applicable cultural and religious preferences of decedent and next of kin will be considered with regards to embalming.
- The vendor will be required to coordinate religious services for the deceased utilizing a minister chosen by the family, or if no family available, the service may be conducted y a minister of any religious organization or licensed funeral director.
- The service may be conducted at the gravesite or in an appropriate room at the Vendor's facility, lasting no more than an hour in duration.
- The grave shall be properly covered, with the top of the casket interred not less than twenty-four (24) inches below the natural surface of the ground.
- The Vendor will ensure that each interment is individually buried, and plots are individually marked.

Cremation Services:

The body shall be cared for and interred or cremated in strict conformity with the laws of the State of Texas and rules and regulations of the Texas Funeral Service Commission.

- The body shall be attended by and interred or cremated in the presence of a funeral director licensed by the State of Texas.
- Cremation must occur as prescribed by Chapter 205 of the Texas Administrative Code.
- Interment of cremains must take place within 30 calendar days or less from having received the referral from the Department. Contractor must store cremains properly and as prescribed by State law and ensure that at least once per month interment of cremains takes place.
- The Contractor shall provide a container for the cremains to be interred in said crypt(s), grave (s) or niche (s) and shall be at a minimum of metal or Ziegler type case to be interred and will meet the minimum requirements of said local private cemetery if applicable and State law.
- The Contractor shall provide and install an economy bronze niche plate minimum size 2" x 4" or equivalent that meets minimum crypt/niche and/or cemetery requirements and state law for each cremains interred in the crypt(s) at the time of interment. The niche plates will be engraved with the decedent's full name, date of birth (if known) and date of death (if known).
- Cremated remains will be returned to family members, if requested. Shipping of cremains at the request of next of kin shall be at the expense of next of kin as authorized by Department staff.
- Establish and maintain a system for tracking cremation services and location of interred cremains accessible to County staff and/or next of kin in the event of a disinterment request.

Veteran Burials:

Contractor shall coordinate all Veteran burials with the U.S. Department of Veterans Affairs, and National Cemetery Administration for burials at Fort Sam Houston National Cemetery. Contractor will notify the Department of impending Veteran burial within 48 hours of scheduled burial.

Cemetery Map:

The Vendor must maintain an accurate, professional and current layout of the cemetery, hereby known as the "Cemetery Map" or "Map". This Map will serve as an identification tool for family members looking to place a grave marker, and for easy identification of each plot, as needed. An updated Map should be furnished to the County on a monthly basis with submitted invoices. The Vendor will be responsible for coordinating burial sites with the Hays County Indigent Health Coordinator.

The Contractor shall establish and maintain a system for tracking burials and location of interred remains accessible to Department staff and/or next of kin in the event of a disinterment request.

Disinterment/Re-interment:

Hays County does not pay for family-requested exhumations. The following specifications are required to be followed for exhumation services requested by any other authority as required by court order.

1. The Contractor(s) shall arrange and direct all exhumations and re-interments for Hays County which are authorized by the Department.
2. The Contractor(s) shall provide a licensed funeral director to oversee the exhumation and re-interment as required by the laws of the State of Texas.
3. If family-requested disinterment, the Contractor shall deliver the exhumed remains to the family at the cost of the family. Hays County will not be held liable for any cost of said disinterment and/or re-interment or any associated costs.
4. The Contractor shall update records to reflect the disinterment and provide updated records and Map to Department staff immediately.
5. Court Ordered disinterment: The Contractor shall deliver the exhumed remains to the morgue, the Medical Examiner's Office or any other authority as prescribed by Court Order. The Contractor shall take possession of the remains and re-inter, if necessary, upon release.
6. For re-interment: The Contractor shall prepare the remains at the Contractor's facility in accordance with the laws of the State of Texas. The Contractor shall provide a disaster pouch if necessary and any other required supplies.
7. The Contractor shall reuse the original casket if original casket is in reasonable condition. If original casket is unusable, a new casket shall be replaced.
8. The Contractor shall make every effort to keep the outer container in the grave and reusable during the exhumation. The outer container shall be reused if it continues to meet minimum requirements of the cemetery. If the original outer container is unusable, the outer container shall be replaced.

Disaster/Contingency Plan:

The vendor will submit a contingency emergency plan to provide services in the event of a force majeure.

C. Proposed Fee Schedule (attachment A)

The proposed fee schedule is intended for each firm to submit an all-inclusive of the services identified. The proposed fee schedule should include but not limited to necessary deliverables, insurance, overhead, other miscellaneous items, and cost to complete the proposed work.

D. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County, as well as the items identified on the Submittal Checklist.

- Is a duly qualified, capable, and otherwise bondable business entity
- Has a minimum of five (5) years' experience in the provision of Indigent Cremation and Burial Services
- Is not in receivership
- Does not owe any back taxes within Hays County
- Is normally engaged in this type of business
- Is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.
- All licenses or permits required by an State, County, or other governmental authority shall be secured by Contractor at its sole cost and expense.

REFERENCES: Consultant shall provide a minimum of three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONSIBILTY: 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.

E. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see Submittal Checklist, and addenda from Hays County)**

Items that count towards the 30-page limit

- **Profile/Experience of the Company**
  - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
  - Describe a minimum of two, if any, similar or larger communities with whom you presently have or have provided Indigent Cremation & Burial Services. All respondents are to notate if Indigent Cremation & Burial Services have not previously been provided by the company. If services have been provided, then you are to include the following information:
    - Client Name, Address, and telephone number;
    - Date of original contract and expiration date;
    - Number of renewals, if applicable.

- List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- List all contracts lost or not renewed in the last three years and list contact person ad telephone number for those contracts. Provide a narrative describing reason that contract have not been renewed. Respondent must specifically identify any contract from which they have been asked to be relieved or any contract that have been cancelled prematurely.
- Key Personnel:
  - Provide resumes of all employees who may be assigned to provide services if your company is selected. Include years of experience in similar projects for government agencies.
  - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.

- **Capacity to Perform (Methodology/Technical Approach)**
  - Describe the capacity to perform the Scope of Work activities.
  - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
  - Policies on press relations.
  - Disaster/Contingency Plan
- **Proposed Fee Schedule**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed thirty (30) pages, fifteen (15) pages front and back, not including the appendix materials.

F. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

Evaluation Criteria	**Maximum Score Points**	**Select a whole number from the list provided for each question (decimal or unlisted rating score are not permitted)**
Capacity to Perform, Mythology/Approach to perform services	45	45 = Significantly Exceeds Requirements 36 = Exceeds Requirements 27 = Meets ALL Requirements 18 = Partially Meets Requirements 9 = Marginally Meets Requirements
Proposed Cost (scored by Purchasing)	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL Requirements 12 = Partially Meets Requirements 6 = Marginally Meets Requirements

Experience of the Company	25	25 = Significantly Exceeds Requirements 20 = Exceeds Requirements 15 = Meets ALL Requirements 10 = Partially Meets Requirements 5 = Marginally Meets Requirements
Total Evaluation Points	**100**	

Interview (optional) **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

G. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- 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.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal 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 proposal will be one hundred twenty (120) calendar days.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. The County can waive any informality in the proposals received. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses.

Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful 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 RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Proposals (RFP)

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 RFP.
    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. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
    i. "Purchasing Agent" means the Hays County Purchasing Agent.
    j. "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 Agent. The Purchasing Agent 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 Agent. 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 Agent. 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 Agent 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 Agent 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 Agent 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 Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent 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 Agent, 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 fight 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 Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent 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 Agent. 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 Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. 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 Agent. 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 Agent 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 Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Agent 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:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

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.

Regarding Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory | Signature | Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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: _____

DATE: _____

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 if 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: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

DATE: _____

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____
Signature of Company Representative Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____
Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____
Date

XI. 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

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Exclusion from Chapter 2271 of the Texas Government Code (if Applicable)

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

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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

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Exclusion from Chapter 2274 of the Texas Government Code (if Applicable)

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

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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. Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 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.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

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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 Signature Date

XV. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XVI. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _____ Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

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. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. 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.

XVIII. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 29.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of a First Amendment to IFB 2025-B08 Vehicle Repairs - Hailstorm May 2024 Contract with All-Pro Dent Company, extending the contract until September 30, 2026, to allow all work to be completed. **BECERRA/HUNT**

Summary:

The Purchasing Office and All-Dent Pro Co. are requesting to extend IFB 2025-B08 Vehicle Repairs - Hailstorm May 2024 until September 30, 2026, to allow all vehicle repairs to be completed.

Fiscal Impact:

Amount Requested: None
Line Item Number: Various

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: IFB 2025-B08 Vehicle Repairs - Hailstorm May 2024

Auditor's Office:

G/L Account Validated Y/N?: Yes, Vehicle Maintenance and Repair Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Amendment 1

First Amendment
to
Vehicle Repairs – Hailstorm May 2024
(IFB 2025-B08)

1. This First Amendment to the Vehicle Repairs – Hailstorm May 2024 Contract (the "First Amendment"), attached as *Exhibit "A"* and executed October 28, 2025, is made this 24h day of March 2026, by and between **Hays County, Texas ("Client")** and **All-Pro Dent Company. ("Contractor").** The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Term of Contract: October 28, 2025 – February 28, 2026
   - Remove: February 28, 2026
   - Add: September 30, 2026

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

By: _____

Printed Name: _____

Title: _____

Dated: _____

ALL-PRO DENT COMPANY

By: _____

Printed Name: Stefan Haffmann

Title: Owner / Operator

Dated: March 16 2026

ATTEST: _____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to approve the selection of Pape Dawson Consulting Engineers, LLC to provide design services for the RM 12 at Jacobs Well project in Precinct 3; and authorize staff and counsel to negotiate a contract.
HAMMER/A.JONES

Summary:

The attached vendor selection form has been prepared for Pape Dawson Consulting Engineers, LLC to provide design work for the RM 12 at Jacobs Well project. Commissioners Court action on October 28, 2025, Item J.19, amended the Interim Selection Process for any proposed contracts related to Professional Engineering Services, Utility Coordination Services, Construction, Engineering and Inspection Services, and Surveying Services. A contract will be brought back to court for approval and execution.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 035-803-96-778.5621_400

Budget Office:

Source of Funds: Road Bond 2019 Fund
Budget Amendment Required Y/N?: No
Comments: Budget amendment to be determined when the contract is negotiated.

Purchasing Office:

Purchasing Guidelines Followed: Yes
Comments: Intermin Selection Process

Auditor's Office

G/L Account Validated Y/N?: Yes, Engineering Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

RM12atJacobsWell-PapeDawson-VendorSelection

Docusign Envelope ID: 9249E746-7DB7-49EF-8521-29CEA7C47821

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	RM 12 at Jacobs Well	Precinct Number:	3
Prepared By:	Darren McDaniel	Commissioner:	Morgan Hammer
Project Scope of Work: The proposed RM 12 at Jacobs Well Road project constructs a traffic signal, acceleration lanes, and deceleration lanes at the RM 12 and Jacobs Well intersection. The scope of the project will be to update the design.			

Background Information					
Company Name Pape Dawson Consulting Engineers, LLC		Type of Company Civil Engineering and Professional Services		Type of Work Performed Engineering	
Street Address 10801 N. MoPac Expressway, Building 3 – Suite 200		Phone Number (512) 454-8711		Year Established 1965	
City/State/Zip Austin, Texas 78759		Principal Contact Kevin Young		Email Address kevin.young@pape-dawson.com	
Qualified Minority Business? ☐ MBE ☐ WBE ☐ DBE		D&B # 045359155		Firm's License # F-000470	
Discipline/s:					
☐ Right-Of-Way	☒ Engineering	☐ CE&I	☐ Grant Writing	☐ Other	
☐ Utility Coordination	☐ Project Management	☐ Land Surveying	☐ Right-of-Way		
Has the company ever defaulted, failed to complete, or had a contract terminated? ☐ yes ☒ no		If yes, explain: N/A			

Docusign Envelope ID: 9249E746-7DB7-49EF-8521-29CEA7C47821

Has the company ever gone through bankruptcy or reorganization? ☐ yes ☒ no	If yes, explain: N/A

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	Center St Reconstruction	Bud Stockton Loop Extension	Centerpoint Road Reconstruction
• Owner Name	City of Kyle	Williamson County	Hays County
• Duration	3 Years	3 Years	2 Years
• Contract Value	$2M	$1.32M	$700k
• Provide Brief overview of the project and scope of services provided by Firm.	Developed schematic and PS&E for West Center Street from Veterans Drive to Burleson Street. The project included full-depth reconstruction to convert approximately 0.5 miles of Center Street through downtown Kyle from a two-lane open ditch section to a three-lane urban corridor with curb and gutter, storm drain, intersection improvements, sidewalks, shared-use path, illumination, overhead to underground utility conversion, pedestrian mid-block crossings, landscaping, and streetscaping.	Provided schematic and PS&E engineering services on behalf of Williamson County for a 1.3-mile, four-lane divided arterial extension of C. Bud Stockton Loop including the development of alignment alternatives leveraging GEOPAK 3-D modeling software. Developed a phased detention and water quality design to reduce ROW impacts during construction of the interim two-lane roadway. Developed grading easement on Jarrell ISD school property.	Provided PS&E engineering services for full reconstruction of Center Point Road from Viewpoint Drive to Beback Inn Road in Hays County with a wider typical section, developed a new vertical roadway profile to flatten a vertical crest curve to improve sight distance, and replaced an existing cross culvert at a low water crossing to reduce overtopping. Extremely narrow ROW required the use of retaining walls to avoid acquisitions. Additional design services included utility relocation and duct bank coordination.

Staffing			
President/Principal-in-Charge	Kevin Young, P.E.	Years of Experience	31
Proposed Project Manager	Brian Allen, P.E., LGPP	Years of Experience	14
Proposed Engineer	Rebecca Feldman, P.E.	Years of Experience	30
Proposed Surveyor	Alan Horton, RPLS	Years of Experience	29
Quality Assurance Certification	N/A	Current Active Projects	3
No. of Employees	2,127	Current Work Backlog	2

Brief Project Methodology Approach:

Firm is familiar with the project and has completed 100% plans for the project. This would be continuation of design engineering services on the project to modify the plans to current design standards. Pape-Dawson has past familiarity with working for Hays County on Engineering projects and has completed comparable local government projects in Central Texas. Project Manager, Brian Allen, has 14 years of experience. Pape-Dawson currently has the capacity to resume design once approved to start.

Docusign Envelope ID: 9249E746-7DB7-49EF-8521-29CEA7C47821

Signatures:	
Commissioner Signature:	Signed by: Commissioner Morgan Hammer 2CE3539CFCE4410...
Date:	3/6/2026

Additional Signature:	Signed by: Aaron C Jones 834AFE4F4F3B4F9...
Date:	3/5/2026

Additional Signature:	DocuSigned by: Carlos A. Lopez, P.E. AB5268AB82D4492...
Date:	3/5/2026

AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to approve the selection of Cobb, Fendley, & Associates, Inc.to provide engineering services for the Fitzhugh Road project in Precinct 4; and authorize staff and counsel to negotiate a contract.
SMITH/A.JONES

Summary:

The attached vendor selection form has been prepared for Cobb, Fendley & Associates, Inc. to provide engineering services for the Fitzhugh Road project. Commissioners Court action on October 28, 2025, Item J.19, amended the Interim Selection Process for any proposed contracts related to Professional Engineering Services, Utility Coordination Services, Construction, Engineering and Inspection Services, and Surveying Services. A contract will be brought back to court for approval and execution.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 036-804-96-862.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Interim Selection Process

Auditor's Office

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

FitzhughRd-CFA-VendorSelectionForm

Docusign Envelope ID: D4420536-74E6-4485-963E-6BDF7E92E331

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	Fitzhugh Road	Precinct Number:	4
Prepared By:	Ben Ramirez	Commissioner:	Walt Smith
Project Scope of Work: The proposed Fitzhugh Road project extends from the Travis County Line to 0.185 miles east of RM 12 and designs a two-lane roadway along existing Fitzhugh Road. The scope includes performing a route study and feasibility analysis of alternatives, considering stakeholder feedback, right-of-way acquisition constraints, environmental constraints, drainage and structural requirements, functional segment limits, and projected traffic demand.			

Background Information				
Company Name Cobb, Fendley & Associates, Inc.		Type of Company Civil Engineering and Professional Services	Type of Work Performed Engineering	
Street Address 9600 N. Mopac Expressway, Suite 800		Phone Number 512.646.4323	Year Established 1980	
City/State/Zip Austin, TX 78759		Principal Contact Julie Hastings	Email Address JHastings@cobbfendley.com	
Qualified Minority Business? ☐ MBE ☐ WBE ☐ DBE		D&B # 039675079	Firm's License # F-274	
Discipline/s:				
☐ Right-Of-Way	☒ Engineering	☐ CE&I	☐ Grant Writing	☐ Other
☐ Utility Coordination	☐ Project Management	☐ Land Surveying	☐ Right-of-Way	
Has the company ever defaulted, failed to complete, or had a contract terminated? ☐ yes ☒ no		If yes, explain: N/A		

Docusign Envelope ID: D4420536-74E6-4485-963E-6BDF7E92E331

Has the company ever gone through bankruptcy or reorganization? ☐ yes ☒ no	If yes, explain: N/A

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	Kyle Parkway / Lehman Road Extension	Toro Grande Improvements	SH 80 Improvements
• Owner Name	City of Kyle	City of Cedar Park	Hays County
• Duration	3 years	3 years	5 years
• Contract Value	$2.8M	$2.3M	$655K
• Provide Brief overview of the project and scope of services provided by Firm.	Performed engineering design for the extensions of Lehman Road and Kyle Parkway evaluating existing conditions, design guidelines, and master plans, which led to a series of recommended improvements including roundabout intersections and pedestrian facilities. Analyses included traffic and drainage studies, roadway alignment design based on City of Kyle and TxDOT criteria providing the foundation for the project's direction. Coordinated with stakeholders, including city officials, utility providers, and residents to verify project priorities were aligned.	Performed engineering design of a 4-lane corridor with construction of two roadways in a new location and addition of two lanes along an existing portion of roadway. The greenfield alignment was coordinated with a developer and included a roundabout intersection and a bridge crossing of Brushy Creek. An analysis of drainage was performed with system design per City of Austin criteria, including water quality ponds. Environmental clearance included a Contributing Zone Plan (CZP) and CZP modification. The project included a new intersection with FM 734 and operational improvements at the intersection with RM 1431, both requiring coordination with TxDOT.	Develop roadway schematics, roadway and drainage plans, specifications, and estimates (PS&E), traffic analysis and control, signal design, signage and pavement markings, specifications, cost estimates, utility coordination, SUE, and bid and construction phase services for approximately 1-mile of roadway rehabilitation and turn lane improvements. These improvements consisted of milling, resurfacing, and re-striping to provide lane balance, roadway widening to include a continuous left-turn lane, traffic signal design, storm sewer analysis and design, driveway modifications, signage, and pavement markings.

Staffing			
President/Principal-in-Charge	Julie Hastings, P.E.	Years of Experience	30
Proposed Project Manager	Carrie Jaeger, P.E.	Years of Experience	12
Proposed Engineer	Craig Wilson, P.E.	Years of Experience	29
Proposed Surveyor	Kyle Sunday, RPLS	Years of Experience	28
Quality Assurance Certification	N/A	Current Active Projects	4813
No. of Employees	618	Current Work Backlog	$160M

Brief Project Methodology Approach:

Cobb Fendley has performed engineering design for several projects with Hays County that included the same scope of work as proposed for this preliminary engineering report. Our team is currently preparing PS&E for Fitzhugh Road / RM 12 intersection improvements that coincide with the RM 12 widening project by TxDOT. Prior to that, Carrie Jaeger was the project manager for a Road Safety Audit on Fitzhugh Road that included the limits of this project. She has performed as a Project Manager and Traffic Task Lead on projects for TxDOT and many municipalities across central Texas.

Docusign Envelope ID: D4420536-74E6-4485-963E-6BDF7E92E331

Signatures:	
Commissioner Signature:	Signed by: Commissioner Walt Smith 9CE2FFC38DD6478...
Date:	3/16/2026

Additional Signature:	Signed by: Aaron C Jones 834AFE4F4F3B4F9...
Date:	3/16/2026

Additional Signature:	DocuSigned by: Carlos A. Lopez, P.E. AB5268AB82D4492...
Date:	3/13/2026

AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve the selection of Halff Associates, Inc. to provide Right-of-Way services for the Dairy Road project in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE/AJONES**

Summary:

The attached vendor selection form has been prepared for Halff Associates, Inc. to provide Right-of-Way services for the Dairy Road project. Halff Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02. 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. A contract will be brought back to court for approval and execution.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 036-801-96-532.5632_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2021-Q02 Professional Right-of-Way Acquisition Services

Auditor's Office

G/L Account Validated Y/N?: Yes, Right of Way Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

DairyRoad-ROW-Halff-VendorSelectionForm

Docusign Envelope ID: 21C8AD68-938C-4A6E-8FF9-589C85336C64

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	Dairy Road	Precinct Number:	1
Prepared By:	Darren McDaniel	Commissioner:	Debbie Ingalsbe
Project Scope of Work: The proposed Dairy Road project is from Bunton Lane at Heidenreich Lane to Cotton Gin Road and will be a two-lane undivided roadway with shoulders with asphalt pavement. It will include cross-culverts and roadside ditches. The scope is Right-of-Way (ROW) coordination.			

Background Information				
Company Name Halff Associates, Inc.		Type of Company Engineering	Type of Work Performed Right-of-Way	
Street Address 2380 Performance Dr., Bldg. C, Ste. 150		Phone Number 214.346.6200	Year Established 1950	
City/State/Zip Richardson, TX 75082		Principal Contact Mark Janicki	Email Address mjanicki@halff.com	
Qualified Minority Business? ☐ MBE ☐ WBE ☐ DBE		D&B # 050131655	Firm's License # F-312	
Discipline/s:				
☒ Right-Of-Way	☐ Engineering	☐ CE&I	☐ Grant Writing	☐ Other
☐ Utility Coordination	☐ Project Management	☐ Land Surveying	☐ Right-of-Way	
Has the company ever defaulted, failed to complete, or had a contract terminated? ☐ yes ☒ no		If yes, explain:		
Has the company ever gone through bankruptcy or reorganization? ☐ yes ☒ no		If yes, explain:		

Docusign Envelope ID: 21C8AD68-938C-4A6E-8FF9-589C85336C64

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	FM 646 – Segment 1 & 2	FM 2275	Merritt Road
• Owner Name	TxDOT Houston District	TxDOT Longview	City of Sachse
• Duration	3 years	3 years	2 years
• Contract Value	$2,887,850	$1,667,500	$128,000
• Provide Brief overview of the project and scope of services provided by Firm.	Acquired 139 total parcels (fee simple), for the widening of FM 646 from Edmunds Way to Farm to Market 1266. Services included project management, appraisal and appraisal review management, negotiation, relocation, title and closing, and condemnation services.	Acquired 84 parcels and 23 relocations for the widening of FM 2275 to include converting the existing two-lane rural roadway to a four-lane roadway with a continuous center left-turn lane with curb and gutter. Services included: project management, appraisal and appraisal review management, negotiation, condemnation, and relocation	Acquired 28 parcels (fee simple, permanent easements and temporary easements) for the widening of Merritt Road from a 2-lane road to a 4-lane divided roadway with a 12-foot wide inside travel lane and a 14-foot-wide shared use lane. Services included project management, appraisal and appraisal review management, negotiation, relocation, title and closing, and condemnation.

Staffing			
President/Principal-in-Charge	Mark Janicki	Years of Experience	26
Proposed Project Manager	Kody Barker	Years of Experience	13
Proposed Engineer	N/A	Years of Experience	N/A
Proposed Surveyor	N/A	Years of Experience	N/A
Quality Assurance Certification	N/A	Current Active Projects	8
No. of Employees	9	Current Work Backlog	6 months
Brief Project Methodology Approach: Consultant has past familiarity with working for local governments on ROW projects and will utilize established relationships with the title companies and appraisers to achieve right of way acquisition and maintain a project schedule. The consultant can start this project immediately. The project manager, Kody Barker, has 13 years of experience.			

Signatures:	
Commissioner Signature:	Signed by: Commissioner Debbie Ingalsbe D872E3CE1B5E45B...
Date:	3/10/2026

Additional Signature:	Signed by: Aaron C Jones 834AFE4F4F3B4F9...
Date:	3/10/2026

Additional Signature:	DocuSigned by: Carlos A. Lopez, P.E. AB5268AB82D4492...
Date:	3/9/2026

AGENDA ITEM REQUEST FORM: I. 4.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the subdivision bond #83BSBJK9052 in the amount of $125,956.80, acceptance of the 2-year maintenance bond #PB03016801418 in the amount of $92,027.07, and acceptance of the 1-year revegetation bond #PB03016801196M in the amount of $38,404.80 for 6 Creeks subdivision, Phase 1, Section 16. **HAMMER/A.JONES**

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Backup

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

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

March 24, 2026

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

RE: 6 Creeks subdivision, Phase 1, Section 16

Dear Commissioners and Judge:

Becky Carroll, P.E., with Pape-Dawson Engineers, is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 16, release the subdivision bond #83BSBJK9052 in the amount of $125,956.80, accept the 2-year maintenance bond #PB03016801418 in the amount of $92,027.07, and accept the 1-year revegetation bond #PB03016801196M in the amount of $38,404.80. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Aaron Jones
Director
Hays County Transportation

PAPE-DAWSON

March 10, 2026

Mr. Jim Parman
Hays County Transportation Department
2171 Yarrington Rd
Kyle, TX 78640

Re: Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project:	6 Creeks-Phase 1, Section 16
Date:	March 10, 2026
Developer:	HM 6 Creeks Development, Inc. 2901 Bee Caves Road, Suite F Austin, TX 78746
Consultant Engineer:	Pape-Dawson Consulting Engineers, LLC Attn: Becky Carroll, P.E. 2000 NW Loop 410 San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle, and Hays County and made a final visual observation of the above-referenced project. The field items noted during the final Hays County walk-through on December 9, 2025, have been addressed by the contractor, and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. At this time detention basin final inspections were in process and the water sampling station requested by the city had been installed by the contractor and is pending final city acceptance; city confirmed engineer's concurrence could, however, proceed. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,
Pape-Dawson

Becky Carroll, P.E.
Senior Vice President

P:\81\41\45\Word\Letters\260310 HaysCo- Concurrence Letter_S16.docx

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016801418

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **DNT Construction, LLC** as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto **Hays County** as Obligee, in the penal sum of **Ninety-Two Thousand Twenty-Seven Dollars and 07/100 ($92,027.07)** to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with **HM 6 Creeks Development, Inc** for **6 Creeks Phase 1 Section 16 - Streets**, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty-five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS **14th** day of **January 2026**.

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: _____
Raquel Martinez, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Raquel Martinez, Rosemarie Mojica, Logan Mulanax and/or Noe Moreno of Whorton Insurance Service** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000 .**

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

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of January, 20 26

Angelique Cooper, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

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

1-800-252-3439

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P.O. Box 149104
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UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016801196M

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee in the penal sum of Thirty-Eight Thousand Four Hundred Four and 80/100 ($38,404.80) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:
6 Creeks Phase 1 Section 16 - Re-Veg

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform obligee-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this 14th day of January, 2026.

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company
Surety

By: _____
Raquel Martinez, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

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RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

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Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
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Angelique Cooper, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

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AGENDA ITEM REQUEST FORM: I. 5.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones - Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-53) between Hays County and Aguirre and Fields, LP to provide Construction, Engineering, and Inspection (CE&I) services for the Jacobs Well Curve project in Precinct 3. **HAMMER/A.JONES**

Summary:

Aguirre and Fields, LP has been selected by Hays County for Construction, Engineering, and Inspection services on the Jacobs Well Curve project on Commissioners Court November 18, Item I.23. The Professional Services Agreement includes a compensation cap of $269,111.00. 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 Interim Selection Process amended October 28, 2025, Item J.19.

Fiscal Impact:

Amount Requested: $269,111.00
Line Item Number: 020-710-00-5448_008

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Interim Vendor Selection Process - Selection Approved by Commissioners Court on 11.18.2025

Auditor's Office:

G/L Account Validated Y/N?:Yes
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-53

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Aguirre & Fields, LP ("Engineer")**
ADDRESS: **7215 New Territory Blvd., Suite 100, Sugar Land, TX 77479**
PROJECT: CR 182 (Jacobs Well Curve) **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19, and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two hundred sixty-nine thousand one hundred eleven Dollars ($269,111)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to proceed with the applicable

Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Richard Birdwell, P.E.
Aguirre & Fields, LP
7215 New Territory Blvd., Suite 100
Sugar Land, TX 77479

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's

Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any

subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Richard Birdwell, P.E.**
Aguirre & Fields, LP
7215 New Territory Blvd., Suite 100
Sugar Land, TX 77479

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

APPROVED
By Carlos Lopez at 8:59 pm, Mar 11, 2026

Aguirre & Fields, LP

By: Oscar R. Aguirre

Printed Name: Oscar R. Aguirre, P.E.

Title: President of Aguirre, LLC – General Partner

Date: March 5, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Contract Documents Checklist

A COMPLETE CONTRACT PACKAGE INCLUDES:

X 1. Code of Ethics

X 2. HUB Practices

X 3. House Bill 89 Verification

X 4. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

X 5. Israel Boycott Certification (TGC 2271.002)

X 6. Prohibition of Energy Company Boycott Certification (TGC 2274)

X 7. Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

X 8. Debarment & Licensing Certification

X 9. Vendor/Bidder's Affirmation

X 10. Conflict of Interest Disclosure & Questionnaire

X 11. Related Party Disclosure Form

X 12. Federal Affirmations and Solicitation Acceptance

X 13. System for Award Management (www.SAM.gov) Printout

TBD 14. Form 1295

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: Oscar R. Aguirre, P.E. / Chief Executive Officer

COMPANY NAME: Aguirre & Fields, LP

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 if 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

12/12/2025

Date

Hays County House Bill 89 Verification

I, Oscar R. Aguirre, P.E. (Person name), the undersigned representative of Aguirre & Fields, LP (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

12/12/2025
Date

On this 12th day of December, 20 25, personally appeared Oscar R. Aguirre, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

KAREN ELAINE SMITH
Notary Public, State of Texas
Comm. Expires 06-28-2028
Notary ID 130718874

Notary Public in and for the State of Texas

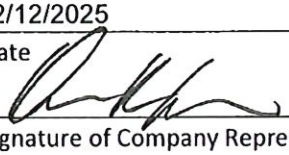
12/12/2025
Date

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.

Aguirre & Fields, LP	12/12/2025
Company Name	Date
Oscar R. Aguirre, P.E.	
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.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
3.6.2026	Vendor Selection CC Approval 11.18.25
Date	~~IFB/RFP/RFQ Number~~

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.

Aguirre & Fields, LP — December 12, 2025

Company Name — Date

Oscar R. Aguirre, P.E. — [signature]

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.

Stephanie Hunt — Stephanie Hunt

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

3.6.26 — Vendor selection CC Approval 11.18.25

Date — ~~IFB/RFP/RFQ Number~~

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.

Aguirre & Fields, LP — 12/12/2025

Company Name — Date

Oscar R. Aguirre, P.E. — [signature]

Print Name of Company Representative — Signature of Company Representative

Exclusion from Chapter 2274 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.

N/A

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.

Stephanie Hunt — Stephanie Hunt

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

3.6.26 — Vendor Selection CC Approval 11.18.25

Date — ~~IFB/RFP/RFQ Number~~

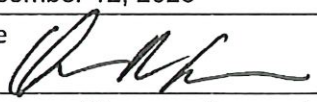
Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Aguirre & Fields, LP	December 12, 2025
Company Name	Date
Oscar R. Aguirre, P.E.	
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 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.

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.

Stephanie Hunt	Stephanie Hunt	3.6.26
Print Name	Signature	Date

Vendor Selection CC Approval 11.18.25

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.

Aguirre & Fields, LP
Name of Firm

Signature of Certifying Official

Chief Executive Officer
Title of Certifying Official

Oscar R. Aguirre, P.E.
Printed Name of Certifying Official

December 12, 2025
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 Oscar R. Aguirre, P.E. on this the day of Dec 12th, 20 25, on behalf of said Firm.

KAREN ELAINE SMITH
Notary Public, State of Texas
Comm. Expires 06-28-2028
Notary ID 130718874

Karen E Smith
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 06/28/2028

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  __X__ 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

Aguirre & Fields, LP
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Signature of Company Official Authorizing Bid/Offer

Oscar R. Aguirre, P.E.
Printed Name

Chief Executive Officer
Title

Oscar.Aguirre@Aguirre-Fields.com
Email Address

(281) 207-2071
Phone

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Aguirre & Fields, LP

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Oscar R. Aguirre, P.E.
Name of signatory

Signature

12/12/2025
Date

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Aguirre & Fields, LP is not aware of any relationships that are in accordance with the above.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Aguirre & Fields, LP

Name of Vendor

Signature of Certifying Official

Chief Executive Officer

Title of Certifying Official

Oscar R. Aguirre, P.E.

Printed Name of Certifying Official

December 12, 2025

Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1409077

Date Filed:
01/15/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Aguirre & Fields, LP
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-PSA 53
Contract for Engineering Services for Construction, Engineering and Inspection (CE&I) services for the Jacobs Well Curve project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre, LLC - General Partner	Sugar Land, TX United States	X	
Aguirre, Oscar R.	Sugar Land, TX United States	X	
Arastoo, Mahsa A.	Sugar Land, TX United States	X	
Ahmed, Nazeer M.	Sugar Land, TX United States	X	
Birdwell, Richard T.	Sugar Land, TX United States	X	
Carle , Rick A.	Sugar Land, TX United States	X	
Crosby, Christine R.	Sugar Land, TX United States	X	
DeBord, Aaron S.	Sugar Land, TX United States	X	
Garcia, Alex I.	Fort Worth, TX United States	X	
Gribble, Mark D.	Sugar Land, TX United States	X	
Ingram, Noelle H.	Sugar Land, TX United States	X	
Hahn, Paul R.	Austin, TX United States	X	
Hazzard, Elizabeth A.	Oklahoma City, OK United States	X	
Lee, Roger O.	Sugar Land, TX United States	X	
Lee, Eugene J.	Fort Worth, TX United States	X	
Lubitz, David J.	Austin, TX United States	X	
Williams, Ryan J.	Austin, TX United States	X	
Schluter, Eric C.	Fort Worth, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1409077

Date Filed:
01/15/2026

Date Acknowledged:

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Aguirre & Fields, LP
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-PSA 53
Contract for Engineering Services for Construction, Engineering and Inspection (CE&I) services for the Jacobs Well Curve project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Oscar R. Aguirre, P.E., and my date of birth is 07/07/1964.

My address is 7215 New Territory Blvd., Suite 100, Sugar Land, TX 77479 USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 15th day of January, 20 26.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1409077

Date Filed:
01/15/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Aguirre & Fields, LP
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-PSA 53
Contract for Engineering Services for Construction, Engineering and Inspection (CE&I) services for the Jacobs Well Curve project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre, LLC - General Partner	Sugar Land, TX United States	X	
Aguirre, Oscar R.	Sugar Land, TX United States	X	
Arastoo, Mahsa A.	Sugar Land, TX United States	X	
Ahmed, Nazeer M.	Sugar Land, TX United States	X	
Birdwell, Richard T.	Sugar Land, TX United States	X	
Carle , Rick A.	Sugar Land, TX United States	X	
Crosby, Christine R.	Sugar Land, TX United States	X	
DeBord, Aaron S.	Sugar Land, TX United States	X	
Garcia, Alex I.	Fort Worth, TX United States	X	
Gribble, Mark D.	Sugar Land, TX United States	X	
Ingram, Noelle H.	Sugar Land, TX United States	X	
Hahn, Paul R.	Austin, TX United States	X	
Hazzard, Elizabeth A.	Oklahoma City, OK United States	X	
Lee, Roger O.	Sugar Land, TX United States	X	
Lee, Eugene J.	Fort Worth, TX United States	X	
Lubitz, David J.	Austin, TX United States	X	
Williams, Ryan J.	Austin, TX United States	X	
Schluter, Eric C.	Fort Worth, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1409077

Date Filed:
01/15/2026

Date Acknowledged:

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Aguirre & Fields, LP
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-PSA 53
Contract for Engineering Services for Construction, Engineering and Inspection (CE&I) services for the Jacobs Well Curve project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Oscar R. Aguirre, P.E., and my date of birth is 07/07/1964.

My address is 7215 New Territory Blvd., Suite 100, Sugar Land, TX 77479 USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 15th day of January, 20 26.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide construction, engineering, and inspection (CE&I) services for Jacobs Well Curve (CR 182).

The Engineer may perform any or all of the following listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND ADMINISTRATION
- ROADWAY DESIGN AND CONSTRUCTABILITY
- PUBLIC INVOLVEMENT AND ENVIRONMENTAL
- PROJECT SUPERVISION
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION
- JOB CONTROL AND QUALITY CONTROL OF MATERIALS
- DESIGN VERIFICATIONS/CHANGES/ALTERATIONS
- FINAL CONSTRUCTION DOCUMENTS
- CONSTRUCTION ENGINEERING NOT OTHERWISE CLASSIFIED

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this day of _____.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

INSERT PRIME CONSULTANT NAME Aguirre & Fields, LP	
CLASSIFICATIONS	**RATE PER HOUR**
Project Manager	$304.63
Construction Record Keeper	$143.14
Senior Construction Inspector	$187.00
Construction Inspector I	$125.00
Construction Inspector II	$134.75
Construction Inspector III	$148.50
Project Controls	$184.56

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DIRECT EXPENSES		**Unit**
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Cardstock Color	$1.00	each
Photocopies B/W (11" x 17")	$0.25	each
Photocopies B/W (8 1/2" x 11")	$0.15	each
Photocopies Color (11' X 17')	$1.25	each
Photocopies Color (8 1/2" x 11")	$1.00	each
Plots (B/W on Bond)	$1.00	per sq. ft.
Plots (Color on Bond)	$1.75	per sq. ft.
Plots (Color on Photographic Paper)	$5.00	per sq. ft.
Construction Truck (Includes operation, and maintenance)	$1,200.00	per Month
Cell Phone	Actual Cost	per Month
Computer/Laptop/Tablet and data plan	Actual Cost	per Month

Terracon Consultants, Inc.	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Soils Inspector, Regular Rate	$66.00
Reinforcing Steel Inspector, regular rate	$66.00
Concrete Technition, regular rate	$66.00
Asphalt Technition, regular rate	$75.00
Asphalt Technition, overtime rate	$112.50
Coring Technician	$150.00
Project Manager	$150.00
Administrative Assistant	$70.00
Senior Project Manager	$200.00
Quality Control Review	$225.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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DIRECT EXPENSES		Unit
Mileage	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Sieve Analysis (ASTM C117 & C136)	$145.00	each
Atterberg Limits Determination (3pt)(ASTM D4318)	$85.00	each
Laboratory Compaction Characteristics (TXDOT TEX113E)	$325.00	each
Trip Charge	$55.00	each
Soils Test (Field Nuclear Density Test- ASTM D6938)	$22.00	each
Compressive Strength (ASTM C31 & C39), 4"x8"	$22.00	each
Percent Air Voids in Asphalt (Tex 207F)	$110.00	each

Terracon Consultants, Inc.		
GEOTECHNICAL & MATERIALS TESTING		
Coring Equipment and Consumables	$150.00	Per Day
Compressive Strength (6"x12" Cylinder) (ASTM C 31 & C 39)	$30.00	each
Wash #200 Sieve (Aggregate) (ASTM C 117)	$70.00	each
Laboratory Compaction Characteristics (Standard) D698	$240.00	each
Laboratory Compaction Characteristics (Modified) D1557	$265.00	each
Theoretical Maximum Specific Gravity (ASTM D 2041 or TEX 227F)	$90.00	each
Asphalt Extraction (Gradation) (ASTM D 2172 or TEX 21 OF)	$240.00	each

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 155641 AGUIRFIE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2026

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

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

PRODUCER
USI Insurance Services, LLC
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Rachel Townsend
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713-490-4700
E-MAIL ADDRESS: rachel.townsend@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of America	25666
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Phoenix Insurance Company	25623
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E : St Paul Fire and Marine Insurance Co	24767
INSURER F :	

INSURED
Aguirre & Fields L.P.
7215 New Territory Blvd, Suite 100
Sugar Land, TX 77479

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P630C3875889TIA26	02/10/2026	02/10/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			BAC38795382643G	02/10/2026	02/10/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUPC38828562643	02/10/2026	02/10/2027	EACH OCCURRENCE	$7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$7,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UBC38811892643G	02/10/2026	02/10/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			PROVAE000001202	02/07/2026	02/07/2027	$3,000,000 per claim	
							$3,000,000 annl aggr.	

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

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status only when there is a written contract that requires, such status, and only with regard to work performed on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and
(See Attached Descriptions)

CERTIFICATE HOLDER

Hays County Purchasing
c/o: Stephanie Hunt
712 S. Stagecoach Trail, Suite 1012
San Marcos, TX 78666

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Noncontributory" wording.

All policies provide a Blanket Waiver of Subrogation when required by written contract.

All policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy follows form to the underlying General Liability, Auto, and Employers Liability policies.
RE: Hays County Contract 2026-PSA 53, Project CR 182 (Jacobs Well Curve), Engineering Services for Construction, Engineering and Inspection.
Additional insured includes: Hays County, Texas, its directors, officers and employees.

AGENDA ITEM REQUEST FORM: I. 6.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to accept the Subdivision Bond No.800219564 for street and drainage improvements in the amount of $918,707.00 for Parten Ranch, Phase 8. **SMITH/A.JONES**

Summary

The final plat for the Parten Ranch, Phase 8 Subdivision, has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Fiscal Surety
Plat_

Bond No. 800219564

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Highland Homes - Austin, LLC as Principal, and Atlantic Specialty Insurance Company, of New York, New York, as Surety, are held and firmly bound unto the Hays County, Texas, as Obligee, in the sum of Nine hundred eighteen thousand seven hundred seven dollars and 00/100 ($ 918,707.00) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the plan(s)/specification(s)/agreement, prepared by Hays County, Texas, to the subdivision known as Parten Ranch Phase 8.

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

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

Sealed with our seals and dated this 3rd day of March, 2026.

By: _____
Brad Gahm, Secretary, Principal

By: _____
Ivette Bustos, Attorney-in-fact

Acknowledgment
of Surety

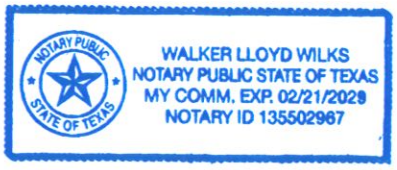
State of Texas

County of Harris

On the 3rd day of March, 2026, before me personally appeared Ivette Bustos to me known, who being by me duly sworn, did depose and say that he/she is the Attorney-in-Fact of Atlantic Specialty Insurance Company, the Surety in and which executed the foregoing bond; that he/she knows the seal of said Surety; that the seal affixed to said bond is the corporate seal of the Surety; that it was so affixed by authority of the power of attorney of the surety; and that he/she signed his/her name thereto by like authority.

Notary Public, Walker Wilks

Commission Expires: 02/21/2029



intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Aaron P. Clark, Allison Howell, Craig C. Payne, Daisy Greathouse, Erica Kneitz, Ivette Bustos, Kala Kelly, Laura Kneitz, Lauren Rumsey, Nick Patetta, Rachel Richardson, Robert F. Bobo, Tami Jones, Teresa D. Kelly, Timothy F. Kelly, Walker Wilks**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of March, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

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:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: 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 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.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

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:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente 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.

PARTEN RANCH PHASE 8

STATE OF TEXAS

COUNTY OF HAYS

KNOW ALL PERSONS BY THESE PRESENTS, THAT I, JAY HANNA, PRESIDENT, OF HM PARTEN RANCH DEVELOPMENT, INC., THE OWNER OF 81.08 ACRES OF LAND IN THE SEABORN J. WHATLEY SURVEY, A-18, THE LAMAR MOORE SURVEY, A-323, AND THE JAMES B. PIER SURVEY, A-362, HAYS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 531.542 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN IN DOCUMENT NUMBER 16004247 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS DO HEREBY SUBDIVIDE THE SAID 81.08 ACRE PORTION OF THE SAID 531.542 ACRE TRACT OF LAND IN ACCORDANCE WITH THE PLAT ATTACHED TO BE KNOWN AS "PARTEN RANCH PHASE 8" SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____

JAY HANNA, PARTNER

HM PARTEN RANCH DEVELOPMENT, INC.

1011 N. LAMAR BLVD.

AUSTIN, TX 78703

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAY HANNA PARTNER OF HM PARTEN DEVELOPMENT, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

_____

NOTARY PUBLIC IN AND FOR _____COUNTY, TEXAS

PH LAND HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY:_____

NAME: MICHAEL C. BRISCH

TITLE: CHIEF LEGAL AND ADMINISTRATIVE OFFICER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL C. BRISCH OF PH LAND HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

_____

NOTARY PUBLIC IN AND FOR _____COUNTY, TEXAS

HIGHLAND HOMES– AUSTIN, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY:_____

NAME: JEFF STINSON

TITLE: VICE PRESIDENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF STINSON OF HIGHLAND HOMES– AUSTIN, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

_____

NOTARY PUBLIC IN AND FOR _____COUNTY, TEXAS

OWNER:

HM PARTEN RANCH DEVELOPMENT, INC.

1011 N. LAMAR BLVD.

AUSTIN, TX 78703

SURVEYOR:

LJA SURVEYING

FIRM REGISTRATION NO. 10194382

7500 RIALTO BLVD., BUILDING II, SUITE 100

AUSTIN, TX 78735

ENGINEER:

LJA ENGINEERING, INC.

FIRM REGISTRATION NO., F-1386

7500 RIALTO BOULEVARD, BUILDING II, SUITE 100

AUSTIN, TX 78735

STATE OF TEXAS COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE CITY OF DRIPPING SPRINGS AND FURTHER CERTIFY THAT THIS PLAT WAS 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.

_____

ROBERT J. GERTSON

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367

I, LAUREN CRONE, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 48209C0140G, EFFECTIVE DATE OF JANUARY 17, 2025, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND SHALL BE CONTAINED WITHIN THE RIGHTS-OF-WAY, OPEN SPACE AND DRAINAGE EASEMENT LOTS, AND DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, OPEN SPACE AND DRAINAGE EASEMENT LOTS AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED MAP.

_____

LAUREN CRONE

LICENSED REGISTERED PROFESSIONAL ENGINEER NO. 128018

STATE OF TEXAS

COUNTY OF HAYS

CITY OF DRIPPING SPRINGS

THIS PLAT, PARTEN RANCH PHASE 8 FINAL PLAT, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS THE ____ DAY OF 2025.

BY:

_____ _____

PLANNING DIRECTOR DATE:

STATE OF TEXAS

COUNTY OF HAYS

CITY OF DRIPPING SPRINGS

ENVIRONMENTAL HEALTH DEPARTMENT

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

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 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.

I, THE UNDERSIGNED, INTERIM 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.

_____ _____

KANDICE BOUTTE, DATE

INTERIM 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. DATE

FLOODPLAIN ADMINISTRATOR

HAYS COUNTY DEVELOPMENT SERVICES

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

_____ _____

KANDICE BOUTTE, DATE

INTERIM DIRECTOR

HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS

COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20_____ A.D., AT _____ O'CLOCK __M IN THE PLAT RECORD 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

PARTEN RANCH PHASE 8 ARE LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF SPRINGHOLLOW MUD. WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WASTEWATER SYSTEMS.

_____ _____

SPRINGHOLLOW MUD DATE

PARTEN RANCH PHASE 8 ARE LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. WATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE WTCPUA'S PUBLIC WASTEWATER SYSTEMS.

_____ _____

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DATE

THIS PLAT, FINAL PLAT OF PARTEN RANCH PHASE 8 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY.

APPROVED, THIS _____ DAY OF _____, 2024

BY:_____

JENNIFER RIECHERS, GENERAL MANAGER

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

NOTES:

1. THIS PLAT IS LOCATED ENTIRELY WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THE PROPERTY LOCATED WITHIN THIS PLAT LIES WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0140G, EFFECTIVE DATE OF JANUARY 17, 2025, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. NO INDIVIDUAL WATER WELLS WILL BE ALLOWED.
7. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED BY THE SPRINGHOLLOW MUD TO EACH RESIDENTIAL LOT. NO INDIVIDUAL ON-SITE SEWAGE FACILITY WILL BE ALLOWED.
8. ELECTRIC SERVICES SHALL BE SUPPLIED BY PEDERNALES ELECTRIC COOPERATIVE.
9. TELEPHONE SERVICE SHALL BE SUPPLIED BY VERIZON OR AT&T.
10. ORGANIZED GAS UTILITY SERVICE WILL BE PROVIDED BY TXGAS.
11. MINIMUM FRONT SETBACK SHALL BE 25 FEET.
12. MINIMUM REAR SETBACK SHALL BE 10 FEET.
13. MINIMUM SIDE AND INTERIOR SETBACKS SHALL BE 5 FEET.
14. MINIMUM SIDE STREET SETBACK SHALL BE 15 FEET.
15. PUBLIC UTILITY EASEMENTS OF 10 FEET SHALL BE LOCATED ON BOTH SIDES OF DEDICATED RIGHT-OF-WAYS.
16. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
17. LINEAR FOOTAGE OF BIRD HOLLOW (LOCAL STREET): 2187 L.F.

    LINEAR FOOTAGE OF BIRD BATH BEND (LOCAL STREET): 944 L.F.

    LINEAR FOOTAGE OF LEANING ROCK RIDGE (LOCAL STREET): 823 L.F.
18. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE CITY OF DRIPPING SPRINGS REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
19. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 4.68 ACRES.
20. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OF PLACED IN SUCH STREETS, ROADS AND OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND CONVEYED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREET, ROAD, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
21. THIS PLAT IS SUBJECT TO THE PARTEN RANCH DEVELOPMENT AGREEMENT DATED APRIL 1, 2016 BETWEEN THE CITY OF DRIPPING SPRINGS AND HM PARTEN RANCH, LP., RECORDED IN DOCUMENT NUMBER 2016-16010149, PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
22. THE MUD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE, WASTEWATER AND WATER QUALITY STRUCTURES AND/OR SYSTEMS LOCATED WITHIN THIS SUBDIVISION. WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WATER SYSTEM LOCATED WITHIN THIS SUBDIVISION.
23. THIS PLAT AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY THE EMERGENCY SERVICE DISTRICT #6, OR ITS SUCCESSORS.
24. ALL DRAINAGE EASEMENTS NECESSARY TO CONVEY CONCENTRATED FLOWS AND FLOODPLAINS FOR BASINS CONTAINING MORE THAN 64 ACRES (LOT 25, BLOCK Q AND LOT 16, BLOCK N) ARE DEPICTED ON THE PLAT PER HAYS COUNTY REGULATIONS CHAPTER 725.
25. POST DEVELOPED CONDITION RUNOFF RATE SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES PER HAYS COUNTY REGULATIONS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
26. PURSUANT TO CHAPTER 245, SECTION 004 (EXEMPTIONS), THE CONSTRUCTION STANDARDS ADOPTED BY HAYS COUNTY FOR THE HEALTH AND WELFARE OF THE PUBLIC ARE NOT EXEMPTED FROM CHANGE AND THUS ARE NOT CONSIDERED GRANDFATHERED. IT IS THE DECISION OF THE HAYS COUNTY TRANSPORTATION AND DEVELOPMENT SERVICES DEPARTMENTS THAT THE CONSTRUCTION AND DESIGN STANDARDS AT THE TIME OF ORIGINAL PLATTING SHALL BE HONORED FOR A PERIOD OF 5 YEARS FROM THE DATE OF FINAL PLAT ACCEPTANCE. IF CONSTRUCTION HAS STARTED PRIOR TO THE FIVE-YEAR EXPIRATION DATE THEN THE PHASES FOR WHICH THE COUNTY HAS COMPLETE CONSTRUCTION PLANS FOR WHICH SHALL BE ALLOWED TO USE THE ORIGINAL STANDARDS. SUBSEQUENT PHASES THAT HAVE NOT BEEN FULLY DESIGNED AND APPROVED AT THAT POINT SHALL BE DESIGNED TO THE MOST CURRENT STANDARDS AND SPECIFICATIONS.
27. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS.
28. MAIL BOXES PLACED WITHIN THE R.O.W. SHALL BE AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATION (CHAPTER 721, SUBCHAPTER 2.01).
29. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR SPRING HOLLOW MUD.
30. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
31. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
32. THE LOTS IN THIS SUBDIVISION RECEIVE POTABLE WATER SERVICE, EITHER DIRECTLY OR VIA WHOLESALE CONTRACT, FROM THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. AS SUCH, THE PROPERTY IS SUBJECT TO COMPLIANCE WITH THE TERMS SET FORTH IN THE MAY 24, 2000 UNITED STATES FISH AND WILDLIFE SERVICE MEMORANDUM OF UNDERSTANDING WITH THE LOWER COLORADO RIVER AUTHORITY.
33. LOT 25, BLOCK Q AND LOT 16, BLOCK N CONTAIN USFWS STREAM BUFFER ZONES AND/OR SENSITIVE FEATURE BUFFER ZONES AS INDICATED HEREON THAT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS, AND ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
34. IMPERVIOUS COVER SHALL COMPLY WITH THE WATER QUALITY PLAN APPROVED FOR THIS SUBDIVISION AND SHALL NOT BE ALTERED.
35. DECLARANT AGREES THAT THE LOTS IN THIS PLAT DOCUMENT ARE SUBJECT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OPTIONAL ENHANCED MEASURES.
36. LOT 25, BLOCK Q, LOT 16, BLOCK N AND LOT 20, BLOCK P ARE OPEN SPACE/DRAINAGE/PEDESTRIAN ACCESS/WATER QUALITY LOTS AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
37. THIS PLAT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
38. A STORMWATER CONTROL MEASURES MAINTENANCE PLAN HAS BEEN PREPARED FOR THIS DEVELOPMENT AND IS RECORDED AS DOCUMENT # 26003863, IN THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
39. THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER REGULATIONS FOUND IN TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE, CHAPTER 213.
40. THIS PLAT LIES WITHIN HAYS COUNTY EMERGENCY SERVICE DISTRICTS 1&6.

A

FINAL SUBDIVISION PLAT

OF

PARTEN RANCH PHASE 8

OUT OF THE LAMAR MOORE SURVEY, ABSTRACT NO. 323, AND JAMES B. PEIR SURVEY, ABSTRACT NO. 362, HAYS COUNTY, TEXAS

LJA Surveying, Inc.

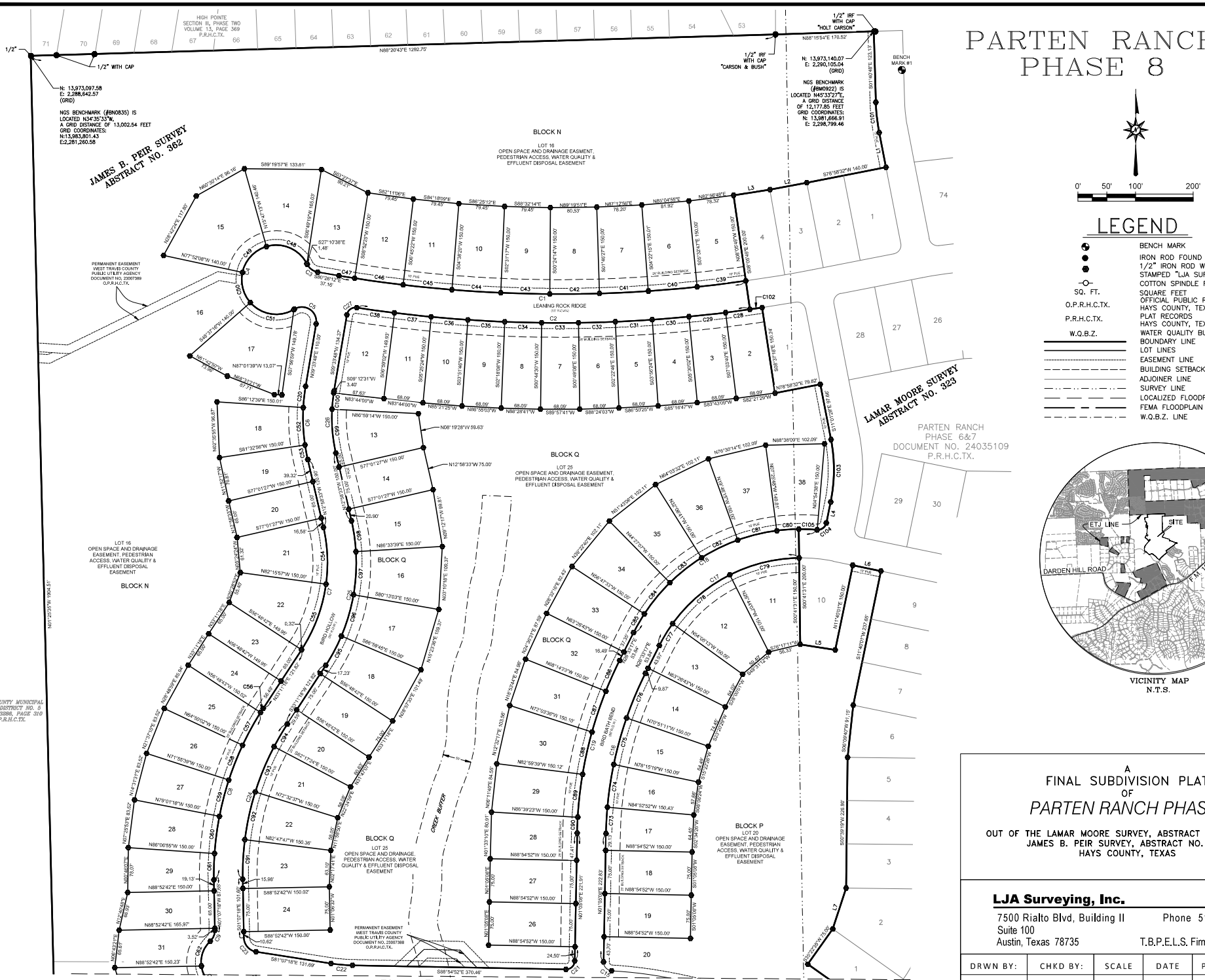
7500 Rialto Blvd, Building II, Suite 100, Austin, Texas 78735

Phone 512.439.4700

T.B.P.E.L.S. Firm No. 10194382

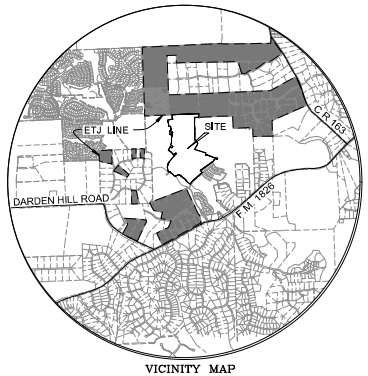
DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	PAGE
SGC	RJG	1"=100'	02/02/26	3979-2401	1 OF 4

PARTEN RANCH PHASE 8



LEGEND

- BENCH MARK
- IRON ROD FOUND (IRF) (AS NOTED)
- 1/2" IRON ROD WITH CAP STAMPED "LJA SURVEY" SET
- COTTON SPINDLE FOUND
- SQ. FT. — SQUARE FEET
- O.P.R.H.C.TX. — OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.R.H.C.TX. — PLAT RECORDS HAYS COUNTY, TEXAS
- W.Q.B.Z. — WATER QUALITY BUFFER ZONE
- BOUNDARY LINE
- LOT LINES
- EASEMENT LINE
- BUILDING SETBACK LINE
- ADJOINER LINE
- SURVEY LINE
- LOCALIZED FLOODPLAIN LINE
- FEMA FLOODPLAIN LINE
- W.Q.B.Z. LINE



VICINITY MAP
N.T.S.

A
FINAL SUBDIVISION PLAT
OF
PARTEN RANCH PHASE 8

OUT OF THE LAMAR MOORE SURVEY, ABSTRACT NO. 323, AND JAMES B. PEIR SURVEY, ABSTRACT NO. 362, HAYS COUNTY, TEXAS

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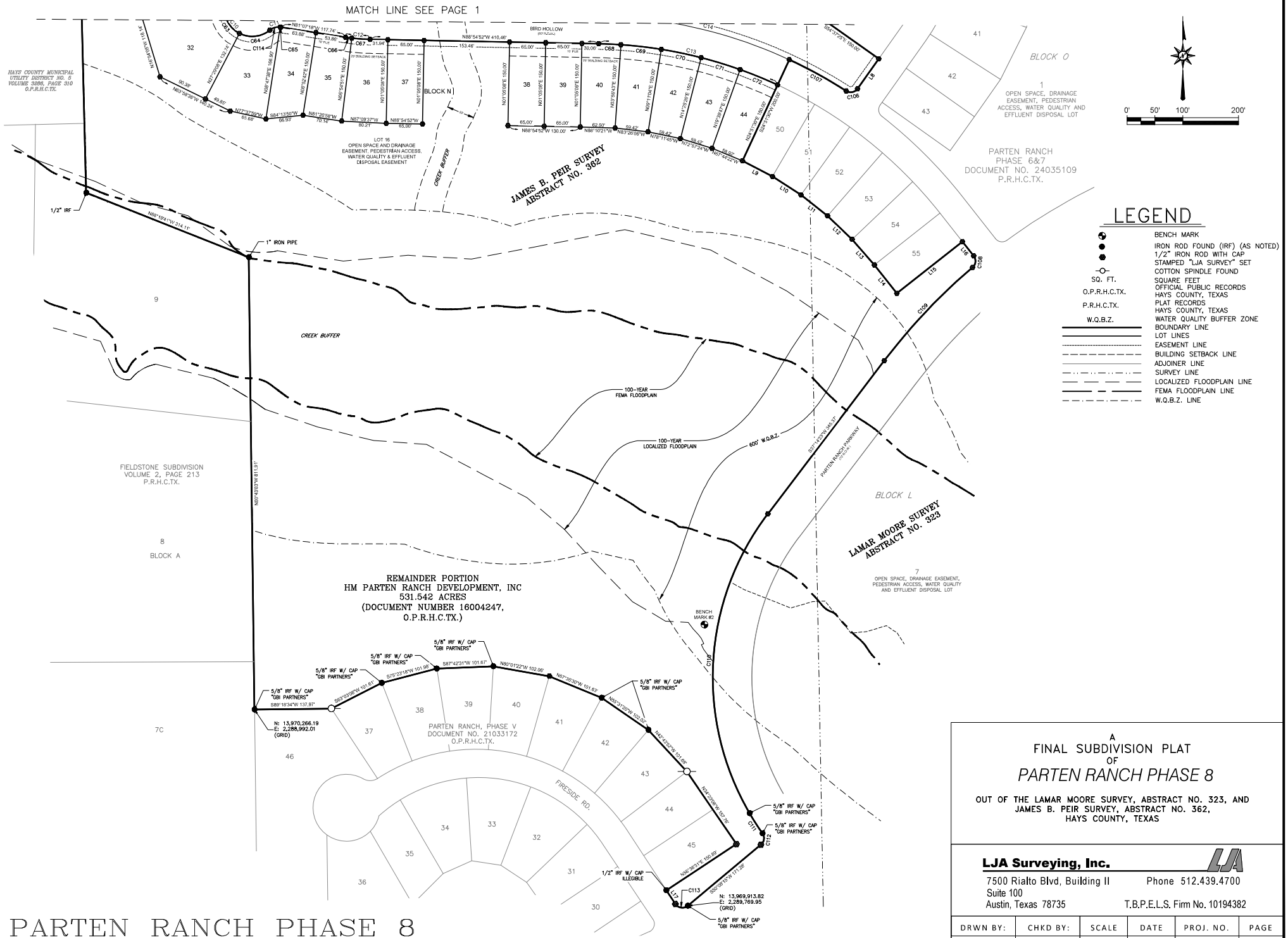
SGC	RJG	1"=100'	02/02/26	3979-2401	2 OF 4



LEGEND

	BENCH MARK
	IRON ROD FOUND (IRF) (AS NOTED)
	1/2" IRON ROD WITH CAP STAMPED "LJA SURVEY" SET
-O-	COTTON SPINDLE FOUND
SQ. FT.	SQUARE FEET
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
W.Q.B.Z.	WATER QUALITY BUFFER ZONE
	BOUNDARY LINE
	LOT LINES
	EASEMENT LINE
	BUILDING SETBACK LINE
	ADJOINER LINE
	SURVEY LINE
	LOCALIZED FLOODPLAIN LINE
	FEMA FLOODPLAIN LINE
	W.Q.B.Z. LINE

PARTEN RANCH PHASE 8

A
FINAL SUBDIVISION PLAT
OF
PARTEN RANCH PHASE 8

OUT OF THE LAMAR MOORE SURVEY, ABSTRACT NO. 323, AND JAMES B. PEIR SURVEY, ABSTRACT NO. 362, HAYS COUNTY, TEXAS

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DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	PAGE
SGC	RJG	1"=100'	02/02/26	3979-2401	3 OF 4

PARTEN RANCH PHASE 8

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	708.93'	2,300.00	17°39'37"	S89° 16' 01"E	706.13'
C2	684.59'	2,350.00	16°41'28"	N89° 45' 05"W	682.18'
C3	23.55'	25.00	53°58'05"	S53° 27' 10"E	22.69'
C4	288.07'	60.00	275°05'25"	N15° 59' 10"E	81.00'
C5	57.21'	25.00	131°07'20"	N55° 59' 52"W	45.52'
C6	127.85'	325.00	22°32'21"	N01° 42' 23"W	127.03'
C7	221.57'	275.00	46°09'51"	N10° 06' 23"E	215.63'
C8	314.38'	525.00	34°18'36"	N16° 02' 00"E	309.70'
C9	21.03'	25.00	48°11'23"	N22° 58' 24"E	20.41'
C10	153.92'	50.00	176°22'46"	N41° 07' 18"W	99.95'
C11	21.03'	25.00	48°11'23"	S74° 47' 01"W	20.41'
C12	44.20'	325.00	7°47'35"	N85° 01' 05"W	44.17'
C13	331.93'	800.00	23°46'22"	N77° 01' 41"W	329.55'
C14	313.36'	850.00	21°07'20"	N75° 42' 11"W	311.58'
C15	22.87'	15.00	87°20'58"	N42° 35' 22"W	20.72'
C16	288.94'	650.00	25°28'10"	N13° 49' 12"E	286.57'
C17	301.19'	275.00	62°45'12"	N57° 55' 53"E	286.36'
C18	355.96'	325.00	62°45'12"	N57° 55' 53"E	338.43'
C19	311.17'	700.00	25°28'10"	N13° 49' 12"E	308.61'
C21	23.56'	15.00	90°00'00"	N46° 05' 08"E	21.21'
C22	37.40'	275.00	7°47'35"	S85° 01' 05"E	37.38'
C23	34.91'	25.00	80°00'00"	S41° 07' 18"E	32.14'
C24	284.44'	475.00	34°18'36"	S16° 02' 00"W	280.21'
C25	261.86'	325.00	46°09'51"	S10° 06' 23"W	254.83'
C26	108.18'	275.00	22°32'21"	S01° 42' 23"E	107.48'
C27	23.31'	15.00	89°01'51"	S54° 04' 43"W	21.03'
C28	42.49'	2,350.00	1°02'09"	N82° 25' 15"E	42.49'
C29	64.01'	2,350.00	1°33'38"	N83° 43' 09"E	64.00'
C30	64.01'	2,350.00	1°33'38"	N85° 16' 47"E	64.00'
C31	64.01'	2,350.00	1°33'38"	N86° 50' 25"E	64.00'
C32	64.01'	2,350.00	1°33'38"	N88° 24' 03"E	64.00'
C33	64.01'	2,350.00	1°33'38"	N89° 57' 41"E	64.00'
C34	64.01'	2,350.00	1°33'38"	S88° 28' 41"E	64.00'
C35	64.01'	2,350.00	1°33'38"	S86° 55' 03"E	64.00'
C36	64.01'	2,350.00	1°33'38"	S85° 21' 25"E	64.00'
C37	64.01'	2,350.00	1°33'38"	S83° 47' 47"E	64.00'
C38	66.05'	2,350.00	1°36'37"	S82° 12' 40"E	66.05'
C39	85.01'	2,300.00	2°07'03"	S82° 57' 42"W	85.00'
C40	85.00'	2,300.00	2°07'03"	S85° 04' 46"W	85.00'
C41	85.00'	2,300.00	2°07'03"	S87° 11' 48"W	85.00'
C42	86.24'	2,300.00	2°08'54"	S89° 19' 47"W	86.24'
C43	85.00'	2,300.00	2°07'03"	N88° 32' 15"W	85.00'
C44	85.00'	2,300.00	2°07'03"	N86° 25' 12"W	84.99'
C45	85.00'	2,300.00	2°07'03"	N84° 18' 09"W	84.99'
C46	85.00'	2,300.00	2°07'02"	N82° 11' 06"W	84.99'
C47	27.69'	2,300.00	0°41'23"	N80° 46' 53"W	27.68'
C48	82.33'	60.00	78°37'01"	N67° 11' 39"W	76.02'
C49	64.26'	60.00	61°21'59"	S42° 48' 51"W	61.23'
C50	56.04'	60.00	53°30'35"	S14° 37' 26"E	54.02'
C51	82.84'	60.00	79°06'39"	S80° 56' 03"E	76.42'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C52	64.99'	325.00	11°27'28"	S02° 43' 20"E	64.88'
C53	25.67'	325.00	4°31'29"	S10° 42' 49"E	25.66'
C54	99.40'	275.00	20°42'36"	N02° 37' 15"W	98.86'
C55	122.17'	275.00	25°27'15"	N20° 27' 41"E	121.17'
C56	8.51'	525.00	0°55'42"	S32° 43' 27"W	8.51'
C57	65.00'	525.00	7°05'38"	S28° 42' 47"W	64.96'
C58	65.00'	525.00	7°05'38"	S21° 37' 10"W	64.96'
C59	65.00'	525.00	7°05'39"	S14° 31' 31"W	64.96'
C60	65.00'	525.00	7°05'37"	S07° 25' 53"W	64.96'
C61	45.87'	525.00	5°00'22"	S01° 22' 54"W	45.86'
C62	47.64'	50.00	54°35'27"	S19° 46' 22"W	45.86'
C63	48.14'	50.00	55°09'37"	S35° 06' 10"E	46.30'
C64	58.14'	50.00	66°37'42"	N84° 00' 11"E	54.92'
C65	1.12'	25.00	2°33'55"	N82° 24' 21"W	1.12'
C66	11.14'	325.00	1°57'52"	S82° 06' 13"E	11.14'
C67	33.06'	325.00	5°49'43"	S86° 00' 01"E	33.05'
C68	39.93'	800.00	2°51'35"	N87° 29' 05"W	39.93'
C69	73.15'	800.00	5°14'21"	N83° 26' 06"W	73.13'
C70	73.15'	800.00	5°14'21"	N78° 11' 45"W	73.13'
C71	73.15'	800.00	5°14'21"	N72° 57' 24"W	73.13'
C72	72.54'	800.00	5°11'43"	N67° 44' 22"W	72.51'
C73	45.92'	650.00	4°02'52"	S03° 06' 33"W	45.91'
C74	75.07'	650.00	6°37'01"	S08° 26' 30"W	75.02'
C75	83.92'	650.00	7°23'49"	S15° 26' 55"W	83.86'
C76	84.04'	650.00	7°24'28"	S22° 51' 03"W	83.98'
C77	44.62'	275.00	9°17'45"	S31° 12' 10"W	44.57'
C78	131.58'	275.00	27°24'51"	S49° 33' 27"W	130.33'
C79	125.00'	275.00	26°02'37"	S76° 17' 11"W	123.93'
C80	38.22'	325.00	6°44'18"	S85° 56' 21"W	38.20'
C81	70.00'	325.00	12°20'26"	S76° 23' 59"W	69.86'
C82	70.00'	325.00	12°20'26"	S64° 03' 32"W	69.86'
C83	70.00'	325.00	12°20'26"	S51° 43' 06"W	69.86'
C84	70.00'	325.00	12°20'26"	S39° 22' 40"W	69.86'
C85	37.74'	325.00	6°39'10"	S29° 52' 52"W	37.71'
C86	58.58'	700.00	4°47'40"	S24° 09' 27"W	58.56'
C87	75.00'	700.00	6°08'20"	S18° 41' 27"W	74.97'
C88	75.00'	700.00	6°08'19"	S12° 33' 07"W	74.96'
C89	75.00'	700.00	6°08'21"	S06° 24' 47"W	74.97'
C90	27.59'	700.00	2°15'29"	S02° 12' 52"W	27.59'
C91	69.02'	475.00	8°19'31"	S03° 02' 28"W	68.96'
C92	85.00'	475.00	10°15'09"	S12° 19' 48"W	84.88'
C93	85.01'	475.00	10°15'14"	S22° 34' 59"W	84.89'
C94	45.42'	475.00	5°28'42"	S30° 26' 57"W	45.40'
C95	57.77'	325.00	10°11'03"	N28° 05' 47"E	57.69'
C96	75.00'	325.00	13°13'18"	N16° 23' 36"E	74.83'
C97	75.00'	325.00	13°13'18"	N03° 10' 18"E	74.83'
C98	54.10'	325.00	9°32'12"	N08° 12' 27"W	54.03'
C99	76.74'	275.00	15°59'19"	S04° 58' 54"E	76.49'
C100	28.04'	275.00	5°50'29"	S05° 56' 00"W	28.02'
C101	53.00'	325.00	9°20'40"	S06° 21' 08"E	52.95'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C102	21.52'	2,350.00	0°31'29"	N81° 38' 26"E	21.52'
C103	108.91'	275.00	22°41'29"	S00° 19' 16"W	108.20'
C104	21.79'	15.00	83°14'37"	S53° 17' 19"W	19.93'
C105	31.78'	325.00	5°36'08"	N87° 53' 26"W	31.77'
C106	22.87'	15.00	87°20'58"	S79° 03' 04"W	20.72'
C107	116.72'	850.00	7°52'03"	N61° 12' 29"W	116.63'
C108	23.01'	15.00	87°53'14"	S05° 39' 33"W	20.82'
C109	230.88'	1,070.00	12°21'47"	S43° 25' 17"W	230.43'
C110	571.05'	485.00	67°27'43"	S03° 30' 32"W	538.63'
C111	43.03'	485.00	5°04'59"	S32° 45' 49"E	43.01'
C112	22.52'	14.87	86°47'22"	S07° 53' 22"W	20.43'
C113	25.17'	15.00	96°09'04"	N81° 47' 14"W	22.32'
C114	19.91'	25.00	45°37'28"	S73° 30' 04"W	19.39'

Line Table			
Line #	Direction	Length	
L1	S11° 01' 28"E	61.38'	
L2	S79° 24' 37"W	65.00'	
L3	S81° 03' 10"W	63.80'	
L4	S11° 40' 01"W	37.36'	
L5	S81° 01' 57"E	61.50'	
L6	S78° 19' 59"E	50.00'	
L7	S18° 00' 57"W	74.60'	
L8	S35° 22' 35"W	65.90'	
L9	S62° 27' 22"E	60.92'	
L10	S57° 05' 04"E	60.92'	
L11	S51° 42' 47"E	60.92'	
L12	S46° 20' 30"E	60.92'	
L13	S40° 58' 12"E	60.92'	
L14	S38° 17' 04"E	65.00'	
L15	N51° 42' 56"E	150.00'	
L16	S38° 17' 04"E	32.63'	
L17	N33° 45' 48"W	29.61'	

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). DISTANCES SHOWN HEREON ARE SURFACE AND CAN BE CONVERTED TO GRID BY APPLYING A COMBINED SCALE FACTOR OF 0.999870017.

BM#1: PROJECT BENCHMARK IS A 5/8" REBAR WITH RED "LJA" CAP SET IN CONCRETE:

SURFACE COORDINATES: N 13,974,889.61
E 2,290,451.60

GRID COORDINATES: N 13,973,073.11
E 2,290,153.88

ELEVATION = 1,074.99'
VERTICAL DATUM: NAVD88 (GEOID18)

BM#2: IS A 5/8" REBAR WITH RED "LJA" CAP SET:

SURFACE COORDINATES: N 13,972,234.83
E 2,290,097.64

GRID COORDINATES: N 13,970,418.68
E 2,289,799.96

ELEVATION = 1,019.04'
VERTICAL DATUM: NAVD88 (GEOID18)

	TOTAL ACREAGE	USFWS BUFFERS	TOTAL ACREAGE MINUS USFWS BUFFERS	ALLOWABLE IMPERVIOUS COVER 20% NET SITE AREA	PROPOSED IMPERVIOUS COVER PER PHASE	REMAINING IMPERVIOUS COVER	OPEN SPACE ACREAGE
PARTEN RANCH DEVELOPMENT	531.75	102.29	429.46	85.89			**300
PARTEN RANCH, PHASE 1	82.56	30.14	52.419		13.13	72.76	47.67
PARTEN RANCH AMENITY CENTER	5.37	0.00	5.37		0.99	71.77	
PARTEN RANCH, PHASE 2	115.56	3.66	111.90		19.67	52.10	50.57
PARTEN RANCH, PHASE 5	46.57	3.03	43.54		9.42	42.68	22.83
PARTEN RANCH, PHASE 4	73.84	6.20	67.65		11.56	31.12	39.40
PARTEN RANCH, PHASE 6 & 7	123.63	40.14	83.49		17.46	13.66	78.17
PARTEN RANCH, PHASE 8	81.08	17.83	63.20		8.59	5.07	53.80

**APPROXIMATE ACREAGE PER CONCEPT PLAN

RESIDENTIAL LOT SIZE	NO.
> 3 ACRES	0
1-3 ACRES	0
15,000 SQ. FT. TO 1 AC.	6
10,000-15,000 SQ. FT.	60
0-10,000 S.F.	18
TOTAL LOT NO.	84

STREET NAME:	LINEAR FOOTAGE:	R.O.W.	CLASSIFICATION:
LEANING ROCK RIDGE	823 L.F.	(50')	LOCAL ROADWAY
BIRD HOLLOW	2187 L.F.	(50')	LOCAL ROADWAY
BIRD BATH BEND	944 L.F.	(50')	LOCAL ROADWAY
TOTAL: 3,954 L.F.			

A
FINAL SUBDIVISION PLAT
OF
PARTEN RANCH PHASE 8

OUT OF THE LAMAR MOORE SURVEY, ABSTRACT NO. 323, AND JAMES B. PEIR SURVEY, ABSTRACT NO. 362, HAYS COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	PAGE
SGC	RJG	1"=100'	02/02/26	3979-2401	4 OF 4

AGENDA ITEM REQUEST FORM: J. 1.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Kandice BouttÃ©, County Administrator

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider granting a variance to the Hays County Development Regulations, Chapter 705.2.01, General Subdivision Requirements, to the owner of 1816 Uhland Road, San Marcos, TX. **INGALSBE/BOUTTÉ**

Summary

The owner is requesting a variance to Hays County Development Regulations, Chapter 705 for General Subdivision Requirements, to allow for the issuance of an Authorization to Construct for the failing on-site sewage facility. Prior to the issuance of a permit, Hays County requires a tract to be in compliance with the County's Subdivision Regulations, meaning this property would need to be platted prior to any permit issuance. The request comes amid concern that the platting process with Hays County could cause undue hardship, since the property's configuration changed as a result of the City of San Marcos acquiring a portion of the tract for road improvements, not as a result of the owner's actions. The County has an administrative variance process when the County takes property due to road improvements through Commissioner's Court Resolution #31290 - 02/02/2016. However, the administrative variance is not applicable to a municipality taking property for road improvements.

Response and justification is provided in the back-up.

Attachments

Location Map
San Marcos Acquisition

Hays County Development Services Map

3/10/2026, 10:48:22 AM

1:2,196

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.15 km

- Address Points
- Roads
- Hays County Boundary
- Hays County Parcels

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

SUMMARY

CASE SUMMARY

CASE NO. 20-1235-C

City of San Marcos, Texas vs. Perch or Flounder, LLC and Texas Regional Bank Custodian	§	Location:	**County Court at Law #2**
	§	Judicial Officer:	**Johnson, Chris**
	§	Filed on:	**09/16/2020**
	§		
	§		

CASE INFORMATION

Case Type: **Condemnation - Eminent Domain**

PARTY INFORMATION

Lead Attorneys

DATE	EVENTS & ORDERS OF THE COURT	INDEX
09/16/2020	Petition For Condemnation (Open Case)	
09/18/2020	Citation Issued *Perch or Flounder, LLC - Emailed to Attorney for service*	
09/18/2020	Citation Issued *Texas Regional Bank - Emailed to Attorney for service*	
09/22/2020	Order *Appointing Special Commissioners*	
11/10/2020	Notice *Letter to Clerk - Commissioners signed not to serve*	
11/19/2020	Notice *(Blank) Notice of Hearing*	
12/02/2020	Notice Of Hearing	
12/02/2020	Order Setting Hearing *Before Commissioners*	
12/02/2020	Notice Appearance Of Counsel	
01/05/2021	Notice	
01/05/2021	Order Setting Hearing	
01/12/2021	Citation Returned Executed	
02/02/2021	Notice *Receipt by Commissioners of Return of Citation and Notice of Hearing*	
03/29/2021	Order *Setting Hearing Before Comissioners*	
04/14/2021	Notice	

CASE SUMMARY

CASE NO. 20-1235-C

	Oath signed by Commissioners
04/19/2021	Award Of Special Commissioners
05/04/2021	Objection *to Award of Special Commissioners*
05/05/2021	Waiver Of Citation *- James Frost*
07/26/2021	Disclaimer *of Interest*

DATE	FINANCIAL INFORMATION	
	Plaintiff City Of San Marcos Texas	
	Total Charges	287.00
	Total Payments and Credits	287.00
	Balance Due as of 9/23/2021	**0.00**

FILED
9/16/2020 1:25 PM
Elaine H. Cardenas
County Clerk
Hays County, TX

NO. 20-1235-C

CITY OF SAN MARCOS, TEXAS	§	**IN THE COUNTY COURT**
Plaintiff	§	
vs.	§	**AT LAW NUMBER ____**
	§	
	§	
PERCH OR FLOUNDER, LLC and TEXAS REGIONAL BANK, CUSTODIAN, Defendants	§	**HAYS COUNTY, TEXAS**

PETITION FOR CONDEMNATION

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes the CITY OF SAN MARCOS, TEXAS, Plaintiff, and files this its original petition for the condemnation of the land and interests and the rights pertaining thereto as hereinafter described, and shows that the owners of or persons claiming an interest in the said land, , called Defendants and their residences, whether one or more, are as follows:

PERCH OR FLOUNDER, LLC, who may be served by serving DEDA DIVINE, its registered agent, at 624 Singleton, Blanco, Texas 78606.

TEXAS REGIONAL BANK AS CUSTODIAN FOR MARK E. TIDWELL, JR. IRA ACCOUNT # 2210207-90041, Lienholder, is a wholly owned subsidiary of Texas State Bankshares, Inc., and may be served by serving MICHAEL SCAIEF, its registered agent, at 6770 West Interstate 2, Harlingen, Texas 78552.

I.

Discovery in this case is to be conducted under Level 2, Texas Rule of Civil Procedure 190.

II.

Plaintiff is the City of San Marcos, Texas, a home-rule municipality and political subdivision of the State of Texas. It is vested with power of eminent domain by Chapters 251 and 402, Local Government Code.

Defendant, whether one or more, is the owner of or person claiming an interest in the following described land situated in Hays County, Texas, and is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes by this reference.

III.

This Court has jurisdiction under §21.001, Texas Property Code. Venue of this suit is proper in Hays County, Texas, under §21.013 of the Texas Property Code.

IV.

The City Council of the CITY OF SAN MARCOS, TEXAS, pursuant to the powers and authority granted it under the laws of the State of Texas, has determined that, for the preservation of public health, safety, and welfare, and for the public convenience and necessity of the City's citizens, it is necessary that the City, in connection with the Uhland Road Improvements Project, acquire ownership of the fee title and/or permanent and temporary easements ("Real Property Interests") in and to the tract, both land and any improvements, described on Exhibit "A" (the "Property") for the public purpose of improving right-of-way and drainage in connection with storm water collected by the City's storm sewer system. It is necessary to acquire such real property interests in and to said land and improvements, if any, as provided by law, so that said land may be used for such purposes, which includes installation of a storm sewer outfall and related drainage improvements associated with the Project. Plaintiff is entitled to condemn the said interests in such

land and improvements, if any, for said purposes and asks that the same be condemned. Any temporary easement described will be used and occupied only during construction of the Extension and upon completion of construction shall automatically revert to Defendant free and clear of any right, title, or interest in Plaintiff.

V.

Plaintiff does not seek to acquire, and Defendant shall retain the rights to, and there shall be reserved to the owners, all groundwater rights, and all oil, gas and other minerals ("minerals") in, on and under the Property and Real Property Interests sought to be acquired herein, provided however, that Defendant shall not be permitted to drill, explore, mine, operate for, or produce groundwater or minerals on or have ingress and egress across the surface of said Property, but will be permitted to extract the same from and under the Property by directional drilling or other means so long as Plaintiff's use of the Property and Real Property Interests is not disturbed.

VI.

The Plaintiff and the Defendant have been unable to agree upon the value of said Property and Real Property Interests to be condemned or the damages occasioned by the acquisition thereof, and Plaintiff asks that special commissioners be appointed as provided by law to assess the damages of the owner.

VII.

Plaintiff made a bona fide offer to acquire the property rights sought herein voluntarily as provided in Section 21.0113, Texas Property Code. Defendant has not accepted the bona fide offer, and therefore Plaintiff and Defendant have been unable to agree upon the value of said real estate and interests therein to be condemned and for the damages, if any, occasioned by the acquisition of

such land, and Plaintiff asks that special commissioners be appointed as provided by law to assess the damages of the owner.

Plaintiff provided a landowner's bill of rights statement to Defendant as provided in Section 21.0112, Texas Property Code.

VIII.

Pursuant to Section 21.023, Texas Property Code, Plaintiff provides notice that the owner or the owner's heirs, successors, or assigns may be entitled to repurchase the Property in accordance with Subchapter E of the Texas Property Code, or to request from Plaintiff certain information relating to the use of the Property and any actual progress made toward that use, and the repurchase price shall be the price paid to the owner by Plaintiff for the acquisition of the Property through the exercise of eminent domain.

IX.

All conditions precedent have been performed or have occurred.

PRAYER

WHEREFORE, premises considered, the CITY OF SAN MARCOS, TEXAS respectfully prays that:

1. three (3) disinterested freeholders residing in Hays County, Texas, be appointed as special commissioners to assess the damages of the owner as required by law;
2. the Court specify in the order appointing special commissioners that the reasonable period during which a party may strike one (1) of the special commissioners is fourteen (14) calendar days after appointment;
3. the Court also appoint two (2) disinterested freeholders residing in Hays County, Texas, as alternate special commissioners who shall automatically replace, in the order such alternates

are appointed and without further action from the Court, any special commissioner so stricken or who is otherwise unavailable, unable, or refuses to serve;

4. the special commissioners promptly set a time and place for hearing and notify Defendant of the hearing at least 20 days prior to the hearing;
5. at the hearing, the special commissioners assess the value of the Property, and assess damages, if any, to the remainder of Defendant's property interest as required by law;
6. the special commissioners file their decision as provided by law;
7. Plaintiff have a final judgment of condemnation vesting in the CITY OF SAN MARCOS, TEXAS, the Property and Real Property Interests described in this petition, for writ of possession, for costs of suit, and for such other relief to which it may be entitled.

LAW OFFICE OF JAMES S. FROST
113 West Gonzales Street
Seguin, Texas 78155
frost@frostlawoffice.com
(830) 303-0404

By: /s/ *James S. Frost*
JAMES S. FROST
State Bar No. 07489500

ATTORNEY FOR PLAINTIFF

EXHIBIT "A"

City of San Marcos
J. M. Veramendi Survey No. 1, Abstract No. 17
Hays County, Texas

January 28, 2019

Parcel 12

BEING A 0.1454 ACRE TRACT OF LAND IN SAN MARCOS, TEXAS, SITUATED IN THE J. M. VERAMENDI SURVEY NO. 1, ABSTRACT No. 17 IN HAYS COUNTY, TEXAS, SAID 0.1454 ACRE TRACT OF LAND BEING A PORTION OF A 6.854 ACRE TRACT OF LAND (BY DEED), DEEDED TO PERCH OR FLOUNDER, LLC, AS RECORDED IN VOLUME 5179 PAGE 172 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 0.1454 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "GORRONDONA" set in the southwest line of said 6.854 acre tract of land and the existing northeast right-of-way line of River Road (variable right-of-way width, no record found) at the intersection of the existing northeast right-of-way line of River Road with the proposed southeast right-of-way of Uhland Road, from which a 1/2 inch iron pipe found for a point of curvature in the southwest line of said 6.854 acre tract of land and in the existing northeast right-of-way line of River Road, bears South 31 degrees 52 minutes 54 seconds East, with the southwest line of said 6.854 acre tract of land and with the existing northeast right-of-way line of River Road, a distance of 175.67 feet;

THENCE North 31 degrees 52 minutes 54 seconds West, with the existing northeast right-of-way line of River Road and with the southwest line of said 6.854 acre tract of land, a distance of 55.07 feet to a 1/2 inch capped iron rod found land at the intersection of the northeast right-of-way line of River Road with the existing southeast right-of-way line of Uhland Road (variable right-of-way width, no record found), for the most westerly corner of said 6.854 acre tract of land ;

THENCE North 55 degrees 18 minutes 08 seconds East, with the existing southeast right-of-way line of Uhland Road, being the northwest line of said 6.854 acre tract of land, a distance of 115.14 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the intersection of the existing southeast right-of-way line of Uhland Road with the proposed southeast right-of-way line of Uhland Road, from which a 1/2 inch iron rod with cap stamped "5687" found for a point of curvature in the northwest line of said 6.854 acre tract of land and the existing southeast right-of-way line of Uhland Road, bears North 55 degrees 18 minutes 08 seconds East, with the with the existing southeast right-of-way line of Uhland Road and with the northwest line of said 6.854 acre tract of land, a distance of 381.98 feet;

THENCE, crossing through said 6.854 acre tract of land, with the proposed southeast right-of-way line of Uhland Road, the following two (2) courses:

(1) South 31 degrees 52 minutes 54 seconds East, a distance of 55.07 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

(2) South 55 degrees 18 minutes 08 seconds West, a distance of 115.14 feet to the **POINT OF BEGINNING** and containing 0.1454 acre or 6,333 square feet of land, more or less.

Notes:

All distances and areas shown herein are surface values.

Basis of bearing is the Texas State Plane Coordinate System, South Central Zone 4204, with horizontal datum of NAD83.

Controlling monuments referenced herein are as found on the date of the on-the-ground survey.

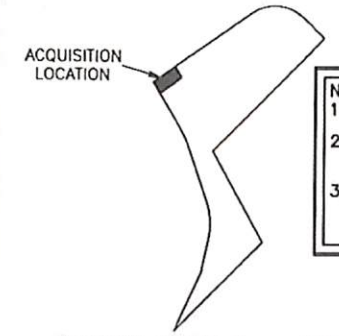
This legal description is accompanied by a plat of even survey date.

I, David R. Hartman, Registered Professional Land Surveyor No. 5264, licensed in the State of Texas, do hereby certify that this legal description is true and correct and was produced from an actual on-the-ground survey under my direct supervision.

David R Hartman 1/28/19

David R. Hartman, R.P.L.S.
Registered Professional Land Surveyor No. 5264
TBPLS Firm No. 10106900
Gorrondona and Associates, Inc.
4201 W. Parmer Lane, Building A, Suite 150
Austin, Texas 78727
(512) 719-9933

EXHIBIT "A"

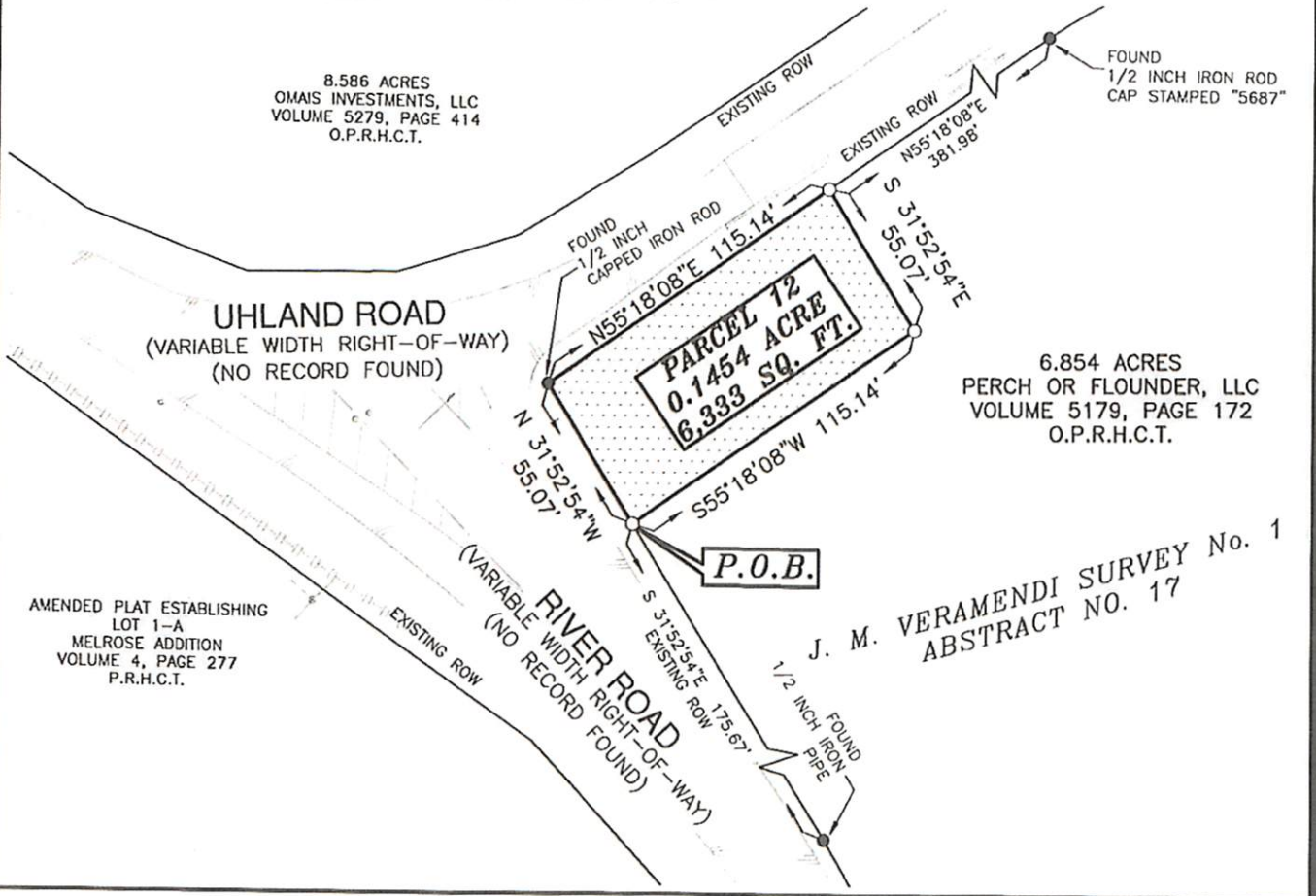


NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, SOUTH CENTRAL ZONE 4204, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

LEGEND
● = MONUMENT FOUND (AS NOTED)
○ = 5/8" IRON ROD WITH CAP STAMPED "GORRONDONA" SET
△ = CALCULATED POINT
O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.R.H.C.T. = PLAT RECORDS HAYS COUNTY, TEXAS
D.R.H.C.T. = DEED RECORDS HAYS COUNTY, TEXAS

N

60 30 0 60
SCALE IN FEET



City of San Marcos, Texas

UHLAND ROAD

TYPE OF EXHIBIT: RIGHT-OF-WAY			
OWNER: PERCH OR FLOUNDER, LLC			
SURVEY: J. M. VERAMENDI SURVEY No. 1, ABSTRACT NO. 17			
LOCATION: SAN MARCOS, HAYS COUNTY, TEXAS			
ACQUISITION AREA: 6,333 SQUARE FEET OR 0.1454 ACRE			
WHOLE PROPERTY ACREAGE: 6.854 ACRES (BY DEED)			
JOB No. FNI_11718.00	DRAWN BY: DRH	CHECKED BY: DRH	CAD FILE: FNI_1718.00-P-12.DWG
DATE: JANUARY 28, 2019	PAGE 3 OF 3		SCALE: 1" = 60'

STATE OF TEXAS REGISTERED DAVID R. HARTMAN 5264 PROFESSIONAL LAND SURVEYOR

1/28/19

GORRONDONA & ASSOCIATES, INC. • 4201 WEST PARMER LANE, BUILDING A, SUITE 150, AUSTIN, TX. 78727 • 512-719-9933 FAX 512-719-9944

FILED
9/22/2020 1:00 PM
Elaine H. Cardenas
County Clerk
Hays County, TX

NO. 20-1235-C

CITY OF SAN MARCOS, TEXAS **Plaintiff**	§	**IN THE COUNTY COURT**
vs.	§	**AT LAW NUMBER** 2
PERCH OR FLOUNDER, LLC and TEXAS REGIONAL BANK, CUSTODIAN, Defendants	§	**HAYS COUNTY, TEXAS**

ORDER APPOINTING SPECIAL COMMISSIONERS

Plaintiff's Petition for Condemnation was filed on September 16, 2020. I hereby appoint each of the below named individuals, disinterested freeholders of Hays County, Texas, as Special Commissioners, to determine the value of the property being acquired and damages, if any, resulting therefrom:

Name	Address	Phone Number
Linda A. Rodriguez		512-753-2875
Josh Erwin		512-771-3574
Doug Montgomery		512-337-2228

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, within five (5) days of receipt of a copy of this signed Order Appointing Commissioners, shall serve a copy upon the Property Owner(s), at the last known address of the person in whose name the property is listed on the most recent tax roll of any appropriate taxing unit authorized by law to levy property taxes against the property, or the last known address of the Property Owner(s) if different from the person listed on the most recent tax roll, and on other Defendant(s), all such service as authorized by Rule 21a of the Texas Rules of Civil Procedure.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each of the two (2) below individuals are hereby appointed Alternate Special Commissioners:

Name	Address	Phone Number
Brad Tuttle		512-757-3192
David Esparza		512-757-5409

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in accordance with the statutory requirement that each party be provided a reasonable period of time to strike one (1) of the three (3) Special Commissioners, each side shall have seven (7) days to strike one (1) of the three (3) Special Commissioners by filing notice of same with the court on or before 5:00 o'clock p.m. on the 7th calendar day following the date on which this Order is received by party seeking to strike a Special Commissioner or such right is waived. The Court further ORDERS that in the event either side timely exercises its right to strike a Special Commissioner appointed by this Court, said stricken Special Commissioner is hereby automatically and immediately removed as a Special Commissioner in this proceeding and replaced, effective the date said strike is filed, by the first available Alternate Special Commissioner, in the order in which each is listed herein above. The Court further ORDERS that any party striking a Special Commissioner must contemporaneously serve the pleading striking the Special Commissioner upon the opposing party and opposing counsel, if known.

Signed this 21st day of September, 2020.

JUDGE PRESIDING

FILED
9/22/2020 1:00 PM
Elaine H. Cardenas
County Clerk
Hays County, TX

NO. 20-1235-C

CITY OF SAN MARCOS, TEXAS	§	**IN THE COUNTY COURT**
Plaintiff	§	
vs.	§	**AT LAW NUMBER ____**
	§	
	§	
PERCH OR FLOUNDER, LLC and TEXAS REGIONAL BANK, CUSTODIAN, Defendants	§	**HAYS COUNTY, TEXAS**

ASSIGNMENT PURSUANT TO SECTION 21.013(d), PROPERTY CODE

Pursuant to Section 21.013(d), Texas Property Code, the above-styled and numbered cause is assigned to Hays County Court at Law No. #2.

Dated: September 22nd, 2020.

/s/ Darren Jones

COUNTY CLERK

FILED
4/19/2021 1:00 PM
Elaine H. Cardenas
County Clerk
Hays County, TX

NO. 20-1235-C

CITY OF SAN MARCOS, TEXAS **Plaintiff**	§	**IN THE COUNTY COURT**
VS.	§	**AT LAW NUMBER 2**
PERCH OR FLOUNDER, LLC **And TEXAS REGIONAL BANK,** **CUSTODIAN, Defendants**	§	**HAYS COUNTY, TEXAS**

AWARD OF COMMISSIONERS

On April 14, 2021 at the Recreation Center in San Marcos, Texas, this proceeding was heard by the persons whose names and signatures appear at the bottom of this Award for the purpose of assessing the damages resulting from this proceeding in eminent domain. Plaintiff appeared through its duly authorized representative and attorney, James S. Frost. Defendant(s), PERCH OR FLOUNDER, LLC, appeared (in person), (in person and through his/her/its attorney Patrick Reznik or (did not otherwise appear).

Defendant (s) TEXAS REGIONAL BANK, CUSTODIAN, appeared (in person), (in person and through his/her/its attorney _____ or (did not otherwise appear).

All parties to the proceeding were properly before the special commissioners. The special commissioners find:

1. On September 9, 2020, Plaintiff filed a written petition with the County Clerk, Hays County, Texas, seeking judgment for permanent and temporary easements over, upon, across and under the land described in Exhibit "A" attached hereto.

SEE ATTACHED EXHIBIT "A" Johnson

2. On September 21, 2020, Chris ~~Johns~~ XXXX, Judge of the County Court at Law 2, Hays County, Texas, appointed Linda A. Rodriguez, Brad Tuttle, David Esparza, ~~Josh Erwin~~ and ~~Doug Montgomery~~, three (3)

disinterested freeholders of Hays County, Texas, as special commissioners to assess the damages resulting from this eminent domain proceeding

3. These special commissioners were duly qualified, and each took the oath prescribed by law in which each swore to assess the damages fairly and impartially and in accordance with law. Copies of these oaths are on file with the papers in this proceeding.

4. Having been sworn, the special commissioners, on March 24, 2021, promptly set April 14, 2021 at 10 o'clock a.m., at the San Marcos Recreation Center , 170 Charles Austin Drive in San Marcos, Texas 78666 as the time and place for hearing the parties. The day appointed was the earliest practicable day, and the place selected was at the county seat of the county in which the property is situated.

5. Notice in writing was issued by the commissioners to each of the parties interested, notifying them of the time and place selected for the hearing.

6. The notices were served upon the parties at least 20 days before the day set for the hearing, exclusive of the day of the service, and they were served by a person competent to testify, by delivering a copy of the notice to each party or the party's agent or attorney. The commissioners received the return of citation and notice of hearing to Defendant(s) on or before the day set for hearing.

7. After service of the notice had been perfected, the commissioners, at the time and place appointed, proceeded to hear the parties, all of whom announced ready for hearing. Evidence was received, and argument was submitted by the parties.

8. After hearing the evidence and arguments as to the value of the property sought to be condemned and as to the damages which will be sustained by the owner, if any, by reason of the condemnation and as to the benefits that will result to the remainder of the property

belonging to the owner, if any, by reason of the condemnation of the property and its employment for the purpose for which it is to be condemned, the special commissioners assess the actual damages that will accrue to the Defendants by the condemnation as follows:

Twelve thousand and no/100 dollars ($12,000.00

We adjudge the costs against plaintiff for the reasons provided by law.

We certify that we spent approximately 5 hours each, including travel time, in service in this matter.

On the 14 day of April, 2021, we have reduced our decision to writing and have signed that decision on that date.

Special Commissioner

Special Commissioner

Special Commissioner

This award of the special commissioners was filed with the Court on the day the decision was made or on the next working day after the day the decision was made. It is ordered that each special commissioner receive the sum of $1500.00 as a reasonable fee for services in this proceeding.

SIGNED this 15th day of April, 2021.

JUDGE PRESIDING

PARTIES TO BE NOTIFIED:

PERCH OR FLOUNDER, LLC
C/O Patrick Reznik
14101 W Highway 290 Ste 1100
Austin, TX 78737

TEXAS REGIONAL BANK, CUSTODIAN
C/O Michael Scaief, Registered Agent
6779 West Interstate 2
Harlingen, Texas 78552

EXHIBIT "A"

City of San Marcos
J. M. Veramendi Survey No. 1, Abstract No. 17
Hays County, Texas

January 28, 2019

Parcel 12

BEING A 0.1454 ACRE TRACT OF LAND IN SAN MARCOS, TEXAS, SITUATED IN THE J. M. VERAMENDI SURVEY NO. 1, ABSTRACT No. 17 IN HAYS COUNTY, TEXAS, SAID 0.1454 ACRE TRACT OF LAND BEING A PORTION OF A 6.854 ACRE TRACT OF LAND (BY DEED), DEEDED TO PERCH OR FLOUNDER, LLC, AS RECORDED IN VOLUME 5179 PAGE 172 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 0.1454 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "GORRONDONA" set in the southwest line of said 6.854 acre tract of land and the existing northeast right-of-way line of River Road (variable right-of-way width, no record found) at the intersection of the existing northeast right-of-way line of River Road with the proposed southeast right-of-way of Uhland Road, from which a 1/2 inch iron pipe found for a point of curvature in the southwest line of said 6.854 acre tract of land and in the existing northeast right-of-way line of River Road, bears South 31 degrees 52 minutes 54 seconds East, with the southwest line of said 6.854 acre tract of land and with the existing northeast right-of-way line of River Road, a distance of 175.67 feet;

THENCE North 31 degrees 52 minutes 54 seconds West, with the existing northeast right-of-way line of River Road and with the southwest line of said 6.854 acre tract of land, a distance of 55.07 feet to a 1/2 inch capped iron rod found land at the intersection of the northeast right-of-way line of River Road with the existing southeast right-of-way line of Uhland Road (variable right-of-way width, no record found), for the most westerly corner of said 6.854 acre tract of land ;

THENCE North 55 degrees 18 minutes 08 seconds East, with the existing southeast right-of-way line of Uhland Road, being the northwest line of said 6.854 acre tract of land, a distance of 115.14 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the intersection of the existing southeast right-of-way line of Uhland Road with the proposed southeast right-of-way line of Uhland Road, from which a 1/2 inch iron rod with cap stamped "5687" found for a point of curvature in the northwest line of said 6.854 acre tract of land and the existing southeast right-of-way line of Uhland Road, bears North 55 degrees 18 minutes 08 seconds East, with the with the existing southeast right-of-way line of Uhland Road and with the northwest line of said 6.854 acre tract of land, a distance of 381.98 feet;

THENCE, crossing through said 6.854 acre tract of land, with the proposed southeast right-of-way line of Uhland Road, the following two (2) courses:

(1) South 31 degrees 52 minutes 54 seconds East, a distance of 55.07 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

(2) South 55 degrees 18 minutes 08 seconds West, a distance of 115.14 feet to the **POINT OF BEGINNING** and containing 0.1454 acre or 6,333 square feet of land, more or less.

Notes:

All distances and areas shown herein are surface values.

Basis of bearing is the Texas State Plane Coordinate System, South Central Zone 4204, with horizontal datum of NAD83.

Controlling monuments referenced herein are as found on the date of the on-the-ground survey.

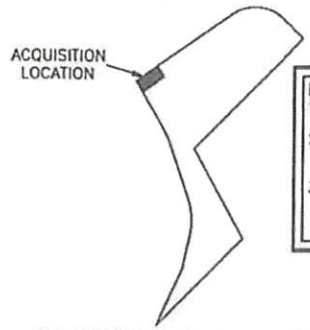
This legal description is accompanied by a plat of even survey date.

I, David R. Hartman, Registered Professional Land Surveyor No. 5264, licensed in the State of Texas, do hereby certify that this legal description is true and correct and was produced from an actual on-the-ground survey under my direct supervision.

David R Hartman 1/28/19

David R. Hartman, R.P.L.S.
Registered Professional Land Surveyor No. 5264
TBPLS Firm No. 10106900
Gorrondona and Associates, Inc.
4201 W. Parmer Lane, Building A, Suite 150
Austin, Texas 78727
(512) 719-9933

EXHIBIT "A"

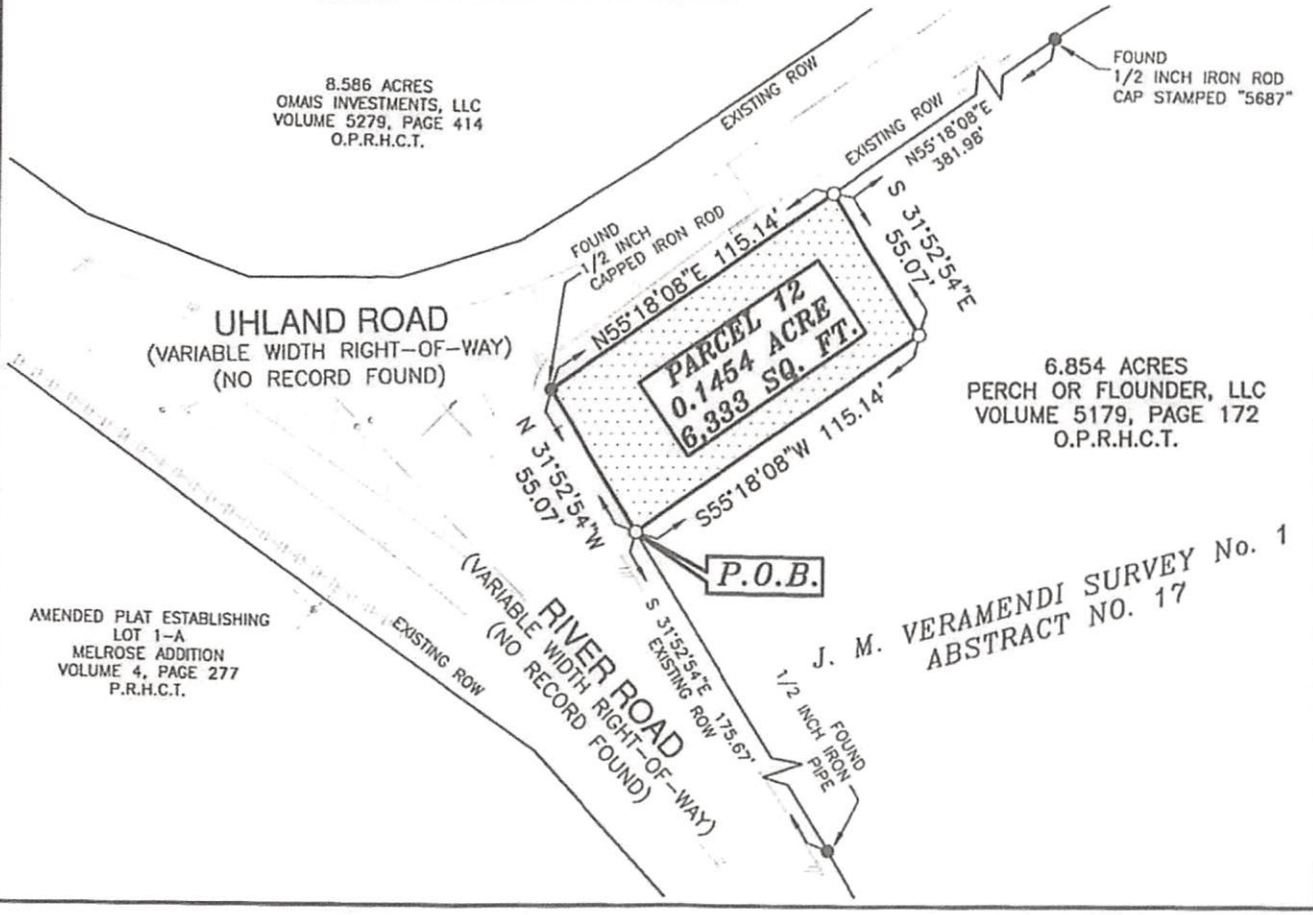


NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, SOUTH CENTRAL ZONE 4204, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

LEGEND
● = MONUMENT FOUND (AS NOTED)
○ = 5/8" IRON ROD WITH CAP STAMPED "GORRONDONA" SET
△ = CALCULATED POINT
O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.R.H.C.T. = PLAT RECORDS HAYS COUNTY, TEXAS
D.R.H.C.T. = DEED RECORDS HAYS COUNTY, TEXAS

N

60 30 0 60
SCALE IN FEET



City of San Marcos, Texas

UHLAND ROAD

TYPE OF EXHIBIT: RIGHT-OF-WAY			
OWNER: PERCH OR FLOUNDER, LLC			
SURVEY: J. M. VERAMENDI SURVEY No. 1, ABSTRACT NO. 17			
LOCATION: SAN MARCOS, HAYS COUNTY, TEXAS			
ACQUISITION AREA: 6,333 SQUARE FEET OR 0.1454 ACRE			
WHOLE PROPERTY ACREAGE: 6.854 ACRES (BY DEED)			
JOB No. FNI_11718.00	DRAWN BY: DRH	CHECKED BY: DRH	CAD FILE: FNI_1718.00-P-12.DWG
DATE: JANUARY 28, 2019	PAGE 3 OF 3		SCALE: 1" = 60'

STATE OF TEXAS
REGISTERED
DAVID R. HARTMAN
5264
PROFESSIONAL
LAND SURVEYOR

1/28/19

GORRONDONA & ASSOCIATES, INC. • 4201 WEST PARMER LANE, BUILDING A, SUITE 150, AUSTIN, TX. 78727 • 512-719-9933 FAX 512-719-9944

FILED
7/26/2021 3:12 PM
Elaine H. Cardenas
County Clerk
Hays County, TX

NO. 20-1235-C

CITY OF SAN MARCOS, TEXAS
Plaintiff
v.
PERCH OR FLOUNDER, LLC
And TEXAS REGIONAL BANK,
CUSTODIAN, Defendants

§
§
§
§

IN THE COUNTY COURT
AT LAW NUMBER 2

DISCLAIMER

TO THE HONORABLE JUDGE OF THE COURT:

NOW COMES **Texas Regional Bank, Custodian** named as Defendant in the above cause, and would show the Court that this Defendant neither owns, claims, nor asserts any right, title, interest or right of possession, custodial or otherwise, to or for any of the named Defendants in this case or to any of the property sought to be condemned or to any loans secured by said property.

WHEREFORE, said Defendant, enters this disclaimer and prays that no costs be adjudged against said Defendant.

Randy McLelland

Print Name: Randy McLelland, Exec. Vice President

Authorized, to sign this Disclaimer on behalf of
Texas Regional Bank

Copies to:

James S. Frost
Attorneys at Law
Via email: frost@frostlawoffice.com

AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Kandice BouttÃ©, County Administrator

Sponsor: Commissioner Smith

Agenda Item

PLN-2855-PC; Ratify approval of the Hawk Ridge Phase 2 Replat of lots 2-16 & 27. **SMITH/BOUTTÉ**

Summary

Hawk Ridge Phase 2 Replat of lots 2-16 & 27 will consist of seventeen (17) lots across 24.50 acres. The subject property is located along Evergreen Way in Austin and in Commissioner Precinct 4. Water utility will be accomplished through West Travis County PUA and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

Attachments

Cover Letter
Administrative Approval Letter
Plat
Location Map

Hays County Commissioners Court Agenda Request

Meeting Date: March 24th, 2026
Requested By: Marcial Aguilar, County Planner
Prepared By: Marcial Aguilar, County Planner
Department Director: Kandice Boutte
Sponsoring Court Member: Commissioner Walt Smith, Precinct 4.

AGENDA ITEM LANGUAGE:

PLN-2855-PC; Ratify approval for the Hawk Ridge Phase 2 Replat of lots 2-16 & 27.

BACKGROUND/SUMMARY OF REQUEST:

A. Hawk Ridge Phase 2 Replat of lots 2-16 & 27 is a proposed replat consisting of seventeen (17) lots across 24.5 acres.
B. The subject property is located along Evergreen Way in Austin and falls within Precinct 4.
C. Water utility is to be provided by West Travis County PUA. Wastewater treatment will be accomplished by individual on site sewage facilities.

STAFF COMMENTS:

Staff have 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:

Hays County Approval Letter

Plat

Location Map

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

Application Approved

Owner Information:

CATHARINE STEVEN VENTURES, LLC (KIRBY WALLS)

801 POLO CLUB DR., AUSTIN TX 78737

KIRBY@KIRBYWALLS.COM

Date: 3/13/2026

Project ID: PLN-2855-PC

Project Name: Hawk Ridge Phase 2 Replat of lots 2-16 & 27

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. Per Hays County Development Regulations Chapter 701§16.01, Communication with County "911" Coordinator:

Prior to submitting an Application, the Applicant or the Applicant's authorized agent is required to contact the County "911" Coordinator to confirm the suitability of the naming and designation of proposed roadways and to establish procedures for identifying the "911" addresses for the subdivision. Applications for subdivisions must confirm the suitability of the name and designations in conjunction with the Preliminary Plan.

As of 1/30/2026: 911 Technical street name review is approved.

2. Per Hays County Development Regulations Chapter 701§16.01, Communication with County "911" Coordinator:

Prior to submitting an Application, the Applicant or the Applicant's authorized agent is required to contact the County "911" Coordinator to confirm the suitability of the naming and designation of proposed roadways and to establish procedures for identifying the "911" addresses for the subdivision. Applications for subdivisions must confirm the suitability of the name and designations in conjunction with the Preliminary Plan.

As of 2/24/2026: 911 Technical street name review is approved.
As of 3/5/2026: 911 Technical street name review is approved.

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

Digital Data Review

1. **Per Section 1.0 and 4.0 of the Hays County Digital Data Submission Standards:**
   The digital data is denied and requires that the digital data file accurately reflect the submitted plat, application, and supporting documentation. The submitted file contains numerous errors and inconsistencies that do not align with these standards. Due to the extent of these issues, we will not be providing specific comments at this time.

   Please carefully review the Hays County Digital Data Submission Standards and revise the submitted data accordingly. The most up-to-date standards can be found here: https://hays-county-haysgis.hub.arcgis.com/pages/development-services.

   If you have questions or need further clarification, please e-mail hayscounty.gis@hayscountytx.gov.

   As of 02/10/2026: The submitted file is in the incorrect location and contains numerous errors. Specific comments will not be provided until a resubmittal.

   As of 03/02/2026, no updated digital data was received. The below comments are not adequately addressed per Hays County Digital Data Standards Section 1.0 and 4.0. Digital Data review is still denied.

   As of 03/09/2026 the digital data received 03/03/2026 does not adequately address the below comments per Hays County Digital Data Standards Section 1.0 and 4.0.

   As of 03/12/2026 the digital data resubmission received 03/12/2026 meets the below requirements. This comment is approved per Hays County Digital Data Standards Section 1.0 and 4.0.

2. Per Section 4.1 of the Hays County Digital Data Submission Standards
   There shall be the same amount of lots in the digital data as reflected in the plat.
   As of 03/09/2026: The current amount of lots shown in the digital data layer "LOTS" is "16" and does not match the plat PDF which shows "17". Please correct this so the digital data and plat PDF represent the same and correct number of lots. Please add Lot 7.

   As of 03/12/2026 the digital data resubmission received 03/12/2026meets the above requirement. This comment is approved per Hays County Digital Data Standards Section 4.1.

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

Floodplain Review

1. ***Per Hays County Development Regulations Chapter 705 § 5.06***
   Land established as open space shall consist of greenbelts, riparian corridors, habitat conservation areas and similar areas which are intended to remain in their natural state. Future development of the established open space shall be prohibited in perpetuity through the means of a conservation easement or equivalent legal instrument.
   2/9/2026 Add a note stating that development is prohibited within the greenbelt and drainage easement.
   As of 2/25/2026: Note was added; this comment is approved per Texas Local Gov't Code 232.0028(d).

On-Site Sewage Facility (OSSF) Review

1. ***Per Hays County Development Regulations Chapter 744 § 4.02***
   Facility Planning report is required with the proposal of OSSF.
   (A) an overall site plan;
   (B) a topographic map;
   (C) a 100-year floodplain map; s
   (D) a soil survey;
   (E) the locations of water wells;
   (F) the locations of easements,
   (G) a comprehensive drainage plan;
   (H) a complete report detailing the types of OSSFs

   2/9/2026 Multiple items are missing from the Facility Planning Report.

   As of 2/25/2026: With documents received, this comment is approved per Texas Local Gov't Code 232.0028(d).

2. **Per Hays County OSSF Rules Table 10-1.**
   Minimum lot size requirements.
   2/9/2026 Uncertain the lot size of lot #3, the minimum lot size requirement is 1 acre.
   As of 2/25/2026: Acrage was added to lot 3; this comment is approved per Texas Local Gov't Code 232.0028(d).

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.

   As of 02/10/2026: This comment has been added.
   As of 02/17/2026: Proof of posted notice has been uploaded. This comment has been approved.
   As of 03/02/2026: Proof of posted notice has been uploaded. This comment has been approved.

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

2. **Per Hays County Development Regulations Chapter 705 § 5.01 (A) General Information:** Name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within the County unless the subdivision is an extension of a pre-existing, contiguous subdivision. Applications for subdivisions which are an extension of a pre-existing, contiguous subdivision shall include a designation of the sequence order for each separate application (e.g. Phase II, Section 3, etc.)

   As of 02/10/2026: Include lot 16 in the replat name of sheet 1 since the replat also affects lot 16.
   As of 03/02/2026: This comment has been approved.

3. **Per Hays County Development Regulations Chapter 705 § 11.03 Replats (D):** Include a statement giving the reason for the proposed revision.

   As of 02/10/2026: Comment has just been added.
   As of 03/02/2026: This comment has been approved.
   As of 03/12/2026: This comment has been approved.

4. **General:**
   - Approval may not be granted until all Plat review deficiencies have been remedied.
   - 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.

   As of 02/10/2026: Comment has been added.
   As of 03/02/2026: There are remaining deficiencies. This comment has not been cleared.
   As of 03/13/2026: All comments have been cleared. This application is now approved.

Transportation Review

1. Transportation Department technical review is completed and approved on 2/10/26.

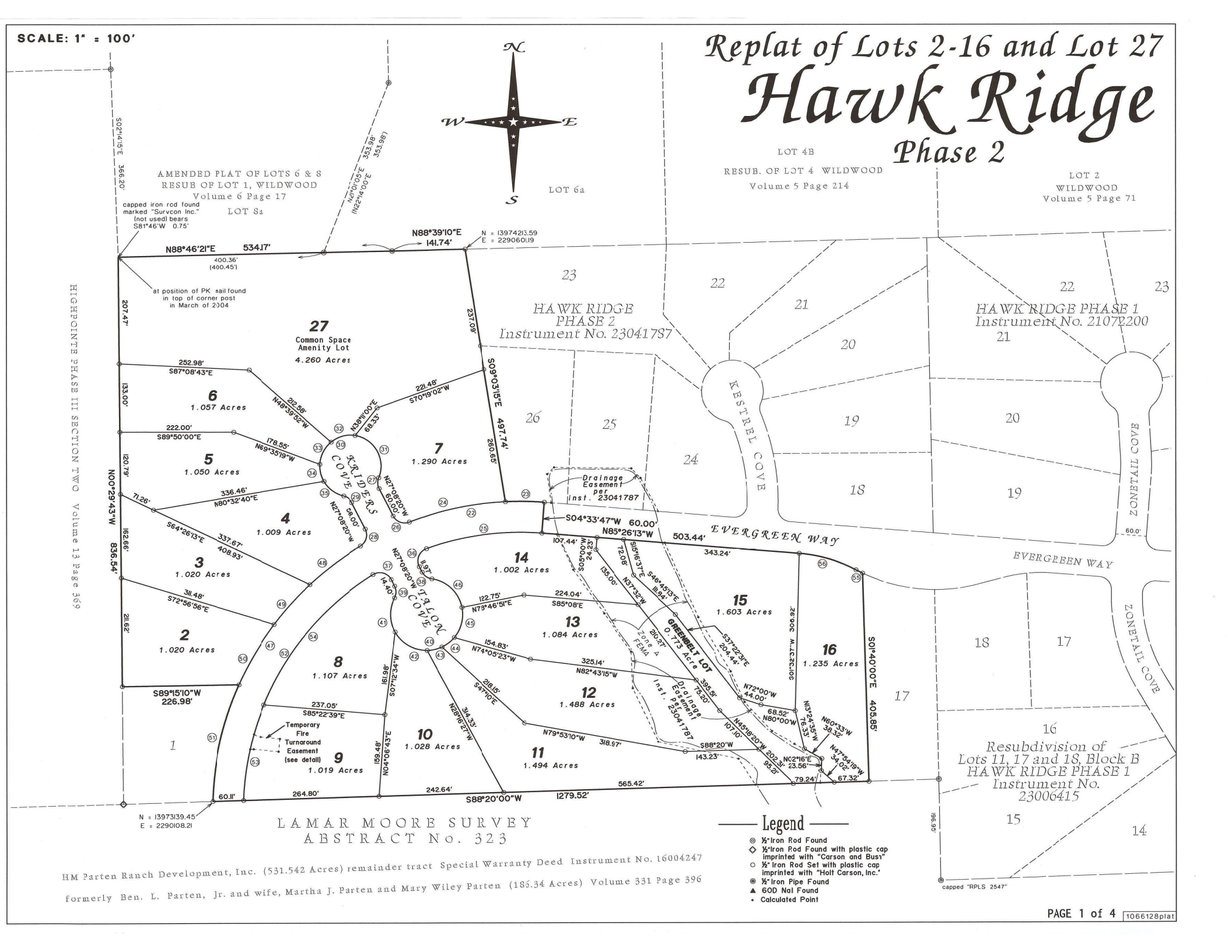
If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Marcial Aguilar
Planning Division
Hays County Development Services

SCALE: 1" = 100'

Replat of Lots 2-16 and Lot 27
Hawk Ridge
Phase 2



Legend

- ◎ ½"Iron Rod Found
- ◇ ½"Iron Rod Found with plastic cap imprinted with "Carson and Bust"
- ○ ½" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- ◉ ½" Iron Pipe Found
- ▲ 60D Nail Found
- • Calculated Point

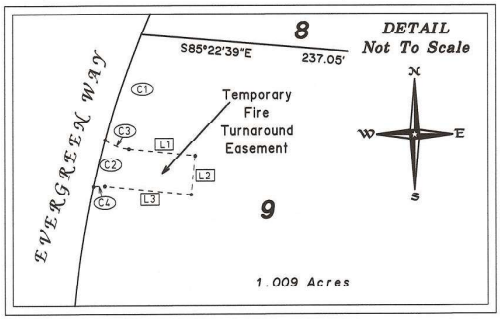
HM Parten Ranch Development, Inc. (531.542 Acres) remainder tract Special Warranty Deed Instrument No. 16004247

formerly Ben. L. Parten, Jr. and wife, Martha J. Parten and Mary Wiley Parten (185.34 Acres) Volume 331 Page 396

Replat of Lots 2-16 and Lot 27 Hawk Ridge Phase 2

CURVE DATA

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Δ= 27°48'31"	Δ= 2°27'19"	Δ= 25°21'12"	Δ= 23°32'08"	Δ= 87°21'54"	Δ= 93°25'47"	Δ= 24°10'16"
R= 330.00'	R= 330.00'	R= 330.00'	R= 281.00'	R= 25.00'	R= 25.00'	R= 450.00'
T= 81.69'	T= 7.07'	T= 74.23'	T= 50.54'	T= 23.00'	T= 26.54'	T= 96.35'
C= 158.60'	C= 14.14'	C= 144.84'	C= 114.62'	C= 34.53'	C= 36.40'	C= 188.43'
A= 160.17'	A= 14.14'	A= 146.02'	A= 115.43'	A= 38.12'	A= 40.77'	A= 189.84'
CB=S75°48'21"E	CB=S63°07'45"E	CB=S77°02'01"E	CB=S73°40'09"E	CB=N41°45'16"W	CB=S47°50'53"W	CB=N10°09'27"W
(8)	(9)	(10)	(11)	(12)	(13)	(14)
Δ= 13°40'06"	Δ= 10°30'10"	Δ= 22°12'08"	Δ= 45°38'51"	Δ= 54°35'37"	Δ= 279°04'02"	Δ= 6°53'54"
R= 450.00'	R= 450.00'	R= 390.00'	R= 25.00'	R= 25.00'	R= 60.00'	R= 60.00'
T= 53.93'	T= 41.36'	T= 76.52'	T= 10.52'	T= 12.90'	T= N/A	T= 3.62'
C= 107.10'	C= 82.37'	C= 150.18'	C= 19.39'	C= 22.93'	C= 77.66'	C= 7.22'
A= 107.35'	A= 82.49'	A= 151.13'	A= 19.92'	A= 23.82'	A= 292.24'	A= 7.22'
CB=N4°54'22"W	CB=N16°59'30"W	CB=S9°58'05"E	CB=N0°34'51"E	CB=S48°21'57"E	CB=S63°52'15"W	CB=N19°57'19"E
(15)	(16)	(17)	(18)	(19)	(20)	(21)
Δ= 63°07'45"	Δ= 49°20'34"	Δ= 38°50'19"	Δ= 44°41'22"	Δ= 76°10'09"	Δ= 23°01'07"	Δ= 47°52'15"
R= 60.00'	R= 60.00'	R= 60.00'	R= 60.00'	R= 60.00'	R= 540.00'	R= 600.00'
T= 36.86'	T= 27.56'	T= 21.15'	T= 24.66'	T= 47.02'	T= 109.96'	T= 266.33'
C= 62.81'	C= 50.09'	C= 39.90'	C= 45.62'	C= 74.02'	C= 215.49'	C= 486.85'
A= 66.11'	A= 51.67'	A= 40.67'	A= 46.80'	A= 79.76'	A= 216.95'	A= 501.30'
CB=N15°03'30"W	CB=N71°17'39"W	CB=S64°36'54"W	CB=S22°51'04"W	CB=S37°34'41"E	CB=N83°03'13"E	CB=S70°37'39"W
(22)	(23)	(24)	(25)	(26)	(27)	(28)
Δ= 25°36'42"	Δ= 7°16'51"	Δ= 18°19'51"	Δ= 24°18'15"	Δ= 83°54'35"	Δ= 49°40'47"	Δ= 85°59'29"
R= 600.00'	R= 600.00'	R= 600.00'	R= 540.00'	R= 25.00'	R= 25.00'	R= 25.00'
T= 136.38'	T= 38.17'	T= 96.81'	T= 116.28'	T= 22.47'	T= 11.57'	T= 23.31'
C= 265.98'	C= 76.19'	C= 191.14'	C= 227.35'	C= 33.43'	C= 21.00'	C= 34.10'
A= 268.20'	A= 76.25'	A= 191.96'	A= 229.06'	A= 36.61'	A= 21.68'	A= 37.52'
CB=S81°45'26"W	CB=N89°04'39"W	CB=S78°07'00"W	CB=N82°24'39"E	CB=N69°05'38"W	CB=N2°17'56"W	CB=S15°51'25"W
(29)	(30)	(31)	(32)	(33)	(34)	(35)
Δ= 49°40'47"	Δ= 279°21'34"	Δ= 102°51'00"	Δ= 49°06'44"	Δ= 47°17'31"	Δ= 33°10'39"	Δ= 46°55'41"
R= 25.00'	R= 60.00'	R= 60.00'	R= 60.00'	R= 60.00'	R= 60.00'	R= 60.00'
T= 11.57'	T= N/A	T= 75.23'	T= 27.41'	T= 26.27'	T= 17.07'	T= 26.04'
C= 21.00'	C= 77.65'	C= 93.82'	C= 49.87'	C= 48.13'	C= 34.26'	C= 47.78'
A= 21.68'	A= 292.54'	A= 107.70'	A= 51.43'	A= 49.52'	A= 34.74'	A= 49.14'
CB=S51°58'43"E	CB=S62°51'40"W	CB=N28°53'03"W	CB=S75°08'05"W	CB=S26°55'58"W	CB=S13°18'07"E	CB=S53°21'16"E
(36)	(37)	(38)	(39)	(40)	(41)	(42)
Δ= 97°23'51"	Δ= 94°52'00"	Δ= 54°37'25"	Δ= 54°37'24"	Δ= 289°14'49"	Δ= 56°38'35"	Δ= 61°27'23"
R= 25.00'	R= 25.00'	R= 25.00'	R= 25.00'	R= 70.00'	R= 70.00'	R= 70.00'
T= 28.46'	T= 27.22'	T= 12.91'	T= 12.91'	T= N/A	T= 37.73'	T= 41.61'
C= 37.56'	C= 36.82'	C= 22.94'	C= 22.94'	C= 81.05'	C= 66.42'	C= 71.54'
A= 42.50'	A= 41.39'	A= 23.83'	A= 23.83'	A= 353.38'	A= 69.20'	A= 76.73'
CB=N21°33'36"E	CB=S74°34'20"E	CB=N54°27'02"W	CB=S0°10'22"W	CB=N62°51'40"E	CB=S0°50'13"E	CB=S59°53'12"E
(43)	(44)	(45)	(46)	(47)	(48)	(49)
Δ= 24°44'50"	Δ= 24°49'52"	Δ= 51°01'33"	Δ= 70°32'36"	Δ= 57°15'17"	Δ= 11°54'40"	Δ= 9°58'07"
R= 70.00'	R= 70.00'	R= 70.00'	R= 70.00'	R= 600.00'	R= 600.00'	R= 600.00'
T= 15.36'	T= 15.41'	T= 33.41'	T= 49.51'	T= 327.50'	T= 62.59'	T= 52.33'
C= 30.00'	C= 30.10'	C= 60.30'	C= 80.84'	C= 574.93'	C= 124.51'	C= 104.26'
A= 30.23'	A= 30.34'	A= 62.34'	A= 86.18'	A= 599.57'	A= 124.73'	A= 104.39'
CB=N77°00'41"E	CB=N52°13'20"E	CB=N14°17'38"E	CB=N46°29'27"W	CB=S30°13'31"W	CB=S52°53'49"W	CB=S41°57'25"W
(50)	(51)	(52)	(53)	(54)	(55)	(56)
Δ= 13°01'30"	Δ= 22°21'00"	Δ= 56°02'00"	Δ= 20°16'33"	Δ= 35°45'27"	Δ= 2°27'19"	Δ= 23°32'08"
R= 600.00'	R= 600.00'	R= 540.00'	R= 540.00'	R= 540.00'	R= 330.00'	R= 281.00'
T= 68.49'	T= 118.53'	T= 287.33'	T= 96.56'	T= 174.19'	T= 7.07'	T= 58.54'
C= 136.10'	C= 232.57'	C= 507.31'	C= 190.10'	C= 331.56'	C= 14.14'	C= 114.62'
A= 136.40'	A= 234.05'	A= 528.10'	A= 191.10'	A= 337.01'	A= 14.14'	A= 115.43'
CB=S30°27'37"W	CB=S12°46'22"W	CB=N29°58'40"E	CB=N12°05'56"E	CB=N40°06'56"E	CB=S63°07'45"E	CB=S73°40'09"E



TURNAROUND EASEMENT NUMBERED COURSES	
L1	S 84°20'52" E - 38.08'
L2	S 05°39'08" W - 25.00'
L3	N 84°20'51" W - 49.61'

TURNAROUND EASEMENT CURVE DATA

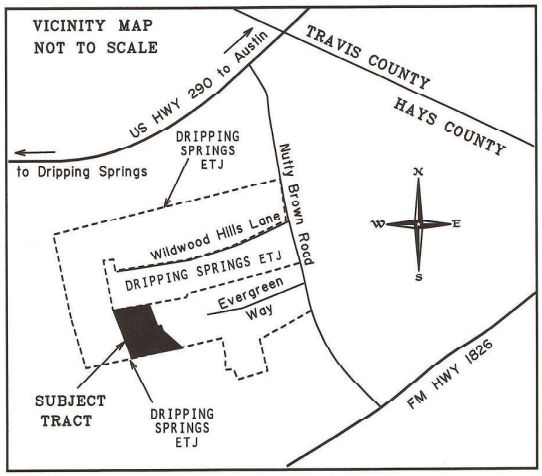
(C1)	(C2)	(C3)	(C4)
Δ= 6°25'52"	Δ= 2°55'03"	Δ= 32°22'57"	Δ= 15°01'06"
R= 540.00'	R= 540.00'	R= 25.50'	R= 25.50'
T= 30.33'	T= 13.75'	T= 7.40'	T= 3.36'
C= 60.58'	C= 27.49'	C= 14.22'	C= 6.66'
A= 60.61'	A= 27.50'	A= 14.41'	A= 6.68'
CB=N19°01'17"E	CB=N14°20'50"E	CB=S68°09'23"E	CB=N88°08'34"E

PLAT INFORMATION:

TOTAL AREA: 24.50 ACRES
TOTAL NUMBER OF LOTS: 17
AVERAGE SIZE OF LOTS: 1.44 ACRES
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5-10 ACRES: 1
NUMBER OF LOTS 2-5 ACRES: 0
NUMBER OF LOTS 1-2 ACRES: 15
NUMBER OF LOTS LESS THAN 1 ACRE: 1

STREETS	ROW WIDTH	LENGTH	TYPE
EVERGREEN WAY	60'	923'	Local Street
TALON COVE	60' with 70' radius	118'	Local Street
KRIDERS COVE	60'	146'	Local Street

ORIENTATION NOTE:
The orientation for this plat was based upon the State Plane Coordinate System. (4204 -- Texas South Central Zone)



1066128plat

Replat of Lots 2-16 and Lot 27
Hawk Ridge
Phase 2

THE STATE OF TEXAS
THE COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS:
THAT, CATHARINE STEVEN VENTURES, LLC, OWNER OF
LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 AND 27,
HAWK RIDGE PHASE 2, A SUBDIVISION IN HAYS COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT No. 23041787
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS CONVEYED TO
IT BY VIRTUE OF GENERAL WARRANTY DEED RECORDED IN INSTRUMENT No. 20059211
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,

DO HEREBY REPLAT SAID LOTS IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON
TO BE KNOWN AS

Replat of Lots 2-16 and Lot 27
HAWK RIDGE PHASE 2

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND
NOT RELEASED.

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

_____
KIRBY WALLS Authorized Agent for
CATHARINE STEVEN VENTURES, LLC
801 POLO CLUB DRIVE
AUSTIN, TEXAS 78737

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KIRBY WALLS
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF
_____ A.D. 20___.

_____
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS
OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

_____ _____
F.P. (TRES) HOWLAND, III PE 90451 DATE
TDI ENGINEERING, LLC
5906 OLD FREDERICKSBURG ROAD SUITE 300
AUSTIN, TEXAS 78749
TX FIRM 8601

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE
HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND
CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER
MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED
UNDER MY SUPERVISION.

_____ 2-17-2026
HOLT CARSON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704
FIRM 10050700

STATE OF TEXAS REGISTERED HOLT CARSON 5166 PROFESSIONAL LAND SURVEYOR

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF
AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY
OF _____ A.D. 20___, AT ____ O'CLOCK ___ M. IN THE PLAT RECORDS OF
HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20___.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY
THAT ON THE _____ DAY OF _____, A.D. 20___, THE COMMISSIONERS COURT
OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD
OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE
SAID COURT IN INSTRUMENT No.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20___.

_____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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

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

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

_____ _____
MARCUS PACHECO DIRECTOR ERIC VAN GAASBEEK R.S., C.F.M.
HAYS COUNTY DEVELOPMENT HAYS COUNTY FLOODPLAIN ADMINISTRATOR
SERVICES DEPARTMENT

WTCPUA FINAL PLAT NOTES

1. THE LOTS IN THIS SUBDIVISION RECEIVE POTABLE WATER SERVICE, EITHER DIRECTLY OR VIA WHOLESALE CONTRACT, FROM THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. AS SUCH, THE PROPERTY IS SUBJECT TO COMPLIANCE WITH THE TERMS SET FORTH IN THE MAY 24, 2000 UNITED STATES FISH AND WILDLIFE SERVICE MEMORANDUM OF UNDERSTANDING WITH THE LOWER COLORADO RIVER AUTHORITY.
2. NO LOTS IN THIS SUBDIVISION CONTAIN USFWS STREAM BUFFER ZONES AND/OR SENSITIVE FEATURE BUFFER ZONES AS INDICATED HEREON THAT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT OR OTHER ALTERATIONS.
3. IMPERVIOUS COVER SHALL COMPLY WITH THE WATER QUALITY PLAN APPROVED FOR THIS SUBDIVISION AND SHALL NOT BE ALTERED.
4. DECLARANT AGREES THAT THE LOTS IN THIS PLAT DOCUMENT ARE SUBJECT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OPTIONAL ENHANCED MEASURES.

THIS PLAT, REPLAT OF LOTS 2-16 AND LOT 27 HAWK RIDGE PHASE 2, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY.

APPROVED, THIS _____ DAY OF _____, 20 _____

BY:

_____
JENNIFER RIECHERS, GENERAL MANAGER
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

Replat of Lots 2-16 and Lot 27
Hawk Ridge
Phase 2

PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE JURISDICTION OF ANY MUNICIPALITY.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A (100 YEAR FLOOD PLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No. 48209C 0140 G, EFFECTIVE DATE OF JANUARY 17, 2025, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM WEST TRAVIS COUNTY PUA.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ADVANCED ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
10. THIS SUBDIVISION IS LOCATED WITHIN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT 2.
11. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE HAYS COUNTY STANDARD.
12. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
13. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY. THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
14. POST DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 15 AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
15. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
16. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICES DISTRICT No. 1 AND 6.
17. DEVELOPMENT IS PROHIBITED WITHIN THE GREENBELT AND DRAINAGE EASEMENT.
18. THESE REPLAT REVISIONS ARE TO ADJUST LOT LINES AND TO ALIGN TALON COVE AND KRIDERS COVE AS WELL AS TO ESTABLISH A GREENBELT LOT.

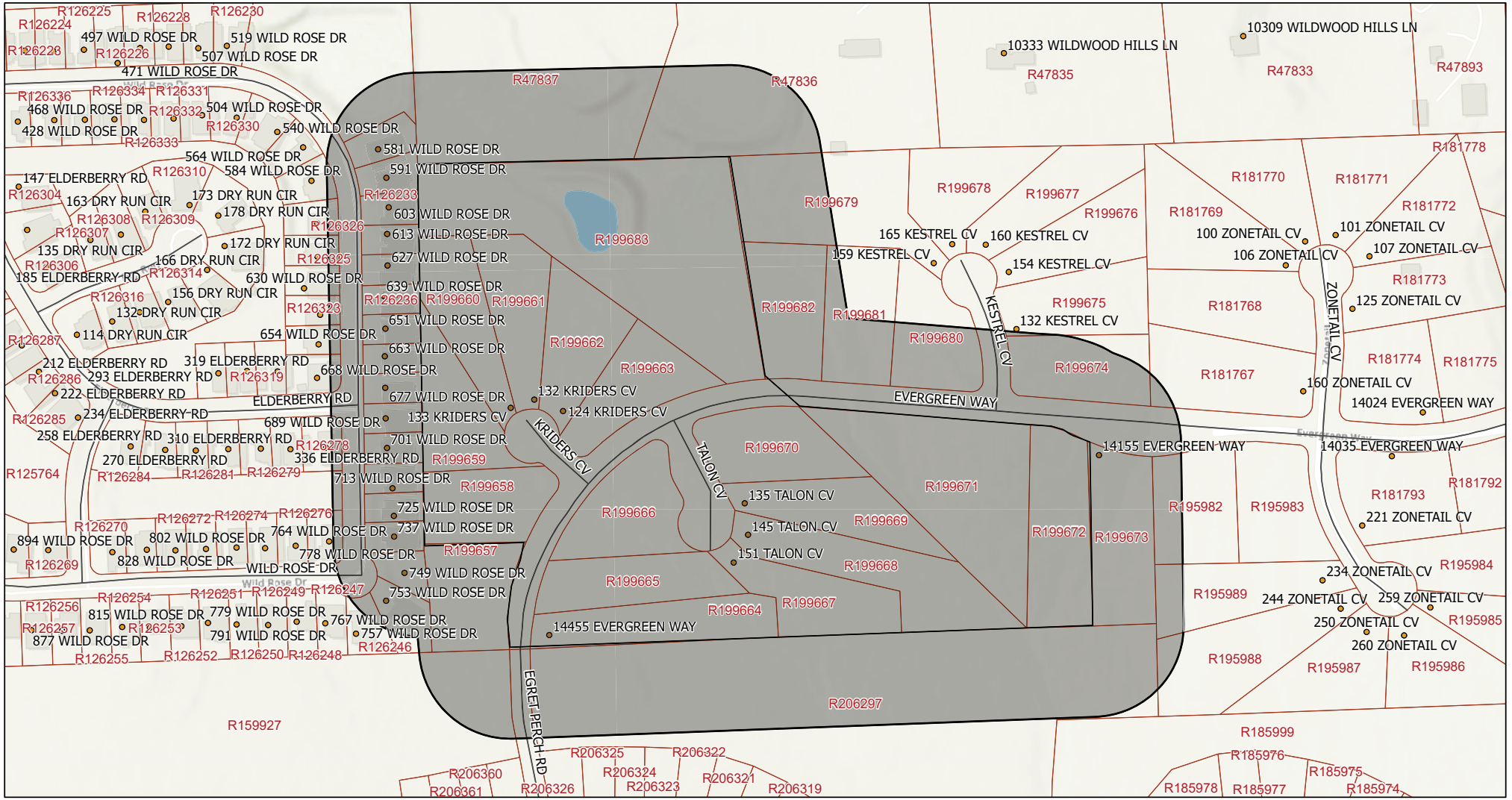
IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUME NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

PRIVATELY MAINTAINED PAVED STREETS:

CATHERINE STEVEN VENTURES, LLC, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS CATHERINE STEVEN VENTURES, LLC AND/OR THE HAWKRIDGE HOMEOWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. CATHERINE STEVEN VENTURES, LLC AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE HAWKRIDGE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

Hays County Development Services Map



2/12/2026, 12:09:52 PM

1:2,905

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

- Address Points
- Roads
- Hays County Boundary
- Hays County Parcels

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©

AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Villarreal-Alonzo

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept the Fiscal Year 2025 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants. **INGALSBE/VILLARREAL-ALONZO**

Summary

A representative of ABIP, PC will be present to discuss the report and to answer any related questions.

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Granjeno

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to adopt the Administrative Leave Policy in the personnel policies effective March 24, 2026. **BECERRA/GRANJENO**

Summary

Human Resources recommends adopting an Administrative Leave policy to establish a formal framework for placing employees on paid administrative leave when necessary to conduct workplace investigations, protect County operations, ensure workplace safety, or preserve the integrity of an investigative process. The policy clarifies that administrative leave is non-disciplinary in nature, maintains employee pay and benefits during the review period, and ensures consistent, fair handling of employee relations matters across all departments. Adoption of this policy aligns County practices with HR best practices and supports risk management, workplace safety, and due process.

Attachments

Admin Leave Form
Administrative Leave Policy
Administrative Leave Procedures

Hays County

Administrative Leave Request Form

Purpose:
This form is used to request and document the placement of an employee on administrative leave in accordance with Hays County policy. Administrative leave must be approved by the Department Head or Elected Official and reviewed by Human Resources. Payroll will confirm entry of the leave in the payroll/timekeeping system.

Section 1 – Employee Information

Employee Name: _____

Employee ID: _____

Position Title: _____

Department/Office: _____

Supervisor Name: _____

Work Location: _____

Section 2 – Administrative Leave Details

Paid Administrative Leave Reason:

Workplace Investigation
Protect County Operations

Ensure Workplace Safety
Preserve Integrity of the Investigative Process

Brief description of reason for administrative leave:

Is an investigation anticipated?

Yes
No

If yes, responsible party conducting investigation:

Department
Human Resources
External Investigator
Other: _____

Administrative Leave Start Date: _____

Administrative Leave Expected End Date (if known): _____

Is the employee restricted from County facilities during this leave?

Yes
No

If yes, specify restrictions:

Is the employee required to surrender County property?

Yes
No

If yes, list property collected (badge, keys, laptop, vehicle, etc.):

Section 3 – Employee Notification

Date employee was notified of administrative leave: _____

Method of notification:

In Person
Phone
Email
Written Notice

Employee instructions provided:

Remain available during work hours
Do not enter County facilities without authorization
Do not contact certain employees or parties involved
Other instructions provided (explain):

Section 4 – Department Authorization

I certify that the above administrative leave request is necessary and consistent with County policy. I understand that administrative leave is non-disciplinary unless otherwise determined through investigation.

Department Head / Elected Official Name: _____

Signature: _____

Date: _____

Section 5 – Human Resources Review

HR has reviewed this administrative leave request for compliance with County policy and documentation requirements.

Human Resources Director or Designee: _____

Signature: _____

Date: _____

Comments (if applicable):

Section 6 – Payroll Confirmation

Payroll has confirmed the administrative leave has been entered into the employee's timekeeping/payroll record.

Payroll Representative: _____

Signature: _____

Date: _____

Payroll Notes (if applicable):

Section 7 – HR Tracking

Case/Investigation Number (if applicable): _____

Administrative Leave Status:

Active
Extended
Employee Returned to Work
Other Action Taken

Date Closed: _____

Administrative Leave Policy

The County may place an employee on paid administrative leave when it determines that such leave is necessary to conduct a workplace investigation, protect County operations, ensure workplace safety, or preserve the integrity of the investigative process.

Administrative leave pending investigation is non-disciplinary in nature and does not imply wrongdoing or a presumption of misconduct. It is a temporary employment status used solely to allow for a fair, impartial, and thorough review of the matter.

Employees placed on paid administrative leave:

- Will continue to receive their regular base pay and benefits
- Must remain available during normal work hours
- Must comply with all investigative instructions
- May be restricted from entering County facilities or contacting certain employees or clients unless authorized
- May be required to surrender County property pending the outcome of the investigation

Administrative leave will last only as long as reasonably necessary to complete the investigation or review of the matter. At the conclusion of the review, the County may return the employee to duty, extend administrative leave if justified, or take appropriate employment action consistent with County policy.

The Elected Official or Department Head retains the final authority to determine whether administrative leave will be granted for employees within their office or department. However, departments must follow the established County procedures for placing an employee on administrative leave, including coordination with and notification to Human Resources and Payroll.

The Human Resources Director or designee must be notified immediately when an employee is placed on administrative leave to ensure compliance with County policies, documentation requirements, and applicable employment laws.

Nothing in this policy limits the County's authority to impose disciplinary action where warranted. Placement on administrative leave does not alter the at-will employment relationship. This policy does not apply to Sheriff's Office employees covered under the Collective Bargaining Agreement.

Hays County

Administrative Leave Procedures

Purpose

These procedures establish the process departments must follow when placing an employee on administrative leave in accordance with the Hays County Administrative Leave Policy. Administrative leave may be used when necessary to conduct a workplace investigation, protect County operations, ensure workplace safety, or preserve the integrity of an investigative process.

Step 1 – Determination of Need for Administrative Leave

When a situation arises that may require administrative leave, the Department Head or Elected Official in consultation with Human Resources, must evaluate whether administrative leave is necessary to:

- Conduct a workplace investigation
- Protect County operations
- Ensure workplace safety
- Preserve the integrity of an investigative process

The Department Head or Elected Official has final authority to determine whether administrative leave will be granted for employees within their department or office.

Before placing an employee on administrative leave, departments should coordinate with Human Resources to ensure compliance with County policy and applicable employment laws.

Step 2 – Completion of Administrative Leave Request Form

The department must complete the Administrative Leave Request Form to document the action.

The form must include:

- Employee identification information
- Reason for administrative leave
- Whether an investigation is anticipated
- Administrative leave start date
- Any restrictions on the employee
- Whether County property must be surrendered
- Date and method of employee notification

The Department Head or Elected Official must sign the form authorizing the administrative leave.

Step 3 – Employee Notification

The department must notify the employee that they are being placed on administrative leave.

The employee must be informed that:

- Administrative leave is non-disciplinary
- They will continue to receive regular base pay and benefits
- They must remain available during normal work hours
- They must follow all instructions related to the investigation
- They may be restricted from entering County facilities or contacting certain employees

The department must document the date and method of notification on the request form.

Step 4 – Submission to Human Resources

Immediately after the employee is placed on administrative leave, the department must submit the completed Administrative Leave Request Form to Human Resources.

Human Resources will:

- Review the request for compliance with County policy
- Provide guidance regarding investigative procedures if necessary
- Maintain documentation related to the administrative leave

Human Resources will sign the form to confirm the policy review.

Step 5 – Payroll Notification

After Human Resources review, the form will be forwarded to Payroll.

Payroll will:

- Enter the administrative leave into the employee's payroll/timekeeping record
- Confirm the administrative leave is entered into the employee's payroll/timekeeping record."

Payroll will sign the form indicating the leave has been entered and confirmed.

Step 6 – Monitoring Administrative Leave

Administrative leave will last only as long as reasonably necessary to complete the investigation or review of the matter.

During administrative leave:

- The department must ensure the employee remains available during normal work hours if required.
- The department must maintain communication with Human Resources regarding the status of the review or investigation.
- Any extensions of administrative leave must be documented and communicated to Human Resources and Payroll.

Step 7 – Resolution

At the conclusion of the investigation or review, the department will determine the appropriate action, which may include:

- Return of the employee to duty
- Extension of administrative leave (if justified)
- Implementation of corrective or disciplinary action consistent with County policy

The department must notify Human Resources and Payroll of the outcome so the administrative leave status can be updated.

Human Resources will update the HR Tracking section of the Administrative Leave Request Form to document the final disposition.

Step 8 – Record Retention

The completed Administrative Leave Request Form and related documentation will be maintained by Human Resources in accordance with County records retention policies.

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 03/24/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to amend the Southside Community Center Social Services Contract for FY 2026, adding one-time funding of $100,000.00 to assist the community with housing insecurity and amend the budget accordingly. **INGALSBE/BOUTTE**

Summary:

To help address the needs within our community, additional funds will be provided to Southside Community Center to assist Hays County residents with housing security through the home stabilization program.

Fiscal Impact:

Amount Requested: $100,000.00
Line Item Number: 121-752-00.5600

Budget Office:

Source of Funds: Tobacco Settlement Funds
Budget Amendment Required Y/N?: Yes
Comments: Recommend use of Tobacco Settlement Funds for this unforeseen expense.
$100,000 - Increase Project Contributions 121-752-00.5600
($100,000) - Decrease Contract Services 121-752-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments: Social Services

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Southside Community Center Amendment

1st AMENDED CONTRACT BETWEEN HAYS COUNTY AND SOUTHSIDE COMMUNITY CENTER

STATE OF TEXAS §
§
COUNTY OF HAYS §

SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between the County of Hays, hereinafter referred to as "County", represented by County Judge Ruben Becerra, and Southside Community Center hereinafter referred to as "Contractor" represented by Deborah Villalpando, Executive Director. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described. Failure to comply with any item(s) of this contract can delay future quarterly payments until the item(s) of non-compliance is resolved.

SECTION II. CONTRACTOR PERFORMANCE

The Contractor shall administer programs that help Hays County families find proper resources for medical care, food and shelter including a housing rehabilitation program, food distribution, emergency shelter and direct assistance.

SECTION III. CONTRACT PERIOD

The period for performance of this contract shall commence October 1, 2025 and shall terminate September 30, 2026.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the sum of $25,000. The County's financial obligation shall be paid in four quarterly installments, each of which shall be paid within thirty (30) days of that Contractor submits the reports required by Section V of this agreement. An additional $100,000 is added effective March 24, 2026, as a one-time contribution to be paid to the Contractor in full.

SECTION V. REPORTS

The parties acknowledge that the funds expended under this contract are public funds that must be carefully monitored to ensure proper distribution. The County is legally obligated pursuant to the Texas Constitution to accurately report the manner in which the public funds are expended. To meet this requirement, the Contractor must submit a financial status report on the form attached hereto and incorporated as Exhibit "A" to the Hays County Auditor on the following dates.

February 2, 2026 for 1st quarter report (October 1 through December 31, 2024)
May 4, 2026 for 2nd quarter report (January 1 through March 31, 2025)
August 3, 2026 for 3rd quarter report (April 1 through June 30, 2025)
November 2, 2026 for 4th quarter report (July 1 through September 30, 2025)

THE CONTRACTOR IS HEREBY NOTIFIED THAT THE FAILURE TO SUBMIT THE FINANCIAL STATUS REPORTS ON THE DATES NOTED ABOVE MAY RESULT IN THE AUTOMATIC TERMINATION OF THIS CONTRACT.

SECTION VI. COUNTY MONITORING

The Contractor shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VII. SUBCONTRACTS

The Contractor shall subcontract for the performances specified herein only where such subcontracts and the subcontractors are expressly specified herein or with the prior written approval of such subcontracts and subcontractors by the County. The Contractor, in subcontracting any of the performances hereunder, shall legally bind subcontractors to perform subject to all the duties, requirements, and obligations specified of Contractor herein with respect to such performance or any portions thereof.

In no event shall any provision of this section, specifically including the requirement that the Contractor obtain the prior approval of the County on the Contractor's subcontracts, be construed as relieving Contractor of the responsibility for ensuring that the performance rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this contract as if the performance rendered were rendered by Contractor hereunder.

SECTION VIII. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

SECTION IX. CONFLICT OF INTEREST

No official or employee of the County and no employee of the Contractor, and no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTIONX. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor as such, agrees to hold the County harmless and to indemnify it from and 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 services to be performed by the Contractor under this contract.

SECTION XII. EQUAL OPPORTUNITY

A. Nondiscrimination

The Contractor assures 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 the Contractor's control.

B. Nonsegregated Facilities

The Contractor certifies that all employee facilities under its control are provided in such a manner that segregation, whether by habit, local custom, or otherwise, on the basis of race, religion, color, or national origin, cannot result. Further, the Contractor will not assign or permit employees to perform services at any location under its control where facilities are segregated. Identical certifications from any proposed subcontractors will be obtained by the Contractor as a condition of subcontract award.

C. Employment (Race, Religion, Color, Sex or National Origin)

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.

2. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national ongm

3. The Contractor will comply with all applicable equal opportunity laws, rules, regulations and orders.

4. The Contractor will furnish all information and reports and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with equal opportunity and affirmative action.

5. In the event of the Contractor's noncompliance with the equal opportunity conditions of this contract, this contract may be canceled, terminated, or suspended in whole or in part; the Contractor may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

(Physical or Mental Handicap)

6. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employee is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat

qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(Age)

7. The Contractor will not discriminate in employment against any person because of their age or specify, in solicitations or advertisements, a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

D. Real and Personal Property

The Contractor agrees that, as owner, lessee, assignee or managing agent of real or personal property, it will not refuse to rent, lease, sell or otherwise deny such property to any person(s) because of race, color, religion, sex or national origin; nor will the Contractor discriminate in the terms or privileges of the rental, lease or sale or in the furnishing of services in connection therewith. Advertisements, solicitations, notices, statements, or circulations pertaining thereto will not limit, prefer, or discriminate on the basis of race, color, religion, sex or national origin.

E. Minority and Female Entrepreneurship

Consonant with and in furtherance of equal opportunity under law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and service, in the use of real or personal property, and in contracting for construction. In all instances, affirmative emphasis will be given to minority-owned and female-owned businesses offering comparable quality and value. The Contractor will similarly require equal opportunity/affirmative action on behalf of minority-owned and female-owned businesses in its financial agreements.

SECTION XIII. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XIV. 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 XV. LEGAL AUTHORITY

A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passes or taken giving the Contractor legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.

B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reason set aside in this contract.

SECTION XVI. AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under this contract by the County audit staff, or a certified public accountant.

SECTION XVII. GEOGRAPHIC AND CLIENT COVERAGE

The Contractor shall provide performances under this contract only within Hays County and shall service only citizens or residents of Hays County in using the funds provided by the County hereunder, except in an emergency situation wherein it is a dire necessity that a non-citizen or non-resident of Hays County, but who is at the time of service in Hays County, receive service from Contractor, in the expenditure of funds provided hereunder, on a temporary basis.

SECTION XVIII. EARLY TERMINATION

A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty days prior to the effective date of such termination. Should neither party exercise their right to terminate, this contract shall terminate in accordance with the provision of Section III.

B. Upon termination or receipt of notice to terminate whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate, any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.

C. In no event shall the County be liable to the Contractor or the Contractor's creditors for expenses incurred after termination date.

D. In the event that the Contractor has not exhausted the amount of money allocated to it in Section IV at the date of termination, the Contractor shall return to the County within thirty (30) days and in the manner prescribed by the County all unexpended and uncommitted funds.

WITNESS OUR HANDS EFFECTIVE THIS 24th of March, 2026.

_____

Contractor Signature

_____

Type or print name

Approved and accepted on behalf of the County of Hays.

_____

Ruben Becerra

Hays County Judge

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Kandice Boutte, Interim Director, Hays County Development Services

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to consider granting a variance to Hays County Development Regulations Chapter 705§5.05 - Table 705.5.01 Minimum Lot Size for the Hays Commons, Preliminary Plan (PLN-2894-PRE).
BECERRA/BOUTTÉ

Summary

Hays Commons, Preliminary Plan proposes 370 lots across 340.88 acres. Water and Wastewater utility will be accomplished via the Hays Commons MUD (Municipal Utility District). The subject property is located along Old Bliss Spillar Road (Southwest corner of proposed SH 45 & FM 1626) in Precinct 4.

The applicant for the project has requested a variance to Hays County Development Regulations Chapter 705§5.01-Table 705.5.01.
Chapter 705§5.05 - Table 705.5.01 lays out the minimum lot size requirements within the Subdivision Regulations section of the Hays County Development Regulations. For developments using a Public Groundwater System in the Edwards Aquifer Recharge Zone with a TCEQ (Texas Commission on Environmental Quality) Permitted Public System for wastewater, the minimum lot size is 0.75 of an acre. With an estimate of 150± acres proposed for residential development out of the total 340.88 acre tract, at 0.75 of an acre per lot the estimated density allowed would equate to roughly 200 single-family residential lots *versus* 370 single-family residential lots consisting of 0.16-0.20 of an acre per lot.

Justification for the variance request is included in the back-up.

Attachments

Prelim Plan
Variance Request

HAYS COMMONS
PRELIMINARY PLAN
S.H. 45 & F.M. 1626

I, BRIAN FALTESEK, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 48209C0165G, #48209C0145G, #48209C0280G, AND #48209C0260G, EFFECTIVE DATE OF JANUARY 17, 2025, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND SHALL BE CONTAINED WITHIN THE RIGHTS OF WAY, OPEN SPACE, AND DRAINAGE EASEMENT LOTS, AND DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAN.

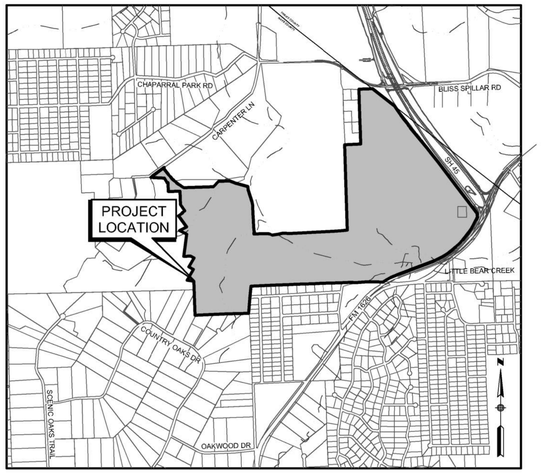
STATE OF TEXAS
BRIAN W. FALTESEK
105982
LICENSED
PROFESSIONAL ENGINEER

LICENSED PROFESSIONAL ENGINEER — DATE 1/5/2026

REVIEWED BY:

HAYS COUNTY DIRECTOR OF TRANSPORTATION — DATE

HAYS COUNTY E.S.D. #2 & #8 — DATE



LOCATION MAP
SCALE: N.T.S.

LAND USE SUMMARY			
LAND USE	**ACRE**	**# OF LOTS**	**% OF PROJECT**
SINGLE FAMILY	72.15	346	21.2%
LANDSCAPE / OPEN SPACE	4.82	13	1.4%
LANDSCAPE / OPEN SPACE / UTILITY	0.78	1	0.2%
OPEN SPACE / UTILITY	13.97	3	4.1%
OPEN SPACE	198.92	4	58.4%
COMMERCIAL	10.73	1	3.1%
AMENITY	3.53	1	1.0%
UTILIY	10.17	1	3.0%
PUBLIC ROW	25.80		7.6%
TOTAL	**340.88**	**370.00**	**100.0%**

RESIDENTIAL LOT SIZE	NO.
> 3 Ac.	8
1 - 3 Ac.	4
15,000 ft^2 - 1 Ac.	9
10,000 - 15,000 ft^2	91
0 - 10,000 ft^2	258
TOTAL LOT NO.	370
AMENITY	1
COMMERCIAL	1
UTILITY	1

SUBMITTAL DATE: OCTOBER 24, 2025

LEGAL DESCRIPTION

TRACT 1
BEING A.L OF THAT CERTAIN 328.80 ACRE TRACT OF LAND, MORE OR LESS, OIUT OF THE JOHN G. MCGEHEE SURVEY NO. 6, ABSTRACT NO. 12, SITUATED IN TRAVIS AND HAYS COUNTIES, TEXAS, AND THE PHILLIP J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1, SITUATED IN HAYS COUNTY, TEXAS, WHICH INCLUDES THAT CERTAIN 1.667 ACRE TRACT OF LAND, MORE OR LESS, OUT OF JOHN G. MCGEHEE SURVEY NO. 6, ABSTRACT NO. 12, SITUATED IN HAYS COUNITY, TEXAS.

TRACT 2
BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 12.08 ACRES, MORE OR LESS, SITUATED IN THE JOHN G. MCGEHEE SURVEY NO. 6, ABSTRACT NO. 12, HAYS COUNTY, TEXAS.

OWNERS: HAYS COMMONS LAND INVESTMENTS LP
2100 NORTHLAND DR.
AUSTIN, TX 78756
CONTACT PERSON: SHANI ARMBRUSTER
PHONE # (512) 477-2400

ENGINEER: LJA ENGINEERING INC.
TBPELS FIRM # F-1386
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN TEXAS 78735
CONTACT PERSON: BRIAN FALTESEK, P.E.
PHONE # (512) 439-4700
FAX # (512) 439-4716

SURVEYOR: LJA SURVEYING, INC.
TBPELS FIRM # 10194382
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
CONTACT PERSON: ROBERT J. GERTSON
PHONE# (512) 439-4700

REVISIONS / CORRECTIONS

Number	Description	Revise (R) Add (A) Void (V) Sheet No.'s	Total # Sheets in Plan Set	D.S. Approval-Date	Date Imaged	Hays County Approval Date

HAYS COMMONS
PRELIMINARY PLAN

SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	INDEX
3	PRELIMINARY PLAN - SHEET 1
4	PRELIMINARY PLAN - SHEET 2
5	PRELIMINARY PLAN - SHEET 3
6	PRELIMINARY PLAN - SHEET 4
7	PRELIMINARY PLAN - SHEET 5
8	PRELIMINARY PLAN - SHEET 6
9	LINE AND CUREVE TABLES

NOTES:

1. THIS PLAN IS LOCATED WITHIN HAYS COUNTY OUTSIDE OF ANY CITY EXTRATERRITORIAL JURISDICTION.
2. A PORTION OF THIS PLAN LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE RECHARGE ZONE AND TRANSITION ZONE OF THE EDWARDS AQUIFER.
4. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
5. THIS PLAN IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
6. A PORTION OF THE PLAN LIES WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0165G, #48209C0145G, #48209C0280G, AND #48209C0260G, EFFECTIVE DATE OF JANUARY 17, 2025, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, HAYS COUNTY, TEXAS.
7. WATER SERVICE WILL BE PROVIDED BY THE PROPOSED HAYS COMMONS MUNICIPAL UTILITY DISTRICT OR OTHER STATE APPROVED PUBLIC WATER SUPPLY.
8. WASTEWATER SERVICE WILL BE PROVIDED BY THE PROPOSED HAYS COMMONS MUNICIPAL UTILITY DISTRICT OR OTHER STATE APPROVED WASTEWATER PROVIDER.
9. ELECTRIC SERVICES SHALL BE SUPPLIED BY PEDERNALES ELECTRIC COOPERATIVE.
10. TELEPHONE SERVICE SHALL BE SUPPLIED BY VERIZON OR AT&T.
11. ORGANIZED GAS UTILITY SERVICE WILL BE PROVIDED BY TXGAS.
12. BUILDING SETBACKS SHALL COMPLY WITH HAYS COUNTY SUBDIVISION REGULATIONS.
13. PUBLIC UTILITY EASEMENT OF 10 FEET SHALL BE LOCATED ON BOTH SIDES OF DEDICATED RIGHT-OF-WAYS..
14. 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.

STREET NAME:	LINEAR FOOTAGE:	R.O.W.	CLASSIFICATION:
LUNA VISTA BOULEVARD	3,625 L.F.	(VARIES)	MINOR COLLECTOR
NOVA CREST LANE	2,305 L.F.	(50')	LOCAL ROADWAY
QUIET LIGHT DRIVE	710 L.F	(50')	LOCAL ROADWAY
RAVIRA DRIVE	710 L.F.	(50')	LOCAL ROADWAY
PALLORA DRIVE	2,170 L.F.	(50')	LOCAL ROADWAY
CINDERFALL COVE	625 L.F.	(50')	LOCAL ROADWAY
BRIGHT MIRROR DRIVE	1,020 L.F.	(50')	LOCAL ROADWAY
ASTRA DRIVE	515 L.F.	(50')	LOCAL ROADWAY
TITAN VIEW LANE	2,090 L.F.	(50')	LOCAL ROADWAY
MORNING GLOW DRIVE	1,600 L.F.	(50')	LOCAL ROADWAY
WORTHINGTON LANE	980 L.F.	(50')	LOCAL ROADWAY
ZENITH LANE	950 L.F.	(50')	LOCAL ROADWAY
SELENE STREET	615 L.F.	(50')	LOCAL ROADWAY
NEBULA WAY	515 L.F.	(50')	LOCAL ROADWAY
STELLAR POINT DRIVE	1,460 L.F.	(VARIES)	MINOR COLLECTOR
	TOTAL: 19,890 L.F.		

15. THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE CITY OF HAYS REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
16. DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH HAYS COUNTY REQUIREMENTS OR AS APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT. DRIVEWAYS LOCATED OFF OF SH 45 AND FM 1626 SHALL BE DESIGNED AND APPROVED BY TXDOT.
17. THE MUNICIPAL UTILITY DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION POND AND WATER QUALITY STRUCTURES. THE PROPOSED MUNICIPAL UTILITY DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WATER SYSTEM LOCATED WITHIN THIS SUBDIVISION.
18. THIS PLAN AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY THE EMERGENCY SERVICE DISTRICT, OR ITS SUCCESSORS.
19. POST DEVELOPED CONDITION RUNOFF RATE SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES PER HAYS COUNTY REGULATIONS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
20. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS.
21. 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 DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS AS SET FORTH IN TABLE 721.01 OF THE HAYS COUNTY SUBDIVISION REQUIREMENTS.
22. IN APPROVING THIS PLAN BY THE COMMISSIONERS COURT OF HAYS COUNTY, TX, IT IS UNDERSTOOD THAT THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAN, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAN, IN ACCORDANCE WITH THE PLANS AND SPECIFICATION PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TX. THE COMMISSIONERS COURT OF HAYS COUNTY, TX, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAN OR CONSTRUCTION OF ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
23. MAIL BOXES PLACED WITHIN THE R.O.W. SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATION (CHAPTER 721, SUBCHAPTER 2.01).
24. THE PROJECT IS LOCATED WITHIN HAYS COUNTY ESD NO. 2 AND 8.
25. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
26. POST- CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT 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.
27. THIS PLAN IS LOCATED WITHIN THE BARTON SPRINGS - EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.

LJA Engineering, Inc.
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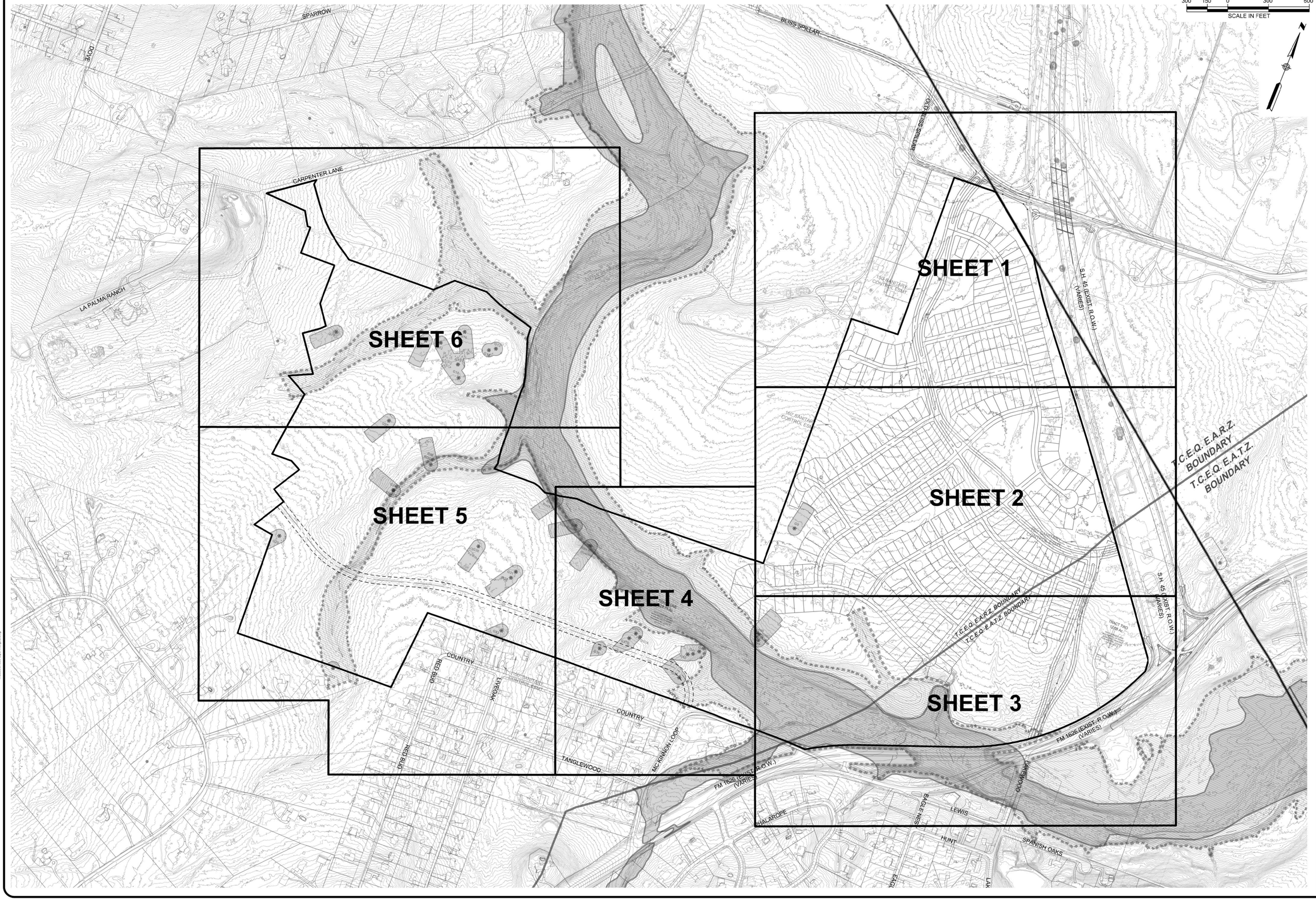
Fax 512.439.4716
FRN - F-1386

DRAWING PATH: I:\A\212\0401 (Gregg 330)\Preliminary Plan - Hays\submittal dwg\hhc-prelim-cvr.dwg



HAYS COMMONS
PRELIMINARY PLAT

INDEX

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 00/00/00
DESIGNED BY: BWF
DRAWN BY: JMC
CHECKED BY: BWF
DRAWING NAME: hc-prelim.dwg

STATE OF TEXAS
BRIAN W. FALTESEK
105982
LICENSED
PROFESSIONAL ENGINEER
12/2/2025

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A612

SHEET NO. 2 OF 9 SHEETS

LEGEND

BOUNDARY

BUILDING SETBACK

10' P.U.E.

LEGEND

WELL LOCATION WITH BUFFER

CRITICAL ENVIRONMENTAL FEATURE WITH BUFFER

FEMA 100 YEAR FLOODPLAIN

ATLAS-14 100 YEAR FLOODPLAIN

100 50 0 100 200
SCALE IN FEET

N

N67°26'26"E 375.53'

N1°50'16"W 247.07'

LUNA VISTA BLVD. (R.O.W. VARIES)

N1°51'03"W 489.26'

N1°48'15"W 244.38'

N1°50'07"W 244.89'

N87°03'15"E 358.23'

169.59'
S87°03'48"E

S87° 26' 25.99"W
127.80'

S56°39'40"E
48.68'

S51.08 N51°53'14.07"W

S.H. 45 (EXIST R.O.W.)
(VARIES)

TRAVIS COUNTY
HAYS COUNTY

S39°51'36"E 670.97'

C6
L=563.56'
R=3895.86'
Δ=8.67°

NOVA CREST LN. (50' R.O.W.)

QUIET LIGHT DR. (50' R.O.W.)

RAVIRA DR. (50' R.O.W.)

CINDERFALL CV. (50' R.O.W.)

LORA DR (50' R.O.W.)

BLK 'N'
5,934 ft.²
L.S. / O.S.

51
BLK 'A'
262,136 ft.²
OPEN SPACE

BLK 'B'
18,188 ft.²

BLK 'O'
10,093 ft.²
L.S. / O.S. /
UTIL.

23
BLK 'B'
97,100 ft.²
OPEN SPACE
/ UTILITY

BLK 'C'
16,257 ft.²
L.S. / O.S.

69
BLK 'F'
388,258 ft.²
OPEN SPACE
/ UTILITY

BLK 'F'
4,516 ft.²
L.S. / O.S.

89
BLK 'RR'
TRACT
OPEN SPACE
/ UTILITY

BLK 'A'
10,241 ft.²

150' SANITARY CONTROL ESMT.

MATCH LINE - SHEET 3
MATCH LINE - SHEET 4

725 726 727 728 729 730 731 732 733 734 735 736 737 738 739

HAYS COMMONS
PRELIMINARY PLAT

PRELIMINARY PLAN - SHEET 1

REVISIONS

NO.	DESCRIPTION	BY	DATE

DATE: 00/00/00
DESIGNED BY: BWF
DRAWN BY: JMC
CHECKED BY: BWF
DRAWING NAME: hcp-prelim.dwg

STATE OF TEXAS
BRIAN W. FALTESEK
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12/2/2025

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FRN - F-1386

JOB NUMBER: A612

SHEET NO. 3
OF 9 SHEETS

I:\A612\DWG\1 Engg\ 33\Preliminary Plan - Hays\hcsubdtail dwg\hc-prelim.dwg
User: jcarter
Last Modified: Dec. 02, 25 - 10:47
Plot Scaled Plan Sheet - 22" x 34" (1:1)

HAYS COMMONS
PRELIMINARY PLAT

PRELIMINARY PLAN - SHEET 2

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 00/00/000
DESIGNED BY: BWF
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CHECKED BY: BWF
DRAWING NAME: hcp-prelim.dwg

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JOB NUMBER: A612

SHEET NO. 4
OF 9 SHEETS

I:\A612\00\01 (Group 3300)\Preliminary Plan - Hays\Industrial\Jeg\hcp-prelim.dwg
User: jcarter
Last Modified: Dec. 02, 25 - 10:48
Plot Date/Time: Nov. 30, 25 - 14:56:13

100 50 0 100 200
SCALE IN FEET

MATCH LINE - SHEET 4
MATCH LINE - SHEET 6

MATCH LINE - SHEET 4
MATCH LINE - SHEET 5

MATCH LINE - SHEET 5
MATCH LINE - SHEET 6

MORNING GLOW DR. (50' R.O.W.)
ZENITH LN. (50' R.O.W.)
WORTHINGTON LN. (50' R.O.W.)
SELENE ST. (50' R.O.W.)
TITAN VIEW LN. (50' R.O.W.)
NEBULA WAY (50' R.O.W.)
STELLAR POINT DR. (R.O.W. VARIES)
LUNA VISTA BLVD (50' R.O.W.)
150' SANITARY (CONTROL ESMT. R.O.W. VARIES)
GRAGG TRACT WELL #5
T.C.E.Q. E.A.R.Z. BOUNDARY
T.C.E.Q. E.A.T.Z. BOUNDARY
CREEK
FEMA FLOODPLAIN
ATLAS-14 FLOODPLAIN
FM 1626 (EXIST. R.O.W.) (VARIES)
LAKEWOOD

TRACT TWO
12.08 Ac.
HAYS COMMONS LAND INVESTMENTS, LP. EXHIBIT A: CALLED 12.089 ACRES DOCUMENT NO. 21049138 O.P.R.H.C.TX.

BLK 'T' 1,779 ft.² L.S. / O.S.
BLK 'U' 1,936 ft.² L.S. / O.S.
BLK 'T' 17,129 ft.² L.S. / O.S.
BLK 'F' 9,704 ft.² L.S. / O.S.
BLK 'M' 467,267 ft.² COMMERCIAL
BLK 'V' 46,805 ft.² LANDSCAPE / OPEN SPACE
BLK 'F' 97,615 ft.² OPEN SPACE
BLK 'F' 443,107 ft.² UTILITY

LEGEND
BOUNDARY
BUILDING SETBACK
10' P.U.E.

LEGEND
WELL LOCATION WITH BUFFER
CRITICAL ENVIRONMENTAL FEATURE WITH BUFFER
FEMA 100 YEAR FLOODPLAIN
ATLAS-14 100 YEAR FLOODPLAIN

HAYS COMMONS
PRELIMINARY PLAT
PRELIMINARY PLAN - SHEET 3

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 00/00/000
DESIGNED BY: BWF
DRAWN BY: JMC
CHECKED BY: BWF
DRAWING NAME: hcpreliim.dwg

STATE OF TEXAS
BRIAN W. FALTESEK
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LICENSED PROFESSIONAL ENGINEER
12/2/2025

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JOB NUMBER: A612

SHEET NO. 5 OF 9 SHEETS

I:\A612\2\04\01 (Cragg 330)\Preliminary Plan - Hays\submittal\dwg\hc-prelim.dwg
User: jpatter
Last Modified: Dec. 02, 25 - 09:08
Plot Scale: 1in = 100'; CTB: LJA-24x36.ctb

I:\A612\0401 (Gragg 330)\Preliminary Plan - Hays\submittal dwgs\hc-prelim.dwg
User: jcarter
Last Modified: Dec. 02, 25 - 09:49
Plot Date/Time: Dec. 02, 25 - 10:52:44

I:\base\x-ebs-base-cell-prelim-hays.dwg
I:\base\x-ebs-base-gis-prelim-hays.dwg
I:\base\x-ebs-base-wells-prelim-hays.dwg
I:\base\x-ebs-survey-base-lja-bnd.dwg
I:\base\x-ebs-survey-trees.dwg
I:\base\x-pbs-base-prelim-hays.dwg
I:\base\x-pbs-base-prelim-hays-CSD.dwg
I:\base\x-zba30.dwg
I:\base\x-ebs-topo-merged.dwg

LEGEND

BOUNDARY

BUILDING SETBACK

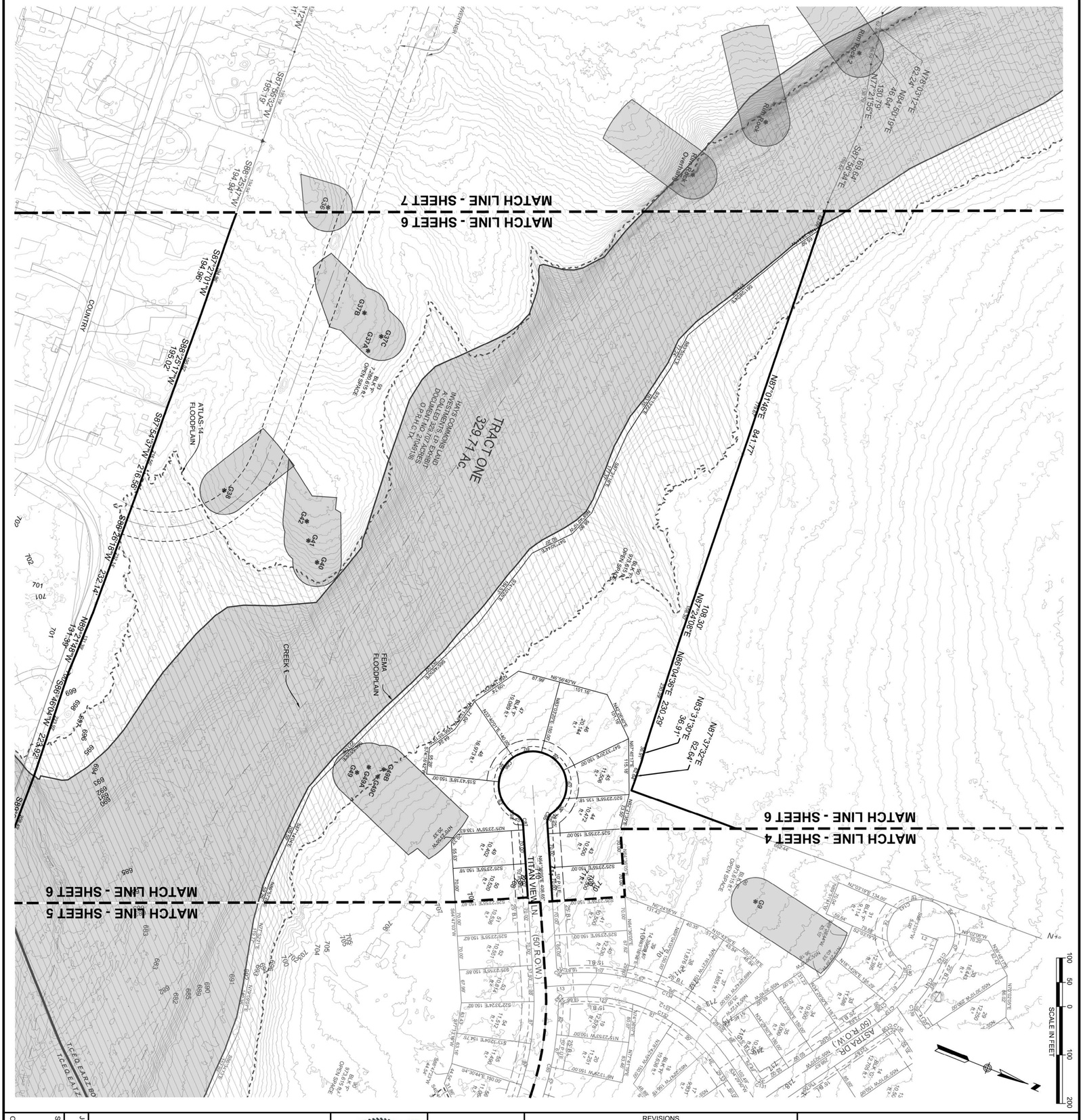
10' P.U.E.

WELL LOCATION WITH BUFFER

CRITICAL ENVIRONMENTAL FEATURE WITH BUFFER

FEMA 100 YEAR FLOODPLAIN

ATLAS-14 100 YEAR FLOODPLAIN



SHEET NO.	6
OF	9
SHEETS	
JOB NUMBER:	A612

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BRIAN W. FALTESEK
105982
LICENSED PROFESSIONAL ENGINEER
12/2/2025

DATE:	00/00/00
DESIGNED BY:	BWF
DRAWN BY:	JMC
CHECKED BY:	BWF
DRAWING NAME:	hc-prelim.dwg

REVISIONS			
NO.	DESCRIPTION	BY	DATE

HAYS COMMONS
PRELIMINARY PLAT

PRELIMINARY PLAN - SHEET 4

LEGEND

BOUNDARY

BUILDING SETBACK

10' P.U.E.

LEGEND

WELL LOCATION WITH BUFFER

CRITICAL ENVIRONMENTAL FEATURE WITH BUFFER

FEMA 100 YEAR FLOODPLAIN

ATLAS-14 100 YEAR FLOODPLAIN

MATCH LINE - SHEET 8

MATCH LINE - SHEET 7

MATCH LINE - SHEET 6

MATCH LINE - SHEET 7

100 50 0 100 200

SCALE IN FEET

ATLAS-14 FLOODPLAIN

FEMA FLOODPLAIN

CREEK 6

RIM ROCK

G24 RIMROCK

Rim Rock 2

Rim Rock

Rim Rock / Overhang

G20

G27

G30

G31

G32

G33

G36

G53

93 BLK F 7,240,615 ft OPEN SPACE

80' ACCESS EASEMENT EUGENE SCHWERTNER AND JIM SCHWERTNER VOLUME 447, PAGE 388 R.P.R.H.C.TX.

150' SANITARY CONTROL ESMT.

(OFFSET) WELL

EXISTING CITY OF HAYS WELL (OFFSET)

5858111

COUNTRY RED BLVD

LITCOLN PKWY

92550

N6°15'40"E 199.39'

S87°52'08"W 151.24'

N62°28'30"W 86.36'

N30°22'46"E 233.53'

N59°35'44"W 115.78'

N30°23'31"E 274.06'

N81°54'36"W 150.12'

N2°18'50"W 766.82'

S87°29'05"W 721.22'

S88°08'05"W 475.10'

S4°44'06"W 258.85'

S4°28'58"W 329.09'

S87°37'08"W 610.41'

S88°04'47"W 194.46'

S87°18'12"W 194.91'

S87°55'32"W 195.19'

S88°25'47"W 194.94'

S87°27'01"W 194.96'

S0°46'31"E 145.51'

S89°20'08"E 99.75'

S21°09'57"E 7.87'

S12°24'39"W 31.32'

S9°48'28"W 16.99'

N88°04'54"E 212.23'

S65°34'09"E 64.40'

S77°39'30"E 41.13'

N88°59'56"E 100.11'

N78°03'12"E 62.24'

N84°50'19"E 46.64'

N77°21'55"E 130.79'

S87°56'34"E 169.64'

S1°32'39.8"

724 723 722 721 720 719 718 717 710 705 708 712 715 720 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 744 744 744 745 748 749 750 750 751 752

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HAYS COMMONS
PRELIMINARY PLAT

PRELIMINARY PLAN - SHEET 5

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

DATE: 00/00/00
DESIGNED BY: BWF
DRAWN BY: JMC
CHECKED BY: BWF
DRAWING NAME: hayspreliln.dwg

STATE OF TEXAS
BRIAN W. FALTESEK
105982
LICENSED PROFESSIONAL ENGINEER
12/2/2025

JOB NUMBER: A612

SHEET NO. 7 OF 9 SHEETS

I:\A612\04\01 | Group 330\Preliminary Plan - Hays\sheets\dwg\hc-preliln.dwg
User: jcarter
Last Modified: Dec. 02, 25 - 10:49
Plot Date/Time: Dec. 02, 25 - 10:53:00

I:\basis-eds-base-xref-prelim-hays.dwg
I:\basis-eds-base-gis-prelim-hays.dwg
I:\basis-eds-survey-base-prelim-hays.dwg
I:\basis-eds-survey-base-gis-plot.dwg
I:\basis-eds-base-prelim-hays.dwg
I:\basis-pln-base-prelim-hays.dwg
I:\basis-eds-base-prelim-hays-c3d.dwg
I:\basis-24x36.dwg
I:\basis-ank-layer-merged.dwg

100 50 0 100 200
SCALE IN FEET

CARPENTER LANE

5849904

5849945(463919)

463918

N53°20'12"E 381.06'
381.06

S8°25'34"W
35.06'

S37°14'46"E 162.73'
162.73

N87°17'18"W 310.57'
310.57

N31°09'56"W
115.36'
115.36

S89°21'01"W
22.40'
22.40

N0°19'21"W
17.58'
17.58

N1°22'41"W
193.56'
193.56

S88°42'41"W 262.38'
262.38

N1°13'09"W 299.88'
299.88

N39°17'16"W
170.62'
170.62

N53°36'17"E
99.96'
99.96

N36°06'35"W 309.67'
309.67

179.92'
N64°27'53"E
179.92'

N62°04'42"W
179.66'
179.66

N6°55'40"E 499.29'
499.29

C9
C8
C7
S57°52'34"E
99.51'
99.51'

N87°55'54"E 658.83'
658.83'

N87°43'25"E 248.43'
248.43'

N45°09'50"E
69.12'
69.12'

S67°51'22"E
135.67'
135.67'

S15°04'22"E 281.28'
281.28'

S48°18'57"E
3.95'

S4°03'57"E
75.40'

S17°53'44"W
289.12'
289.12'

S12°37'17"E
79.67'

S5°11'18"W
33.84'

S3°28'37"E
149.84'
149.84'

S3°32'37"E
159.89'
159.89'

G11
G12
G13
G14
G16
G17
G18
G19
G27

93
BLK "F"
7,280,615 ft ²
OPEN SPACE

C1

LEGEND
BOUNDARY
BUILDING SETBACK
10' P.U.E.

LEGEND
5850735 WELL LOCATION WITH BUFFER
G38 CRITICAL ENVIRONMENTAL FEATURE WITH BUFFER
FEMA 100 YEAR FLOODPLAIN
ATLAS-14 100 YEAR FLOODPLAIN

MATCH LINE - SHEET 8
MATCH LINE - SHEET 7

HAYS COMMONS
PRELIMINARY PLAT
PRELIMINARY PLAN - SHEET 6

NO.	DESCRIPTION	BY	DATE

REVISIONS

DATE: 00/00/00
DESIGNED BY: BWF
DRAWN BY: JMC
CHECKED BY: BWF
DRAWING NAME: hc-prelim.dwg

STATE OF TEXAS
BRIAN W. FALTESEK
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12/2/2025

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FRN - F-1386

JOB NUMBER: A612

SHEET NO. 8 OF 9 SHEETS

I:\A612\Civil\01 Engineering\Preliminary Plan - Hays\submittal\dwg\hc-prelim.dwg
User: jcarter
Last Modified: Dec. 02, 25 - 09:49
Plot Date/Time: Dec. 02, 25 - 11:03:29

Xrefs attached to this drawing:
..\basis-xrfs-base-xref-prelim-hays.dwg
..\basis-xrfs-base-grp-prelim-hays.dwg
..\basis-xrfs-base-grp-prelim-hays-xref.dwg
..\basis-xrfs-survey-base-$p-bnd.dwg
..\basis-xrfs-survey-base-$p-topo.dwg
..\basis-xrfs-base-prelim-hays.dwg
..\basis-xrfs-base-prelim-hays-xref.dwg
..\basis-xrfs-base-prelim-hays-CSI.dwg
..\basis-xrfs-24x36.dwg
..\basis-xrfs-topo-merged.dwg

Parcel Line Table		
Line #	Length	Direction
L1	25.41'	S88°12'47"W
L2	36.00'	S1°47'13"E
L3	35.18'	S25°58'23"E
L4	50.06'	S44°00'58"W
L5	48.97'	S44°00'58"W
L6	50.00'	N87°43'30"E
L7	72.58'	S6°53'00"E
L8	65.23'	N29°01'11"E
L9	36.00'	S87°46'18"W
L10	57.76'	N51°49'39"W
L11	57.76'	N51°49'39"W
L12	57.76'	N51°49'39"W
L13	56.83'	S25°23'55"E
L14	36.00'	N0°00'00"E
L15	49.98'	N54°42'13"E
L16	179.29'	S24°40'28"W
L17	114.45'	S6°53'00"E
L18	118.46'	S6°53'00"E
L19	68.56'	S6°53'00"E
L20	1.35'	S67°20'57"E

Curve Table						
Curve #	Delta	Racius	Length	Tangent	Chord Length	Chord Direction
C1	71°12'11"	462.50'	574.76'	331.14'	538.48'	N88°21'31"E
C2	71°12'11"	480.00'	596.51'	343.67'	558.86'	N88°21'31"E
C3	6°13'40"	497.50'	54.08'	27.06'	54.05'	N55°52'16"E
C4	6°13'40"	512.50'	55.71'	27.88'	55.68'	N55°52'16"E
C5	56°15'45"	530.00'	520.44'	283.37'	499.78'	N80°53'18"E
C6	8°12'49"	547.50'	78.49'	39.31'	78.42'	N56°51'50"E
C7	180°00'00"	7.50'	23.56'	INFINITY°	15.00'	S31°00'54"E
C8	80°46'07"	15.00'	21.15'	12.76'	19.44'	S20°35'11"W
C9	23°46'40"	400.00'	166.00'	84.21'	164.81'	N14°05'02"W
C10	18°40'40"	800.00'	260.79'	131.56'	259.64'	N11°32'02"W
C11	92°09'50"	15.00'	24.13'	15.58'	21.61'	N61°03'55"W
C12	178°28'14"	8.50'	26.48'	636.87'	17.00'	S75°30'26"W
C13	17°36'10"	417.50'	128.27'	64.64'	127.76'	N10°59'47"W
C14	13°03'45"	382.50'	87.20'	43.79'	87.01'	N8°43'35"W
C15	7°57'38"	817.50'	113.58'	56.88'	113.49'	N9°44'52"W
C16	10°22'29"	782.50'	141.69'	71.04'	141.50'	N9°47'45"W
C17	36°10'00"	547.50'	345.60'	178.77'	339.89'	S89°03'49"E
C18	34°10'51"	512.50'	305.74'	157.57'	301.23'	S88°04'15"E
C19	49°07'17"	497.50'	426.52'	227.36'	413.58'	S80°36'02"E
C20	180°00'00"	7.50'	23.56'	INFINITY°	15.00'	N15°09'40"W
C21	176°25'39"	5.80'	17.86'	185.57'	11.59'	N86°01'07"E
C22	92°24'49"	15.00'	24.19'	15.65'	21.66'	N41°35'53"E
C23	90°00'00"	15.00'	23.56'	15.00'	21.21'	N47°11'42"W
C24	180°00'00"	5.00'	15.71'	INFINITY°	10.00'	S87°48'18"W
C25	11°05'24"	682.50'	132.10'	66.26'	131.90'	S7°44'24"E
C26	11°05'24"	700.00'	135.49'	67.96'	135.28'	S7°44'24"E
C27	11°05'24"	717.50'	138.88'	69.66'	138.66'	S7°44'24"E
C28	5°16'48"	697.50'	64.28'	32.16'	64.26'	N0°26'42"E
C29	5°16'48"	680.00'	62.67'	31.36'	62.64'	N0°26'42"E
C30	5°16'48"	662.50'	61.05'	30.55'	61.03'	N0°26'42"E

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C31	10°23'18"	482.50'	87.48'	43.86'	87.36'	S2°06'33"E
C32	10°23'18"	500.00'	90.65'	45.45'	90.53'	S2°06'33"E
C33	10°23'18"	517.50'	93.83'	47.04'	93.70'	S2°06'33"E
C34	25°23'19"	517.50'	229.31'	116.57'	227.44'	N0°35'27"W
C35	25°23'19"	500.00'	221.56'	112.63'	219.75'	N0°35'27"W
C36	25°23'19"	482.50'	213.80'	108.69'	212.06'	N0°35'27"W
C37	5°06'29"	817.50'	72.88'	36.47'	72.86'	N4°44'57"W
C38	5°06'29"	800.00'	71.32'	35.68'	71.30'	N4°44'57"W
C39	5°06'29"	782.50'	69.76'	34.90'	69.74'	N4°44'57"W
C40	13°49'54"	682.50'	164.76'	82.78'	164.36'	S5°11'15"W
C41	13°49'54"	700.00'	168.99'	84.91'	168.58'	S5°11'15"W
C42	13°49'54"	717.50'	173.21'	87.03'	172.79'	S5°11'15"W
C43	90°00'00"	15.00'	23.56'	15.00'	21.21'	S42°48'18"W
C44	90°00'00"	15.00'	23.56'	15.00'	21.21'	N47°11'42"W
C45	81°31'32"	25.00'	35.57'	21.55'	32.65'	S42°57'28"E
C46	286°40'00"	70.00'	350.23'	52.11'	83.60'	N59°36'46"E
C47	25°08'29"	25.00'	10.97'	5.57'	10.88'	N10°22'32"E
C48	90°00'00"	15.00'	23.56'	15.00'	21.21'	N47°11'42"W
C49	90°00'00"	15.00'	23.56'	15.00'	21.21'	N42°48'18"E
C50	18°25'12"	1045.00'	335.96'	169.44'	334.51'	S82°59'06"E
C51	20°31'27"	1020.00'	365.38'	184.67'	363.43'	S81°55'59"E
C52	20°31'27"	995.00'	356.42'	180.14'	354.52'	S81°55'59"E
C53	90°05'40"	15.00'	23.59'	15.02'	21.23'	S61°10'40"W
C54	87°48'05"	15.00'	22.99'	14.44'	20.80'	N27°46'12"W
C55	2°11'55"	1025.00'	39.33'	19.67'	39.33'	N17°13'48"E
C56	2°11'55"	1000.00'	38.37'	19.19'	38.37'	N17°13'48"E
C57	2°11'55"	975.00'	37.41'	18.71'	37.41'	N17°13'48"E
C58	90°00'00"	15.00'	23.56'	15.00'	21.21'	N63°19'45"E
C59	90°00'00"	15.00'	23.56'	15.00'	21.21'	N26°40'15"W
C60	48°11'23"	25.00'	21.03'	11.18'	20.41'	S5°45'56"E

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C61	186°22'46"	50.00'	162.65'	897.21'	99.85'	N63°19'45"E
C62	48°11'23"	25.00'	21.03'	11.18'	20.41'	N47°34'33"W
C63	90°00'00"	25.00'	39.27'	25.00'	35.36'	N63°19'45"E
C64	19°50'35"	945.00'	327.28'	165.30'	325.65'	S61°44'57"E
C65	19°50'35"	970.00'	335.94'	169.67'	334.26'	S61°44'57"E
C66	19°50'35"	995.00'	344.60'	174.04'	342.88'	S61°44'57"E
C67	90°00'00"	15.00'	23.56'	15.00'	21.21'	S6°49'39"E
C68	90°00'00"	15.00'	23.56'	15.00'	21.21'	S83°10'21"W
C69	19°50'35"	1275.00'	441.57'	223.02'	439.37'	S61°44'57"E
C70	19°50'35"	1300.00'	450.23'	227.39'	447.98'	S61°44'57"E
C71	19°50'35"	1325.00'	458.89'	231.76'	456.60'	S61°44'57"E
C72	90°00'00"	15.00'	23.56'	15.00'	21.21'	S6°49'39"E
C73	90°00'00"	15.00'	23.56'	15.00'	21.21'	S83°10'21"W
C74	8°23'34"	1575.00'	230.71'	115.56'	230.50'	S67°28'28"E
C75	8°23'34"	1600.00'	234.37'	117.40'	234.16'	S67°28'28"E
C76	8°23'34"	1625.00'	238.03'	119.23'	237.82'	S67°28'28"E
C77	11°40'56"	625.00'	127.43'	63.94'	127.21'	N69°07'09"W
C78	86°44'17"	15.00'	22.71'	14.17'	20.60'	S31°35'28"E
C79	86°05'42"	15.00'	22.54'	14.01'	20.48'	N54°49'31"E
C80	28°56'08"	625.00'	315.64'	161.26'	312.30'	S83°24'18"W
C81	52°07'14"	600.00'	545.81'	293.42'	527.18'	N89°20'18"W
C82	52°07'14"	575.00'	523.06'	281.20'	505.21'	N89°20'18"W
C83	85°39'51"	15.00'	22.43'	13.91'	20.40'	S68°13'50"E
C84	90°00'00"	15.00'	23.56'	15.00'	21.21'	N19°36'05"E
C85	58°14'35"	25.00'	25.41'	13.93'	24.33'	S86°16'37"E
C86	296°29'11"	70.00'	362.23'	43.33'	73.68'	S25°23'55"E
C87	58°14'35"	25.00'	25.41'	13.93'	24.33'	S35°28'47"W
C88	26°23'40"	325.00'	149.72'	76.21'	148.40'	S24°58'30"W
C89	26°23'40"	350.00'	161.24'	82.07'	159.81'	S24°58'30"W
C90	26°23'40"	375.00'	172.75'	87.94'	171.23'	S24°58'30"W

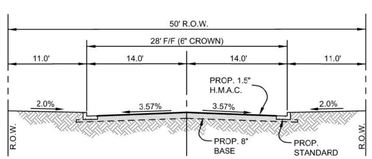
Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C91	20°31'27"	715.00'	256.12'	129.45'	254.76'	S81°55'59"E
C92	20°31'27"	690.00'	247.17'	124.92'	245.85'	S81°55'59"E
C93	20°31'27"	665.00'	238.21'	120.40'	236.94'	S81°55'59"E
C94	19°50'35"	665.00'	230.31'	116.32'	229.16'	S61°44'57"E
C95	19°50'35"	640.00'	221.65'	111.95'	220.54'	S61°44'57"E
C96	19°50'35"	615.00'	212.99'	107.57'	211.93'	S61°44'57"E
C97	90°00'00"	15.00'	23.56'	15.00'	21.21'	S83°10'21"W
C98	90°00'00"	15.00'	23.56'	15.00'	21.21'	S6°49'39"E
C99	9°09'10"	325.00'	51.92'	26.01'	51.86'	N33°35'46"E
C100	9°09'10"	300.00'	47.92'	24.01'	47.87'	N33°35'46"E
C101	9°09'10"	275.00'	43.93'	22.01'	43.88'	N33°35'46"E
C102	80°00'00"	15.00'	20.94'	12.59'	19.28'	S69°01'11"W
C103	100°00'00"	15.00'	26.18'	17.88'	22.98'	N20°58'49"W
C104	100°00'00"	15.00'	26.18'	17.88'	22.98'	S20°58'49"E
C105	80°00'00"	15.00'	20.94'	12.59'	19.28'	N69°01'11"E
C106	88°55'39"	15.00'	23.28'	14.72'	21.01'	N15°26'39"W
C107	94°56'26"	15.00'	24.86'	16.35'	22.11'	S76°29'24"W
C108	85°03'34"	15.00'	22.27'	13.76'	20.28'	S13°30'36"E
C109	91°00'18"	15.00'	23.83'	15.27'	21.40'	N74°31'20"E
C110	13°10'26"	1017.50'	233.95'	117.49'	233.44'	N56°33'45"W
C111	17°06'35"	1000.00'	298.62'	150.43'	297.51'	N64°35'41"W
C112	13°14'30"	982.50'	227.06'	114.04'	226.56'	N56°31'43"W
C113	15°39'17"	982.50'	268.45'	135.05'	267.61'	S63°09'11"E
C114	15°39'17"	1000.00'	273.23'	137.47'	272.38'	S63°09'11"E
C115	15°39'17"	1017.50'	278.01'	139.88'	277.14'	S63°09'11"E
C116	2°36'57"	732.50'	33.44'	16.72'	33.44'	S71°50'30"E
C117	5°48'01"	750.00'	75.93'	38.00'	75.89'	S70°14'57"E
C118	3°02'58"	767.50'	40.85'	20.43'	40.84'	S71°37'29"E
C119	95°12'29"	15.00'	24.93'	16.43'	22.16'	S22°55'47"E
C120	85°13'32"	15.00'	22.31'	13.80'	20.31'	S67°17'14"W

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C121	87°58'35"	15.00'	23.03'	14.48'	20.84'	N68°39'45"E
C122	92°01'25"	15.00'	24.09'	15.54'	21.58'	N21°20'15"W
C123	80°00'00"	15.00'	20.94'	12.59'	19.28'	S15°19'32"E
C124	100°00'00"	15.00'	26.18'	17.88'	22.98'	N74°40'28"E
C125	80°00'00"	15.00'	20.94'	12.59'	19.28'	N15°19'32"W
C126	100°00'00"	15.00'	26.18'	17.88'	22.98'	S74°40'28"W
C127	9°49'22"	325.00'	55.72'	27.93'	55.65'	N29°35'09"E
C128	9°49'22"	300.00'	51.43'	25.78'	51.37'	N29°35'09"E
C129	9°49'22"	275.00'	47.15'	23.63'	47.09'	N29°35'09"E
C130	90°00'00"	15.00'	23.56'	15.00'	21.21'	N79°26'50"E
C131	90°00'00"	15.00'	23.56'	15.00'	21.21'	N10°30'10"W
C132	59°53'44"	335.00'	350.20'	193.01'	334.47'	S4°32'57"W
C133	59°53'44"	360.00'	376.34'	207.41'	359.43'	S4°32'57"W
C134	59°53'44"	385.00'	402.47'	221.81'	384.39'	S4°32'57"W
C135	91°54'58"	15.30'	24.06'	15.51'	21.56'	S11°27'40"E
C136	1°54'58"	325.00'	10.87'	5.44'	10.87'	N56°27'40"W
C137	36°17'03"	300.00'	189.98'	98.30'	186.82'	N73°38'42"W
C138	20°47'54"	275.00'	99.83'	50.47'	99.28'	N65°54'08"W
C139	74°24'40"	15.30'	19.48'	11.39'	18.14'	N71°42'10"E
C140	91°25'40"	25.00'	39.89'	25.63'	35.79'	S57°59'05"W
C141	18°07'29"	325.00'	102.81'	51.84'	102.38'	N80°09'15"W
C142	23°03'58"	25.00'	10.06'	5.10'	10.00'	S77°41'00"E
C143	281°34'44"	70.00'	344.01'	57.11'	88.50'	S26°56'23"E
C144	9°31'08"	275.00'	45.69'	22.90'	45.63'	S39°15'24"W
C145	9°31'08"	300.00'	49.84'	24.98'	49.78'	S39°15'24"W
C146	9°31'08"	325.00'	53.99'	27.06'	53.93'	S39°15'24"W
C147	85°08'17"	15.00'	22.29'	13.78'	20.29'	S86°35'06"W
C148	85°21'04"	15.00'	22.34'	13.83'	20.34'	N1°20'25"E
C149	4°28'47"	467.50'	36.55'	18.28'	36.54'	S53°05'09"E
C150	20°01'45"	450.00'	157.31'	79.46'	156.51'	S45°18'40"E

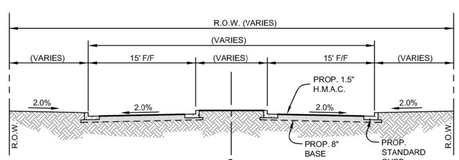
Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C151	2°07'12"	432.50'	16.00'	8.00'	16.00'	S54°15'56"E
C152	14°08'37"	417.50'	103.06'	51.79'	102.80'	S60°16'38"E
C153	32°03'09"	400.00'	223.77'	114.90'	220.86'	S51°19'22"E
C154	32°03'09"	382.50'	213.98'	109.87'	211.20'	S51°19'22"E
C155	180°00'00"	7.50'	23.56'	INFINITY°	15.00'	S36°47'40"W
C156	6°02'19"	467.50'	49.27'	24.66'	49.25'	S38°18'57"E
C157	3°40'45"	432.50'	27.77'	13.89'	27.77'	S37°08'10"E
C158	3°40'45"	417.50'	26.81'	13.41'	26.80'	S37°08'10"E
C159	179°59'54"	7.50'	23.56'	485184.19'	15.00'	N51°01'28"E
C160	90°00'00"	15.00'	23.56'	15.00'	21.21'	S9°42'13"W
C161	90°00'00"	15.00'	23.56'	15.00'	21.21'	S80°17'47"E
C162	180°00'00"	7.50'	23.56'	INFINITY°	15.00'	S54°42'13"W
C163	90°00'00"	15.00'	23.56'	15.00'	21.21'	N80°17'47"W
C164	180°00'00"	7.50'	23.56'	INFINITY°	15.00'	N54°42'13"E
C165	90°00'00"	15.00'	23.56'	15.00'	21.21'	N9°42'13"E
C166	35°17'47"	345.00'	212.53'	109.76'	209.19'	N72°21'06"E
C167	35°17'47"	320.00'	197.13'	101.81'	194.03'	N72°21'06"E
C168	35°17'47"	295.00'	181.73'	93.85'	178.87'	N72°21'06"E
C169	81°31'32"	25.00'	35.57'	21.55'	32.65'	S49°14'14"W
C170	25°08'29"	25.00'	10.97'	5.57'	10.88'	S77°25'46"E
C171	286°40'00"	70.00'	350.23'	52.11'	83.60'	S28°11'32"E
C172	90°00'00"	15.00'	23.56'	15.00'	21.21'	S9°42'13"W
C173	103°16'34"	15.00'	27.04'	18.95'	23.52'	S73°39'31"E
C174	29°05'12"	357.50'	181.49'	92.74'	179.54'	S7°28'36"E
C175	42°21'45"	375.00'	277.26'	145.31'	270.99'	S14°06'55"E
C176	42°21'45"	392.50'	290.20'	152.09'	283.64'	S14°06'55"E
C177	33°25'39"	544.13'	317.46'	163.39'	312.97'	S18°34'58"E
C178	33°25'39"	561.63'	327.67'	168.64'	323.04'	S18°34'58"E
C179	33°25'39"	579.13'	337.88'	173.90'	333.10'	S18°34'58"E
C180	19°39'27"	392.50'	134.66'	68.00'	134.00'	N2°45'45"W

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C181	19°39'27"	375.00'	128.66'	64.97'	128.03'	N2°45'45"W
C182	19°39'27"	357.50'	122.65'	61.94'	122.05'	N2°45'45"W
C183	4°32'44"	482.50'	38.28'	19.15'	38.27'	S0°24'13"W
C184	4°32'44"	500.00'	39.67'	19.84'	39.66'	S0°24'13"W
C185	4°32'44"	517.50'	41.06'	20.54'	41.05'	S0°24'13"W
C186	5°42'29"	754.18'	75.13'	37.50'	75.10'	S9°44'14"E
C187	5°42'29"	771.68'	76.88'	38.47'	76.85'	S9°44'14"E
C188	5°42'29"	789.18'	78.62'	39.34'	78.59'	S9°44'14"E
C189	9°33'35"	392.50'	65.49'	32.82'	65.41'	N2°06'12"W
C190	9°33'35"	375.00'	62.57'	31.36'	62.50'	N2°06'12"W
C191	9°33'35"	357.50'	59.65'	29.89'	59.58'	N2°06'12"W
C192	180°00'00"	7.42'	23.31'	INFINITY°	14.84'	S83°07'00"W
C193	94°36'30"	15.00'	24.77'	16.26'	22.05'	S40°25'15"W
C194	85°23'30"	15.00'	22.36'	13.84'	20.34'	S49°34'45"E
C195	180°00'00"	7.42'	23.31'	INFINITY°	14.84'	N83°07'00"E
C196	25°15'39"	532.50'	234.77'	119.32'	232.87'	S5°44'50"W
C197	25°15'39"	550.00'	242.49'	123.25'	240.53'	S5°44'50"W
C198	25°15'39"	567.50'	250.20'	127.17'	248.18'	S5°44'50"W
C199	26°08'19"	669.83'	305.58'	155.50'	302.94'	S6°11'09"W
C200	25°33'18"	687.33'	306.56'	155.87'	304.03'	S5°53'39"W
C201	25°00'13"	704.83'	307.59'	156.28'	305.15'	S5°37'07"W
C202	56°58'42"	375.00'	372.92'	203.52'	357.74'	N63°47'09"W
C203	56°58'42"	400.00'	397.78'	217.08'	381.59'	N63°47'09"W
C204	56°58'42"	425.00'	422.65'	230.65'	405.44'	N63°47'09"W
C205	90°00'00"	15.00'	23.56'	15.00'	21.21'	N9°42'13"E
C206	90°00'00"	15.00'	23.56'	15.00'	21.21'	N80°17'47"W
C207	90°00'00"	15.00'	23.56'	15.00'	21.21'	N9°42'13"E
C208	90°00'00"	15.00'	23.56'	15.00'	21.21'	N80°17'47"W
C209	30°01'45"	525.00'	275.16'	140.82'	272.02'	S39°41'20"W
C210	30°01'45"	500.00'	262.05'	134.11'	259.06'	S39°41'20"W

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C211	30°01'45"	475.00'	248.95'	127.40'	246.11'	S39°41'20"W
C212	98°37'26"	15.00'	25.82'	17.45'	22.75'	N75°59'04"W
C213	90°00'00"	15.00'	23.56'	15.00'	21.21'	N9°42'13"E
C214	12°14'56"	375.00'	80.17'	40.24'	80.02'	N20°32'53"W
C215	20°52'23"	400.00'	145.72'	73.68'	144.92'	N24°51'36"W
C216	20°52'23"	425.00'	154.83'	78.28'	153.97'	N24°51'36"W
C217	31°13'24"	345.00'	188.01'	96.40'	185.69'	S30°02'07"E
C218	58°41'27"	320.00'	327.79'	179.91'	313.65'	S43°46'09"E
C219	58°41'27"	295.00'	302.18'	165.85'	289.14'	S43°46'09"E
C220	74°39'59"	15.00'	19.55'	11.44'	18.19'	N8°18'49"W
C221	92°25'10"	15.00'	24.20'	15.65'	21.66'	S75°13'46"W
C222	14°33'13"	345.00'	87.63'	44.05'	87.40'	S65°50'16"E
C223	58°14'35"	25.00'	25.41'	13.93'	24.33'	N43°59'35"W
C224	58°14'35"	25.00'	25.41'	13.93'	24.33'	N77°45'50"E
C225	296°29'11"	70.00'	362.23'	43.33'	73.68'	N16°53'08"E



PROP 50' R.O.W. (28' F/F) CROSS SECTION
SCALE: 1" = 10'



PROP R.O.W. (MEDIAN) CROSS SECTION
SCALE: 1" = 10'

Boundary Curve Table						
Curve #	Length	Radius	Δ Delta	Tangent	Chord Length	Chord Direction
C5	414.34'	11421.15'	2°04'43"	207.19'	414.32'	S38°10'34"E
C6	935.50'	3885.86'	13°47'37"	470.02'	933.24'	S33°32'20"E
C7	92.59'	1000.00'	5°18'17"	46.33'	92.55'	S54°48'31"E
C8	22.27'	1000.00'	1°16'34"	11.14'	22.27'	S52°02'29"E
C9	241.49'	1000.00'	13°50'12"	121.34'	240.91'	S44°18'13"E
C1	80.19'	400.00'	11°29'08"	40.23'	80.05'	N48°06'43"E
C2	397.23'	1990.00'	11°26'13"	199.28'	396.57'	S63°45'07"W
C3	569.01'	1830.00'	17°48'54"	286.82'	566.72'	S60°33'14"W
C4	855.27'	1830.00'	26°46'40"	435.59'	847.51'	S38°15'27"W

HAYS COMMONS
PRELIMINARY PLAT
LINE AND CUREVE TABLES

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DATE: 00/00/00
DESIGNED BY: BWF
DRAWN BY: JMC
CHECKED BY: BWF
DRAWING NAME: hc-prelim.dwg

STATE OF TEXAS
BRIAN W. FALTESEK
105982
LICENSED
PROFESSIONAL ENGINEER
12/2/2025

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JOB NUMBER: A612

SHEET NO. 9
OF 9 SHEETS

I:\Assets\ella-base-ref-prelim-hoys.dwg
I:\Assets\ella-base-plt-prelim-hoys.dwg
I:\Assets\ella-survey-base-prelim-hoys.dwg
I:\Assets\ella-survey-basis-lyn.bnd.dwg
I:\Assets\ella-base-prelim-hoys.dwg
I:\Assets\ella-plan-base-prelim-hoys.dwg
I:\Assets\ella-plan-base-prelim-hoys-CSD.dwg
I:\Assets\24x36.dwg
I:\Assets\ella-layout-temp-prelim.dwg

I:\A612\24001 (Gregg 330)\Preliminary Plan - Hays\submittal dwg\hc-prelim.dwg
User: jcarter
Last Modified: Dec. 02, 25 - 09:46
Plot Date/Time: Dec. 02, 25 - 11:07

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) www.hayscountytx.com

Variance Request Form

Overview:

The Variance Request Form is for a non-compliant property seeking a variance from a Regulation adopted by Hays County. The decision to grant or deny a variance is at the complete discretion of the Hays County Development Services and/or the Hays County Commissioners Court.

Instructions:

The Variance Request Form should be completed in its entirety. Any incomplete forms will not be accepted and returned to the Owner / Applicant. Documents are required to be attached to the Variance Request Form. Recorded copies of the required documents can be obtained at the Hays County Clerk's Office.

Fee:

Type I – Administrative Variance - $100

Type II – Commissioners Court Determination Variance - $500

Definitions:

Applicant – A person seeking approval of an application submitted pursuant to the Hays County Development Regulations.

Owner(s) – The holder(s) of a legal or equitable interest in real property as shown by the deed records of the county in which the property is located, and which has been included in an application or Development Authorization under the Hays County Development Regulations.

Variance – A grant of relief by Hays County from a Regulation adopted by Hays County under the authority of the Hays County Commissioners Court.

Owner / Applicant Information:

Business Name: Hays Commons Land Investment, L.P.
Owner Name: Terry LaGrone
Owner Address: 2100 Northland Dr., Austin, TX 78756
Primary Phone: (512) 477-2400 Secondary Phone: _____
Primary E-mail: sarmbruster@mymilestone.com Secondary E-mail: _____

Applicant Name: Brian Faltesek, P.E. , LJA Engineering
Applicant Address: 7500 Rialto Blvd., Bldg II, Suite 100, Austin, TX 78735
Primary Phone: 512-439-4700 Secondary Phone: _____
Primary E-mail: bfaltesek@lja.com Secondary E-mail: _____

Property Information:

Subdivision Name: _____
Phase: _____ Section: _____ Block: _____ Lot: _____
If not located in a subdivision,
Survey / Abstract: A0001 Phillip J Allen Survey
Recorded (Vol/Page/Instrument): Deed 21049136
Hays Central Appraisal District Property ID "R" Number: R10103 and R11386
Hays County Commissioner Precinct: ☐ 1 ☐ 2 ☐ 3 ■ 4

Type of Variance (check all that apply):

- ■ Variance to the Hays County Development Regulations
- ☐ Variance to the Hays County Rules for Junkyards and Automotive Wrecking and Salvage Yards
- ☐ Variance to the Hays County Development Services Fee Schedule

Variance Justification:

All variance requests must be accompanied by the section of current Regulations being appealed and the reason sought for the variance. Please fill out the below section, attaching any additional sheets needed to support the reason sought for the variance.

Chapter / Section of Regulations being Appealed	Reason for Variance
Chapter 705 / 5.05 Lot Size Requirements	A variance to the minimum lot size list in 705/5.05 is requested to permit the platting of lots under 0.75 acres in area as long as the overall project density does not exceed 1 unit per 0.75 acres. The proposed density is 1 unit per 1.015 acres.

Hardship Findings:

1. Describe the actual situation of the property in question in relation to neighboring or similar properties such that no special privilege not enjoyed by other similar situated properties may be granted.

   The property is located in northeastern Hays County and is within the Edwards Aquifer Recharge Zone in an area not served by a utility providing surface water. As a result, minimum lot size standards that don't apply outside of the Recharge Zone and to developments served using surface water, apply to this project.

2. Describe how strict enforcement of the Regulation would deny the Applicant the privileges or safety of similarly situated property with similar development.

   The County regulations around minimum lot size contemplate a maximum development density of 1 unit per 0.75 acres; strictly imposed this would require larger lots and development of the entire 341 acre property and require use of Carpenter Lane for access. This would result in a sprawling development with lower water quality standards (it would qualify for exemption from TCEQ water quality BMPs).

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, or injurious to other property, or will not prevent the orderly development of the land in the area in accordance with these Regulations.

   Rather than disturb the entire property and cross Little Bear Creek, the Owner proposes to construct single family homes on lots with frontages of between 50 and 70 feet in a single pond on the north side of the creek. As a result, a crossing of the creek is not required, traffic is not created on Carpenter Lane, and water quality BMPs will be used to treat stormwater runoff.

4. Describe how the hardship sought to be avoided is not the result of the Applicant's own actions being self-imposed or self-created and/or economic or financial hardship.

   The proposed development concentrates the envelope for development along SH-45 and FM 1626 and is not created by a self imposed hardship - the variance is desired to reduce the environmental impact of the project and create a better community, with over 150 acres of open space.

Required Documents (please attach the below documents to this request):

1. Deed(s) – A copy of the deed(s) for all properties relating to this request.
2. Survey / Metes & Bounds – A copy of any survey or metes and bounds description for all properties relating to this request.

Acknowledgement:
I hereby certify that I have submitted an application in compliance with the Hays County Development Regulations and other applicable local, state, and federal laws. I know that this Request Form will not be acted upon unless a completed application currently exists with Hays County Development Services. Submittal of this Request form without an existing application may result in immediate denial.

Owner's / Applicant's Certification:
I hereby certify that I have carefully read and completed this Request Form. All the above information is true and correct to the best of my knowledge. I hereby agree to comply with all provisions of local, state, and federal laws whether they are herein specified or not. As the Owner of the above-mentioned property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspection and to take all other actions necessary to review and act upon this request.

Date: 3/6/2026

Print Owner / Applicant Name: Hays Commons Land Investment, L.P. / Terry LaGrone

Owner / Applicant Signature: Brian Faltesek

Digitally signed by Brian Faltesek
DN: CN=Brian Faltesek
Date: 2026.03.06 17:54:03-06'00'

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Boutte

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #2 Board for a 2-year term ending March 23, 2028. **HAMMER**

Summary

Commissioner Ingalsbe and Commissioner Cohen were last appointed to the Kyle TIRZ #2 Board on March 14, 2023. This re-appointment will be for a 2 year term ending on March 23, 2028.

Attachments

Previous TIRZ 2 Appointment

AGENDA ITEM REQUEST FORM: G.27.

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Approve the appointment of Commissioner Michelle Gutierrez Cohen and reconfirm the appointment of Commissioner Debbie Gonzales Ingalsbe to the City of Kyle Tax Reinvestment Zone No. 2 board. **SHELL**

Summary

According to the ILA, the Hays County Commissioners Court has the unequivocal right to appoint two voting members to this board. Commissioner Cohen will serve to fill a vacancy left by Mark Jones and Commissioner Ingalsbe will continue to serve on this board.

AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Boutte

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to appoint Commissioner Morgan Hammer and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #3 Board for a 2-year term ending March 23, 2028. **INGALSBE**

Summary

Hays County is eligible to appoint two individuals to the City of Kyle TIRZ #3 Board. This would be a two-year term ending on March 23, 2028.

Attachments

TIRZ 3 ILA
Creation Ordinance

Interlocal Agreement
Regarding the City of Kyle Tax Increment Reinvestment Zone Number Three

THIS INTERLOCAL AGREEMENT regarding the City of Kyle Tax Increment Reinvestment Zone Number Three (this "Agreement") is made and entered into by and between the City of Kyle, Texas, a home rule municipality (the "City"), and Hays County, a political subdivision of the State of Texas (the "County") under the authority of Texas Government Code Chapter 791 and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **Tax Increment Reinvestment Zone Number Three,** City of Kyle, Texas, ("TIRZ 3"), TIRZ 3 created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), the City Council of the City, pursuant to Ordinance No. 1191 (the "Zone No. 3 Ordinance") adopted on April 19, 2022, created, established, and designated TIRZ 3 under the Act, attached as Exhibit "AA"; and

WHEREAS, in the Ordinance, the City found that the designation of TIRZ 3 would encourage the development of property in and around TIRZ 3; and

WHEREAS, in the Ordinance, the City contributed thirty-six and seventy-four one-hundredths percent (36.74%) of its Tax Revenue for TIRZ 3; and

WHEREAS, in consideration of the County's contribution of a thirty-six and seventy-four one-hundredths percent (36.74%) portion of its Tax Revenue for the TIRZ, the County shall have the authority to appoint two members to the TIRZ 3 board; and

WHEREAS, the TIRZ project plan includes transportation and other projects that benefit the County and its residents; and

WHEREAS, in consideration of special benefit to the County created by the TIRZ 3 projects, including transportation and capital improvements for public use, the County is authorized to appropriate funding under this Agreement; and

WHEREAS, pursuant to the Hays County Zones Policy, the County's contribution of a TIRZ Payment equal to thirty-six and seventy-four one-hundredths percent (36.74%) of its own increment in TIRZ 3 would greatly enhance the implementation of the TIRZ 3 projects by the City; and

WHEREAS, both the City and the County will benefit from the development and improvements paid with the Tax Increment Funds in accordance with the documents creating TIRZ 3; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City and the County are entering into this Agreement to set forth the conditions governing the contribution of the Tax Increment by the City and current, annually-appropriated funds by the County to TIRZ 3, and the City finds that this Agreement is necessary for the implementation of the Project Plans for TIRZ 3.

NOW THEREFORE, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby agree that the recitals set forth above form the basis upon which they have entered into this Agreement.

Section 2. Definitions.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

A. Act means the Tax Increment Financing Act, as amended and as codified as Chapter 311 of the Texas Tax Code.

B. Captured Appraised Value in a given year means the total appraised value, less any applicable exemptions, of all TIRZ real property taxable by the City or the County for that Tax Year less the Tax Increment Base defined in Section (G) below.

C. Project Plan means the project plans for TIRZ 3 attached to this Agreement and included in Exhibit "AA" as adopted by the TIRZ Board and the City of Kyle, along with amendments to this plan that are adopted by the Board of Directors of TIRZ 3, and approved by the City Council of the City of Kyle from time to time. The Project Plan includes maps of all property in the TIRZ, including all non-taxable property.

D. Tax Increment means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in TIRZ 3.

E. City Tax Increment will be that amount paid by the City into the Tax Increment Funds.

F. County TIRZ Payment will be that amount of current, annually-appropriated funds paid by the County into the Tax Increment Funds.

G. Tax Increment Base means the total taxable value as of January 1, 2022, of all real property taxable by the City or the County, as applicable, and located in the TIRZ. Each Party to this Agreement shall be responsible for establishing and monitoring its

own Tax Increment Base.

H. Tax Increment Fund(s) (TIF) means that fund created by the City pursuant to Section 311.014 of the Act and the Ordinance, which will be maintained by the City, and into which all revenues of the TIRZ will be deposited, including deposits of Tax Increment by the City and by such other taxing units with jurisdiction over real property in the TIRZ that may enter into agreements for such contributions, including the County's TIRZ Payment.

I. TIRZ Board means the governing board of directors of the TIRZ appointed in accordance with Section 311.009 of the Act, the Ordinance, and this Agreement.

J. TIRZ means the Tax Increment Reinvestment Zone Number Three, approved by City of Kyle Ordinance No. 1191.

K. Terms other than those defined above shall: (1) have their meanings as given in Chapter 311, Texas Tax Code; or (2) if not so defined, their usual and ordinary meanings.

L. References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

Section 3. Obligations of the County

A. County TIRZ Payment. The County agrees to pay current, annually-appropriated funds to the City for deposit into the Tax Increment funds created by the City for TIRZ 3 (the "Tax Increment Funds") thirty-six and seventy-four one-hundredths percent (36.74%) of the tax increment attributed to the captured appraised value of the County in the TIRZ. The County's obligation to make these payments will accrue only after taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of the Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date. The County may offset against future payments to the Tax Increment any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provision of the Texas Tax Code.

B. Limitations on Payments. The County is not obligated to make payments under this Agreement: (1) unless and until taxes on the captured appraised value within TIRZ 3 are actually collected by the County; or (2) in any amount greater than taxes actually collected on the County's captured appraised value within TIRZ 3. Likewise, if funds are not appropriated by the Hays County Commissioners Court during any annual budgetary cycle, then the County's obligations to make a County TIRZ Payment under this Agreement shall be waived for that Fiscal Year. Any funds already contributed to the Tax Increment Funds under this Agreement shall remain available for TIRZ expenditures, subject to the other terms and limitations of this

Agreement.

C. The Project

Boundary and Projects. The boundaries and projects of the TIRZ are and shall be those described in City of Kyle Ordinance No. 1191, as adopted upon recommendation of the Board of Directors of the TIRZ (the "Board") and approved by the City Council of the City and in accordance with the *Tax Increment Reinvestment Zone Number Three,* as adopted by both the TIRZ Board and City Council ("Project Plans") and attached as Exhibit "AA". The County is not obligated to make payments based on the addition of property or projects to the TIRZ. County funds will only be used for those projects adopted by the TIRZ Board and the City Council as attached to this Agreement unless a written amendment changes those projects or boundaries and is approved by both the County and the City. No project expenditures of County monies provided under this Agreement shall be authorized without an affirmative vote of the Board, with the County representatives present for the vote and with the County representatives unanimously agreeing with a proposed expenditure. In the event that the County representatives do not unanimously agree with a proposed expenditure, County monies provided under this Agreement may not be utilized for that expenditure unless and until a subsequent vote of the Hays County Commissioners Court approves of that expenditure.

D. Development in the Zone. Property within the boundaries of the TIRZ shall be developed as closely as possible in conformity with the Final Plan. As stated above, County funds will only be used for projects that have been approved by the County members of the TIRZ Board or by the County Commissioners Court.

E. County Appointment to the Board of Directors of TIRZ Number One, Town Center TIRZ. The TIRZ Board shall consist of nine (9) voting members. The Commissioners Court of the County shall each have the unequivocal right to appoint two (2) qualified voting members during the period that the TIF created under this Agreement contains funds. The City Council shall have the right to appoint seven (7) qualified voting members during the length of the TIRZ, the constituency of which shall be established by Ordinance 1191. Members of the TIRZ Board shall meet the qualifications set forth in Section 311.009 of the Texas Tax Code. Failure of the Commissioners Court to appoint a person to the TIRZ Board shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in the positions as needed.

Section 4. Obligations of the City.

A. Use of County Payments. The City agrees to use payments made by the County under this Agreement solely to fund Project Costs as defined in Chapter 311 of the Texas Tax Code and as allowed by the Hays County TIRZ Policy.

B. **Notice to County of Amendments to Project Plan.** The City agrees to provide the County with written notice of any proposed amendments to the Project Plan at least fourteen (14) days prior to their submission to the City Council for approval. The City agrees to work with the TIRZ Board to implement the Project Plan.

C. **Disposition of Tax Increments.** Upon termination of the TIRZ, and after all obligations of the TIRZ have been paid, the City agrees to pay to the County, within sixty (60) days of the termination, all monies remaining in the Tax Increment Funds that represent the County's pro rata amount of participation authorized under this Agreement.

D. **Annual Reports / Right to Audit.** The City agrees to provide to the County an annual report regarding the TIRZ as required under Texas Tax Code Section 311.016. Additionally, the County shall have the right to audit the books and records of the TIRZ upon providing at least 10 days' written notice to the City. Such an audit shall occur between 9 a.m. and 5 p.m. on business days.

Section 5. Term and Termination.

The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall last until the earlier to occur of: (1) December 31, 2062; or (2) at such time that the obligations of the TIRZ, including all Project Costs, have been paid in full, unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, the County's TIRZ Board appointment powers and any refund obligations of the City shall survive the termination.

The City may terminate the TIRZ pursuant to the provisions of Section 311.017 of the Texas Tax Code. After expiration or termination of the TIRZ, the City shall return any unused portion of the Tax Increment Fund that originated from County TIRZ Payments within forty-five (45) days.

Section 5. Miscellaneous.

A. **Administration.** This Agreement and the Tax Increment Funds shall be administered by the City Manager or his/her designees or consultants. The City shall maintain a separate account for the Tax Increment Funds at a depository selected by the City, which Tax Increment Fund shall be secured in the manner prescribed by law for funds of Texas cities. The City shall not charge an administration fee against County TIRZ Payments for oversight of the Tax Increment Fund. The Tax Increment Fund shall be an account into which the City shall deposit the County TIRZ Payment, the City Increment (as defined in the TIRZ Ordinance and Project Plan), and all accrued interest earned on the fund. The County shall participate in the oversight of the Tax Increment Fund through its representation on the Board of Directors on which they will appoint

two (2) out of nine (9) members. Pursuant to the Hays County TIRZ Policy adopted on February 7, 2017, no more than ten percent of the County Increment will be used for the payment of administrative, legal, consulting, or other professional expenses, except engineering and architectural fees directly related to the specific projects in which the County will participate.

B. **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time).

If intended for the City, to:
Scott Sellers
City Manager
City of Kyle
100 W. Center Street
Kyle, TX 78640

If intended for the County, to:
Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With Copy to:
General Counsel
Hays County Courthouse
111 E. San Antonio St., Ste. 202
San Marcos, Texas 78666

C. **Non-Assignability:** Neither the City, the County, nor the TIRZ shall assign any interest in this Agreement without the prior written consent of the other parties.

D. **Non Discrimination:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any of the operations or funding of the TIRZ on the grounds of race, color, national origin, age, sex, religion, or other protected status.

E. **Binding on the Parties and Non-Waiver:** This Agreement shall not be considered fully executed or binding on the City and/or the County until this Agreement has been approved and accepted by the City Council and the Hays County Commissioners Court at a properly called and noticed meeting of each respective body. After such approval and acceptance, the City and the County shall deliver to each other a certified copy of a Resolution as evidence of the authority to execute and bind the City and the County to the covenants, terms and provisions of this Agreement. The failure of either Party to insist upon the performance of any term or

provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

F. **Third Parties:** The provisions and conditions of this Agreement are solely for the benefit for the City and the County, and are not intended to create any rights, contractual or otherwise, to any other person or entity. The relationship of the City and the County under this Agreement shall not be construed or interpreted to be a joint enterprise or joint venture. The Parties agree that each Party is an independent contractor.

G. **Controlling Law:** Venue and Jurisdiction shall be exclusively in Hays County, Texas and under the laws of the State of Texas.

H. **Entirety of Agreement:** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

i. Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by the Parties in accordance with the terms of this Agreement.

ii. Exhibit "AA" Ordinance No. 1191, which includes TIRZ Project and Financing Plans

iii. Amendments. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council and the Commissioners Court in open meetings held in accordance with Chapter 551 of the Texas Government Code.

EXECUTED and **EFFECTIVE** on the last date signed by the duly authorized officials, below.

CITY OF KYLE

Travis Mitchell, Mayor

4/22/2022
Date

COUNTY

Judge Ruben Becerra, County Judge

2/15/2022
Date

ATTEST:

City Secretary

4/22/2022
Date

County Clerk

2/15/2022
Date

EXHIBIT AA

Ordinance No. 1191

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CERTAIN AREA AS REINVESTMENT ZONE NO. THREE, CITY OF KYLE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City of Kyle (the "City") may designate a geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan attached hereto as Attachment 1 and incorporated herein for all purposes, which provides that City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be used in the financing of the proposed zone; and

WHEREAS, a notice of a public hearing on the creation of the proposed zone was published in accordance with law, to be held on February 15, 2022, in the Hays Free Press, a newspaper of general circulation in the City; and

WHEREAS, at the public hearing interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, zero owners of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, that:

SECTION 1. Findings.

(a) The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) The City Council further finds and declares that the proposed improvements in the proposed zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) The City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005(a)(2) of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack essential public infrastructure, including water and wastewater infrastructure and adequate roads to serve development of the property, which conditions substantially impair and arrest the sound growth of the City.

(d) The City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares that:

(1) The proposed zone is a geographic area located wholly within the extraterritorial jurisdiction of the City and will be annexed into the corporate limits of the City; and

(2) The appraised value of taxable real property in the proposed zone plus the total appraised value of taxable real property contained in other tax increment reinvestment zones located within the City do not exceed 50 percent of the total appraised value of taxable real property in the City. There are no industrial districts created by the City; and

(3) Less than 30 percent of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes as of the date of creation of the proposed zone; and

(4) The development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 2. Designation of the Zone

The City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), hereby designates as a reinvestment zone, and creates and designates a reinvestment zone over, the area described in **Exhibit A** and **F** of **Attachment 1** to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number Three, City of Kyle, Texas, (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(2) of the Texas Tax Code.

SECTION 3. Board of Directors

(a) There is hereby created a Board of Directors for the Zone, which shall consist of nine members. The City Council shall appoint seven (7) members of the Board in Places 1 through 7. Two (2) members of the Board may be appointed by the Hays County Commissioners to Places 8 and 9 or the County may waive appointment of Board members.

(b) If the City Council chooses to appoint currently serving members of the City Council of the City to the Board of Directors, then the Council members shall serve the same term as their elected term on the City Council. The two Hays County Commissioners shall serve a two-year term on the Board of Directors. If the City Council chooses to appoint other than currently serving members of the City Council, such members shall serve two-year terms, provided that the City Council may establish an initial term of one (1) year for one or more of Places 1 through 7 so that the Board of Directors serve staggered terms. Vacancies shall be filled for the remainder of the unexpired term, by appointment made by the governing body that appointed the Director who served in the vacated position.

(c) Each member of the Board shall be a qualified voter of the City, or a person at least eighteen (18) years of age who must be a resident of Hays County or county adjacent to Hays County or own real property in the reinvestment zone.

(d) The City Council shall annually appoint a member of the Board to serve as chairman of the Board for a one-year term beginning January 1st and ending December 31st. The Board may elect a Vice Chairman to serve in the absence of the Chairman, and other officers as it deems appropriate.

(e) The Board shall have the authority specifically given to the Board in Chapter 311, Texas Tax Code. Any powers and duties that may be delegated to the Board are not delegated at this time. The Board shall have such other authority, as may be lawfully delegated by the City Council, as is delegated by the City Council acting by a formal, written Resolution or Ordinance. Action by the Board that is expressly or impliedly provided in Chapter 311, or by other state law, to be subject to approval by the City Council, shall not be effective until approved in writing by the City Council.

(f) The Board shall perform each duty and obligation required to be performed by the Board, by Chapter 311, any project or plan approved by the City Council, and each such duty and obligation lawfully imposed on the Board by the City Council consistent with Chapter 311.

(g) The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund, that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan.

SECTION 4. Duration of the Zone

The zone shall take effect immediately upon passage of this Ordinance. The Zone shall terminate on the earlier of (i) December 31, 2062, or (ii) at such time that the obligations of the Zone, including all project costs, have been paid in full. The City shall have the right, through a subsequent City Ordinance, to terminate the Zone prior to the expiration date if all of the project costs have been paid in full or upon the events stated in the Development Agreement, as that term is defined in the project plan.

SECTION 5. Tax Increment Base

The tax increment base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, as of January 1, 2022, the year in which the Zone was designated as a reinvestment zone, subject to any applicable tax exemptions (the "Tax Increment Base").

SECTION 6. Tax Increment Fund

There is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

SECTION 7. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be

unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 8. It is hereby officially found and determined that the meeting at which thisordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the 1st day of March, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the 19 day of April, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of theGovernment Code.

APPROVED this 19th day of April, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Attachment 1

Project and Finance Plan

REINVESTMENT ZONE NUMBER THREE
CITY OF KYLE, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN

FEBRUARY 15, 2022

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Kyle, Texas, a Home Rule municipality (the "City") has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the "City Council") has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone (hereinafter defined) is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council is considering the creation of a tax increment reinvestment zone known as *"Reinvestment Zone Number Three, City of Kyle, Texas"* (the "Zone") that includes approximately

201.37 acres of land as depicted on **Exhibit A** and described by metes and bounds on **Exhibit F** (the "Property"). The Property is anticipated to be owned by Toll Brothers, Inc. (the "Developer"). The Property is currently located within the extraterritorial jurisdiction of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single family residential. The Property is undeveloped, and due to its size, location, and physical characteristics, development would not occur solely through private investment in the foreseeable future. The Property substantially impaired and arrested the sound growth of the City because it was predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements (hereinafter defined), and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and Hays County, (the "County") a quality master planned residential community.

1.4 Preliminary Plan and Hearing

Before the City Council considered adopting the ordinance designating the Zone (the "Creation Ordinance"), the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and called a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by this *Reinvestment Zone Number Three, City of Kyle, Texas, Preliminary Project and Finance Plan* dated February 15, 2022 (the "Preliminary Plan"), the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed shall be determined by a *Reinvestment Zone Number Three, City of Kyle, Texas, Final Project and Finance Plan* (the "Final Plan"), which requires approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and make the following findings (1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone was feasible, (3) that improvements in the Zone will significantly

enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and (4) that the Zone meets the eligibility requirements of the Act. Among other provisions required by the Act, the Creation Ordinance shall appoint a Board of Directors for the Zone (the "Board").

1.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute a portion of its ad valorem tax increment attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to pay the costs of public improvements and other projects benefiting the Zone. Additionally, the Board shall consider a TIRZ Agreement among the City, the Board and the Developer to be effective on the date specified therein (the "TIRZ Agreement") and recommend its approval to the City Council, pursuant to which the City shall apply City Tax Increment (defined hereafter) on deposit in the TIRZ Fund to the TIRZ Annual Credit Amount, as defined in the Service and Assessment Plan (the "SAP") for the Savannah Public Improvement District (the "PID"). Should the County choose to participate in the Zone, the Board shall consider a County Participation Agreement, between the City and the County, and recommend its approval to the City Council.

1.7 Council Action

On April 19, 2022, the City Council approved the Creation Ordinance. On April 19, 2022, the City Council approved a development agreement with the Developer (the "Development Agreement", as amended from time to time)**.** The Development Agreement details certain obligations to be included in the Final Plan. It is anticipated that the Final Plan shall be updated in the future to reflect additional development within the Zone.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single-family residential, in accordance with the City's zoning ordinance. The majority of the Property is undeveloped, and there is no public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

2.2 Proposed Uses

The proposed use of the Property is a residential master planned community pursuant to the Development Agreement, as shown on **Exhibit G**.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property shall be subject to the City's zoning and development regulation, to the extent not modified by the Development Agreement, as well as the Development Agreement. The City has or shall have exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned, except for those identified in the Development Agreement.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons shall be displaced and in need of relocation due to the creation of the Zone or due to the implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of non-project costs is shown on **Exhibit B**, and are estimated to be approximately $188,359,670.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roads, water, sanitary sewer, storm drainage, parks and open space, professional services, and associated financing and interest costs (the "Public Improvements"), as depicted on **Exhibit H**, and detailed on **Exhibit C**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act. It is anticipated that the Final Plan shall be updated in the future to include additional Public Improvements.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes the Public Improvements costs (the "Public Improvement Costs") and the Administrative Costs (hereinafter defined), are estimated to be $42,831,876 (collectively, the "Project Costs"), as shown on **Exhibit C.**

7.2 Estimated Costs of Public Improvements

The estimated Public Improvement Costs within the Zone are $42,426,195, as shown on **Exhibit C**. Pursuant to the Development Agreement and TIRZ Agreement, the Public Improvements of the Zone primarily consist of the Authorized Improvements, as such term is defined in the SAP for the PID.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to be $10,000 per year beginning 2023 and escalating at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the Public Improvement Costs will be incurred between 2023 and 2033, as shown on **Exhibit D**, and funded annually over the remaining term of the Zone.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of the Final Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the "Feasibility Study"). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $43,424,968 in total new real property tax revenue for the City. Pursuant to the Final Plan, the City shall deposit the City Tax Increment (defined hereafter), estimated at $15,952,233, in to the TIRZ Fund to pay Project Costs. The City, as a participant, will benefit from the new development within the Zone and will retain approximately $27,472,736 in net additional real property tax revenue.

Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $31,009,290 in total new real property tax revenue for the County. If applicable, the County shall deposit the County Tax Increment (defined hereafter), estimated at $11,391,313, in to the TIRZ Fund to pay Project Costs. The County, as a participant, will benefit from the new development within the Zone and will retain approximately $19,617,977 in net additional real property tax revenue.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City and the County. The remainder of the new City and County real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Upon expiration or termination of the Zone, one hundred percent (100%) of all new real property tax revenue generated within the Zone will be retained by the respective taxing entity. Based on the foregoing, the economic feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Tax Increment Base

The total appraised value of taxable real property in the Zone at the time of creation is estimated to be $60,050 (the "Tax Increment Base") and shall be confirmed by the Hays Central Appraisal District. Each year, the Hays Central Appraisal District shall confirm the current taxable value of the Zone, less the Tax Increment Base (the "Captured Appraised Value").

10.2 Estimated Captured Appraised Value

The amount of the City Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value, as described in Section 11 of this Preliminary Plan. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

If applicable, the amount of the County Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the County into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

Pursuant to the Development Agreement, the Developer has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to deposit into the TIRZ Fund beginning in 2023 an amount equal to thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the City on the Captured Appraised Value in the Zone (the "City Tax Increment"). For example, in FY 2021, the City's ad valorem tax rate was $0.5082 per $100 of taxable value, therefore the City would contribute $0.1867 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

Should the County choose to participate in the Zone, the County Participation Agreement shall obligate the County to deposit into the TIRZ Fund beginning in 2023 an amount equal thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the County

on the Captured Appraised Value in the Zone (the "County Tax Increment"). For example, in FY 2021, the County's ad valorem tax rate was $0.3629 per $100 of taxable value, therefore the County would contribute $0.1333 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The funds deposited into the TIRZ Fund shall be prioritized and allocated as follows:

1. For the reasonable Administrative Costs of the Zone; then
2. For the payment of Public Improvement Costs through an annual reduction of a portion of the Assessment and interest component of the Annual Installment of Assessments (each as defined in the PID SAP), as further described in the SAP for the PID, on a parcel-by-parcel basis, in an amount not to exceed the TIRZ Maximum Annual Credit Amount, as defined in the SAP for the PID (the "TIRZ Credit"); and
3. To the extent there are TIRZ Fund revenues remaining after such TIRZ Credit, any excess TIRZ Fund revenue shall be returned annually to the General Fund of the City, or to the County, as applicable, or in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, or the County, unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan, the TIRZ Agreement, and the Development Agreement. Any revenue remaining after the funding of the Project Costs shall be returned to the participating taxing entities. The City may amend the Final Plan in compliance with the Development Agreement and TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence upon the approval of the Creation Ordinance by the City Council, and shall continue until December 31, 2062, with the last payment being due by January 31, 2063, unless otherwise terminated in accordance with the Creation Ordinance.

12.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2062, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City and the County shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	List of Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Legal Description
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements

EXHIBIT A – MAP OF THE ZONE

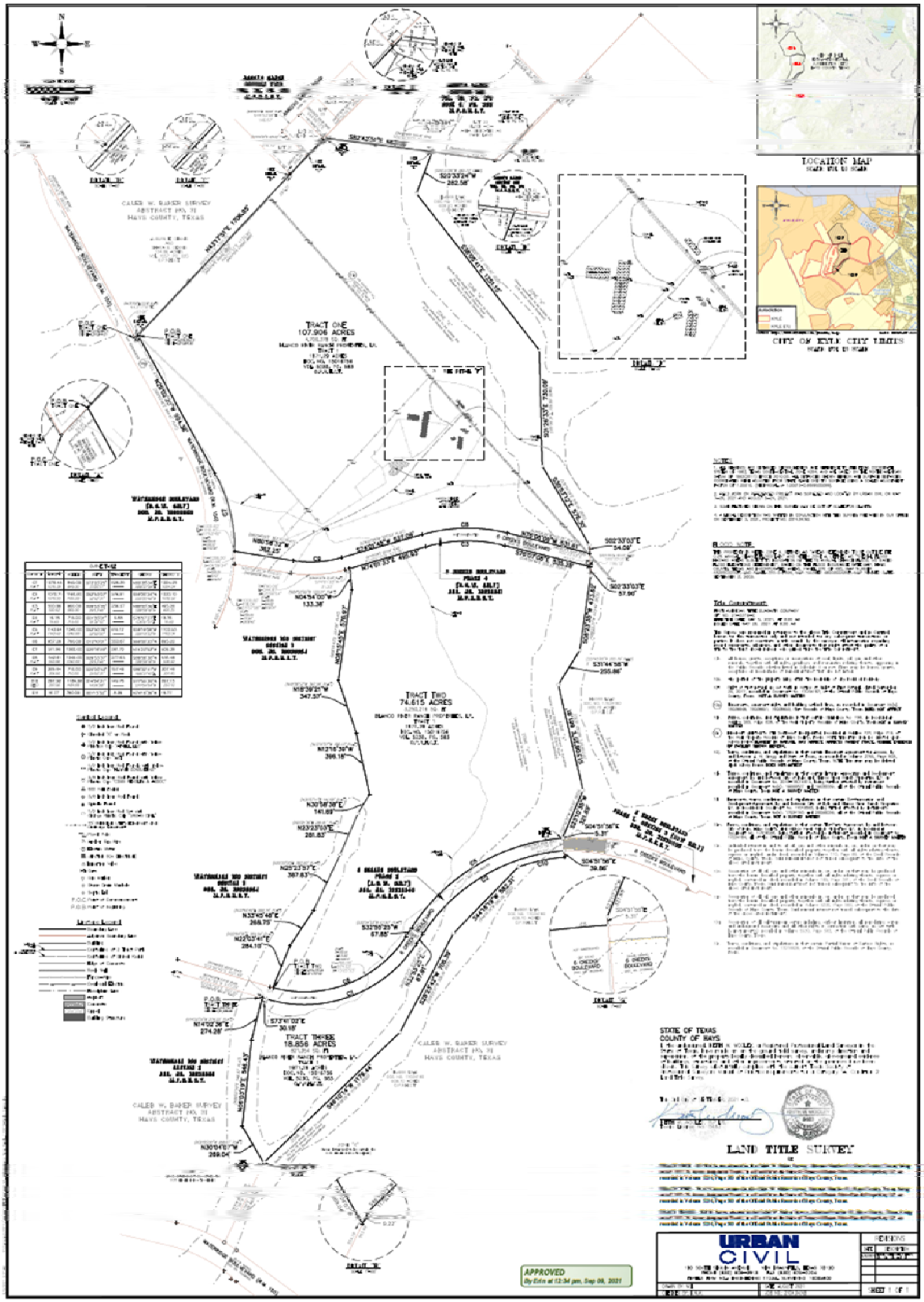


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle
Non-Project Costs

Private Improvements[1]		
Roads	$	9,125,161
Water	$	2,523,114
Sanitary Sewer	$	2,751,120
Utilities	$	2,201,770
Parks and Open Space	$	1,000,000
Home Construction	$	167,758,505
Amenity Center	$	3,000,000
Total Non-Project Costs	**$**	**188,359,670**

(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.

EXHIBIT C – LIST OF PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle
Project Costs

Public Improvements[1]		
Roads	$	12,475,065
Water	$	2,699,682
Sanitary Sewer	$	2,415,814
Storm Drainage	$	5,619,712
Parks and Open Space	$	3,288,142
Soft Costs	$	6,977,576
Interest and Financing Costs[2]	$	8,950,204
Public Improvement Costs	*$*	*42,426,195*
Administrative Costs	**$**	**405,681**
Total Project Costs	**$**	**42,831,876**

(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.
(2) Estimated Interest and Financing Costs subject to change based on SAP.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle
Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Total Project Costs[1,2]	
		Annual	Cumulative
Base	2022	$ -	$ -
1	2023	$ -	$ -
2	2024	$ 1,463,727	$ 1,463,727
3	2025	$ 6,371,260	$ 7,834,987
4	2026	$ 6,371,260	$ 14,206,246
5	2027	$ 6,371,260	$ 20,577,506
6	2028	$ 5,078,191	$ 25,655,697
7	2029	$ 3,354,100	$ 29,009,797
8	2030	$ 3,354,100	$ 32,363,896
9	2031	$ 3,354,100	$ 35,717,996
10	2032	$ 3,354,100	$ 39,072,095
11	2033	$ 3,354,100	$ 42,426,195
		$ 42,426,195	

(1) Estimate provided for illustrative purposes only.
(2) Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Three, City of Kyle
Feasibility Study

Zone Year	Calendar Year	Collection Year	Growth/ Year[1]	Savannah - Development								City AV Revenue				County AV Revenue			
				Added Development	New Taxable Value	Incremental Value	City TIRZ Fund Contribution			County TIRZ Fund Contribution			Total Gross		Total Retained		Total Gross		Total Retained	
							%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
Base	2022	2023			$ 60,050	$ -														
1	2023	2024	2%	$ -	$ 61,251	$ 1,201	36.74%	$ -	$ -	36.74%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	2024	2025	2%	$ 10,217,358	$ 10,279,834	$ 10,219,784	36.74%	$ 2	$ 2	36.74%	$ 2	$ 2	$ 6	$ 6	$ 4	$ 4	$ 4	$ 4	$ 3	$ 3
3	2025	2026	2%	$ 44,473,761	$ 54,959,192	$ 54,899,142	36.74%	$ 19,079	$ 19,081	36.74%	$ 13,624	$ 13,626	$ 51,937	$ 51,943	$ 32,858	$ 32,862	$ 37,088	$ 37,092	$ 23,463	$ 23,466
4	2026	2027	2%	$ 44,473,761	$ 100,532,137	$ 100,472,087	36.74%	$ 102,490	$ 121,572	36.74%	$ 73,187	$ 86,813	$ 278,997	$ 330,940	$ 176,507	$ 209,369	$ 199,229	$ 236,321	$ 126,042	$ 149,508
5	2027	2028	2%	$ 44,473,761	$ 147,016,540	$ 146,956,490	36.74%	$ 187,569	$ 309,141	36.74%	$ 133,941	$ 220,754	$ 510,599	$ 841,540	$ 323,030	$ 532,399	$ 364,613	$ 600,934	$ 230,672	$ 380,180
6	2028	2029	2%	$ 35,447,661	$ 185,404,532	$ 185,344,482	36.74%	$ 274,350	$ 583,491	36.74%	$ 195,910	$ 416,665	$ 746,833	$ 1,588,373	$ 472,483	$ 1,004,881	$ 533,305	$ 1,134,239	$ 337,395	$ 717,575
7	2029	2030	2%	$ 23,412,861	$ 212,525,484	$ 212,465,434	36.74%	$ 346,016	$ 929,507	36.74%	$ 247,086	$ 663,751	$ 941,921	$ 2,530,293	$ 595,905	$ 1,600,786	$ 672,615	$ 1,806,854	$ 425,529	$ 1,143,103
8	2030	2031	2%	$ 23,412,861	$ 240,188,854	$ 240,128,804	36.74%	$ 396,648	$ 1,326,155	36.74%	$ 283,242	$ 946,993	$ 1,079,749	$ 3,610,043	$ 683,102	$ 2,283,888	$ 771,037	$ 2,577,891	$ 487,795	$ 1,630,899
9	2031	2032	0%	$ 23,412,861	$ 263,601,715	$ 263,541,665	36.74%	$ 448,292	$ 1,774,447	36.74%	$ 320,120	$ 1,267,113	$ 1,220,335	$ 4,830,377	$ 772,043	$ 3,055,930	$ 871,427	$ 3,449,319	$ 551,307	$ 2,182,206
10	2032	2033	0%	$ 23,412,861	$ 287,014,576	$ 286,954,526	36.74%	$ 492,001	$ 2,266,448	36.74%	$ 351,332	$ 1,618,445	$ 1,339,319	$ 6,169,696	$ 847,318	$ 3,903,248	$ 956,393	$ 4,405,712	$ 605,060	$ 2,787,266
11	2033	2034	2%	$ 23,412,861	$ 316,167,729	$ 316,107,679	36.74%	$ 535,710	$ 2,802,158	36.74%	$ 382,545	$ 2,000,990	$ 1,458,303	$ 7,627,999	$ 922,593	$ 4,825,841	$ 1,041,358	$ 5,447,070	$ 658,813	$ 3,446,080
12	2034	2035	2%	$ -	$ 322,491,083	$ 322,431,033	36.74%	$ 590,135	$ 3,392,293	36.74%	$ 421,409	$ 2,422,399	$ 1,606,459	$ 9,234,458	$ 1,016,324	$ 5,842,165	$ 1,147,155	$ 6,594,224	$ 725,746	$ 4,171,825
13	2035	2036	2%	$ -	$ 328,940,905	$ 328,880,855	36.74%	$ 601,940	$ 3,994,233	36.74%	$ 429,839	$ 2,852,238	$ 1,638,595	$ 10,873,052	$ 1,036,654	$ 6,878,819	$ 1,170,102	$ 7,764,327	$ 740,263	$ 4,912,089
14	2036	2037	2%	$ -	$ 335,519,723	$ 335,459,673	36.74%	$ 613,981	$ 4,608,215	36.74%	$ 438,437	$ 3,290,675	$ 1,671,373	$ 12,544,425	$ 1,057,391	$ 7,936,210	$ 1,193,509	$ 8,957,835	$ 755,071	$ 5,667,160
15	2037	2038	2%	$ -	$ 342,230,118	$ 342,170,068	36.74%	$ 626,263	$ 5,234,478	36.74%	$ 447,208	$ 3,737,883	$ 1,704,806	$ 14,249,231	$ 1,078,543	$ 9,014,753	$ 1,217,383	$ 10,175,218	$ 770,175	$ 6,437,335
16	2038	2039	2%	$ -	$ 349,074,720	$ 349,014,670	36.74%	$ 638,791	$ 5,873,269	36.74%	$ 456,153	$ 4,194,036	$ 1,738,908	$ 15,988,139	$ 1,100,118	$ 10,114,870	$ 1,241,735	$ 11,416,953	$ 785,582	$ 7,222,917
17	2039	2040	2%	$ -	$ 356,056,214	$ 355,996,164	36.74%	$ 651,569	$ 6,524,838	36.74%	$ 465,278	$ 4,659,315	$ 1,773,693	$ 17,761,832	$ 1,122,124	$ 11,236,994	$ 1,266,574	$ 12,683,528	$ 801,296	$ 8,024,213
18	2040	2041	2%	$ -	$ 363,177,339	$ 363,117,289	36.74%	$ 664,602	$ 7,189,440	36.74%	$ 474,585	$ 5,133,900	$ 1,809,173	$ 19,571,004	$ 1,144,570	$ 12,381,564	$ 1,291,910	$ 13,975,438	$ 817,325	$ 8,841,538
19	2041	2042	0%	$ -	$ 363,177,339	$ 363,117,289	36.74%	$ 677,897	$ 7,867,337	36.74%	$ 484,079	$ 5,617,978	$ 1,845,362	$ 21,416,366	$ 1,167,465	$ 13,549,029	$ 1,317,753	$ 15,293,190	$ 833,674	$ 9,675,212
20	2042	2043	0%	$ -	$ 363,177,339	$ 363,117,289	36.74%	$ 677,897	$ 8,545,234	36.74%	$ 484,079	$ 6,102,057	$ 1,845,362	$ 23,261,729	$ 1,167,465	$ 14,716,495	$ 1,317,753	$ 16,610,943	$ 833,674	$ 10,508,886
21	2043	2044	2%	$ -	$ 370,440,886	$ 370,380,836	36.74%	$ 677,897	$ 9,223,131	36.74%	$ 484,079	$ 6,586,135	$ 1,845,362	$ 25,107,091	$ 1,167,465	$ 15,883,960	$ 1,317,753	$ 17,928,696	$ 833,674	$ 11,342,560
22	2044	2045	2%	$ -	$ 377,849,703	$ 377,789,653	36.74%	$ 691,457	$ 9,914,587	36.74%	$ 493,762	$ 7,079,897	$ 1,882,275	$ 26,989,366	$ 1,190,818	$ 17,074,779	$ 1,344,112	$ 19,272,808	$ 850,350	$ 12,192,911
23	2045	2046	2%	$ -	$ 385,406,697	$ 385,346,647	36.74%	$ 705,288	$ 10,619,876	36.74%	$ 503,639	$ 7,583,536	$ 1,919,927	$ 28,909,293	$ 1,214,639	$ 18,289,417	$ 1,370,999	$ 20,643,806	$ 867,360	$ 13,060,271
24	2046	2047	2%	$ -	$ 393,114,831	$ 393,054,781	36.74%	$ 719,396	$ 11,339,272	36.74%	$ 513,713	$ 8,097,249	$ 1,958,332	$ 30,867,625	$ 1,238,935	$ 19,528,353	$ 1,398,423	$ 22,042,229	$ 884,710	$ 13,944,981
25	2047	2048	2%	$ -	$ 400,977,128	$ 400,917,078	36.74%	$ 733,786	$ 12,073,059	36.74%	$ 523,989	$ 8,621,238	$ 1,997,504	$ 32,865,129	$ 1,263,718	$ 20,792,071	$ 1,426,396	$ 23,468,625	$ 902,407	$ 14,847,388
26	2048	2049	2%	$ -	$ 408,996,670	$ 408,936,620	36.74%	$ 748,464	$ 12,821,523	36.74%	$ 534,470	$ 9,155,708	$ 2,037,461	$ 34,902,590	$ 1,288,996	$ 22,081,067	$ 1,454,928	$ 24,923,553	$ 920,458	$ 15,767,846
27	2049	2050	2%	$ -	$ 417,176,604	$ 417,116,554	36.74%	$ 763,436	$ 13,584,959	36.74%	$ 545,161	$ 9,700,869	$ 2,078,216	$ 36,980,806	$ 1,314,780	$ 23,395,847	$ 1,484,031	$ 26,407,584	$ 938,870	$ 16,706,715
28	2050	2051	2%	$ -	$ 425,520,136	$ 425,460,086	36.74%	$ 778,707	$ 14,363,666	36.74%	$ 556,066	$ 10,256,935	$ 2,119,786	$ 39,100,592	$ 1,341,079	$ 24,736,926	$ 1,513,716	$ 27,921,300	$ 957,650	$ 17,664,365
29	2051	2052	0%	$ -	$ 425,520,136	$ 425,460,086	36.74%	$ 794,283	$ 15,157,949	36.74%	$ 567,189	$ 10,824,124	$ 2,162,188	$ 41,262,780	$ 1,367,905	$ 26,104,831	$ 1,543,995	$ 29,465,295	$ 976,806	$ 18,641,171
30	2052	2053	0%	$ -	$ 425,520,136	$ 425,460,086	36.74%	$ 794,283	$ 15,952,233	36.74%	$ 567,189	$ 11,391,313	$ 2,162,188	$ 43,424,968	$ 1,367,905	$ 27,472,736	$ 1,543,995	$ 31,009,290	$ 976,806	$ 19,617,977
				$ 296,150,607				**$ 15,952,233**			**$ 11,391,313**		**$ 43,424,968**		**$ 27,472,736**		**$ 31,009,290**		**$ 19,617,977**	

Assumptions	
Tax Increment Base[2]	$ 60,050
City AV Rate	0.508200
County AV Rate	0.362900

Footnotes

1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
2) Tax Increment Base as of January 1, 2022, as confirmed by Hays CAD.
3) It is anticipated that this Preliminary Plan shall be amended in the future to identify additional development within the Zone.

EXHIBIT F – LEGAL DESCRIPTION

URBANCIVIL

EXHIBIT "A"

Job No. 2104.04.NB
September 3, 2021

107.906 Acres
Tract One

State of Texas
County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, *LP*, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

URBANCIVIL

Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

URBAN CIVIL

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning,** containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

URBAN CIVIL

Keith W. Wooley, R.P.L.S.
License No. 5463

Page **3** of **3**

URBANCIVIL

Job No. 2104.04.NB
September 3, 2021

74.615 Acres
Tract Two

State of Texas
County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

URBANCIVIL

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

URBANCIVIL

Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning,** containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

URBAN CIVIL

Keith W. Wooley, R.P.L.S.
License No. 5463

URBANCIVIL

Job No. 2104.04.NB
September 3, 2021

18.856 Acres
Tract Three

State of Texas
County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

URBANCIVIL

Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning,** containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

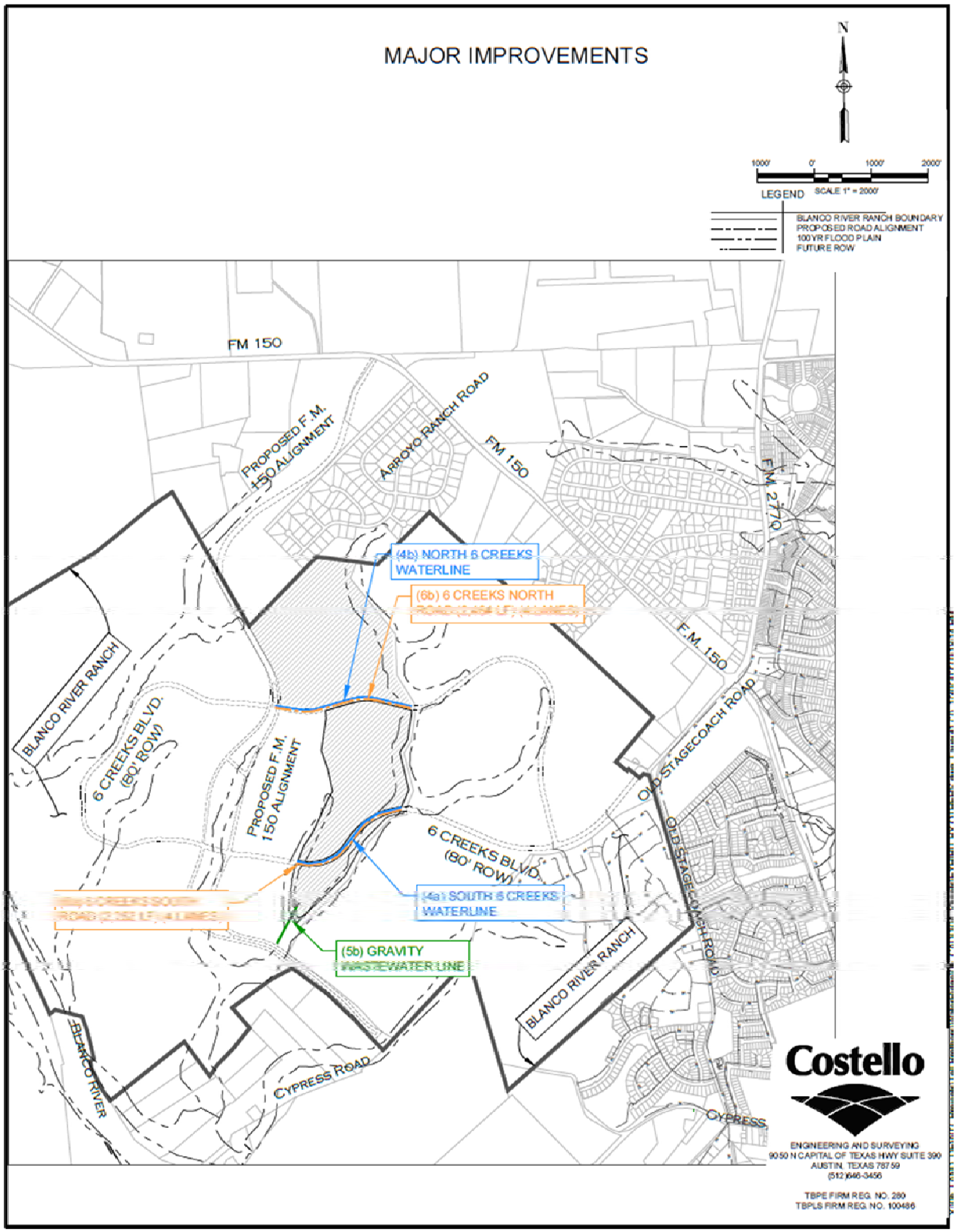
URBAN CIVIL

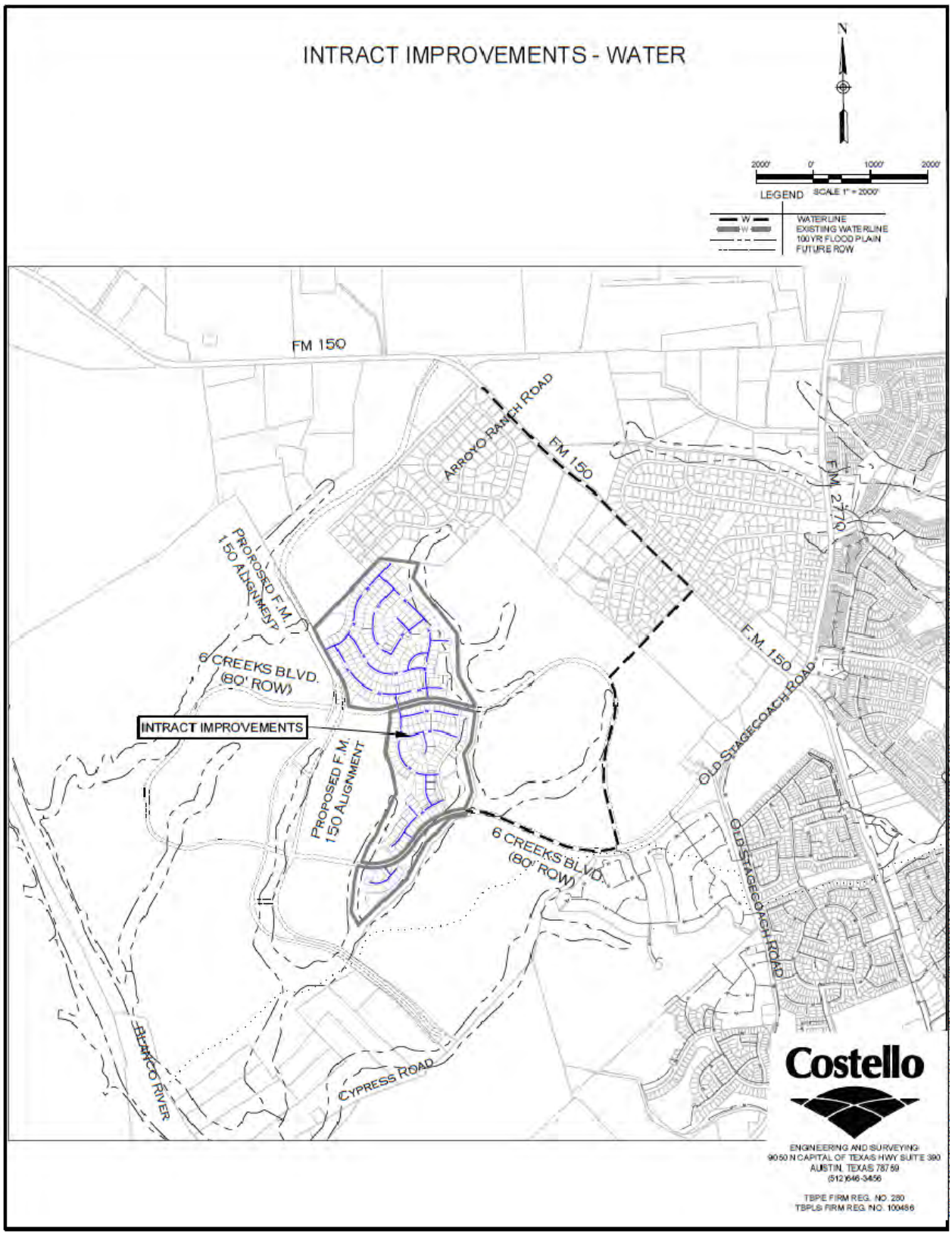
Keith W. Wooley, R.P.L.S.
License No. 5463

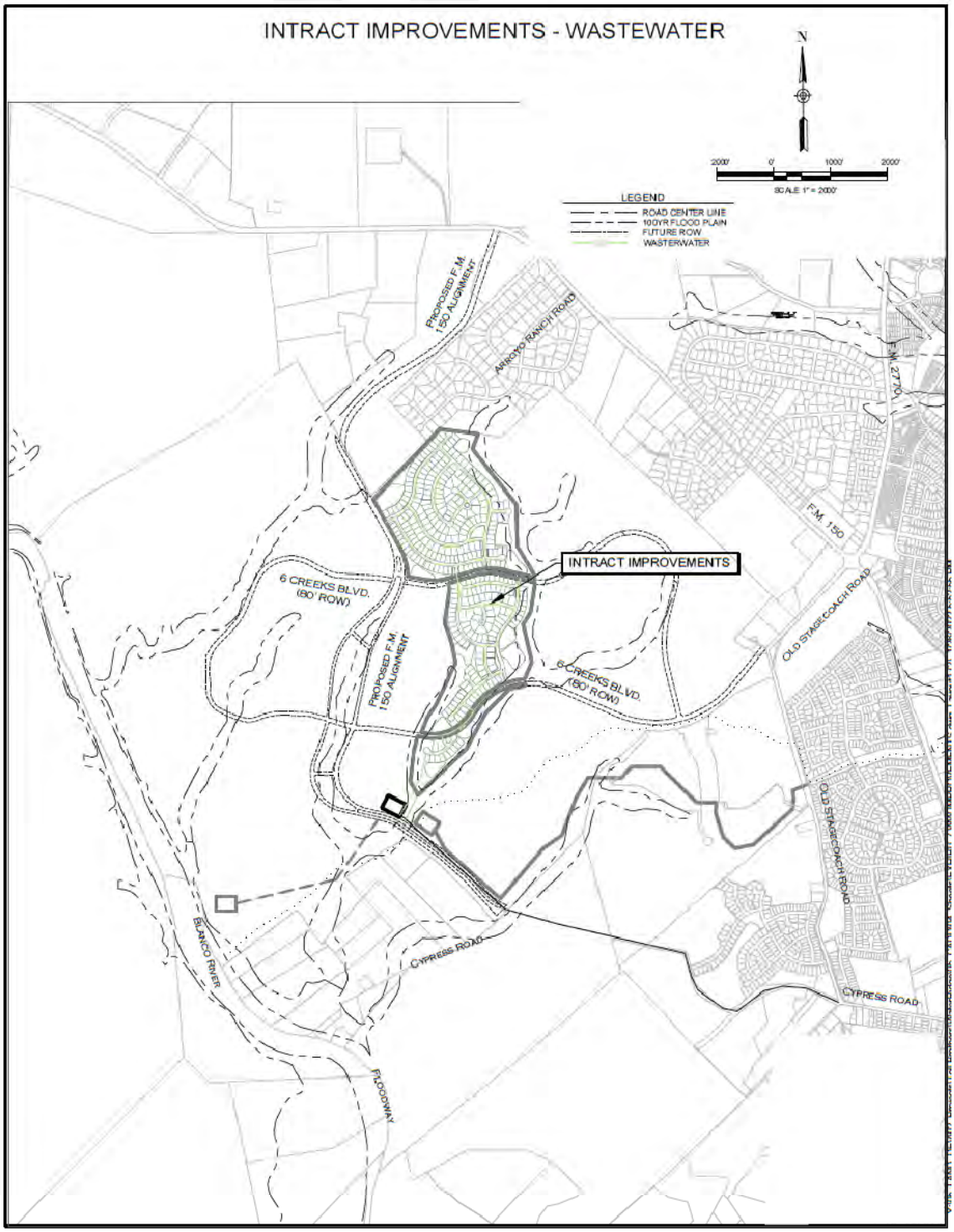
Page **2** of **2**

EXHIBIT G – PROPOSED USES OF THE PROPERTY

EXHIBIT H –MAP OF THE PUBLIC IMPROVEMENTS




INTRACT IMPROVEMENTS - WATER
N
2000' 0' 1000' 2000'
LEGEND SCALE 1" = 2000'
WATERLINE
EXISTING WATERLINE
100 YR FLOOD PLAIN
FUTURE ROW
FM 150
ARROYO RANCH ROAD
FM 150
F.M. 2770
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
F.M. 150
INTRACT IMPROVEMENTS
PROPOSED F.M. 150 ALIGNMENT
OLD STAGECOACH ROAD
6 CREEKS BLVD. (80' ROW)
OLD STAGECOACH ROAD
BLANCO RIVER
CYPRESS ROAD
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3456
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486


INTRACT IMPROVEMENTS - WASTEWATER
N
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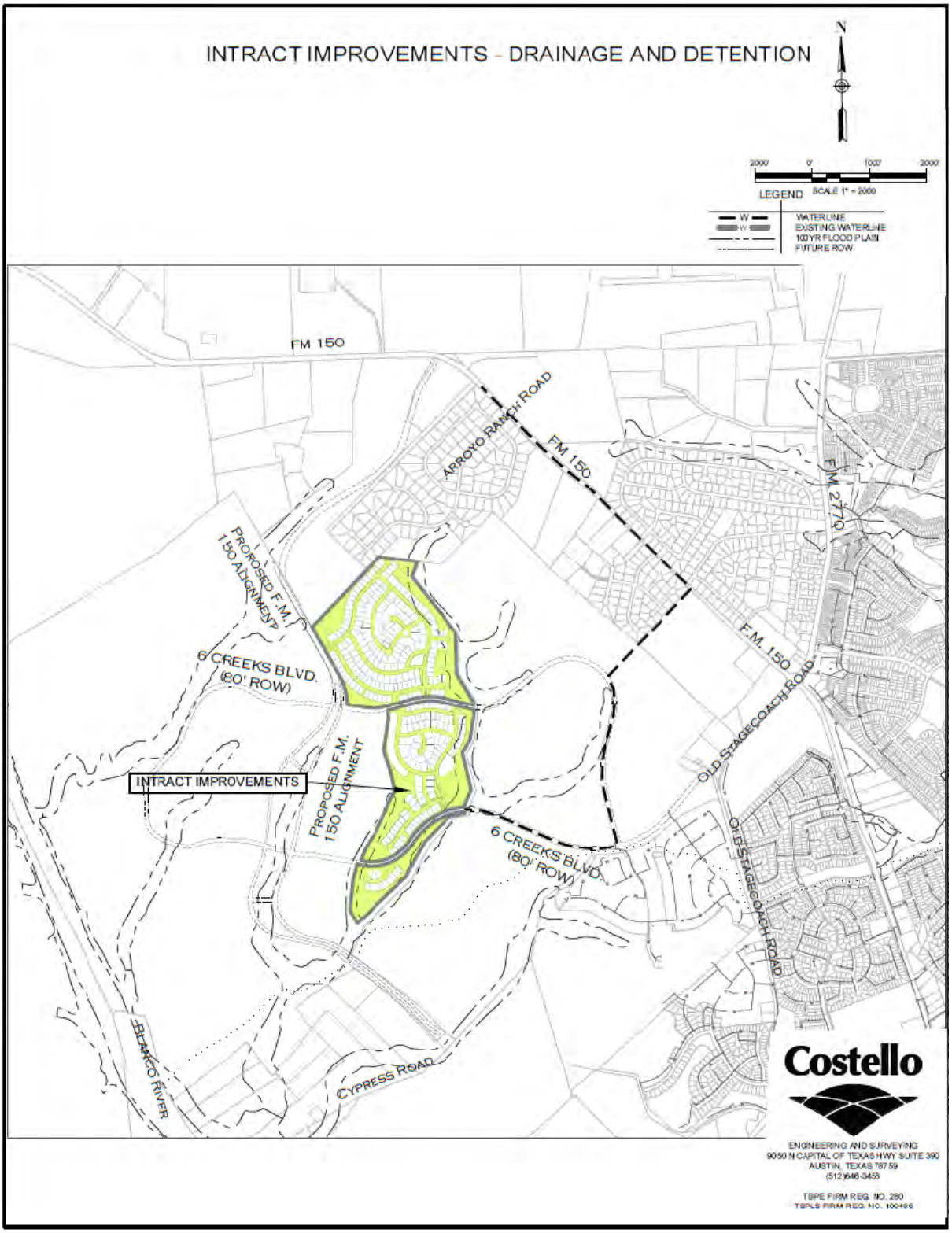
SCALE: 1" = 2000'
LEGEND
ROAD CENTER LINE
100YR FLOOD PLAIN
FUTURE ROW
WASTERWATER
PROPOSED F.M. 150 ALIGNMENT
ARROYO RANCH ROAD
F.M. 2770
F.M. 150
INTRACT IMPROVEMENTS
6 CREEKS BLVD. (80' ROW)
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
OLD STAGECOACH ROAD
OLD STAGECOACH ROAD
CYPRESS ROAD
CYPRESS ROAD
BLANCO RIVER
FLOODWAY


INTRACT IMPROVEMENTS - DRAINAGE AND DETENTION
N
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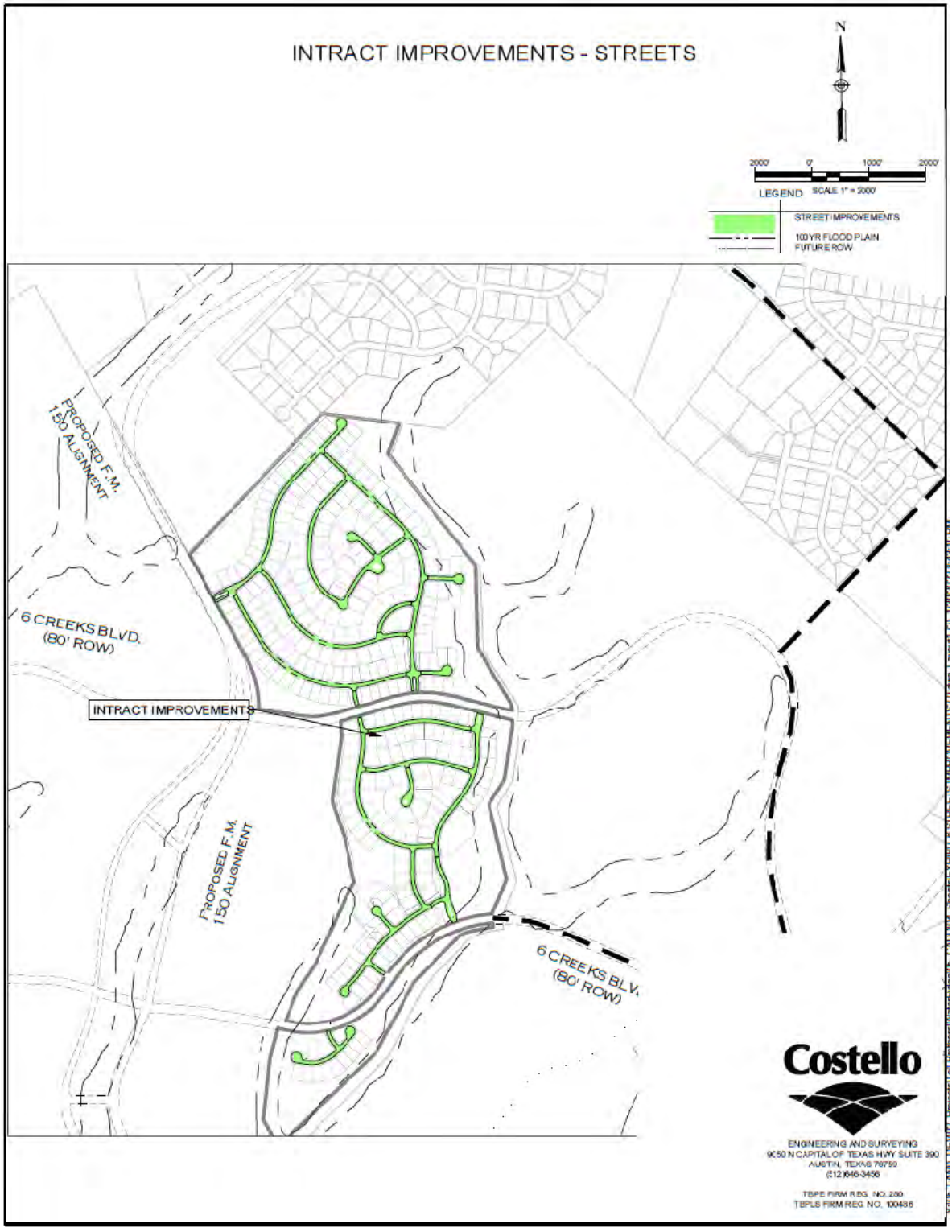
SCALE 1" = 2000
LEGEND
W WATERLINE
W EXISTING WATERLINE
100YR FLOOD PLAIN
FUTURE ROW
FM 150
ARROYO RANCH ROAD
FM 150
F.M. 2770
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
F.M. 150
OLD STAGECOACH ROAD
INTRACT IMPROVEMENTS
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
OLD STAGECOACH ROAD
BLANCO RIVER
CYPRESS ROAD
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3455
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100494


INTRACT IMPROVEMENTS - STREETS
N
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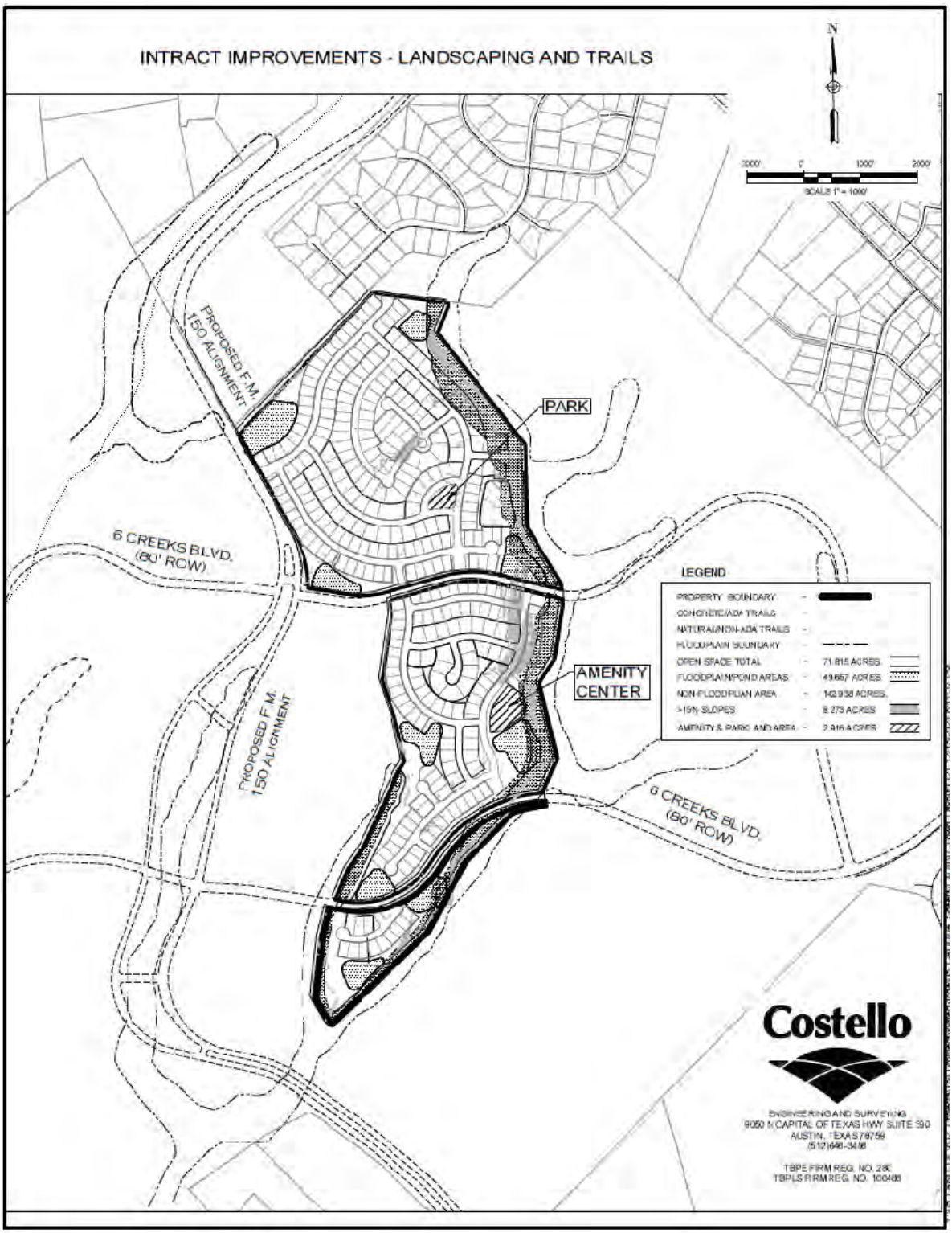
LEGEND SCALE 1" = 2000'
STREET IMPROVEMENTS
100YR FLOOD PLAIN
FUTURE ROW
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
INTRACT IMPROVEMENTS
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLV. (80' ROW)
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3456
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486


INTRACT IMPROVEMENTS - LANDSCAPING AND TRAILS
N
SCALE 1" = 1000'
PROPOSED F.M. 150 ALIGNMENT
PARK
6 CREEKS BLVD. (80' ROW)
AMENITY CENTER
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
LEGEND
PROPERTY BOUNDARY
CONCRETE/ADA TRAILS
NATURAL/NON-ADA TRAILS
FLOODPLAIN BOUNDARY
OPEN SPACE TOTAL - 71.815 ACRES
FLOODPLAIN/POND AREAS - 49.657 ACRES
NON-FLOODPLAIN AREA - 142.938 ACRES
>15% SLOPES - 8.273 ACRES
AMENITY & PARK AND AREA - 2.316 ACRES
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3498
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486

Ordinance No. 1191

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CERTAIN AREA AS REINVESTMENT ZONE NO. THREE, CITY OF KYLE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City of Kyle (the "City") may designate a geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan attached hereto as Attachment 1 and incorporated herein for all purposes, which provides that City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be used in the financing of the proposed zone; and

WHEREAS, a notice of a public hearing on the creation of the proposed zone was published in accordance with law, to be held on February 15, 2022, in the Hays Free Press, a newspaper of general circulation in the City; and

WHEREAS, at the public hearing interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, zero owners of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, that:

SECTION 1. Findings.

(a) The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) The City Council further finds and declares that the proposed improvements in the proposed zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) The City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005(a)(2) of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack essential public infrastructure, including water and wastewater infrastructure and adequate roads to serve development of the property, which conditions substantially impair and arrest the sound growth of the City.

(d) The City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares that:

(1) The proposed zone is a geographic area located wholly within the extraterritorial jurisdiction of the City and will be annexed into the corporate limits of the City; and

(2) The appraised value of taxable real property in the proposed zone plus the total appraised value of taxable real property contained in other tax increment reinvestment zones located within the City do not exceed 50 percent of the total appraised value of taxable real property in the City. There are no industrial districts created by the City; and

(3) Less than 30 percent of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes as of the date of creation of the proposed zone; and

(4) The development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 2. Designation of the Zone

The City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), hereby designates as a reinvestment zone, and creates and designates a reinvestment zone over, the area described in **Exhibit A** and **F** of **Attachment 1** to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number Three, City of Kyle, Texas, (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(2) of the Texas Tax Code.

SECTION 3. Board of Directors

(a) There is hereby created a Board of Directors for the Zone, which shall consist of nine members. The City Council shall appoint seven (7) members of the Board in Places 1 through 7. Two (2) members of the Board may be appointed by the Hays County Commissioners to Places 8 and 9 or the County may waive appointment of Board members.

(b) If the City Council chooses to appoint currently serving members of the City Council of the City to the Board of Directors, then the Council members shall serve the same term as their elected term on the City Council. The two Hays County Commissioners shall serve a two-year term on the Board of Directors. If the City Council chooses to appoint other than currently serving members of the City Council, such members shall serve two-year terms, provided that the City Council may establish an initial term of one (1) year for one or more of Places 1 through 7 so that the Board of Directors serve staggered terms. Vacancies shall be filled for the remainder of the unexpired term, by appointment made by the governing body that appointed the Director who served in the vacated position.

(c) Each member of the Board shall be a qualified voter of the City, or a person at least eighteen (18) years of age who must be a resident of Hays County or county adjacent to Hays County or own real property in the reinvestment zone.

(d) The City Council shall annually appoint a member of the Board to serve as chairman of the Board for a one-year term beginning January 1st and ending December 31st. The Board may elect a Vice Chairman to serve in the absence of the Chairman, and other officers as it deems appropriate.

(e) The Board shall have the authority specifically given to the Board in Chapter 311, Texas Tax Code. Any powers and duties that may be delegated to the Board are not delegated at this time. The Board shall have such other authority, as may be lawfully delegated by the City Council, as is delegated by the City Council acting by a formal, written Resolution or Ordinance. Action by the Board that is expressly or impliedly provided in Chapter 311, or by other state law, to be subject to approval by the City Council, shall not be effective until approved in writing by the City Council.

(f) The Board shall perform each duty and obligation required to be performed by the Board, by Chapter 311, any project or plan approved by the City Council, and each such duty and obligation lawfully imposed on the Board by the City Council consistent with Chapter 311.

(g) The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund, that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan.

SECTION 4. Duration of the Zone

The zone shall take effect immediately upon passage of this Ordinance. The Zone shall terminate on the earlier of (i) December 31, 2062, or (ii) at such time that the obligations of the Zone, including all project costs, have been paid in full. The City shall have the right, through a subsequent City Ordinance, to terminate the Zone prior to the expiration date if all of the project costs have been paid in full or upon the events stated in the Development Agreement, as that term is defined in the project plan.

SECTION 5. Tax Increment Base

The tax increment base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, as of January 1, 2022, the year in which the Zone was designated as a reinvestment zone, subject to any applicable tax exemptions (the "Tax Increment Base").

SECTION 6. Tax Increment Fund

There is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

SECTION 7. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be

unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 8. It is hereby officially found and determined that the meeting at which thisordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the 1st day of March, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the 19 day of April, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of theGovernment Code.

APPROVED this 19th day of April, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Attachment 1

Project and Finance Plan

REINVESTMENT ZONE NUMBER THREE
CITY OF KYLE, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN

FEBRUARY 15, 2022

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Kyle, Texas, a Home Rule municipality (the "City") has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the "City Council") has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone (hereinafter defined) is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council is considering the creation of a tax increment reinvestment zone known as *"Reinvestment Zone Number Three, City of Kyle, Texas"* (the "Zone") that includes approximately

201.37 acres of land as depicted on **Exhibit A** and described by metes and bounds on **Exhibit F** (the "Property"). The Property is anticipated to be owned by Toll Brothers, Inc. (the "Developer"). The Property is currently located within the extraterritorial jurisdiction of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single family residential. The Property is undeveloped, and due to its size, location, and physical characteristics, development would not occur solely through private investment in the foreseeable future. The Property substantially impaired and arrested the sound growth of the City because it was predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements (hereinafter defined), and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and Hays County, (the "County") a quality master planned residential community.

1.4 Preliminary Plan and Hearing

Before the City Council considered adopting the ordinance designating the Zone (the "Creation Ordinance"), the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and called a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by this *Reinvestment Zone Number Three, City of Kyle, Texas, Preliminary Project and Finance Plan* dated February 15, 2022 (the "Preliminary Plan"), the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed shall be determined by a *Reinvestment Zone Number Three, City of Kyle, Texas, Final Project and Finance Plan* (the "Final Plan"), which requires approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and make the following findings (1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone was feasible, (3) that improvements in the Zone will significantly

enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and (4) that the Zone meets the eligibility requirements of the Act. Among other provisions required by the Act, the Creation Ordinance shall appoint a Board of Directors for the Zone (the "Board").

1.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute a portion of its ad valorem tax increment attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to pay the costs of public improvements and other projects benefiting the Zone. Additionally, the Board shall consider a TIRZ Agreement among the City, the Board and the Developer to be effective on the date specified therein (the "TIRZ Agreement") and recommend its approval to the City Council, pursuant to which the City shall apply City Tax Increment (defined hereafter) on deposit in the TIRZ Fund to the TIRZ Annual Credit Amount, as defined in the Service and Assessment Plan (the "SAP") for the Savannah Public Improvement District (the "PID"). Should the County choose to participate in the Zone, the Board shall consider a County Participation Agreement, between the City and the County, and recommend its approval to the City Council.

1.7 Council Action

On April 19, 2022, the City Council approved the Creation Ordinance. On April 19, 2022, the City Council approved a development agreement with the Developer (the "Development Agreement", as amended from time to time)**.** The Development Agreement details certain obligations to be included in the Final Plan. It is anticipated that the Final Plan shall be updated in the future to reflect additional development within the Zone.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single-family residential, in accordance with the City's zoning ordinance. The majority of the Property is undeveloped, and there is no public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

2.2 Proposed Uses

The proposed use of the Property is a residential master planned community pursuant to the Development Agreement, as shown on **Exhibit G**.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property shall be subject to the City's zoning and development regulation, to the extent not modified by the Development Agreement, as well as the Development Agreement. The City has or shall have exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned, except for those identified in the Development Agreement.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons shall be displaced and in need of relocation due to the creation of the Zone or due to the implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of non-project costs is shown on **Exhibit B**, and are estimated to be approximately $188,359,670.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roads, water, sanitary sewer, storm drainage, parks and open space, professional services, and associated financing and interest costs (the "Public Improvements"), as depicted on **Exhibit H**, and detailed on **Exhibit C**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act. It is anticipated that the Final Plan shall be updated in the future to include additional Public Improvements.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes the Public Improvements costs (the "Public Improvement Costs") and the Administrative Costs (hereinafter defined), are estimated to be $42,831,876 (collectively, the "Project Costs"), as shown on **Exhibit C.**

7.2 Estimated Costs of Public Improvements

The estimated Public Improvement Costs within the Zone are $42,426,195, as shown on **Exhibit C**. Pursuant to the Development Agreement and TIRZ Agreement, the Public Improvements of the Zone primarily consist of the Authorized Improvements, as such term is defined in the SAP for the PID.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to be $10,000 per year beginning 2023 and escalating at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the Public Improvement Costs will be incurred between 2023 and 2033, as shown on **Exhibit D**, and funded annually over the remaining term of the Zone.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of the Final Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the "Feasibility Study"). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $43,424,968 in total new real property tax revenue for the City. Pursuant to the Final Plan, the City shall deposit the City Tax Increment (defined hereafter), estimated at $15,952,233, in to the TIRZ Fund to pay Project Costs. The City, as a participant, will benefit from the new development within the Zone and will retain approximately $27,472,736 in net additional real property tax revenue.

Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $31,009,290 in total new real property tax revenue for the County. If applicable, the County shall deposit the County Tax Increment (defined hereafter), estimated at $11,391,313, in to the TIRZ Fund to pay Project Costs. The County, as a participant, will benefit from the new development within the Zone and will retain approximately $19,617,977 in net additional real property tax revenue.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City and the County. The remainder of the new City and County real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Upon expiration or termination of the Zone, one hundred percent (100%) of all new real property tax revenue generated within the Zone will be retained by the respective taxing entity. Based on the foregoing, the economic feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Tax Increment Base

The total appraised value of taxable real property in the Zone at the time of creation is estimated to be $60,050 (the "Tax Increment Base") and shall be confirmed by the Hays Central Appraisal District. Each year, the Hays Central Appraisal District shall confirm the current taxable value of the Zone, less the Tax Increment Base (the "Captured Appraised Value").

10.2 Estimated Captured Appraised Value

The amount of the City Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value, as described in Section 11 of this Preliminary Plan. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

If applicable, the amount of the County Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the County into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

Pursuant to the Development Agreement, the Developer has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to deposit into the TIRZ Fund beginning in 2023 an amount equal to thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the City on the Captured Appraised Value in the Zone (the "City Tax Increment"). For example, in FY 2021, the City's ad valorem tax rate was $0.5082 per $100 of taxable value, therefore the City would contribute $0.1867 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

Should the County choose to participate in the Zone, the County Participation Agreement shall obligate the County to deposit into the TIRZ Fund beginning in 2023 an amount equal thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the County

on the Captured Appraised Value in the Zone (the "County Tax Increment"). For example, in FY 2021, the County's ad valorem tax rate was $0.3629 per $100 of taxable value, therefore the County would contribute $0.1333 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The funds deposited into the TIRZ Fund shall be prioritized and allocated as follows:

1. For the reasonable Administrative Costs of the Zone; then
2. For the payment of Public Improvement Costs through an annual reduction of a portion of the Assessment and interest component of the Annual Installment of Assessments (each as defined in the PID SAP), as further described in the SAP for the PID, on a parcel-by-parcel basis, in an amount not to exceed the TIRZ Maximum Annual Credit Amount, as defined in the SAP for the PID (the "TIRZ Credit"); and
3. To the extent there are TIRZ Fund revenues remaining after such TIRZ Credit, any excess TIRZ Fund revenue shall be returned annually to the General Fund of the City, or to the County, as applicable, or in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, or the County, unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan, the TIRZ Agreement, and the Development Agreement. Any revenue remaining after the funding of the Project Costs shall be returned to the participating taxing entities. The City may amend the Final Plan in compliance with the Development Agreement and TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence upon the approval of the Creation Ordinance by the City Council, and shall continue until December 31, 2062, with the last payment being due by January 31, 2063, unless otherwise terminated in accordance with the Creation Ordinance.

12.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2062, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City and the County shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	List of Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Legal Description
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements

EXHIBIT A – MAP OF THE ZONE

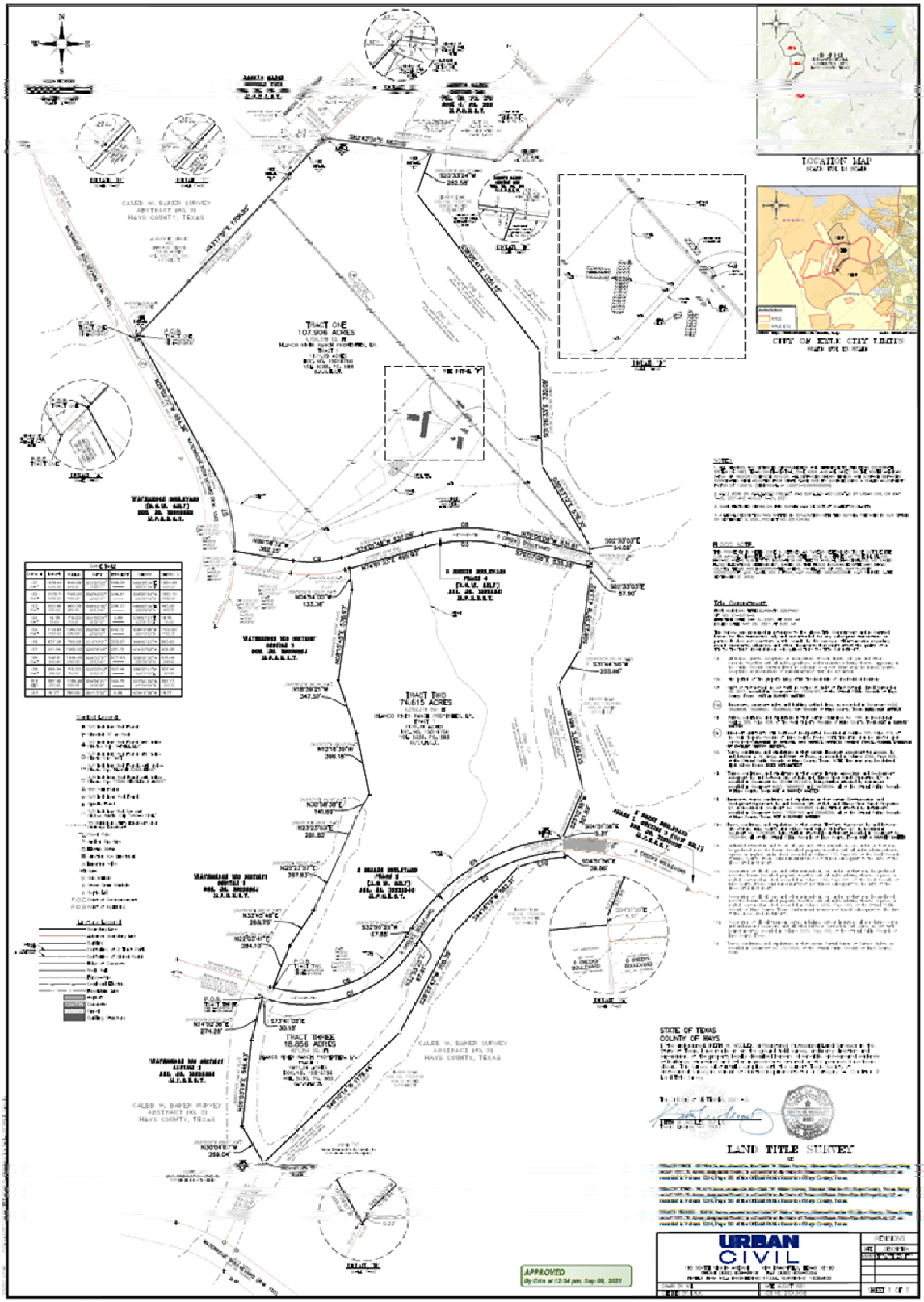

EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle
Non-Project Costs

Private Improvements[1]		
Roads	$	9,125,161
Water	$	2,523,114
Sanitary Sewer	$	2,751,120
Utilities	$	2,201,770
Parks and Open Space	$	1,000,000
Home Construction	$	167,758,505
Amenity Center	$	3,000,000
Total Non-Project Costs	**$**	**188,359,670**

(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.

EXHIBIT C – LIST OF PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle
Project Costs

Public Improvements[1]		
Roads	$	12,475,065
Water	$	2,699,682
Sanitary Sewer	$	2,415,814
Storm Drainage	$	5,619,712
Parks and Open Space	$	3,288,142
Soft Costs	$	6,977,576
Interest and Financing Costs[2]	$	8,950,204
Public Improvement Costs	*$*	*42,426,195*
Administrative Costs	**$**	**405,681**
Total Project Costs	**$**	**42,831,876**

(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.
(2) Estimated Interest and Financing Costs subject to change based on SAP.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle
Estimated Timeline of Incurred Project Costs

Zone Year	Calendar Year	Total Project Costs[1,2]	
		Annual	Cumulative
Base	2022	$ -	$ -
1	2023	$ -	$ -
2	2024	$ 1,463,727	$ 1,463,727
3	2025	$ 6,371,260	$ 7,834,987
4	2026	$ 6,371,260	$ 14,206,246
5	2027	$ 6,371,260	$ 20,577,506
6	2028	$ 5,078,191	$ 25,655,697
7	2029	$ 3,354,100	$ 29,009,797
8	2030	$ 3,354,100	$ 32,363,896
9	2031	$ 3,354,100	$ 35,717,996
10	2032	$ 3,354,100	$ 39,072,095
11	2033	$ 3,354,100	$ 42,426,195
		$ 42,426,195	

(1) Estimate provided for illustrative purposes only.
(2) Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Three, City of Kyle
Feasibility Study

Zone Year	Calendar Year	Collection Year	Growth/ Year[1]	Savannah - Development								City AV Revenue				County AV Revenue			
				Added Development	New Taxable Value	Incremental Value	City TIRZ Fund Contribution			County TIRZ Fund Contribution			Total Gross		Total Retained		Total Gross		Total Retained	
							%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
Base	2022	2023			$ 60,050	$ -														
1	2023	2024	2%	$ -	$ 61,251	$ 1,201	36.74%	$ -	$ -	36.74%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	2024	2025	2%	$ 10,217,358	$ 10,279,834	$ 10,219,784	36.74%	$ 2	$ 2	36.74%	$ 2	$ 2	$ 6	$ 6	$ 4	$ 4	$ 4	$ 4	$ 3	$ 3
3	2025	2026	2%	$ 44,473,761	$ 54,959,192	$ 54,899,142	36.74%	$ 19,079	$ 19,081	36.74%	$ 13,624	$ 13,626	$ 51,937	$ 51,943	$ 32,858	$ 32,862	$ 37,088	$ 37,092	$ 23,463	$ 23,466
4	2026	2027	2%	$ 44,473,761	$ 100,532,137	$ 100,472,087	36.74%	$ 102,490	$ 121,572	36.74%	$ 73,187	$ 86,813	$ 278,997	$ 330,940	$ 176,507	$ 209,369	$ 199,229	$ 236,321	$ 126,042	$ 149,508
5	2027	2028	2%	$ 44,473,761	$ 147,016,540	$ 146,956,490	36.74%	$ 187,569	$ 309,141	36.74%	$ 133,941	$ 220,754	$ 510,599	$ 841,540	$ 323,030	$ 532,399	$ 364,613	$ 600,934	$ 230,672	$ 380,180
6	2028	2029	2%	$ 35,447,661	$ 185,404,532	$ 185,344,482	36.74%	$ 274,350	$ 583,491	36.74%	$ 195,910	$ 416,665	$ 746,833	$ 1,588,373	$ 472,483	$ 1,004,881	$ 533,305	$ 1,134,239	$ 337,395	$ 717,575
7	2029	2030	2%	$ 23,412,861	$ 212,525,484	$ 212,465,434	36.74%	$ 346,016	$ 929,507	36.74%	$ 247,086	$ 663,751	$ 941,921	$ 2,530,293	$ 595,905	$ 1,600,786	$ 672,615	$ 1,806,854	$ 425,529	$ 1,143,103
8	2030	2031	2%	$ 23,412,861	$ 240,188,854	$ 240,128,804	36.74%	$ 396,648	$ 1,326,155	36.74%	$ 283,242	$ 946,993	$ 1,079,749	$ 3,610,043	$ 683,102	$ 2,283,888	$ 771,037	$ 2,577,891	$ 487,795	$ 1,630,899
9	2031	2032	0%	$ 23,412,861	$ 263,601,715	$ 263,541,665	36.74%	$ 448,292	$ 1,774,447	36.74%	$ 320,120	$ 1,267,113	$ 1,220,335	$ 4,830,377	$ 772,043	$ 3,055,930	$ 871,427	$ 3,449,319	$ 551,307	$ 2,182,206
10	2032	2033	0%	$ 23,412,861	$ 287,014,576	$ 286,954,526	36.74%	$ 492,001	$ 2,266,448	36.74%	$ 351,332	$ 1,618,445	$ 1,339,319	$ 6,169,696	$ 847,318	$ 3,903,248	$ 956,393	$ 4,405,712	$ 605,060	$ 2,787,266
11	2033	2034	2%	$ 23,412,861	$ 316,167,729	$ 316,107,679	36.74%	$ 535,710	$ 2,802,158	36.74%	$ 382,545	$ 2,000,990	$ 1,458,303	$ 7,627,999	$ 922,593	$ 4,825,841	$ 1,041,358	$ 5,447,070	$ 658,813	$ 3,446,080
12	2034	2035	2%	$ -	$ 322,491,083	$ 322,431,033	36.74%	$ 590,135	$ 3,392,293	36.74%	$ 421,409	$ 2,422,399	$ 1,606,459	$ 9,234,458	$ 1,016,324	$ 5,842,165	$ 1,147,155	$ 6,594,224	$ 725,746	$ 4,171,825
13	2035	2036	2%	$ -	$ 328,940,905	$ 328,880,855	36.74%	$ 601,940	$ 3,994,233	36.74%	$ 429,839	$ 2,852,238	$ 1,638,595	$ 10,873,052	$ 1,036,654	$ 6,878,819	$ 1,170,102	$ 7,764,327	$ 740,263	$ 4,912,089
14	2036	2037	2%	$ -	$ 335,519,723	$ 335,459,673	36.74%	$ 613,981	$ 4,608,215	36.74%	$ 438,437	$ 3,290,675	$ 1,671,373	$ 12,544,425	$ 1,057,391	$ 7,936,210	$ 1,193,509	$ 8,957,835	$ 755,071	$ 5,667,160
15	2037	2038	2%	$ -	$ 342,230,118	$ 342,170,068	36.74%	$ 626,263	$ 5,234,478	36.74%	$ 447,208	$ 3,737,883	$ 1,704,806	$ 14,249,231	$ 1,078,543	$ 9,014,753	$ 1,217,383	$ 10,175,218	$ 770,175	$ 6,437,335
16	2038	2039	2%	$ -	$ 349,074,720	$ 349,014,670	36.74%	$ 638,791	$ 5,873,269	36.74%	$ 456,153	$ 4,194,036	$ 1,738,908	$ 15,988,139	$ 1,100,118	$ 10,114,870	$ 1,241,735	$ 11,416,953	$ 785,582	$ 7,222,917
17	2039	2040	2%	$ -	$ 356,056,214	$ 355,996,164	36.74%	$ 651,569	$ 6,524,838	36.74%	$ 465,278	$ 4,659,315	$ 1,773,693	$ 17,761,832	$ 1,122,124	$ 11,236,994	$ 1,266,574	$ 12,683,528	$ 801,296	$ 8,024,213
18	2040	2041	2%	$ -	$ 363,177,339	$ 363,117,289	36.74%	$ 664,602	$ 7,189,440	36.74%	$ 474,585	$ 5,133,900	$ 1,809,173	$ 19,571,004	$ 1,144,570	$ 12,381,564	$ 1,291,910	$ 13,975,438	$ 817,325	$ 8,841,538
19	2041	2042	0%	$ -	$ 363,177,339	$ 363,117,289	36.74%	$ 677,897	$ 7,867,337	36.74%	$ 484,079	$ 5,617,978	$ 1,845,362	$ 21,416,366	$ 1,167,465	$ 13,549,029	$ 1,317,753	$ 15,293,190	$ 833,674	$ 9,675,212
20	2042	2043	0%	$ -	$ 363,177,339	$ 363,117,289	36.74%	$ 677,897	$ 8,545,234	36.74%	$ 484,079	$ 6,102,057	$ 1,845,362	$ 23,261,729	$ 1,167,465	$ 14,716,495	$ 1,317,753	$ 16,610,943	$ 833,674	$ 10,508,886
21	2043	2044	2%	$ -	$ 370,440,886	$ 370,380,836	36.74%	$ 677,897	$ 9,223,131	36.74%	$ 484,079	$ 6,586,135	$ 1,845,362	$ 25,107,091	$ 1,167,465	$ 15,883,960	$ 1,317,753	$ 17,928,696	$ 833,674	$ 11,342,560
22	2044	2045	2%	$ -	$ 377,849,703	$ 377,789,653	36.74%	$ 691,457	$ 9,914,587	36.74%	$ 493,762	$ 7,079,897	$ 1,882,275	$ 26,989,366	$ 1,190,818	$ 17,074,779	$ 1,344,112	$ 19,272,808	$ 850,350	$ 12,192,911
23	2045	2046	2%	$ -	$ 385,406,697	$ 385,346,647	36.74%	$ 705,288	$ 10,619,876	36.74%	$ 503,639	$ 7,583,536	$ 1,919,927	$ 28,909,293	$ 1,214,639	$ 18,289,417	$ 1,370,999	$ 20,643,806	$ 867,360	$ 13,060,271
24	2046	2047	2%	$ -	$ 393,114,831	$ 393,054,781	36.74%	$ 719,396	$ 11,339,272	36.74%	$ 513,713	$ 8,097,249	$ 1,958,332	$ 30,867,625	$ 1,238,935	$ 19,528,353	$ 1,398,423	$ 22,042,229	$ 884,710	$ 13,944,981
25	2047	2048	2%	$ -	$ 400,977,128	$ 400,917,078	36.74%	$ 733,786	$ 12,073,059	36.74%	$ 523,989	$ 8,621,238	$ 1,997,504	$ 32,865,129	$ 1,263,718	$ 20,792,071	$ 1,426,396	$ 23,468,625	$ 902,407	$ 14,847,388
26	2048	2049	2%	$ -	$ 408,996,670	$ 408,936,620	36.74%	$ 748,464	$ 12,821,523	36.74%	$ 534,470	$ 9,155,708	$ 2,037,461	$ 34,902,590	$ 1,288,996	$ 22,081,067	$ 1,454,928	$ 24,923,553	$ 920,458	$ 15,767,846
27	2049	2050	2%	$ -	$ 417,176,604	$ 417,116,554	36.74%	$ 763,436	$ 13,584,959	36.74%	$ 545,161	$ 9,700,869	$ 2,078,216	$ 36,980,806	$ 1,314,780	$ 23,395,847	$ 1,484,031	$ 26,407,584	$ 938,870	$ 16,706,715
28	2050	2051	2%	$ -	$ 425,520,136	$ 425,460,086	36.74%	$ 778,707	$ 14,363,666	36.74%	$ 556,066	$ 10,256,935	$ 2,119,786	$ 39,100,592	$ 1,341,079	$ 24,736,926	$ 1,513,716	$ 27,921,300	$ 957,650	$ 17,664,365
29	2051	2052	0%	$ -	$ 425,520,136	$ 425,460,086	36.74%	$ 794,283	$ 15,157,949	36.74%	$ 567,189	$ 10,824,124	$ 2,162,188	$ 41,262,780	$ 1,367,905	$ 26,104,831	$ 1,543,995	$ 29,465,295	$ 976,806	$ 18,641,171
30	2052	2053	0%	$ -	$ 425,520,136	$ 425,460,086	36.74%	$ 794,283	$ 15,952,233	36.74%	$ 567,189	$ 11,391,313	$ 2,162,188	$ 43,424,968	$ 1,367,905	$ 27,472,736	$ 1,543,995	$ 31,009,290	$ 976,806	$ 19,617,977
				$ 296,150,607				**$ 15,952,233**			**$ 11,391,313**		**$ 43,424,968**		**$ 27,472,736**		**$ 31,009,290**		**$ 19,617,977**	

Assumptions	
Tax Increment Base[2]	$ 60,050
City AV Rate	0.508200
County AV Rate	0.362900

Footnotes

1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
2) Tax Increment Base as of January 1, 2022, as confirmed by Hays CAD.
3) It is anticipated that this Preliminary Plan shall be amended in the future to identify additional development within the Zone.

EXHIBIT F – LEGAL DESCRIPTION

URBANCIVIL

EXHIBIT "A"

Job No. 2104.04.NB
September 3, 2021

107.906 Acres
Tract One

State of Texas
County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, *LP*, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

URBANCIVIL

Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

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Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning,** containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

URBAN CIVIL

Keith W. Wooley, R.P.L.S.
License No. 5463

Page **3** of **3**

URBANCIVIL

Job No. 2104.04.NB
September 3, 2021

74.615 Acres
Tract Two

State of Texas
County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

URBANCIVIL

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

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Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning,** containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

URBAN CIVIL

Keith W. Wooley, R.P.L.S.
License No. 5463

URBANCIVIL

Job No. 2104.04.NB
September 3, 2021

18.856 Acres
Tract Three

State of Texas
County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

URBANCIVIL

Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning,** containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

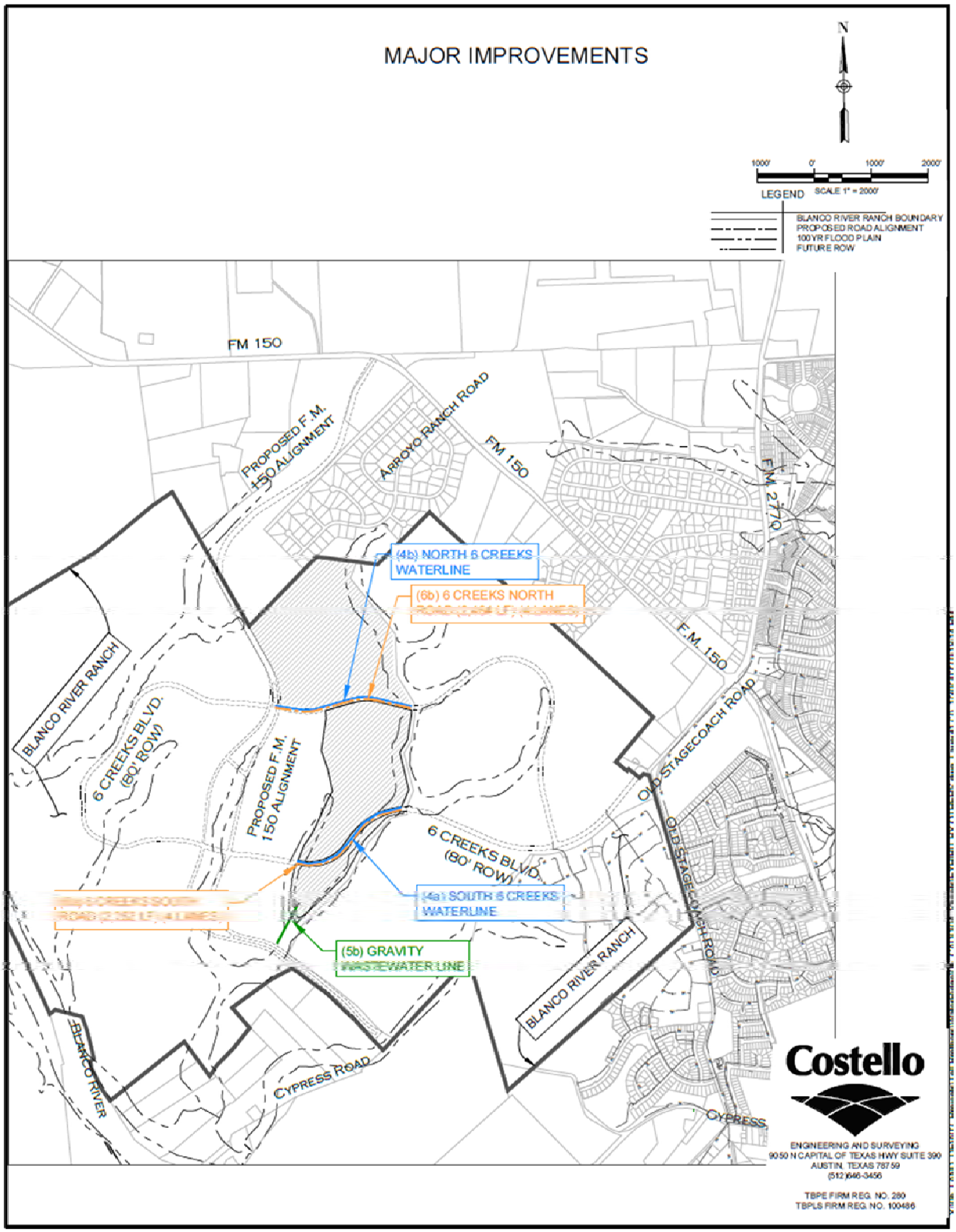
URBAN CIVIL

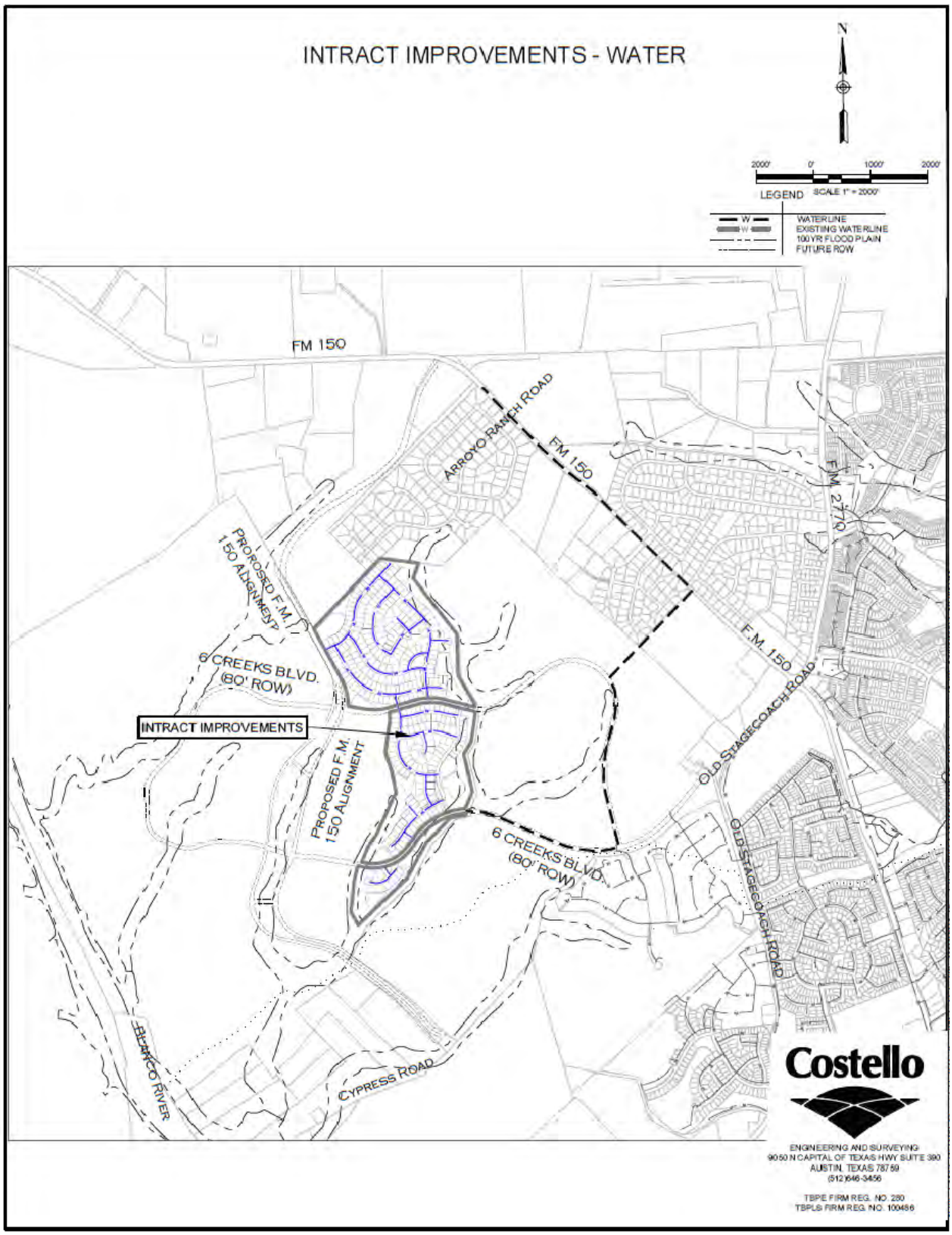
Keith W. Wooley, R.P.L.S.
License No. 5463

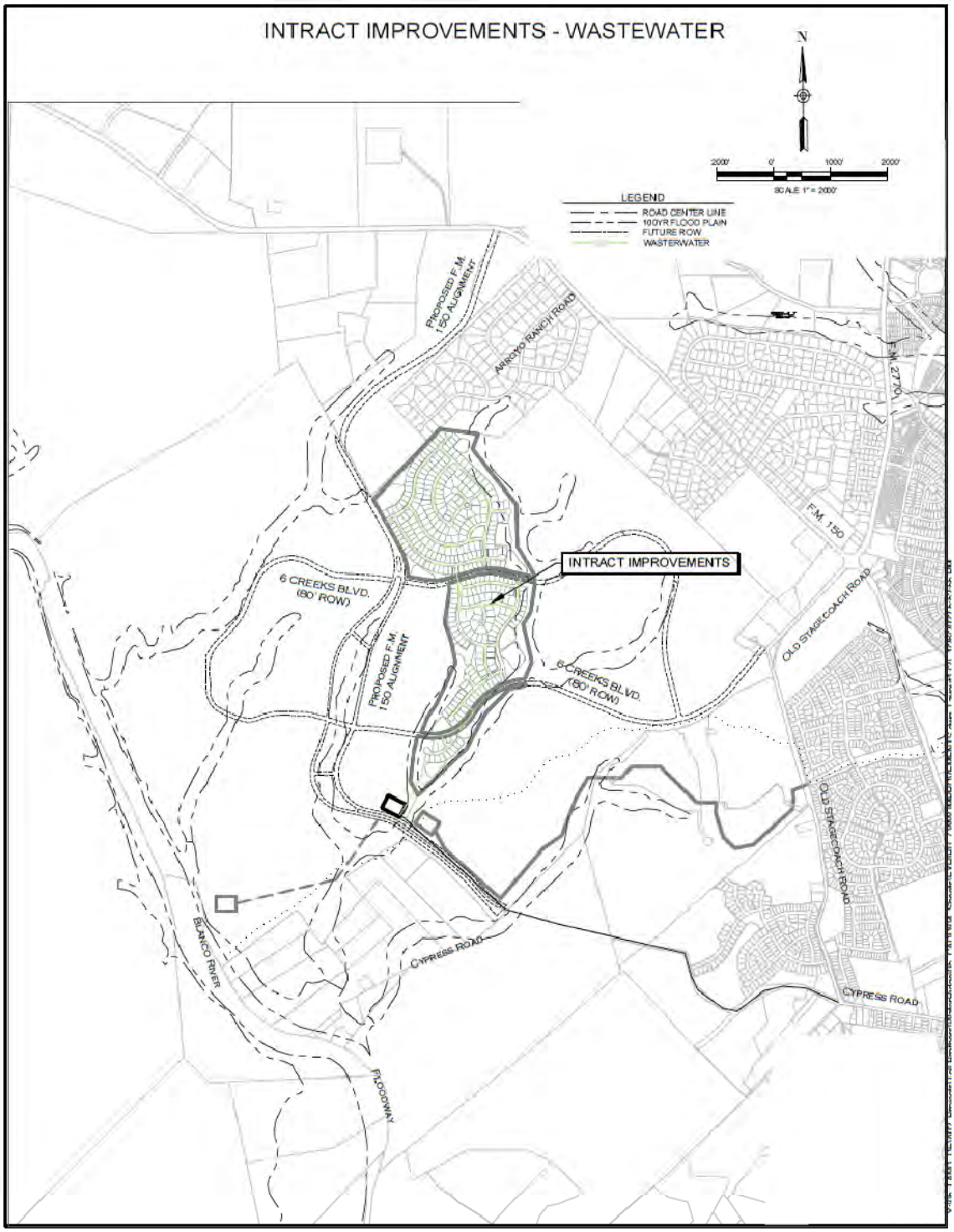
Page **2** of **2**

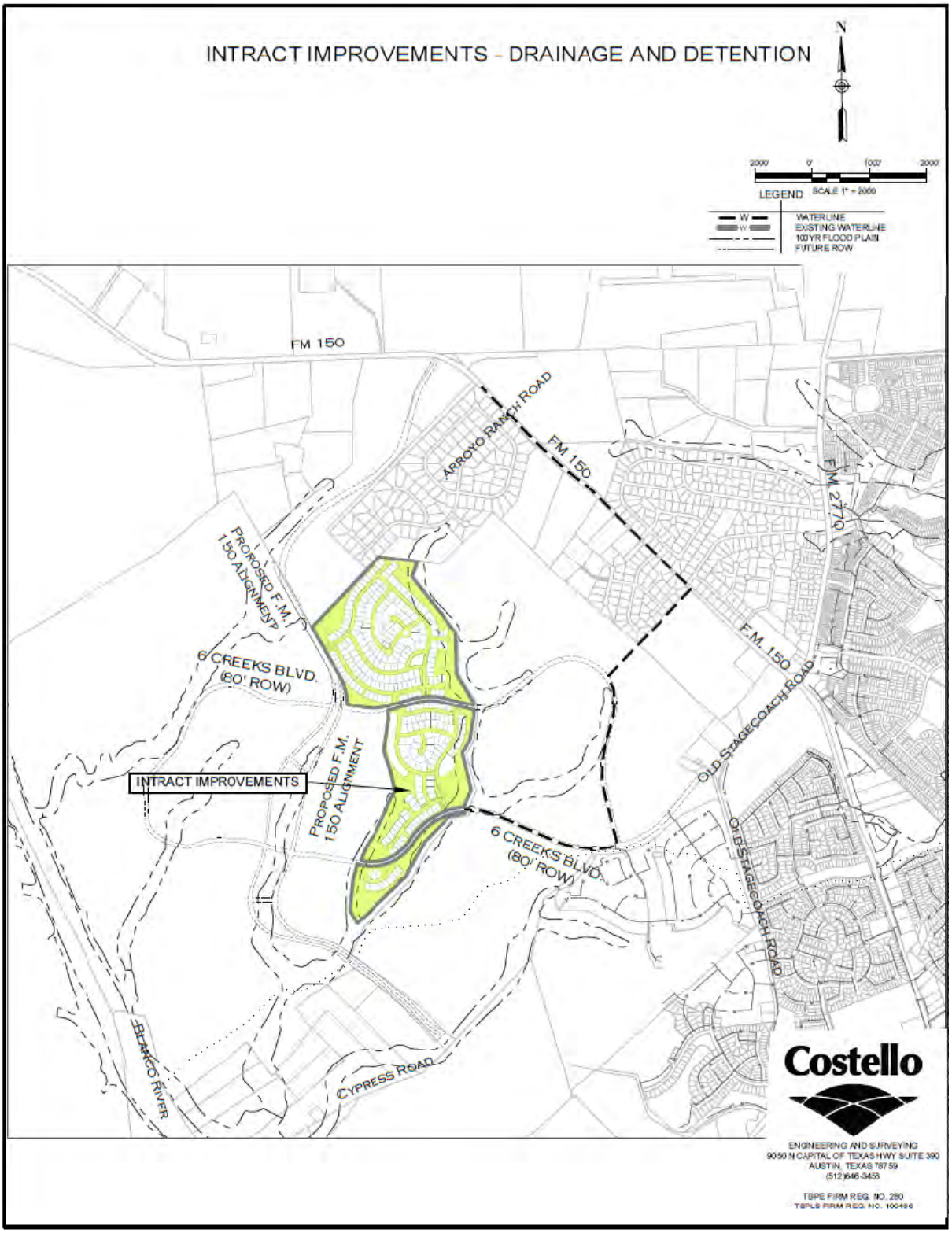
EXHIBIT G – PROPOSED USES OF THE PROPERTY

EXHIBIT H –MAP OF THE PUBLIC IMPROVEMENTS




INTRACT IMPROVEMENTS - WATER
N
2000' 0' 1000' 2000'
LEGEND SCALE 1" = 2000'
WATERLINE
EXISTING WATERLINE
100 YR FLOOD PLAIN
FUTURE ROW
FM 150
ARROYO RANCH ROAD
FM 150
F.M. 2770
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
F.M. 150
INTRACT IMPROVEMENTS
PROPOSED F.M. 150 ALIGNMENT
OLD STAGECOACH ROAD
6 CREEKS BLVD. (80' ROW)
OLD STAGECOACH ROAD
BLANCO RIVER
CYPRESS ROAD
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3456
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486


INTRACT IMPROVEMENTS - WASTEWATER
N
2000' 0' 1000' 2000'
SCALE: 1" = 2000'
LEGEND
ROAD CENTER LINE
100YR FLOOD PLAIN
FUTURE ROW
WASTERWATER
PROPOSED F.M. 150 ALIGNMENT
ARROYO RANCH ROAD
F.M. 2770
F.M. 150
INTRACT IMPROVEMENTS
6 CREEKS BLVD. (80' ROW)
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
OLD STAGECOACH ROAD
OLD STAGECOACH ROAD
CYPRESS ROAD
CYPRESS ROAD
BLANCO RIVER
FLOODWAY


INTRACT IMPROVEMENTS - DRAINAGE AND DETENTION
N
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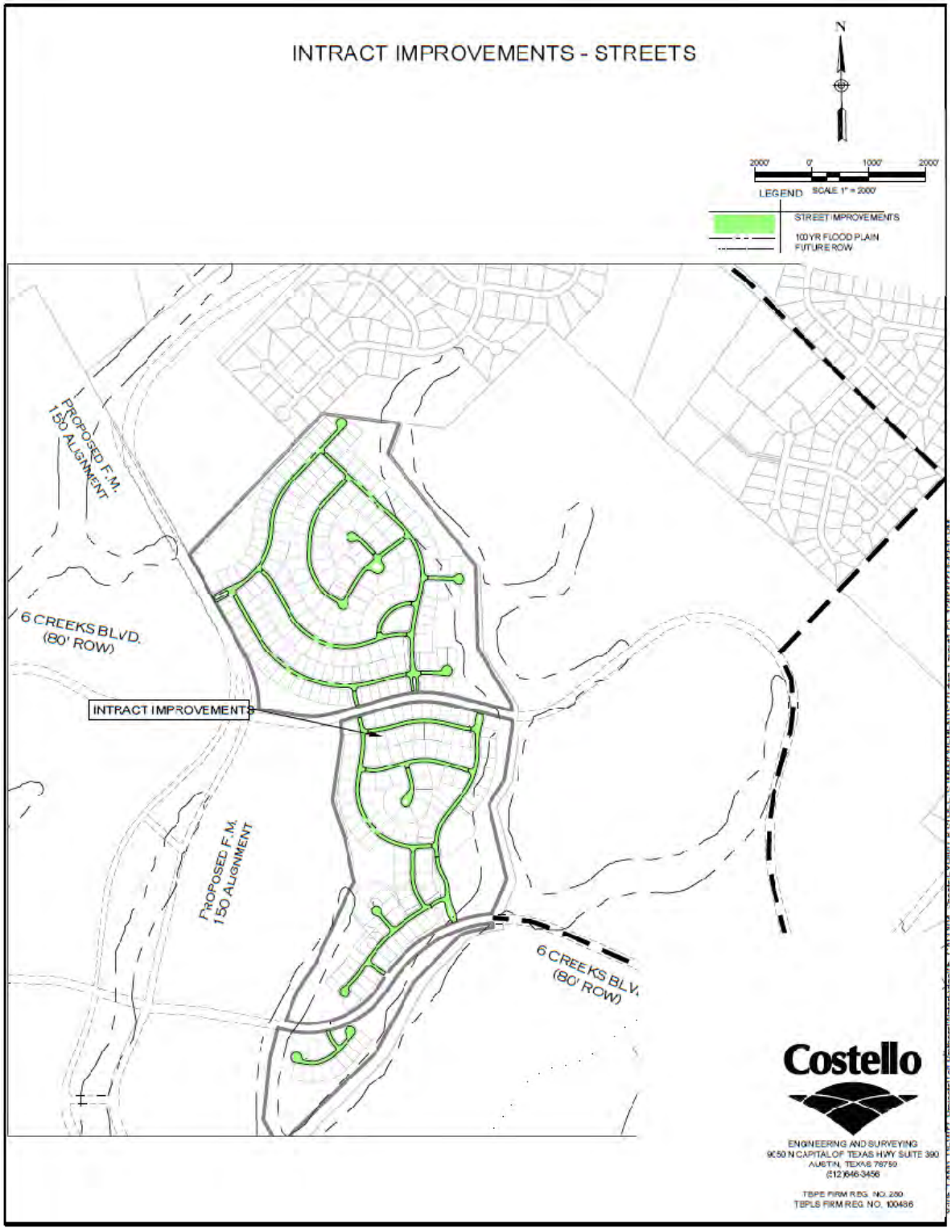
SCALE 1" = 2000
LEGEND
W WATERLINE
W EXISTING WATERLINE
100YR FLOOD PLAIN
FUTURE ROW
FM 150
ARROYO RANCH ROAD
FM 150
F.M. 2770
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
F.M. 150
OLD STAGECOACH ROAD
INTRACT IMPROVEMENTS
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
OLD STAGECOACH ROAD
BLANCO RIVER
CYPRESS ROAD
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3455
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100494


INTRACT IMPROVEMENTS - STREETS
N
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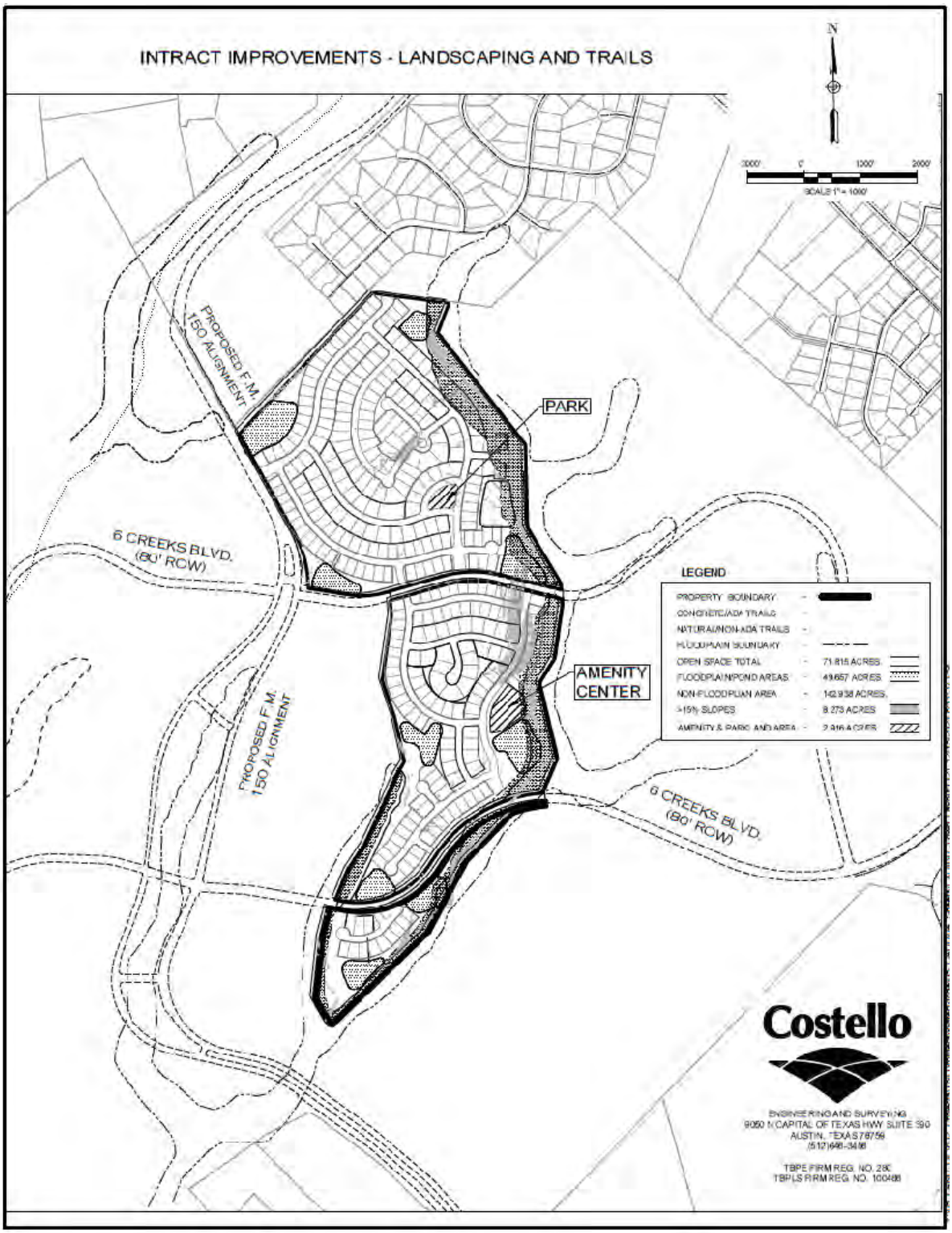
LEGEND SCALE 1" = 2000'
STREET IMPROVEMENTS
100YR FLOOD PLAIN
FUTURE ROW
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
INTRACT IMPROVEMENTS
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLV. (80' ROW)
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3456
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486


INTRACT IMPROVEMENTS - LANDSCAPING AND TRAILS
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SCALE 1" = 1000'
PROPOSED F.M. 150 ALIGNMENT
PARK
6 CREEKS BLVD. (80' ROW)
AMENITY CENTER
PROPOSED F.M. 150 ALIGNMENT
6 CREEKS BLVD. (80' ROW)
LEGEND
PROPERTY BOUNDARY
CONCRETE/ADA TRAILS
NATURAL/NON-ADA TRAILS
FLOODPLAIN BOUNDARY
OPEN SPACE TOTAL - 71.815 ACRES
FLOODPLAIN/POND AREAS - 49.657 ACRES
NON-FLOODPLAIN AREA - 142.938 ACRES
>15% SLOPES - 8.273 ACRES
AMENITY & PARK AND AREA - 2.316 ACRES
Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)646-3498
TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486

AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Boutte

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #4 Board for a 2-year term ending March 23, 2028. **HAMMER**

Summary

Commissioners Ingalsbe and Cohen were last appointed to the Kyle TIRZ #4 Board on October 15, 2024. Although the terms are unexpired, the City of Kyle is requesting appointment to a new two-year term beginning March 24, 2026 in order to be consistent with the other TIRZ board appointments. The new term will begin March 24, 2026 and will expire on March 23, 2028.

Attachments

Previous TIRZ 4 Appointment

AGENDA ITEM REQUEST FORM: K.20.

Hays County Commissioners Court

Date: 10/15/2024

Requested By:

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to appoint Commissioner Michelle Cohen and Commissioner Debbie Ingalsbe to the Board of Directors for the City of Kyle Tax Reinvestment Zone (TIRZ) Number Four for a two-year term. **COHEN/INGALSBE**

Summary

AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Boutte

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #5 Board for a 2-year term ending March 23, 2028. **HAMMER**

Summary

Commissioner Ingalsbe and Commissioner Cohen were last appointed to the City of Kyle TIRZ #5 board on December 19, 2023. This re-appointment would be for a 2-year term ending on March 23, 2028.

Attachments

Previous Appointment Kyle TIRZ 5

AGENDA ITEM REQUEST FORM: K.12.

Hays County Commissioners Court

Date: 12/19/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Board of Directors for the City of Kyle Tax Increment Reinvestment Zone (TIRZ) Number 5 for a two-year term. **INGALSBE/COHEN**

Summary

Attachments

TIRZ #5 Creation Ordinance

AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Boutte

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to re-appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Kyle Tax Increment Reinvestment Zone (TIRZ) #6 Board for a 2-year term ending March 23, 2028. **HAMMER**

Summary

Commissioner Ingalsbe and Commissioner Hammer were last appointed to the City of Kyle TIRZ #6 Board on March 12, 2024. This is a 2-year appointmentment ending on March 23, 2028.

Attachments

Previous Appointment Kyle TIRZ 6

AGENDA ITEM REQUEST FORM: K.17.

Hays County Commissioners Court

Date: 03/12/2024

Requested By:

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to appoint Commissioner Debbie Ingalsbe and Commissioner Michelle Cohen to the Board of Directors for the City of Kyle Tax Increment Reinvestment Zone (TIRZ) Number 6 for a two-year term. **INGALSBE/COHEN**

Summary

Attachments

TIRZ #6 Creation Ordinance

AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of the Master Service Agreement and Scope of Work between Hays County and Veoci. **BECERRA/M.JONES**

Summary:

Fiscal Impact:

Amount Requested: $31,539.00 (FY26)
Line Item Number: 001-656-00.5429/121-752-00.5429

Budget Office:

Source of Funds: General Fund/Tobacco Settlement Fund
Budget Amendment Required Y/N?: No
Comments: Funds for this agreement were budgeted during the FY2026 annual process. Future contract costs will be budgeted in future fiscal years during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: DIR-CPO-5533

Auditor's Office:

G/L Account Validated Y/N?: Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

DIR - Co-op Contract
DIR - Appendix A - Terms & Conditions
VEOCI Agreement

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT AND RELATED SERVICES

Veoci Inc.

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Veoci Inc., a Delaware For-Proffit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 195 Church Street, 14th Floor New Haven, Connecticut 06510.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. Appendix A, Standard Terms and Conditions;
   3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   4. Appendix C, Pricing Index;
   5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
   6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

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B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and two (2) optional one-year renewals (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

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5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

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applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

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6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies;
E. Return policies;
F. A link to DIR's list of TX-RAMP certified Cloud Products; and
G. A link to Service Level Agreements for each SaaS product awarded, which, at a minimum, shall include metrics and method for calculating and reporting results for:
    i. service availability;
    ii. recovery time objectives; and
    iii. data loss tolerance levels (also known as recovery point objectives).

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8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

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8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Christopher Ford
VP of Sales & Partnerships
Veoci Inc.
195 Church Street, 14th Floor
New Haven, CT 06510
Phone: (860) 530-6772
Email: chris.ford@veoci.com

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10 SOFTWARE LICENSE

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

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update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

A. Section 5 "Intellectual Property Matters" is hereby deleted and replaced in its entirety with the following:

This Contract does not contemplate, authorize, or support the development or acquisition of custom software, products, or services or the creation of intellectual property.

(Remainder of this page intentionally left blank.)

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This Contract is executed to be effective as of the date of last signature.

Veoci Inc.

Authorized By: Signature on File

Name: Christopher Ford

Title: VP of Sales & Partnerships

Date: 10/17/2024 | 9:33 AM PDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 10/22/2024 | 11:50 AM CDT

Office of General Counsel: Initials on File

Date: 10/22/2024 | 9:31 AM CDT

Department of Information Resources

DIR-CPO-5533

Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section 3 Definitions.

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
E. A local workforce development board created under Section 2308.253, Texas Government Code;
F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
I. A nonprofit organization that provides affordable housing.

3.5 Business day

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 DIR

Refers to the Texas Department of Information Resources.

3.7 Effective Date

Refers to the effective date of the Contract as set forth therein.

3.8 Invoice

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 Purchase Order

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 State

Refers to the State of Texas.

3.11 Statement of Work (SOW)

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 Subcontracting Plan

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 Modification of Contract Terms and/or Amendments

A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 Invalid Term or Condition

A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

(i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),

(ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,

(iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,

(iv) domain names,

(v) any copies, and similar or derivative works to any of the foregoing,

(vi) all documentation and materials related to any of the foregoing,

(vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and

(viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

a. by any Successful Respondent personnel or Customer personnel, or

b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

ii) any work of authorship, including any copyrights, moral rights or neighboring rights;

iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

iv) domain name registrations; and

v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
   i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
   ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.

B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.

i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.

ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.

iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

i) a list with description of products and/or services awarded;
ii) Successful Respondent contact information (name, telephone number and email address);
iii) instructions for obtaining quotes and placing Purchase Orders;
iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
v) a link to the DIR "Cooperative Contracts" webpage;
vi) the DIR logo in accordance with the requirements of Section 7.9; and
vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

A. the logo may not be modified in any way,
B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager's duties include but are not limited to:

A. monitoring compliance and management of the Contract,
B. advising DIR of Successful Respondent's performance under the Contract, and
C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager's duties shall include but are not limited to:

A. supporting the marketing and management of the Contract,
B. facilitating dispute resolution between Successful Respondent and Customers, and
C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum,: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.

B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.

C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.

D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section 9.3 Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval).

C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 Contract Administration Notification

A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
   i) Successful Respondent Contract Manager's name and contact information,
   ii) Successful Respondent sales representative name and contact information, and
   iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
   i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
   iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 **Property Damage**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 **Taxes/Worker's Compensation/Unemployment Insurance**

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;

xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and

xxv) all information provided by Successful Respondent is current, accurate, and complete.

C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section 10.4, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;
B. Independent Contractor coverage;
C. State of Texas, DIR, and Customer listed as an additional insured; and
D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of $1,000,000 per accident, $1,000,000 disease PER EMPLOYEE and $1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation;
B. Additional insured.

10.16 **Use of State Property**

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 **Immigration**

A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and

ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.

C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section 4.5.

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

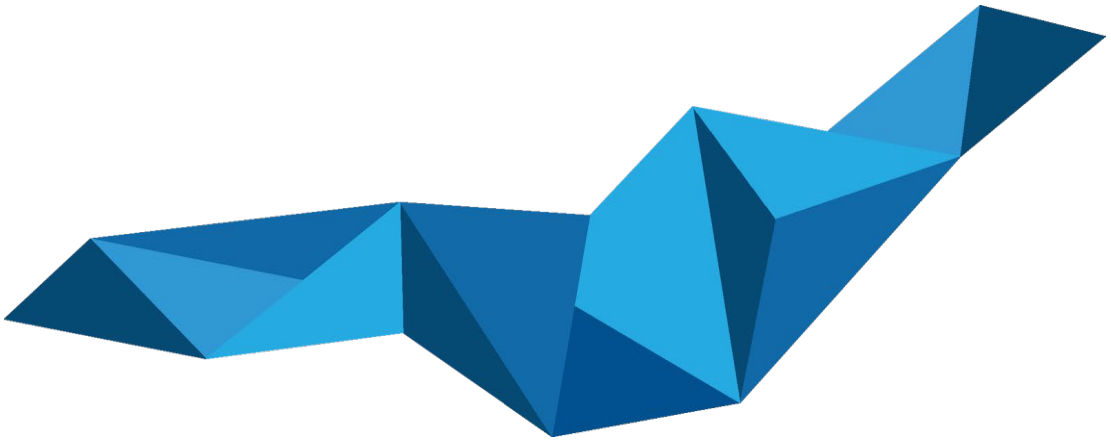
Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>

Veoci Master Services Agreement for Hays County - TX



Prepared for: Mr. Mike Jones

Prepared by: Mark Demski

March 4, 2026

MSA Number: P-20250827Ha533744

DIR-CPO-5533

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March 4, 2026

Mr. Mike Jones
Director
Hays County Emergency Services
712 Stagecoach Trail
San Marcos, TX 78666-6230

Dear Mike:

Veoci Inc. ("VEOCI") is pleased to offer Hays County - TX (the "Customer") this Master Services Agreement and schedules (this "Agreement") for the use of VEOCI's Veoci software and the services described in the relevant order form ("Order Form"), which is attached as Schedule D.

RECITALS

a. VEOCI is the owner of, or has the right to grant access according to the terms of this Agreement, to certain cloud-hosted software applications, namely the Veoci Platform (defined below) available for access and use by Customer via https://veoci.com, as well as any additional services relating to its use as are set forth in the applicable Order Form (collectively, the "Service"), as contemplated under this Agreement.
b. This Agreement sets out the contracting framework between VEOCI and Customer in relation to the provision of the Service.
c. VEOCI agrees to provide the Service under the terms of an Order Form, as contemplated under this Agreement.

Veoci, Inc. Executed by Authorized Representative	**Hays County - TX** Executed by Authorized Representative
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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Agreement Structure, Order Form and Ordering

The Agreement is in four parts:

1. Schedule A: General Subscription Terms & Conditions
2. Schedule B: Service Level Agreement (SLA)
3. Schedule C: Support Agreement
4. Schedule D: Order Form.

The purpose of this Agreement is to:

a. establish a general contracting framework between the parties;
b. set out the terms governing the overall relationship between the parties under that contracting framework; and
c. set out the terms governing the provision of Service by VEOCI to Customer. In executing this Agreement and any Order Form, both parties have relied on certain supporting information provided, and representations made, by the other party prior to that execution.

Prior to commencing the provision of the Service, the parties must first execute an Order Form based on the template set out in Schedule D. Each Order Form

a. comes into force on the Term Start Date and continues until the Term End Date, as set out in the relevant Order Form, unless terminated in accordance with this Agreement or the relevant Order Form; and
b. constitutes a separate binding contract between Customer and VEOCI, for the Order Form Term.

An Order Form may include supplementary or additional obligations not otherwise set out in the Agreement. Unless the contrary intention is specifically expressed, if there is an inconsistency between the Agreement or an Order Form, the order of precedence shall be as follows: (a) the Agreement; (b) the Order Form.

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SCHEDULE A. General Subscription Terms and Conditions

1. Definitions

"Agreement" means this agreement and schedules, which shall be effective as of the Effective Date (defined below).
"Confidential Information" means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content, or mode of transmission, a reasonable recipient would understand to be confidential or proprietary. Notwithstanding anything to the contrary, the Veoci Platform and related documentation and the Service are Proprietary Information of VEOCI.
"Customer" means any customer who is party to an Order Form, contract, or agreement for Veoci SaaS with VEOCI.
"Customer Data" means all electronic data or information provided by Customer to the Service.
"Effective Date" means the date on which the Customer has signed this Agreement.
"Non-Users" means any individuals/persons who are not "Users" as defined below
"Order Form" means the order form for Service entered between VEOCI and Customer, including any exhibits or schedules thereto.
"Order Form Term" means the subscription period for the Services from the "Term Start Date" to the "Term End Date", as set out in an Order Form.
"Primary Contact" means Customer's primary technical contact with VEOCI in-connection-with the Service.
"Service" means VEOCI's provision of the Veoci Platform for access and use by Customer via https://veoci.com, as well as any additional professional services relating to its use as are set forth in the applicable Order Form.
"Solution" means the configuration of the Veoci Platform features based on the specifications set forth in an applicable SOW.
"Term End Date" for an Order Form, means the date specified as the "Term End Date" in that Order Form.
"Term Start Date" for an Order Form, means the date specified as the "Term Start Date" in that Order Form.
"User Guide" means the online Veoci Platform user manuals for the Service accessible via https://veoci.com, as updated by VEOCI.
"Users" means the individuals/persons who are authorized to access and use the Service and who have been provided individual user identifications and passwords by Customer (or by VEOCI at Customer's request). Users may be Customer employees, Customer third party consultants, contractors or agents. (Third parties may access and use the Service solely for the benefit of Customer's internal business purposes in accordance with the provisions of this Agreement.) Individuals using a common login or user ID, directly or through another system, are to be counted separately.
"VEOCI" means Veoci, Inc.
"Veoci Platform" means VEOCI's software-as-a-service platform (SaaS) for digital business processes.

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"Virus" means (i) any computer code designed to disrupt, disable, harm, or otherwise impede the operation of the Service, including Customer's access to the Service and processing of data using the Service, or the operation of any associated system or network, or (ii) any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the Service to malfunction or cause damage to or corruption of data, storage media programs, equipment or communications, or otherwise interfere with operations.

2. Provision of Service

a. VEOCI will provide the Service to Customer in accordance with the terms of this Agreement and the applicable Order Form. VEOCI grants Customer a non-transferable and nonexclusive right to access and use the Service for the sole purpose of supporting the internal operations of Customer's business and to process Customer's own data.

b. The following procedures will apply to the Service:
   i. VEOCI will send an email to Customer's Primary Contact setting forth the information necessary for initial use of the Service. Customer shall provide the information requested in such email to VEOCI.
   ii. VEOCI will provide Service status and maintenance notifications by email to Customer's Primary Contact.
   iii. In a timely manner, as soon as feasible, Customer will notify VEOCI via our helpdesk at https://support.veoci.com or via email at support@veoci.com with respect to any issues related to the Service.

c. From time to time, with respect to the Service and at an additional fee, VEOCI may offer additional functionality. Such additional functionality will be offered and agreed under a separate agreement between the parties. Customer hereby agrees that Customer's purchase of the Service pursuant to this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by VEOCI regarding future functionality or features.

d. The Service may be accessed and used solely by a licensed User. Unless otherwise specified in the applicable Order Form between the Customer and VEOCI;
   i. Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users;
   ii. additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added; and
   iii. the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for licensed Users only; User identification and passwords shared or used by more than one individual, will require user licenses for each individual.

e. A User subscription may only be reassigned to a new User replacing a former User when;

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i. The former User is no-longer an employee, third-party consultant, agent, or contractor of Customer, or
ii. The new User has been registered on the Veoci Platform to replace a former User who no longer requires ongoing use of the Services.
iii. For the avoidance of doubt, any individual registered as a User on the Veoci Platform shall be counted as a User for the full Term unless in the case of (i) or (ii) above.

3. Limitations and Processes

a. Third-party interfaces, software, hardware, or other services which are associated with, or otherwise available through the Service shall be accessed and used by Customer and Users in their sole discretion. VEOCI shall have no responsibility or liability with respect to Customer's or any Users' access to or use of any such items or for any act or omission of any such third-party provider.
b. VEOCI's performance under this Agreement shall be excused as a result of Customer's
   i. failure to comply with its obligations as set forth herein;
   ii. failure to provide VEOCI with information reasonably deemed by VEOCI to be necessary to assist VEOCI in its performance under this Agreement; or
   iii. unreasonable interference with or prevention of VEOCI's performance under this Agreement.
c. During normal business hours and no more than once per year, on reasonable advance notice, describing the purpose and scope of the request and in a manner that does not unreasonably interfere with Customer's business operations, VEOCI or a VEOCI-designated third-party may audit Customer's use of and access to the Service to verify Customer's compliance with this Agreement.

4. Entries by Non-Users

a. As part of the Service, Customer shall have the ability to create external facing forms and workflows that can be accessed and completed by both Users and Non-Users ("External Forms"). Form submissions ("Entries") in non-user forms may be created by Customer employees, consultants, contractors or agents. Customer shall be responsible for all activities that occur in or are related to their use of these External Forms. There is no limit to the number of External Forms a customer can create as part of their use of the Service. however the number of Entries created by Non-Users ("Non-User Entries") shall be limited as set forth in Section 4(c).
b. Each individual Entry made by a non-user in an External Form shall be counted as one Non-User Entry. The total number of Non-User Entries shall be counted as the sum of all Non-User Entries made in all Customer External Forms over the course of one (1) year. Entries in External Forms made by Users under this agreement shall not be counted as Non-User Entries. As part of the Service, Customer shall be allotted a set number of Non-User Entries in External Forms per Order Form Term. The number of Non-User Entries available to Customer each Order Form Term shall be equal to twice their total license costs in USD (after any credits or discounts) for that Order Form Term as specified in the

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applicable Order Form. Additional Non-User Entries may be purchased at the price set forth in the Optional Services Table in Schedule D or negotiated separately. Unused Non-User Entries will expire at the end of the Order Form Term and do not roll over. If Customer purchases additional licenses in the middle of their Order Form Term, they will be allotted additional Non-User Entries based on the cost of the additional licenses.

c. Once per year, VEOCI shall assess Customer's use of External Forms. If it is found that the number of Non-User Entries in Customer External Forms exceeds Customer's allotted number of Non-User Entries, then VEOCI may require customer to:
   i. purchase additional Non-User Entries for the following Term;
   ii. purchase additional User Licenses for the following Term; or
   iii. reduce their use of External Forms.

5. Use of Interfaces and APIs

a. Typically, customers integrate the Veoci Platform with their other applications using APIs. The license includes use of APIs in the Veoci Platform, and reasonable usage of APIs is included in VEOCI's standard pricing. For certain use-cases, VEOCI may (i) set reasonable limits on API usage; and (ii) impose a reasonable fee for API usage that exceeds such limits. Any such limitations and fees will be set forth in the applicable Statement of Work. These limitations ae in place because it is possible to use the Veoci Platform extensively via APIs without having to login.

6. Customer Responsibilities

a. Customer will provide VEOCI with the contact details for its Primary Contact on the Effective Date of this Agreement and will notify VEOCI of any changes as necessary on an ongoing basis. Customer is responsible for having the hardware and software adequate for use of the Service.

b. Customer is responsible for all activities that occur in, or are related to, User accounts and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) take reasonable measures to prevent unauthorized access to, or use of, the Service, and shall notify VEOCI promptly of any discovered unauthorized access or use; and (iii) comply with all applicable local, state, federal and territorial laws and regulations ("Laws") in accessing and using the Service.

c. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not:
   i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement;
   ii. send spam or otherwise duplicative or unsolicited messages in violation of applicable Laws;

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iii. send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights;
iv. knowingly or intentionally interfere with or disrupt the integrity or performance of the Service or the data contained in the Veoci Platform;
v. knowingly or intentionally use the Service to store or transmit any Viruses;
vi. attempt to gain unauthorized access to the Service or its related system or networks; or
vii. monitor or access the Services for benchmarking or competitive purposes.

d. Customer is responsible for its compliance with all applicable data protection and privacy protection Laws. Customer represents to VEOCI that:
   i. it will provide only that personal data that it is authorized to provide to VEOCI, and will do so lawfully in compliance with applicable Laws;
   ii. VEOCI or its subcontractors may process such data for the purposes described in this Agreement; and
   iii. VEOCI may disclose such data to its subcontractors for this purpose.
e. Customer shall not access the Services, and VEOCI may immediately terminate this Agreement, if VEOCI determines, in its reasonable discretion, that Customer is a competitor of VEOCI.

7. Fees and Payment

a. Customer will pay VEOCI the fees set forth in the Order Form for setup of User access to the Veoci Platform, use of the Service and any other services or products described therein.
b. All payments are due within thirty (30) days from date of invoice and shall be in compliance with the Texas Prompt Payment Act.
c. Unless otherwise expressly provided, VEOCI's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder, excluding taxes based on VEOCI's net income or property. If Customer is a tax-exempt entity, Customer shall provide VEOCI with a valid tax exemption certificate or other acceptable documentation proving tax-exempt status. In the absence of such documentation, Customer will be responsible for all applicable Taxes.
d. The fees and pricing agreed upon between the Customer and VEOCI in the Order Form(s) assume that the Customer's labor force will remain substantially the same size during the term of this Agreement. Therefore, if (i) Customer's labor force experiences a material increase after the effective date of this Agreement, whether by acquisition, merger, consolidation, organic growth by hiring, or otherwise, and such Customer has purchased an unlimited User Service, VEOCI may at its option terminate such Agreement and may offer the Service to the Customer on a per user basis at the rate indicated in the Veoci Platform price list at that time.

8. Customer Data

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a. As between VEOCI and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is Confidential Information of Customer. Recovery of any Customer Data deleted by Customer shall be Customer's responsibility.
b. Subject to VEOCI's responsibilities set forth in Section 9, VEOCI will not be responsible for any unauthorized access to or alteration, theft or destruction of Customer Data through accident, fraudulent means or devices, or any other method.

9. Confidentiality; Privacy

a. In the course of performance under this Agreement, one party (the "Disclosing Party") may disclose, deliver or permit access by the other party (the "Receiving Party") to its Confidential Information. The Receiving Party shall not make any use of Confidential Information except such limited uses as are required or permitted under this Agreement, shall cause its employees, agents, financial advisors, attorneys, and Users to maintain such Confidential Information in confidence and shall disseminate such Confidential Information only on a need-to-know basis, subject to disclosure obligations under the Texas Public Information Act. Upon expiration or termination of this Agreement, a Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all of the Disclosing Party's Confidential Information, and all copies of and other materials containing such Confidential Information, subject to Customer's records retention requirements under the Texas Local Government Records Act, other applicable records retention law, or local retentions schedules. The Receiving Party shall have no obligation under this Section 9 with respect to any Confidential Information that the Receiving Party can demonstrate by reasonable written evidence:
    i. was already known to it at the time of its receipt without restriction on its disclosure;
    ii. is or becomes generally available to the public other than by breach of this Agreement;
    iii. is independently obtained from a third party whose disclosure to the Receiving Party does not violate a duty of confidentiality;
    iv. is independently developed without use or reference to any of the Disclosing Party's Confidential Information.

    If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, and the Receiving Party will promptly notify such compelled disclosure to the Disclosing Party if permitted by Law to do so. In the event of a breach of this Section 9, the Disclosing Party may not have an adequate remedy at Law. The Disclosing Party may seek temporary and/or permanent injunctions, specific performance or any other form of equitable relief. For Veoci trade secrets, the obligations of this Section 9 shall continue for so long as the information remains a trade secret, and for all other

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Confidential Information, the obligations shall extend for five (5) years from the expiration or termination of this Agreement.

10. Proprietary Rights

a. VEOCI and its licensors (if any) shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the Veoci Platform, the Service and to all VEOCI intellectual property and any enhancements, modifications or derivatives of any of the foregoing. Customer may not distribute, promote, or otherwise use any information or materials relating to the Veoci Platform or the Service for any external use without VEOCI's prior written consent or as otherwise specifically permitted in this Agreement. No copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under this Agreement is exchanged between the parties. Subject to Customer's ownership of the Customer Data, which includes User-created forms and entries made by non-users, VEOCI retains all rights to any related work product delivered under this Agreement and Customer acknowledges and agrees that it obtains no rights to such work product. Customer shall not:
   i. modify, copy or create derivative works based on the Veoci Platform or the Service;
   ii. frame or mirror any content forming part of the Veoci Platform or the Service, other than on Customer's own intranets or otherwise for its own internal business purposes in accordance with this Agreement;
   iii. reverse engineer the Veoci Platform or the Service; or
   iv. access or use the Veoci Platform or the Service to build a competitive product or service, or copy any ideas, features, functions or graphics of the Veoci Platform or the Service.

VEOCI shall own any and all rights to, and may use or incorporate into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

11. Warranty

a. Each party represents and warrants to the other that it has the power and authority to enter into and perform its obligations under this Agreement.
b. VEOCI represents and warrants to Customer that:
   i. it owns or otherwise has sufficient rights in the Veoci Platform to grant to Customer the rights to access and use the Service granted in this Agreement;
   ii. it has taken commercially reasonable steps to test the Service for Viruses; and
   iii. The VEOCI Platform and Services will conform materially with the specifications and documentation, and the documentation accurately represents its capabilities.
c. VEOCI DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE VEOCI PLATFORM WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT

PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED THIRD-PARTY WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY VEOCI AND VEOCI MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD-PARTY SOFTWARE THAT VEOCI MAY USE TO PROVIDE THE SERVICE OR CUSTOMER MAY USE TO ACCESS THE SERVICE.

d. Customer represents and warrants to VEOCI that:
    i. Customer has the right to transmit to VEOCI, and receive from VEOCI, all data, material and records, including the Customer Data that Customer provides to VEOCI and that are required to enable VEOCI to perform the Service and any other of its obligations under this Agreement; and
    ii. it will use reasonable commercial efforts to prevent the inclusion of Viruses while it and its Users access the Service.

12. Limitation of Liability

a. Except for death or personal injury and the Parties' indemnity obligations in Section 13, a Party's liability for direct damages, loss or liability for any cause, and regardless of the form of action will be limited to the total amount of fees payable by Customer under this Agreement over the six (6) months prior to the date that the action arose.

b. THE REMEDIES PROVIDED IN THE AGREEMENT TO THE PARTIES ARE THE PARTYS' EXCLUSIVE REMEDIES. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS IN SECTION 13, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHERWHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

13. Indemnification

a. VEOCI agrees to defend and indemnify Customer from and against, or at its option settle, any third- party claims (each a "Claim") that the Service or the Veoci Platform alone, and not in combination with any other product or program, infringes any third-party intellectual property rights. VEOCI may, at its option and at its own cost, procure for Customer the right to continue to use the Service; repair, modify or replace the Service or Veoci Platform so that it is no longer infringing; or provide a pro rata refund of the fees paid based on the then-current term. VEOCI shall have no liability under this Section if the allegation of infringement is a result of:
    i. a modification of the Veoci Platform by Customer,
    ii. the Customer or any User not using the Service in accordance with the User Guide,
    iii. or a work product that was produced at Customer's specific direction.

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THE FOREGOING STATES VEOCI'S ENTIRE LIABILITY AND OBLIGATIONS REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

b. Customer, to the extent permitted by law and subject to the availability of funds, agrees to defend and indemnify VEOCI from and against, or at its option settle, all Claims made or brought against VEOCI:
   i. arising out of Customer's use of the Service;
   ii. alleging that the Customer Data, Customer's materials or records, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; or
   iii. alleging that VEOCI's use of the Customer Data as contemplated in this Agreement is not authorized.

c. A party's indemnification obligation is contingent upon:
   i. the indemnified party providing prompt notice to the indemnifying party of any such Claim and assistance in its defense;
   ii. the indemnifying party's sole right to control the defense or settlement of any such Claim, except that any settlement requiring a payment or admission of liability on the part of the indemnified party is subject to the indemnified party's prior approval, not to be unreasonably withheld or delayed; and
   iii. that the indemnified party shall not take any action or omit to take action that hinders the defense or settlement process, as reasonably directed by the indemnifying party.

14. Term and Termination of Agreement and Order Form

a. This Agreement shall enter into effect on the Effective Date and shall continue until terminated in accordance with below. The terms of this Agreement shall continue to apply to any surviving Order Form for the duration of such Order Form Term.

b. This Agreement and the associated Order Form are non-cancelable by the Customer for the duration of the 54-month term, notwithstanding subsections (d) and (e) below. The initial term for the Order Form is 54 months, commencing April 1, 2026, and ending September 30, 2030. This term consists of one (1) initial 6-month period followed by four (4) consecutive 12-month periods.

c. Either party shall have the right to terminate this Agreement and/or any Order Form subject to any applicable mandatory Law, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party.

d. Either party shall have the right to terminate this Agreement and/or any Order Form due to a material breach by the other party. The non-breaching party shall give written notice to the breaching party. Upon receiving such notice, the breaching party shall have thirty (30) days to cure such breach. If the breaching party is unable to cure the breach

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within the thirty (30) day period, the non-breaching party shall have the right to terminate this Agreement. Upon termination for a material breach, if Customer is the non-breaching party, Customer shall be relieved of any and all future payments remaining under the Term and shall receive a prorated refund for the remainder of the current year for which payment has already been remitted.

e. In the event the Hays County Commissioners Court does not appropriate funding for this Agreement in any fiscal year, this Agreement shall automatically terminate on October 1st of such fiscal year. Such non-appropriation does not constitute a material breach and Customer shall be relieved of any and all future payments remaining under the Term.

f. Upon termination of the Order Form for reasons other than subsections (d) and (e) above, as mentioned in 14(c) above, Customer shall:
   i. Pay to VEOCI all outstanding invoices and sums owed which have accrued up to the end of the current term at the time of termination;
   ii. at VEOCI's option, either return to VEOCI or destroy all confidential information which it has obtained from VEOCI, and
   iii. have no claims for damages or compensation for loss of goodwill or like thereof against VEOCI
   iv. have no claims for the return any payment made prior to the time of termination

15. Waiver of Jury Trial and Choice of Law

a. The Agreement shall be construed and governed in accordance with the laws of the State of Texas, and venue shall be exclusive to the State courts of Hays County or the federal courts of the Western District of Texas, Austin Division.

16. Miscellaneous

a. Customer may not assign this Agreement, the use of the Service or any other of its rights and obligations under this Agreement without VEOCI's prior written consent. This Agreement shall be binding on the parties and their respective successors and assigns. VEOCI shall have the unrestricted right to
   i. assign all of its rights and obligations under this Agreement; and
   ii. after notice to Customer, subcontract all or part of its performance under this Agreement.

b. If the performance of the Services involves onsite meetings, trainings, or other events that require VEOCI personnel to travel to the Customer's facilities, both parties agree that all travel dates and locations must be mutually agreed upon in writing by both VEOCI and Customer.

c. Customer shall not export or use the Service in violation of applicable Laws.

d. The Services, other technology that VEOCI makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use

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Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

e. Neither party is an agent or contractor of the other, and this Agreement does not confer or delegate upon a party any discretionary authority or control on behalf of the other party.

f. Each party shall be excused from performance of its obligations under this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by circumstances beyond its reasonable control, including an act of God, severe weather, hurricane, earthquake, flood, war, civil disturbance or civil commotion, terrorism, court order, or any other cause over which such party does not have control, including internet or communication problems (including an internet service provider's or hosting facility's failures or delays involving hardware, software or power systems not within VEOCI's possession or reasonable control), third-party hardware or software errors, Viruses or similar harmful programs or data, or unauthorized access or theft (any of the foregoing, a "Force Majeure Event").

g. This Agreement supersedes all other prior or contemporaneous agreements, letters, offers, quotations, proposals, purchase orders, representations and other understandings, whether oral or written, on the subject matter of this Agreement and, along with any executed Order Form(s), contains the entire agreement between the parties. No alteration or modification of this Agreement or Order Form will be valid unless made in a writing signed by the parties.

h. There shall be no third-party beneficiaries to this Agreement.

i. All notices required or permitted under this Agreement hereunder shall be delivered to the other party either personally, or by telefax, email, certified or registered mail (return receipt requested), or overnight courier. If delivered personally, notice shall be effective when delivered; if delivered by telefax or email, notice shall be effective upon electronic confirmation; and if delivered by mail or overnight courier, notice shall be effective upon confirmation of delivery.

j. The section headings in this Agreement are for informational purposes only and shall not affect the interpretation of any provision of this Agreement. When used in this Agreement, "including" and word(s) of similar import mean "including without limitation."

k. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be deemed severed from this Agreement and shall not affect in any respect the remainder of this Agreement.

l. The sections entitled "Warranty," "Limitation of Liability," "Customer Data," "Fees and Payment," " Indemnification," "Confidentiality; Privacy," "Proprietary Rights" and Customer's obligation to pay any outstanding fees due shall survive expiration or termination of this Agreement.

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SCHEDULE B. Service Level Agreement

Capitalized terms that are not otherwise defined in this Schedule B shall have the meaning set forth in the Subscription Terms and Conditions.

1. Introduction

The measurements and service levels set forth in this Schedule B are designed to provide an objective measurement of VEOCI's performance of the Service (each an "SLA"; collectively, "SLAs"). The SLAs may be reviewed and adjusted as mutually agreed upon in writing by the parties.

2. Reporting

VEOCI agrees to provide to Customer, upon receipt of a written request from Customer, a link to an electronic report which can be accessed at any time to verify VEOCI's performance against the SLAs. VEOCI agrees to investigate and correct failures to meet the SLAs by:

a. initiating investigations to determine the root cause of the failure;
b. using commercially reasonable efforts to correct the issue;
c. advising Customer as reasonably requested by Customer of the status of efforts being undertaken with respect to the issue; and
d. providing reasonable evidence to Customer that the cause of the issue is being corrected or will be corrected.

3. SLA Definitions and Measurements

"Minor Default" is deemed to occur when VEOCI's performance against an SLA falls in the range of performance in which a minimum SLA credit is granted to Customer.
"Major Default" is deemed to occur when VEOCI's performance against an SLA falls in range of performance in which a maximum SLA default credit is granted to Customer.
"Scheduled Downtime," means the planned downtime, of which VEOCI has notified Customer at least 72 hours in advance.
"Service Level Default" means that VEOCI's performance fell below the established SLA during a measurement period.
"Service Level Credit" means the amount of additional Service the Customer will be credited for the applicable Service Level Default during the measurement period.
"Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.
Measurement periods are monthly, in arrears, with Service Level Defaults and Service Level Credits being calculated monthly. Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable. The SLA's set forth in this Schedule shall be Customer's sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies such as damages for breach of contract.

4. Exceptions

The following items will not be considered as a part of the calculation of Service Level Credits and VEOCI will be relieved of responsibility for SLAs and associated Service Level

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Credits to the extent VEOCI's failure to meet the SLA(s) is determined by the parties, to be due to:

a. Force Majeure Events as defined in the Agreement;
b. Outages resulting from Scheduled Downtime, including VEOCI's upgrading of data center infrastructure.
c. Outages arising from Customer's network being inaccessible.
d. Domain Name Server (DNS) issues outside of the control of VEOCI.
e. Customer's acts or omissions (including acts or omissions of a third party not acting on behalf of VEOCI), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer or willful misconduct.
f. Internet outages, or other third-party infrastructure outages which hinder access to VEOCI's environment.
g. Outages requested by Customer.
h. Changes by Customer, or its agents, to Customer's environment which are not communicated to VEOCI and which adversely impact VEOCI's ability to perform the Service.
i. Inability of Customer to log in due to Customer's use of LDAP or other single sign-on methods to control authentication.

5. Service Level Measurement

a. **Service Area:** Production Uptime
b. **Objective:** VEOCI to provide 99.5% monthly uptime for Production Software Instances
c. **Measurement:** For Production availability, the Production downtime shall be measured as the aggregate number of minutes during the monthly measurement period in which the Service was unavailable, divided by the total number of minutes in the monthly measurement period. The period of unavailability shall be measured from the point-in-time that such unavailability is or reasonably should have been detected by VEOCI.
    i. (Uptime % = [1-(downtime/Production)*100%]). For example, if hosting is unavailable for a total of 200 minutes in a 30-day month, then Production Uptime is [1-(200/43,200)*100%] = 99.5%
d. **Target Service Level:** Production Uptime is greater than or equal to 99.5%
e. **Minor Default:** Production Uptime is less than 99.5% but greater than or equal to 98%
f. **Major Default:** Production Uptime is less than 98%
g. **Measurement Period:** Measured on a monthly basis. VEOCI will measure the Production Uptime for each downtime event and in the aggregate each month during the Term, and, upon written request of Customer, report the results to Customer within ten (10) business days of the request.
h. **Service Level Credits:** Minor Default = credit of one (1) additional day of the Service as an extension of the term of the Agreement.
i. Major Default = credit of two (2) additional days of the Service as an extension of the term of the Agreement

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SCHEDULE C. Support Agreement

1. Definitions

"Bug" means a reproducible malfunction of the Veoci Platform reported to VEOCI by Customer that prevents the Veoci Platform from performing in accordance with the operating specifications described in the then current documentation.
"Enhancement" means a change or addition to the underlying functionality of the Veoci Platform.
"Solution Configuration" means a change or additions to a Solution that significantly alter its functionality from what is scoped in the applicable SOW. Configuration includes without limitation, new or updated integrations, configurations, and print templates.

2. Included Support:

a. **Support Center:** The VEOCI team will provide support from a support center via email, an internet-based Client support tool (English version only), and telephone. All support services shall be provided in English language, unless otherwise specified in this Agreement.
   i. Phone: 203-782-5944
   ii. Internet based Client support tool: https://support.veoci.com/
   iii. Email: support@veoci.com
b. **Hours of Support Center Operation:** Support center is available twenty-four (24) hours per day, seven (7) days per week
c. **Requesting Support**:

i. Customer will identify the severity level (defined below) of the incident when requesting support from the support center
ii. If all support center representatives are busy with other calls, a message will be left on the voicemail response system, which will page appropriate support personnel
iii. The VEOCI team will target to meet and exceed defined service level metrics defined in this Schedule

d. **Non-Critical Issue:** System performance or bug affecting some users that does not prevent a customer from using the software to respond to a crisis.

i. Response Time: 2 business days
ii. Channel: Email, web, or general support phone number.

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e. **Critical Issue:** System performance or bug affecting all users that would prevent a customer from being able to use the software to respond to a crisis.

i. Response time: 2 business hours
ii. Channel: Email, web, or general support phone number

f. **Crisis Issue:** System outage or severe bug that is preventing customer from using the software during their response to a crisis while such crisis is occurring.

i. Response Time: 30 minutes (24x7)
ii. Channel: Emergency phone number

g. **Crisis Support:** General questions, support, or assistance in the instance where: the Veoci Platform is fully operational, it is outside of VEOCI's applicable business hours, but the customer is responding to a crisis and needs support.

i. Response Time: 30 minutes (24x7). May be subject to $200 hourly rate.
ii. Channel: Emergency phone number

h. **Business Hours:**

i. Standard Contracts M-F 1:30AM-7PM EST
ii. US-Only contracts M-F 8AM-7PM EST

3. Maintenance Support

a. VEOCI will maintain the Veoci Platform by providing to Customer any and all software updates and Enhancements to the Veoci Platform ("Updates") offered by VEOCI. Updates will be provided when available and include bug fixes, security updates, new features, enhancements to existing features, and/or performance Enhancements to existing features. Updates will be installed by Veoci's staff or automated processes.
b. VEOCI gives its Users the opportunity to request Enhancements to the Veoci Platform by submitting Enhancement tickets via https://support.veoci.com ("Enhancement Requests"). Veoci encourages Users to submit Enhancement Requests, however whether or not an Enhancement Request is fulfilled is at the sole discretion of VEOCI. Enhancement Requests that are fulfilled are incorporated into the Veoci Platform and become available to all customers.

4. Services Not Included

a. Solution Configurations are not considered support services, and are not included under this agreement. Any Solution Configuration must be requested in accordance with the Change Management Plan set forth in the applicable SOW.

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SCHEDULE D. Order Form

1. Term of this Order Form

The Service will be available to Customer from: Term Start Date of 4/1/2026 to Term End Date 09/30/2030 (the "Order Form Term") in exchange for the fees described in Section 3 below, and pursuant to the terms of the Agreement.

The fees and terms offered in the Agreement and herein are contingent upon execution and delivery to VEOCI of a signed acceptance of the Agreement and Order Form no later than thirty (30) days from the date of this Order Form. Otherwise, this Order Form shall be deemed null and void. In the event that VEOCI countersigns this Order Form, the foregoing sentence shall not be deemed to apply.

2. SaaS, Support and Training, and Implementation

2.1 Software as a Service ("SaaS")

2.1.1 Applications

Customer plans to use the Service for emergency and volunteer management.

2.1.2 Number of Users

During the Term of this Order Form, Customer is permitted to register a maximum number of identities as Service users, as specified in Table 3.1: Fees and Terms.

2.1.3 Non-User Entries

Service includes the capability to create Non-User Entries in Forms. The number of Non-User Entries available to Customer during the Order Form Term is set forth in the Fee Table in Section 3.1. As needed, additional Non-User Entries may be purchased at VEOCI's standard rates specified in the Optional Services table in Section 3.2.

2.1.4 Document Storage

VEOCI will provide up to 200 GB (gigabytes) of online storage of documents, photos, and other electronic documentation ("Documents") to Customer. Additional storage can be purchased at VEOCI's standard rates specified in the Optional Services table in Section 3.2.

2.1.5 Integrated Telephone & SMS Capability

Service includes the capability to automatically send and receive SMS and to dial global phone numbers as needed and also use text to speech conversion to read out messages. The SMS and phone calls from the Veoci Platform connect with users who may not be on-line and whose participation is urgently needed. The Veoci Platform integrates this service from a 3rd party supplier and charges can vary based on target country and type of connection. Domestic service to the US is included in the pricing; international calling to other countries is excluded. In order to use this feature, customers must first obtain consent to be contacted via SMS from all potential recipients. Customer must be able to provide evidence of such consent in order to access these features. The Veoci Platform's SMS features allow individual users to opt out of receiving SMS notifications without

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assistance from VEOCI, however assistance is required to opt out of receiving phone calls. Customer is responsible for managing all SMS and phone call consents and communicating any opt-out requests for their registered Veoci Platform users to VEOCI.

2.2 Support and Training

VEOCI will provide maintenance and support services as outlined in Schedule C, Support Agreement.

2.2.1 Training Offerings

The details of any training services to be provided under this agreement shall be set forth in the applicable SOW.

2.3 Implementation

The details of any implementation and professional services to be provided under this agreement shall be set forth in an applicable SOW. As needed, additional training or professional services, both on-line and on-site, may be procured at VEOCI's standard rates below. Professional services and consulting hours must be used by the Term End Date set forth in Schedule D, Section 1; unused professional services and consulting hours do not roll-over to the following Term.

3. Financial Specifications

3.1 Fees & Terms

Recognizing the value of the Customer's business, VEOCI offers the Customer the following fees for the term specified in Schedule D, Section 1 – Term of this Order Form:

QTY	DESCRIPTION	ANNUAL SUBSCRIPTION
25	Veoci Standard Access Licenses with Discounts	$11,577.00
100	CERT and MRC Volunteers	$1,800.00
1	Annual Solutions Services	$4,500.00
Included	Hosting on Amazon Web Services	$0.00
Included	Updates & Maintenance of Veoci Platform	$0.00
Included	Support of Veoci Platform	$0.00
25,000	Non-User Form Entries (External Forms)	$0.00
	Total Annual	**$17,877.00**

QTY	DESCRIPTION	ONE-TIME FEE
3	Admin Training	$2,850.00
20	Standard Consultation/Professional Services (Per Hour)	$3,800.00
1	Veoci EM Core Solution Implementation per SOW	$6,100.00
1	Veoci COOP Solution Implementation per SOW	$16,300.00

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1	Veoci CERT / Volunteer Management Solution Implementation per SOW	$20,840.00
1	Veoci Implementation of EOP Solution per SOW	$2,800.00
1	Existing COOP Data Migration of Up to 15 Plans	$4,275.00
	Discounts Applied to One Time Services as Listed Below	($34,365.00)
	TOTAL - One-Time	**$22,600.00**

	DESCRIPTION	AMOUNT
	Total Year One Cost	**$40,477.00**
	Sales Tax *(at 0.00000%)**	$0.00
	TOTAL Due April 01, 2026	**$31,539.00**
	Total Due Oct 01, 2026	**$17,877.00**
	Total Due Oct 01, 2027	**$17,877.00**
	Total Due Oct 01 2028	**$17,877.00**
	Total Due Oct 01, 2029	**$17,877.00**

* Plus, Applicable Sales Tax

Discounted Item	Veoci Standard Price	Hays County Price	Discount Amount
25 Standard Licenses	$12,186.00	$11,577.00	$609.00
CERT Implementation	$20,840.00	$12,000.00	$8,840.00
COOP Implementation	$16,300.00	$0	$16,300.00
COOP Data Migration	$4,275.00	$0	$4,275.00
EOP Solution	$2,800.00	$0	$2,800.00
20 Professional Services Hours	$3,800.00	$3,600.00	$200.00
3 Bootcamps	$2,850.00	$900.00	$1,950.00
Total Discount Amount			**$34,974.00**

The pricing listed on this quote is dependent on a 54-month agreement.

The price for 25 Licenses and 100 CERT Users will remain flat for the five-year duration of the contract,.

In summary, the total cost for the initial year of the contract is $40,477, and the annual recurring cost for the remaining four years of the 54-month term will be $17,877.
Effective April 1, 2026 a pro-rated six-month payment of $31,539.00 will be made. Effective October 1, 2026, the term date will change to coincide with the county budget cycle and a payment of $17,877.00 will be made. Yearly payments will be made on Oct 1st of each year until October 1, 2029, when a final payment of $17,877.00 is made.

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The Customer acknowledges that the 54-month Order Form Term is non-cancelable for convenience, as the annual recurring payments of $17,877.00 constitute a mandatory repayment schedule for implementation, training and solution configuration costs.

3.2 Optional Services if requested

Standard Training and Consulting Rates – Effective 12-06-2024 - (Subject to change)		
ITEM	**UNIT**	**PRICE**
Administrator Training Credits (remote)	3 Half-Days - Price per attendee	$950
Client Hosted Bootcamp (onsite)	2 Days – Price per attendee (Min 8, Max 15, 1 trainer)	$950, client pays for trainer's travel and expense
SAML Based SSO Integration (Standard)	Implementation	$11,500
Contact or Member List Integration (Standard)	Implementation	$1,500
Professional Services & Consulting – Standard	Hourly	$190
Professional Services & Consulting – US Only	Hourly	$280
Professional Services & Consulting – Enterprise/Finance/Aviation	Hourly	$240
Professional Services & Consulting – Custom Integrations	Hourly	$280
Professional Services & Consulting – Subject Matter Expert	Hourly	$350
Professional Services & Consulting – PMI Certified Project Manager, PMP	Hourly	$350
Organization Branding (client logo on e-mails and system screens)	One-time Implementation	$1,500
T&L (Without Air)	Per diem	$300
Hosted Storage	Extra 1 TB per year	$1,000
Non-User Entry (External Forms)	Single Entry	$1.25

4. Commencement of Work

4.1 Purchase Order Requirement

The Customer hereby agrees to notify VEOCI as to whether a Purchase Order ("PO") is requisite for the purpose of invoicing. Unless otherwise specified by VEOCI, the initial invoice shall be issued at the onset of the term to duly initiate the provision of services. The Customer hereby unequivocally affirms one of the ensuing declarations:

[ ] Customer requires a PO to be properly invoiced. Customer shall ensure that any applicable PO is issued in advance of the invoicing period as specified in Section 4.1.
[ ] Customer does not require a PO to be properly invoiced. Customer acknowledges that the first invoice will be issued as specified in Section 4.1.

4.2 Notification and Confirmation

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In the event that Customer requires a Purchase Order for invoicing, VEOCI may not commence any work or services under this Agreement until a Purchase Order has been issued by Customer, unless otherwise agreed upon by both parties. Should VEOCI initiate any services or work prior to receiving a PO, it will be solely at VEOCI's discretion, and VEOCI acknowledges that Customer may not be obligated to compensate or recognize such services. Upon receipt of any applicable PO, VEOCI will promptly invoice the Customer and provide written confirmation detailing the precise extent of the work, services, or goods to be provided as described in the PO.

The parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers or representatives to sign this Order Form as of the date first set forth below.

Veoci, Inc. Executed by Authorized Representative	**Hays County - TX** Executed by Authorized Representative
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to execute a Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and The American National Red Cross Central & South Texas Region for purposes of preparing, mitigating, responding, and recovering from disasters. **BECERRA/M.JONES**

Summary

Attachments

MOU

Memorandum of Understanding

between

The American National Red Cross Central & South Texas Region

and

Hays County Office of Emergency Services

American Red Cross

I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American Red Cross Central and South Texas (the "Red Cross") and Hays County Office of Emergency Services (HCOES). This MOU provides a broad framework for cooperation between the Red Cross and HCOES to provide assistance in preparing, mitigating, responding, and recovery from disasters.

II. Independence of Operations

Each party to this MOU will maintain its own identity, establish its own policies, and finance its own activities.

III. Organization Descriptions

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

Hays County Office of Emergency Services (HCOES) serves the citizens of Hays County. HCOES is responsible for directing and coordinating emergency services and homeland security programs for disasters, planned events, hazmat response, and Fire Code compliance.

IV. Methods of Cooperation

HCOES and the Red Cross have identified the following methods of cooperation

1. **Communication between organizations**
   Representatives of HCOES and the Red Cross will maintain open communication. Both parties will encourage their respective organizations to maintain open communication at the state and local levels. The parties will share information (except for client information which may be confidential or privileged, unless disclosure has been expressly authorized by the client), relevant reports and contact information for key personnel. S*ee Attachment A: Organization Contact Information.*

2. **Engagement at the Local Level:**
   a. Both organizations will encourage their affiliates to collaborate and develop plans for partnership activities.
      - To locate a Red Cross chapter, go to www.redcross.org - "Find Your Local Red Cross."

- To locate a local HCOES affiliate, Red Cross chapters can go to *Haysinformed.com.*

3. **Preparedness Activities**
    a. Community preparedness (preparedness fairs and other community engagement opportunities).
    b. Information about the Red Cross disaster apps.
    c. Home Fire Campaign, Youth Preparedness activities, and climate programs (i.e. wildfire preparedness home visits).

4. **Response Activities**
    a. Development of Mass Care and Response Capacity and capabilities.
    b. Support with warming/cooling center and shelter operations, disaster assessment capabilities, family support during home fires and other catastrophic loss, and possibly other response activities as needed/required.
    c. Partner can initiate a request for activation through primary/secondary contacts
    d. Planning and execution of training, drills, exercises.
    e. Participation in local disaster committees and/or boards Community Organizations Active in Disasters (COAD) Volunteer Organizations Active in Disasters (VOAD) meetings and Long-Term Recovery Groups (LTRG).

5. **Recovery Activities**
    a. Support of Multi-Agency Resource Centers (MARC) and other community recovery following disasters.
    b. Casework, Disaster Health Services, Disaster Mental Health, and Disaster Spiritual Care.
    c. Assist local jurisdictions with other recovery services as needed.

6. **Supporting Community Blood Drives**
    a. This collaboration can take the form of blood drives hosted by HCOES, educational information about the need for regular blood donations and donor eligibility through established HCOES communication channels, and/or active blood donor recruitment by HCOES volunteers and chapters to established Red Cross blood collection facilities.
        - HCOES staff can reach out individually to 1-800-RED-CROSS (1-800-733-2767) to schedule blood donations or go to *www.redcrossblood.org* to find donation opportunities, schedule an appointment and get information about giving blood.

7. **Other cooperative actions**
    The Red Cross and HCOES will actively seek to identify other areas within their respective organizations where cooperation and support will be mutually beneficial.

V. General

a. Both parties agree not to use or display any trademarks of the other without first receiving express written permission to do so.
b. Both parties will keep the public informed of their cooperative efforts.
c. Both parties will widely distribute this partnership agreement within their respective organizations and urge full cooperation.
d. Both parties will allocate responsibility for any shared expenses in writing in advance of any commitment.
e. HCOES agrees to adhere to *the Principles of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs (Attachment B)* when engaging in any cooperative disaster response activities with the Red Cross.

VI. Periodic Review and Analysis

Representatives of the Red Cross and HCOES will jointly evaluate their progress in implementing this MOU every five years and revise and develop new plans or goals as appropriate.

VII. Term and Termination

This MOU is effective as of the date of the last signature below and expires five years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so, should confirm this in writing. This MOU may be terminated at any time upon written notice from either party to the other.

VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

IX. Signatures

	American Red Cross serving Central & South Texas		**Enter Organization Name here**
By:	_____ Signature	**By:**	_____ Signature
Name:	_____ Print Name	**Name:**	_____ Print Name
Title:	Regional Disaster Officer Print Title	**Title:**	Hays County Judge Print Title
Date:	_____	**Date:**	_____

ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. If the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.
NOTE: When any attachment is updated, the revised attachment is inserted in the MOU. The MOU ***does not*** need to be signed again.

Relationship Manager Contact*

American Red Cross		Enter Organization Name here	
Contact	Kristofer J.E. Morgan	**Contact**	Mike Jones
Title	Senior Community Disaster Program Manager	**Title**	OES Director
Office phone		**Office phone**	512-393-5538
Mobile	361-500-3356	**Mobile**	512-618-0302
e-mail	Kristofer.morgan@redcross.org	**e-mail**	Mike.jones@hayscountytx.gov

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

Operations Contact**

Enter Red Cross unit name here		Enter Organization Name here	
Contact	Edwin Reyes	**Contact**	Casey Lee
Title	Community Disaster Program Manager	**Title**	Special Operations Coordinator
Office phone	(737) 419-9676	**Office phone**	512-749-1166
Mobile	(737) 419-9676	**Mobile**	512-938-2114
e-mail	Edwin.Reyes@redcross.org	**e-mail**	Casey.lee@hayscountytx.gov

**The Operations Contact is the person each organization will call to initiate operations activities as defined in the MOU.

Organization Information

Enter Red Cross unit name here		Enter Organization Name here	
Department	American Red Cross serving Central & South Texas	**Department**	HCOES
Address	4800 Manor Rd, Bldg. K Austin, TX 78723	**Address**	810 S. Stagecoach Trail San Marcos, TX 78640
e-mail		**e-mail**	Oes@hayscountytx.gov
Website	www.redcross.org	**Website**	Haysinformed.com

ATTACHMENT B

Principles of Conduct for
The International Red Cross and Red Crescent Movement and
NGOs in Disaster Response Programs

Principle Commitments:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated based on need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and customs.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at https://www.ifrc.org/code-conduct-international-red-cross-and-red-crescent-movement-and-ngos-disaster-relief

AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of a Product Schedule, Order Agreement, Equipment Removal/Buyout Authorization, and Equipment Relocation Request with Ricoh USA, Inc. for 42 copiers throughout the County and amend the budget accordingly. **BECERRA/HUNT**

Summary:

On January 21, 2021, Hays County entered into an agreement for leased copiers with Ricoh USA, Inc., and forty-two of the copier's leases are expiring in April 2026. Breakdown of proposed copiers, usage amounts, and lease totals are attached.

Ricoh is also moving the following four copiers for free when needed to the Dutton Drive Building: Auditor, Budget, Human Resources, and Purchasing.

Fiscal Impact:

Amount Requested: None
Line Item Number: Various Departments Equipment Lease 5473

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: The total cost of the leases is not increasing. Budget amendment needed to reallocate budget between departments within the General Fund.
$1,030 - Increase Equipment Lease 001-607-00.5473
$245 - Increase Equipment Lease 001-608-00.5473
$2,560 - Increase Equipment Lease 001-618-03.5473
$10 - Increase Equipment Lease 001-628-00.5473
$10 - Increase Equipment Lease 001-629-00.5473
$45 - Increase Equipment Lease 001-636-00.5473
($400) - Decrease Equipment Lease 001-612-00.5473
($1,700) - Decrease Equipment Lease 001-618-00.5473
($1,800) - Decrease Equipment Lease 001-635-00.5473

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard 713.23

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Relocation Quote
Department Breakdown
Ricoh Order Form - 1
Ricoh Order Form - 2, County Clerk

RICOH

Equipment Relocation Request

Quote: 143675 Expires: 2/27/2026

Return to: EquipmentRelocations@ricoh-usa.com Submitted By: John Gayaut, (512)381-7810,, john.gayaut@ricoh-usa.com Cost Center: Customer PO: C85234431

ORIGIN	DESTINATION
HAYS COUNTY 712 S STAGECOACH TRL SAN MARCOS, TX 78666-6073	HAYS COUNTY 1901 DUTTON DR SAN MARCOS, TX 78666-7573
Contact: Stephanie Hunt Phone: 5123932267 Cell: E-mail: stephanie.hunt@hayscountytx.gov Alt Contact: Phone: Cell: E-mail:	Contact: stephanie hunt Phone: 5123932267 Cell: E-mail: stephanie.hunt@hayscountytx.gov Alt Contact: Phone: Cell: E-mail:
Special Requirements:	

BILLING INFORMATION

One Time Bill To
HAYS COUNTY
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247

Relocation Charges*: $0.00

* Tax may be applicable on relocation charge amount.
* Deinstallation and Reinstallation are not included in relocation charges.

EQUIPMENT TO BE RELOCATED

Total Value: Total Weight: 872

Equip ID	Status	Type	Make/Model	Mfg Serial Number	Config Serial Number	Origin Location - Floor, Dept, etc.	Destination Location - Floor, Dept, etc.
63005001	Leased	Multi-Function Copier	Ricoh IMC4500	3122R190006	C85234431	auditor	auditor
63005002	Leased	Multi-Function Copier	Ricoh IMC4500	3122R290049	C85234434	HR	HR
63057459	Leased		Ricoh IM C2510	9143R200457	C85260431	Purchasing	Purchasing
63045392	Leased		Ricoh IM C2510	9143R400292	C85254700	Budget	Budget

TRANSPORTATION AND DELIVERY INFORMATION

Questions	Origin Location	Destination Location
1. Specify date that the equipment is avalable.		
a. No later than, no earlier than, or on specified date.	No Later Than	No Later Than
b. Before 8 AM or after 5PM pickup/delivery?		
2. Access available for 53' trailer?	No	No
a. If no, would a 28' box van/truck have access?	Yes	Yes
b. Is a loading dock availble for use?	No	No
c. If no, please exlain any special parking requirements	none provided	none provided
3. Is the building accessible using a handicap ramp?	Yes	Yes

Questions	Origin Location	Destination Location
4. Is an elevator available to move the equipment?	Yes	Yes
b. If yes, will protective padding/flooring be required?	No	No
5. Are there any building access requirements?	No	No
6. Is a Certificate of Insurance (COI) required?	No	No
7. Any Special Requirements?		
Add'l Questions for moves of more than 10 units		
Will units will be consolidated to one location?	No	No
Proximity of loading dock to equipment (needed to determine how many trips to the vehicle)		
Ability to perform site survey	No	No

AUTHORIZATION: Customer requests and hereby authorizes Ricoh to relocate the above-referenced Equipment to the specific Customer location described above (see "Delivery Address") following a pre-shipment inspection of such Equipment by an authorized Ricoh representative designed to verify condition and operation. Such inspection must occur contemporaneously with the relocation and Customer agrees to pay Ricoh for such services and to reimburse Ricoh for all shipping, handling and freight charges, all as described in this Form. Ricoh will invoice Customer for any such charges, which shall be due and payable on a net ten days basis, except as otherwise provided in any existing Maintenance Service agreement between Ricoh and Customer which shall be deemed to control. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the move of the Equipment hereunder within reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. If Customer cancels the relocation services within 24 hours of pickup or delivery, Ricoh may charge Customer the full amount of the relocation. If Customer requests additional services during pickup or delivery, Ricoh will charge Customer the full amount of the additional services, which shall be due and payable on a net ten days basis. The parties agree that the terms and conditions contained in Form make up the entire agreement between them regarding the relocation services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders.

OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS FORM, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY. The date you requested for this move is tentative. Once this form is signed and returned to RICOH, your request will processed and the final move date will be scheduled and confirmed with you by the logistics scheduler. If customer cancels the relocation services, Ricoh may charge the customer a fee up to the full amount of the relocation.

Customer Authorized Signature:	Print Name:	Date:	Phone:	Email:

FY 2026 - Copier Replacement - Round 1

Copier W/Fax
Copier who exceeded their B/W or Color Allowance
Recommending an upgraded machine due to usage
Recommending downgrading machine due to usage
Keep current machine - Not getting a new machine
Departments whose leases are increasing due to actual usage

Current Copier Lease Totals & Usage								New Proposed Copiers, Usage, and Monthly Amounts								
Site Address	Department	Current Model	Current TOTALS	Current BW	Current Color	Black: Average Monthly Volume	Color: Average Monthly Volume	New model	New Lease Unit cost	Service Images-Pooled	RMSSC Remote Monitoring	NEW LEASE TOTAL	Increase or Decrease over current lease	Black: Average Monthly Volume	Color: Average Monthly Volume	NOTES
200 STILLWATER	Ag Extension Office (MP2555 - C85213149)	C2500	$ 223.47	20,600	500	1,400	3,000	IM C2510	$ 112.38	$ 136.50	$ 6.45	$ 255.33	$ 31.86	1,500	3,200	
712 S STAGECOACH TRL	CCL2	MP2555	$ 127.47	4,750		3,500	0	IM2500	$ 114.73	$ 21.00	$ 6.45	$ 142.18	$ 14.71	3,900	0	
712 S STAGECOACH TRL	CCL2	MP2555	$ 128.46	1,400		300	0	KEEP	$ -	$ 10.00	$ 6.45	$ 16.45	$ (112.01)	340	0	Recommending keeping current machine - usage very low Still under service & toner plan
5458 FM 2770	Commissioner 2/Co Clerk Split	MP2555	$ 128.46	2,050		700	0	IM2500	$ 102.73	$ 6.00	$ 6.45	$ 115.18	$ (13.28)	780	0	
111 E SAN ANTONIO ST	Constable 1	MP2555	$ 116.78	200		200	0	KEEP	$ -	$ 10.00	$ 6.45	$ 16.45	$ (100.33)	250	0	Recommending keeping current machine - usage very low Still under service & toner plan
5458 FM 2770	Constable 2	MP2555	$ 116.78	1,200		2,200	0	IM2500	$ 102.73	$ 14.40	$ 6.45	$ 123.58	$ 6.80	2,500	0	
712 S STAGECOACH TRL	County Clerk - San Marcos	MP4055	$ 168.81	8,550		3,400	0	IM2500	$ 114.73	$ 20.40	$ 6.45	$ 141.58	$ (27.23)	3,800	0	recommending downgrading to smaller machine due to lack of usage.
712 S STAGECOACH TRL	County Clerk - San Marcos	MP2555	$ 116.78	1,200		4,400	0	IM2500	$ 102.73	$ 30.00	$ 6.45	$ 139.18	$ 22.40	4,900	0	
712 S STAGECOACH TRL	DA	MP6055	$ 217.95	18,000		13,700	0	IM6000	$ 208.12	$ 90.00	$ 6.45	$ 304.57	$ 86.62	15,400	0	
712 S STAGECOACH TRL	DA (Color)	C6000	$ 299.81	1,300	6,250	6,500	7,000	IM C6010	$ 235.21	$ 339.50	$ 6.45	$ 581.16	$ 281.35	7,400	7,467	
2171 YARRINGTON RD	Development Services (Color)	C2500	$ 215.09	8,850	2,150	1,000	2,100	IM C2510	$ 112.38	$ 95.25	$ 6.45	$ 214.08	$ (1.01)	1,150	2,240	
712 S STAGECOACH TRL	District Court	MP4055	$ 168.81	2,500		9,900	0	IM4000	$ 154.58	$ 60.00	$ 6.45	$ 221.03	$ 52.22	11,000	0	
810 S STAGECOACH TRL	Emergency Services (Color)	C2500	$ 215.09	2,850	900	1,400	2,100	IM C2510	$ 112.38	$ 98.25	$ 6.45	$ 217.08	$ 1.99	1,500	2,240	
2250 CLOVIS R BARKER	JDC	MP6055	$ 217.95	2,950		12,000	0	IM6000	$ 208.12	$ 90.00	$ 6.45	$ 304.57	$ 86.62	13,500	0	
712 S STAGECOACH TRL	JP 1-1	MP2555	$ 139.15	2,300		3,500	0	IM2500	$ 114.73	$ 21.00	$ 6.45	$ 142.18	$ 3.03	3,900	0	
5458 FM 2770	JP 2-kyle	MP2555	$ 128.46	600		2,700	0	IM2500	$ 102.73	$ 18.00	$ 6.45	$ 127.18	$ (1.28)	3,000	0	
200 STILLWATER	JP 3-wimb	MP2555	$ 127.47	800		300	0	IM2500	$ 114.73	$ 6.00	$ 6.45	$ 127.18	$ (0.29)	340	0	
195 ROGER HANKS PKWY	JP 4-DS	MP2555	$ 127.47	3,950		1,200	0	IM2500	$ 114.73	$ 7.20	$ 6.45	$ 128.38	$ 0.91	1,340	0	
810 S STAGECOACH TRL	CECC/Dispatch Supervisors	C2500	$ 215.09	6,000	1,400	600	700	IM C2510	$ 112.38	$ 32.75	$ 6.45	$ 151.58	$ (63.51)	675	747	
810 S STAGECOACH TRL	CECC/Dispatch Floor	MP2555	$ 128.46	4,000		5,300	0	IM4000	$ 142.58	$ 43.04	$ 6.45	$ 192.07	$ 63.61	6,250	0	recommending upgrading the machine due to the usage
500 JACK C HAYS TRL	Sheriff/Jail -Main (Buda)	MP2555	$ 128.46	1,600		200	0	KEEP	$ -	$ 10.00	$ 6.45	$ 16.45	$ (112.01)	250	0	Recommending keeping current machine - usage very low Still under service & toner plan
810 S STAGECOACH TRL	Sheriff- patrol (MP2555 - C85213126)	C2500	$ 234.16	4,100	1,950	1,100	2,300	IM C2510	$ 124.38	$ 104.35	$ 6.45	$ 235.18	$ 1.02	1,200	2,453	
810 S STAGECOACH TRL	Sheriff/Evidence	C2500	$ 215.09	6,000	1,950	200	400	IM C2510	$ 112.38	$ 20.00	$ 6.45	$ 138.83	$ (76.26)	250	427	
712 S STAGECOACH TRL	Sheriff/Govt. Center	MP2555	$ 128.46	1,900		500	0	IM2500	$ 102.73	$ 6.00	$ 6.45	$ 115.18	$ (13.28)	560	0	
810 S STAGECOACH TRL	Sheriff/HR (Color)	C4500	$ 270.71	3,900	2,850	4,300	3,800	IM C4510	$ 190.11	$ 203.50	$ 6.45	$ 400.06	$ 129.35	4,800	4,053	
1307 UHLAND RD	Sheriff/Jail - Admin	C4500	$ 270.71	6,000	800	500	1,300	IM C2510	$ 124.38	$ 58.25	$ 6.45	$ 189.08	$ (81.63)	560	1,387	
195 ROGER HANKS PKWY	Sheriff/Jail - Dripping Springs	MP2555	$ 116.78	1,150		500	0	IM2500	$ 102.73	$ 6.00	$ 6.45	$ 115.18	$ (1.60)	560	0	

810 S STAGECOACH TRL	Sheriff/Jail - Wimberley	MP2555	$ 116.78	700		400	0	IM2500	$ 102.73	$ 6.00	$ 6.45	$ 115.18	$ (1.60)	450	0	
810 S STAGECOACH TRL	Sheriff/Jail (Color) - Admin	C2500	$ 225.78	3,300	800	400	800	IM C2510	$ 124.38	$ 37.00	$ 6.45	$ 167.83	$ (57.95)	450	853	
810 S STAGECOACH TRL	Sheriff/Jail (Color) - Warrants	C2500	$ 225.78	2,200	800	500	600	IM C2510	$ 124.38	$ 28.50	$ 6.45	$ 159.33	$ (66.45)	460	640	
810 S STAGECOACH TRL	Sheriff/Jail (Color) narcotics (SO-SMPD) RECORDS/1st floor	C2500	$ 225.78	6,000	800	100	500	IM C2510	$ 124.38	$ 24.25	$ 6.45	$ 155.08	$ (70.70)	250	533	
810 S STAGECOACH TRL	Sheriff/Jail (Color)-CID	C2500	$ 225.78	2,850	800	1,000	1,200	IM C2510	$ 124.38	$ 57.00	$ 6.45	$ 187.83	$ (37.95)	1,150	1,280	
1307 UHLAND RD	Sheriff/Jail-Arresting Officer	MP2555	$ 139.15	2,900		2,800	0	IM2500	$ 114.73	$ 16.80	$ 6.45	$ 137.98	$ (1.17)	3,150	0	
1307 UHLAND RD	Sheriff/Jail-Transportation	MP2555	$ 139.15	2,900		2,300	0	IM2500	$ 114.73	$ 13.80	$ 6.45	$ 134.98	$ (4.17)	2,575	0	
1307 UHLAND RD	Sheriff/Jail-Uhland	MP2555	$ 127.47	2,100		6,200	0	IM4000	$ 154.58	$ 42.00	$ 6.45	$ 203.03	$ 75.56	6,900	0	recommending upgrading the machine due to the usage
1307 UHLAND RD	Sheriff/Jail-Uhland- Training	C2500	$ 215.09	2,100	1,950	1,800	2,300	IM C2510	$ 112.38	$ 108.55	$ 6.45	$ 227.38	$ 12.29	2,000	2,453	
1307 UHLAND RD	Sheriff/Jail-Uhland - (printroom)	MP6055	$ 217.95	25,800		34,100	0	IM6000	$ 208.12	$ 210.00	$ 6.45	$ 424.57	$ 206.62	38,000	0	
1307 UHLAND RD	Sheriff/Jail-Uhland - bonding	MP6055	$ 228.64	14,350		2,100	0	IM2500	$ 114.73	$ 14.40	$ 6.45	$ 135.58	$ (93.06)	2,350	0	recommending downgrading to smaller machine due to lack of usage.
1307 UHLAND RD	Sheriff/Jail-Uhland - booking (Intake)	MP6055	$ 228.64	30,800		22,400	0	IM6000	$ 220.12	$ 150.00	$ 6.45	$ 376.57	$ 147.93	25,000	0	
1307 UHLAND RD	Sheriff/Jail-Uhland - infirmary (Nurse's Station) + FAX	MP4055	$ 168.81	10,050		6,700	0	IM4000	$ 154.58	$ 42.00	$ 6.45	$ 203.03	$ 34.22	7,500	0	
1307 UHLAND RD	Sheriff/Maintenance + FAX	MP2555	$ 130.21	300		500	0	IM2500	$ 114.73	$ 6.00	$ 6.45	$ 127.18	$ (3.03)	560	0	
810 S STAGECOACH TRL	Sheriff/Records	C2500	$ 225.78	6,000	800	400	700	IM C2510	$ 124.38	$ 32.75	$ 6.45	$ 163.58	$ (62.20)	450	747	
5458 FM 2770	Tax Assessor-Collector- kyle + fax	MP2555	$ 141.90	2,200		3,400	0	IM2500	$ 114.73	$ 20.40	$ 6.45	$ 141.58	$ (0.32)	3,800	0	
2171 YARRINGTON RD	Transportation (Color) + FAX	C4500	$ 271.40	4,500	1,500	2,200	1,200	IM C2510	$ 124.38	$ 64.20	$ 6.45	$ 195.03	$ (76.37)	2,400	1,280	
111 E SAN ANTONIO ST STE 202	Veterans Admin + FAX	MP2555	$ 130.22	1,600		900	0	IM2500	$ 114.73	$ 6.00	$ 6.45	$ 127.18	$ (3.04)	1,100	0	
		Totals	**$ 8,076.49**	**239,350**	**26,200**	**169,700**	**30,000**		**$ 5,526.58**	**$ 2,437.04**	**$ 290.25**	**$ 8,253.87**		**190,150**	**32,000**	

712 S STAGECOACH TRL	County Clerk -BW Wide Format	MPW6700-Roll fed system	$ 430.56	1,000		200	0	KEEP	$ -	$ 48.00	$ 6.45	$ 54.45	$ (376.11)	225	0	Recommending keeping current machine - usage very low Still under service & toner plan

Current Plan							
	BW	Color	Lease	Service Plan	Remote Monitoring	Fax	Total Monthly
45 Copiers (25 faxes)	240,350	26,200	$ 4,525.88	$ 3,003.08	$ 253.35	$ 276.18	$ 8,058.49
CCL Plot Printer	200	0	$ 376.53	$ 48.00	$ 5.63	$ -	$ 430.16
							$ 8,488.65
						Avg. Monthly Color Overages	$ 266.80
							$ 8,755.45

New Proposed Plan							
	BW	Color	Lease	Service Plan	Remote Monitoring	Fax	Total Monthly
45 Copiers (25 faxes)	190,000	32,000	$ 5,526.58	$ 2,436.00	$ 290.25		$ 8,252.83
CCL Plot Printer	225	0	$ -	$ 48.00	$ 6.45	$ -	$ 54.45
							$ 8,307.28
						Monthly Savings	$ 448.17
						Yearly Savings	$ 5,378.04

RICOH

Product Schedule
with Purchase Option

Product Schedule Number:
Master Lease Agreement Number:1009769

Ricoh USA, Inc.
300 Eagleview Blvd. Suite 200
Exton,PA 19341

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") HAYS, COUNTY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

HAYS, COUNTY OF				Stephanie Hunt			
Customer (Bill To)				Billing Contact Name			
712 S STAGECOACH TRL				712 S STAGECOACH TRL STE 1071			
Product Location Address				Billing Address (if different from location address)			
SAN MARCOS	HAYS	TX	78666-6073	SAN MARCOS	HAYS	TX	78666-6247
City	County	State	Zip	City	County	State	Zip

Billing Contact Telephone Number (512)393-2267	Billing Contact Facsimile Number	Billing Contact E-Mail Address stephanie.hunt@hayscountytx.gov

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IM4000 CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IM4000 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IM4000 CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM4000 CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	2250 CLOVIS R BARKER RD SAN MARCOS TX78666-4002 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	111 E SAN ANTONIO ST STE 202 SAN MARCOS TX78666-5534 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	195 ROGER HANKS PKWY DRIPPING SPRINGS TX78620-5339 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	195 ROGER HANKS PKWY DRIPPING SPRINGS TX78620-5339 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	200 STILLWATER WIMBERLEY TX78676-5340 US

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1	RICOH IM2500A CONFIGURABLE PTO MODEL	5458 FM 2770 KYLE TX78640-8969 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5458 FM 2770 KYLE TX78640-8969 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5458 FM 2770 KYLE TX78640-8969 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	5458 FM 2770 KYLE TX78640-8969 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IMC4510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IMC6010 CONFIGURABLE PTO MODEL	712 S STAGECOACH TRL SAN MARCOS TX78666-6073 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	1307 UHLAND RD SAN MARCOS TX78666-8289 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	200 STILLWATER WIMBERLEY TX78676-5340 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	2171 YARRINGTON RD SAN MARCOS TX78666 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	2171 YARRINGTON RD SAN MARCOS TX78666 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
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1	RICOH IMC2510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	810 S STAGECOACH TRL SAN MARCOS TX78666-3900 US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Interest Rate	Minimum Payment Billing Frequency	Advance Payment
60	$5,526.58	8.56%	MONTHLY	☐ 1st Payment ☐ 1st & Last Payment ☐ Other

Sales Tax Exempt: Y (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.)

I.R.C. Section 103 Interest Tax Exempt: Yes

Addendum Attached:

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms “Lease Payment” and “Commencement Date” rather than “Payment” and “Effective Date,” then, for purposes of this Schedule, the term “Payment” shall have the same meaning as “Lease Payment,” and the term “Effective Date” shall have the same meaning as “Commencement Date.”

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT**.

3. Purchase Option:

   (a) Purchase Option Price:

   Fair Market Value Purchase Option (plus any applicable tax)

   ☑ $1.00 Purchase Option (plus any applicable tax)

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(b) Unless the above Purchase Option price is the $1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the $1.00 Purchase Option, then

(i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments;

(ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; andin the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, in each case, to the extent permitted by law in the Commonwealth of Virginia.

(iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under theLease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

(c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If bothparties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.

(d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Schedule will terminate.

4. WE make no REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE Agreement, THIS SCHEDULE or the transactionSevidenced Thereby. YOU ACKNOWLEDGE THAT WE ARE not an agent or A FIDUCIARY OF Customer. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER treatment of the LEASE Agreement AND THIS SCHEDULE.

5. Additional Provisions (if any) are:

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: **X** _____	By: _____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: HAYS, COUNTY OF		
Address Line 1: 712 S STAGECOACH TRL STE 1071		**Contact:** Stephanie Hunt
Address Line 2:		**Phone:** (512)393-2267
City: SAN MARCOS		**E-mail:** stephanie.hunt@hayscountytx.gov
ST/Zip: TX / 78666-6247	**County:** HAYS	**Fax:**

	PO Included PO#
Yes	Sales Tax Exempt (Attach Valid Exemption Certificate)
	Syndication
	PS Service (Subject to and governed by additional Terms and Conditions)
	IT Service (Subject to and governed by additional Terms and Conditions)

	TS PO# (if applicable) _
	Add to Existing Service Contract #
Yes	Fixed Rate Service Term 60 Months
	Annual Escalation (after initial Fixed term) 5%

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: HAYS, COUNTY OF		
Address Line 1: 712 S STAGECOACH TRL STE 1071		**Contact:** Stephanie Hunt
Address Line 2:		**Phone:** (512)393-2267
City: SAN MARCOS		**E-mail:** stephanie.hunt@hayscountytx.gov
ST/Zip: TX /78666-6247	**County:** HAYS	**Fax:**

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	MONTHLY	QUARTERLY	GOLD

Guaranteed Group Total Allowance *QUARTERLY*		Group Overages		Service Base *MONTHLY*
B/W	**Color**	**B/W**	**Color**	
570450	96000	0.006	0.046	$2,437.04

SHIP TO / PRODUCT INFORMATION

Product Description	QTY	Service Level	11 x 17	B/W Allowance *QUARTERLY*	B/W Ovg	Color Allowance *QUARTERLY*	Color Ovg	Service Base *MONTHLY*	Ship To / Equipment Address Contact Info
RICOH IM4000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov

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RICOH IM4000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM4000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM4000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM6000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM6000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM6000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	2250 CLOVIS R BARKER RD SAN MARCOS TX 78666-4002 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM6000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	111 E SAN ANTONIO ST STE 202 SAN MARCOS TX 78666-5534 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov

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RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	195 ROGER HANKS PKWY DRIPPING SPRINGS TX 78620-5339 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	195 ROGER HANKS PKWY DRIPPING SPRINGS TX 78620-5339 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	200 STILLWATER WIMBERLEY TX 78676-5340 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	5458 FM 2770 KYLE TX 78640-8969 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	5458 FM 2770 KYLE TX 78640-8969 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	5458 FM 2770 KYLE TX 78640-8969 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	5458 FM 2770 KYLE TX 78640-8969 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov

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RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC4510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC6010 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	712 S STAGECOACH TRL SAN MARCOS TX 78666-6073 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	1307 UHLAND RD SAN MARCOS TX 78666-8289 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	200 STILLWATER WIMBERLEY TX 78676-5340 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov

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RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	2171 YARRINGTON RD SAN MARCOS TX 78666 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	2171 YARRINGTON RD SAN MARCOS TX 78666 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov
RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov

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RICOH IMC2510 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	Service (TS) Contract info outlined above	810 S STAGECOACH TRL SAN MARCOS TX 78666-3900 US Stephanie Hunt (512)393-2267 stephanie.hunt@hayscountytx.gov

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	QTY
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 3	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 3	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 3	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 3	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 4	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 2	1
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TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG 2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC4	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
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RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
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TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1

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TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper. **Silver:** Includes all supplies. Excludes paper and staples. **Bronze:** Parts and labor only. Excludes paper, staples and supplies.	**BASIC CONNECTIVITY / PS / IT Services :**	
	BuyOut After Promotions:	
Additional Provisions: ***Insert ANY additional provisions here***	**Grand Total: (Excludes Tax)**	
Existing Assets covered in Group Allowance:MP2555-C85213092/C290R800202, MP2555-C85213089/C290R801283, MP2555-C85213086/C290R600508		

Accepted by Customer	**Accepted: Ricoh USA, Inc.**
By: **X** _____ *Authorized Signer Signature*	By: _____ *Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

Terminology to Know

Large Paper Metering (Single vs **Double)**

- Single: Each 11 x 17 copy counts as one click or meter
- Double: Each 11 x 17 copy counts as two clicks or meters

Service Term (Fixed Term)

- The length of time (in months) that the Service pricing is static or fixed.

Post Term Escalation

- The rate at which the Service pricing will increase after the fixed or initial Service Term. Example: if your **fixed** Service Term is 36 months, the rate will escalate on an annual basis starting at the first month after the end of the fixed term (month 37).

Allowance

- The number of output pages (copies, fax pages, or prints) that are included in the base payment (Base Price).

Base Price

- Recurring charge for Services contract.

Base Billing Frequency

- How often Customer will receive an invoice for the Service Base Billing amount.

Overage Billing Frequency

- How often Customer will receive an invoice for any output pages in excess of the included Allowance.

B&W Overage Rate

- The per click potential cost relative to Black & White meters over and above the number of the applicable Allowance. If "0" is the Allowance, then the B&W Overage Rate will be applied to all Black & White copies.

Color Overage Rate

- The per click potential cost relative to Color meters over and above the number of the applicable Allowance. If "0" is the Allowance, then the Color Overage Rate will be applied to all Color copies.

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. **Services**.

   (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

   (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

   (c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls**. Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July,

Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination**. This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. AT THE EXPIRATION OF THE TERM IDENTIFIED IN THE ORDER, IT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE TWELVE (12) MONTH PERIODS UNLESS NOTICE OF TERMINATION AS SPECIFIED BELOW IS GIVEN. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.**

(a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.**

(a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to

remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content**. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars ($25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services**. Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations**. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance**. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification**. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance**. An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss**. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products**. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty**. Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE

PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes**. Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of five percent (5%) on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order (which may not be disputed), then Customer shall: (a) pay all non-disputed amounts; and (b) provide prompt (but in all events, no later than ninety (90) days after receiving the invoice) written notice, with supporting documentation, of the disputed charges to Ricoh. If Customer does not comply with the previous sentence, then all invoiced amounts shall be deemed true, correct, and accepted by Customer, and Customer shall pay the invoiced amounts in accordance with the payment terms in this Agreement. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Notwithstanding anything to the contrary in this Order, if the costs of Products or Services sold by Ricoh increases directly or indirectly due to circumstances out of Ricoh's control, including, but not limited to changes in taxes, tariffs or other market changes occurring after the effective date of the Order, then the fees and charges set forth in the Order shall be subject to an equitable adjustment to offset such cost increase. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default**. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors**. Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure**. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs**. Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures**. Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3095 Satellite Blvd., Building 800, Suite 300, Duluth, GA 30096.

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	195 ROGER HANKS PKWY			**City:**	DRIPPING SPRINGS
State:	TX	**Zip:**	78620-5339	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R600297 / C85213088

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	5458 FM 2770			**City:**	KYLE
State:	TX	**Zip:**	78640-8969	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800341 / C85213150

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	200 STILLWATER			**City:**	WIMBERLEY
State:	TX	**Zip:**	78676-5340	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R801589 / C85213121

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP6055SP	C340RB00067 / C85212645

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800241 / C85213128

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP6055SP	C340RC00011 / C85213541

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS

RICOH

State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC4500	3120RB01575 / C85212355

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	5458 FM 2770			**City:**	KYLE
State:	TX	**Zip:**	78640-8969	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800237 / C85213145

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R600431 / C85213085

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP4055SP	C320RA00207 / C85213143

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01537 / C85213312

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01564 / C85213326

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R801233 / C85213129

RICOH

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01569 / C85213311

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800433 / C85213127

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800267 / C85213125

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01542 / C85213315

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01536 / C85213325

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	2171 YARRINGTON RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC4500	3120RB01490 / C85213122

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

RICOH

Make	Model	Serial Number
	MP6055SP	C340RC00031 / C85213540

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800248 / C85213147

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01548 / C85213322

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800196 / C85213130

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	195 ROGER HANKS PKWY			**City:**	DRIPPING SPRINGS
State:	TX	**Zip:**	78620-5339	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800519 / C85213120

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01543 / C85213323

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP4055SP	C320RA00187 / C85212647

Customer Name:	HAYS, COUNTY OF

RICOH

Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	5458 FM 2770			**City:**	KYLE
State:	TX	**Zip:**	78640-8969	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800346 / C85213148

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC6000	3140RB00481 / C85213144

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	2250 CLOVIS R BARKER RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-4002	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP6055SP	C340RB00096 / C85213542

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP6055SP	C340R900180 / C85212646

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800243 / C85213091

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	200 STILLWATER			**City:**	WIMBERLEY
State:	TX	**Zip:**	78676-5340	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3091R200076 / C85216083

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

RICOH

Make	Model	Serial Number
	IMC2500	3091R200577 / C85216082

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800377 / C85213131

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	2171 YARRINGTON RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01512 / C85213324

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	111 E SAN ANTONIO ST STE 202			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-5534	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R800306 / C85213087

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R801585 / C85213093

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01544 / C85213314

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	810 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-3900	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC2500	3090RC01562 / C85213313

Customer Name:	HAYS, COUNTY OF

RICOH

Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	712 S STAGECOACH TRL			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-6073	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP4055SP	C320RA00444 / C85212648

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	1307 UHLAND RD			**City:**	SAN MARCOS
State:	TX	**Zip:**	78666-8289	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	IMC4500	3120RB01639 / C85212354

Customer Name:	HAYS, COUNTY OF				
Contact Name:	Stephanie Hunt			**Phone:**	(512)393-2267
Address:	5458 FM 2770			**City:**	KYLE
State:	TX	**Zip:**	78640-8969	**Fax/Email:**	stephanie.hunt@hayscountytx.gov

Make	Model	Serial Number
	MP2555SP	C290R600656 / C85213090

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option
This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.).Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By:**X** _____	By: _____
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name : _____	Printed Name : _____
Title: _____ Date: _____	Title: _____ Date: _____

RICOH

ORDER AGREEMENT

Order Agreement: TS Only

Ricoh USA, Inc
300 Eagleview Blvd.
Exton, PA 19341

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

Customer Legal Name:	HAYS, COUNTY OF
Address Line 1:	712 S STAGECOACH TRL STE 1071
Address Line 2:	
City:	SAN MARCOS
State / Zip:	TX / 78666
Contact Name:	STEPHANIE HUNT
Phone:	512-393-2267
Email	Stephanie.hunt@hayscountytx.gov
Fax:	

SERVICE (TS) BILL TO INFORMATION

Customer Legal Name:	HAYS, COUNTY OF
Address Line 1:	712 S STAGECOACH TRL STE 1071
Address Line 2:	
City:	SAN MARCOS
State / Zip:	TX 78666

CHECK ALL THAT APPLY:

PO Included PO#		TS PO# (if applicable)
Sales Tax Exempt (Attach Valid Exemption Certificate)	x	PS Service (Subject to and governed by additional Terms and Conditions)
Fixed Rate Service Term		IT Service (Subject to and governed by additional Terms and Conditions)
Add to Existing Service Contract #:		

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	Monthly	Quarterly	Bronze

Guaranteed Group or Blended Total Allowance *Insert {Overage Bill Freq*		Group or Blended Overages		Service Base *{{Base Bill Freq}}*
B/W	-	B/W	-	$48.00
Color	-	Color	-	

PRODUCT & SHIP TO INFORMATION

Product Description	Qty	Service Level	11 x 17	Total B/W Allowance / Total Color Allowance	B/W Ovg / Color Ovg *Insert Overage Bill Freq*	Service Base *Insert Base Bill Freq*	Sell Price	Extended Sell Price	Address / Contact Info
RICOH MPW 6700	1	Bronze		675 BW QUARTERLY	$0.0504 QUARTERLY	$48 MONTHLY			HAYS COUNTY CLERK 712 S STAGECOACH TRL, SAN MARCOS,78666

ORDER TOTALS

Service Type Offerings:		
Gold: Includes all supplies and staples. Excludes paper.	**Product Total:**	
Silver: Includes all supplies. Excludes paper and staples.	**BASIC CONNECTIVITY / PS / IT Services:**	
Bronze: Parts and labor only. Excludes paper, staples, and supplies.	**Buyout After Promotions:**	
	Grand Total (Excludes Tax):	
Additional Provisions: Insert additional provisions here		

Existing Asset: MPW6700 C85215120 G520Y800013

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER

By: _____
Authorized Signer Signature

Printed Name: _____

Title: _____ Date: _____

Accepted by: RICOH USA, INC.

By: _____
Authorized Signer Signature

Printed Name: _____

Title: _____ Date: _____

Terms applicable to Ricoh Smart Integration transactions only:

Ricoh Smart Integration Service. To the extent selected on the Order, Ricoh agrees to provide Customer with access to Ricoh Smart Integration Service for the products listed under the "Devices Enabled with RSI" table in the Order (the "RSI Products"). Ricoh Smart Integration Service is designed to provide advanced document routing and distribution (the "Hosted Service"). The Hosted Service may not be accessed by Customer or Customer's users other than on the RSI Products. For the duration of the Subscription Term, Customer shall be entitled to access and use the Hosted Service over the Internet for internal business purposes only. Ricoh hereby grants to Customer and Customer's authorized users a time-limited, non-exclusive, non-assignable, non-sub licensable, non-transferable license to access and use the Hosted Service remotely over the Internet in accordance with the agreement found at https://contract.na.smart-integration.ricoh.com/html/termsOfServices.html. Customer must agree to these terms before Customer or Customer's authorized users access or use the Hosted Service for the first time. The Hosted Service is licensed for use on a time-limited subscription basis (the "Subscription Term") as set forth on the Order. THIS SUBSCRIPTION TERM AND RELATED FEES ARE UNCONDITIONAL AND NON-CANCELABLE. The initial Subscription Term shall commence on the date the Order is signed. Upon expiration of the initial Subscription Term, unless either party provides the other with written notice of its intent not to renew at least thirty (30) days prior to the end of such Subscription Term, the Subscription Term will automatically renew on an annual basis. Fees for the Hosted Service, upon expiration of the initial complementary twelve (12) month term, will be $120.00 plus any charges for new or additional use, modules, features or extensions of the Subscription Term that may be requested in previous and or subsequent purchase orders. If Customer does not pay all fees promptly when due, or otherwise defaults under any other obligation under these terms, the Agreement or applicable license or terms of use, following ten (10) days written notice to Customer, Ricoh may in addition to its other remedies: (a) suspend access to the Hosted Service; or (b) cancel these terms and terminate the Hosted Service. No refund or credit will be given for any early termination of these terms.

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. **Services**. (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls**. Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall

comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination**. This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges**. (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings**. (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content**. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars ($25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services**. Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations**. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance**. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification**. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance**. An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss**. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products**. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty**. Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes**. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default**. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors**. Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure**. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs**. Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures**. Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

AGENDA ITEM REQUEST FORM: K. 13.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Jeff McGill

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to approve the execution of a contract regarding the migration of the Tyler Technologies Enterprise Courts and Justice system (Odyssey) to Tyler's cloud-hosted Software as a Service (SaaS) platform.
BECERRA/MCGILL

Summary:

The Tyler Technologies Enterprise Courts and Justice system currently operates on County-managed on-premises servers maintained by the Information Technology Department. Tyler Technologies offers a cloud-hosted Software as a Service (SaaS) platform for this system that provides vendor-managed infrastructure, maintenance, and disaster recovery.

Fiscal Impact:

Amount Requested: $254,218 (FY26)
Line Item Number: 001-680-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Contracted amounts for future fiscal years will be budgeted during the annual budget process.
$254,218 Increase Software Maintenance and Licensing 001-680-00-5429
($254,218) Decrease Misc Capital Improvements 001-645-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Sourcewell Contract 060624-TTI

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Tyler Technologies - SaaS Agreement

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to certain previously executed license and services and maintenance and support agreements for the software products set forth in the Investment Summary (the "Original Agreements");

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreements and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreements with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 2795.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract").

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Enterprise Justice and Civil Process software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a

written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment

Summary.

- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreements. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreements will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.

2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

3. Ownership.
   3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

4. Data.
   4.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   4.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   4.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at

https://www.tylertech.com/privacy) and applicable law.

4.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

5. Restrictions.

5.1. You may not:

5.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;

5.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;

5.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or

5.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

7. SaaS Services.

7.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

7.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

7.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization

Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

7.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Exhibit B.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with

industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation,

quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1. We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2. We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3. For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4. You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5. Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6. Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party

Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement. This Agreement will continue pursuant to Tyler Technologies' procurement under the Sourcewell cooperative purchasing program, provided that Sourcewell awards a new contract to Tyler Technologies on or before October 25, 2028. In the event Tyler Technologies is not awarded a new contract on or before October 25, 2028, from Sourcewell or another cooperative purchasing program that can be utilized, then the parties shall continue to operate under this Agreement pursuant to Texas Local Government Code 262.024(a)(4) under the same terms and conditions.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.

2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).

2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.

1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;

1.3.2. modify it to make it non-infringing; or

1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement.

We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
      2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
   2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. Non-binding mediation shall take place in Hays County or Travis County, Texas, or such other location mutually agreed to by the parties.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility

of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The

consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law. Exclusive venue is in the state courts of competent jurisdiction of Hays County, Texas or the Western District of Texas, Austin Division.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, available at https://www.tylertech.com/terms/cybersecurity-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms
Exhibit E	Managed Services Terms and Conditions
Exhibit F	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Hays County, Texas

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Hays County, Texas
_____
_____
Attention: _____

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees			
Civil Process SaaS Fees			
	Year 1	**Year 2**	**Year 3**
Annual Saas Fees	$65,500	$68,775	$72,217
SaaS Software			**SaaS Fees**
Civil Process All Modules:			
CivilServe (Office access with COVID-19 Response Configuration)			Included
CivilView (Attorney Portal)			Included
SalesWeb (Sales Portal)			Included
CivilMobile (Mobile Access)			Included
CivilQuery (Cross Agency Lookup)			Included
	Total Annual SaaS Fees (Year 1)		**$65,500**
Professional Services			
One-Time SaaS Migration Services			**Annual Fee**
Professional Services			$15,000

Note: The $15,000 SaaS Migration Services are a separate one-time charge. It is not included in the Annual SaaS Fee for Civil Process. Parallels will be used to stream the application in the Cloud. This is the alternative to a physical VPN Appliance.

Software Fees

Enterprise Justice SaaS Fees

	Year 1	Year 2	Year 3
Annual Saas Fees	$920,238	$966,250	$1,014,563
Notifications	$15,000	$15,000	$15,000
Migration Incentive	($88,024)	($46,213)	$0
Net Annual SaaS Fees:	$847,214	$935,037	$1,029,563

SaaS Software	SaaS Fees
All Modules:	
Enterprise Case Manager (All Case Types)	Included
Enterprise Financial Manager	Included
Content Management Bundle (Document Management Bundle)	Included
eSignatures	Included
Session Sync	Included
OCR Level 3	Included
Judge Edition-10 Users	Included
Case Manager Integration Toolkit	Included
Enterprise Attorney Manager - Prosecutor	Included
Check Manager	Included
Enterprise Jail Manager	Included
Jail Manager Integration Toolkit	Included
Mugshots	Included
LiveScan Interface	Included
Jail Data Export - Enterprise	Included
NorthPointe	Included
Corrections Record Search	Included
VINES (Sylogist)	Included
Enterprise Custom Reports (ECR)	Included
Managed Detection and Response (Free 4 week trial)	Included
Total Annual SaaS Fees (Year 1)	$920,238

SaaS Migration Services

Annual Recurring Professional Services	Annual Fee
CSC Managed Services Program (Includes 300 hours Annually)	Included

CSC Managed Services Program for $55,000 reserved for the first year for SaaS Migration.

Notes:

- Includes up to 20 TBs of data storage for the term of the contract.
- Included sites - Production and two non-production environments.
- CSC - Annual Recurring Managed Services for the first year reserved for the Enterprise Justice SaaS Migration.
- Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing technologies. As part of this project, AWS is providing a one-time sponsorship credit of $29,967. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler.

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreements.

2. Credit for Maintenance and Support Fees. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreements as of the commencement of the initial term as set forth in Section E(1) of this Agreement.

3. Tyler Services.
   3.1. *Enterprise Justice Migration Professional Services*. Fees for implementation and other professional services are included with the Year 1 Client Solutions Consulting Managed Services, which are included with the SaaS Fees.

   3.2. *Client Solutions Consulting ("CSC") Services*. The CSC services shall have an annual term that runs concurrently with the SaaS Term, unless earlier terminated in accordance with the terms of the Agreement. Your annual CSC fees are included in, and will be invoiced with, your annual SaaS Fees. CSC services are subject to the terms set forth in Exhibit E.

   3.3. *Managed Detection and Response ("MDR") Services.* Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the MDR Services and continues for a period of four (4) weeks (the "Trial Period"). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(22) of this Agreement.

   3.4. *Civil Process Professional Services.* Fees for implementation and other professional services shall be invoiced upon completion.

4. Hardware & Third-Party Products.
   4.1. *Hardware*. Hardware costs, if any, are invoiced upon delivery.
   4.2. *Hardware Maintenance*. The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   4.3. *Third-Party Services*. Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
   4.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
   4.5. *Third Party Software Maintenance*. The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   4.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court
- Defendant Access

Exhibit E
Managed Services Terms and Conditions

Client Solutions Consulting (CSC)				**Start Date:**	Concurrent with SaaS Term
Term:	Annual				
Units:	1	**CSC Hours:**	300	**CSC Fees:**	Included in SaaS Fees

CLIENT SOLUTIONS CONSULTING (CSC) ACTIVITIES:

New Feature Implementation

- Assist local SMEs with configuration and testing of new features in a test realm
- Assist local SMEs with movement of configuration from a test realm into production realm
- Assist local SMEs with documentation of requirement-gaps that require new Tyler development requests

Configuration Assistance

- Assist local SMEs with configuration of existing features
- Provide guidance on maintenance of configuration during legislative changes
- Assist with modification of configuration in a test realm to enable testing of potential process changes
- Approve and assist the promotion of configurations to Production Environment(s) after change management approval

Training

- Provide remote training on existing configured features to end-users and trainers
- Provide remote training on, or supplement primary trainer, for new feature implementation not requiring a professional services agreement
- Assist with management of the Tyler University accounts of end-users, such as registration and assignment of courses

Release Testing Assistance

- Remotely host testing sessions to guide SMEs through regression testing activities
- Collect test results for executive presentation of readiness
- Assist local SMEs to file tickets on issues found during regression testing

Issue Management and Resolution

- Provide initial support for usage and end-user training questions e.g. “How-to” support to prevent need for a support ticket
- Assist local SMEs with configuration change recommendations identified as best-practice as a result of a support ticket

CSC PROGRAM DETAILS

- Client Solutions Consulting (CSC) responsibilities are limited to the Purchaser's Test and Production Environments, which are defined as being the software configuration of Hardware/Software and Operating System that interfaces with one or more eligible licensed Tyler Odyssey Software products. CSC will not provide configuration assistance for Tyler eSolutions applications or non-Tyler software.

- Each CSC unit includes up to 300 hours annually. In order to make best usage of CSC resources, Purchaser agrees to plan with Tyler's CS Manager the CSC's usage of up to 25% of the total number of utilization hours quarterly on a rolling, forward looking basis. For example, a quarter's activities can be structured around a major initiative and be grouped as a single engagement utilizing all allotted hours of that quarter. Similarly, a quarter could be designated as an "as needed" quarter, with remote assistance spread across the quarter. Each quarter's usage model must be defined by the end of the first month of the previous quarter. Requests to change a quarter's usage model must be mutually agreed upon by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on other obligations. Usage above the allotted hours per quarter must be arranged ahead of time and must be mutually agreed by Purchaser and Tyler's CS Manager, and such requests may not be able to be accommodated, based on other obligations.

- Current plan, year to date and future utilization will be reviewed quarterly with Purchaser and Tyler CSC staff, Account Manager, and Client Executive.

- CSC services must be consumed during the current annual term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent term.

- CSC Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, the CSC shall make one visit per quarter to the Purchaser's location. One trip shall have the duration of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if the CSC is requested to be present at the Purchaser's location over and above the aforementioned trips.

Exhibit F
Statement of Work

Statement of Work

"Hays County"

"Client"

SaaS Migration

Tyler Technologies, Courts & Justice Division
5101 Tennyson Parkway
Plano, Texas 75024
(972)713-3770 phone

"Tyler"

Hays County– Enterprise Justice Implementation

Statement of Work (SOW)

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1. Introduction

Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

1. Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 ("Tyler SaaS Migration and Upgrade Schedule"), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client's readiness and acceptance process.

Products and Services Included: The following products and services are governed by this Statement of Work:

Table 1 - Licensed Products and In Scope Services

Licensed Products
• N/A – No software products will be installed or delivered. This is a migration activity only.
Services Summary

• Project Management – Project Duration
  ○ Scope and contract verification
  ○ Maintain project schedule
  ○ Schedule tasks and activities for Tyler staff
  ○ Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources
  ○ Status reporting
  ○ Testing plan assistance
  ○ Go-Live Planning Assistance
• On-Premise to SaaS Migration Technical and Consulting Services
  ○ Build two (2) non-production and one (1) production SaaS environments per SaaS agreement
  ○ Migrate (copy) Data to SaaS Test and SaaS Production environments
  ○ Migrate (Copy) Data to SaaS Stage environment if applicable
  ○ Migrate (copy) Images to SaaS Production environment
  ○ Enterprise Justice SaaS environment and Enterprise Justice configuration verification
  ○ Enterprise Custom Reports validation
  ○ Solution Validation Assistance – Client completes the activity, Tyler assists
  ○ Go-Live Support

Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move existing their Enterprise Justice installation (Data and Images) to a Tyler hosted SaaS environment.

The SOW will detail the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

2. Definitions

The following terms and definitions shall be used through this Statement of Work.

1. Authorization Order means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. Business Process means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps that do not use the legacy system, or a combination of both.
3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.

4. Data has the same meaning herein as it does in the Agreement.
5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.
14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.
19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its

Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.

21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client's communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client's on-premise environment to Tyler's SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client's functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client's non-functional team members that are technical in nature that are responsible for managing the Client's current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

4. Project Approach

The tasks and activities required to deliver the two phases of this project are outlined below.

Project Assumptions

- Project is anticipated to take up to four months to complete.
- Tyler will schedule tasks and activities to complete as soon as possible.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler's project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment and must maintain both a primary and secondary internet connection through Client's chosen Internet Service Providers.
- Client is responsible for setting up any and all Enterprise Justice user accounts.

Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler's project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

Project Management Highlights		
Activities & Services	❖ Conducting, Coordinating, or Assisting with the Project Kick-off (Phone call or remote meeting) ❖ Create and update the project schedule ❖ Ensure project is within scope ❖ Create change orders for new scope as needed ❖ Track the project budget ❖ Assist in scheduling project activities ❖ With assistance and input from the Client project manager, track, manage, and update issues and risks ❖ With assistance and input from Client project manager, create the go-live transition schedule	
Objectives	❖ Manage project scope ❖ Track issues and risks ❖ Deliver the project on time, on budget, and within scope ❖ Assist the Client project manager as needed	
Participants	**Tyler**	**Client**
	❖ Project Manager	❖ Project Manager

Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client's Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current

Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice Online environments at Tyler's hosted data center for a SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

Assumptions

- Task is scheduled at least two weeks in advance.

Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

Deliverables

Deliverable	Description
1.2.1 Build SaaS Environment – Production	Tyler establishes a Production environment per the SaaS agreement
1.2.2 Build SaaS Environment - Test	Tyler establishes a Test environment per the SaaS agreement
1.2.2 Build SaaS Environment – Stage Environment	Tyler establishes a Stage environment per the SaaS agreement

Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production

During this task Tyler will migrate the Data from the Client's on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test of the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current Stage environment Data to the SaaS Stage environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

Assumptions

- None

Client Involvement

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

Deliverables

Deliverable	Description
1.3.1 Migrate to SaaS Production for Testing	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

ECR Validation Assistance

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc.) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

Integration Validation Assistance

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

Testing and Validation Assistance

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, of each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the contract.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client's testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

Assumptions

- Pre-production SaaS migration has been completed.
- All internal or 3rd party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

Deliverables

Deliverable	Description
1.4.1 Org Chart Verification	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
1.4.2 ECR Validation	Tyler updates ECR configuration to reflect the SaaS environment.
1.4.3 Testing Assistance Complete	Tyler assists client with process testing and site verification. Client is responsible for testing.

Task 1.5 – Go-Live – Production Migration

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client's project manager will assist Tyler's project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that

once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data that is entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a go-no-go decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client's on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, BytseVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide Go-Live Support until the implementation has been accepted as provided in the Agreement, or, if Client rejects the implementation as provided in the Agreement, until Tyler has successfully reverted Client back to its current on-premise Enterprise Justice environment. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

Assumptions

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance and cutover will take place during normal business hours.
- The Client's on-premise Enterprise Justice environment will remain at the current installed version until the SaaS migration is completed, after which Tyler will perform the revision upgrade for the Client to the current Enterprise Justice version if one is available.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will modify the Enterprise Justice Assistant/Navigator to point to the correct environment; Tyler will supply the connection information.

- Tyler's project manager is responsible for building the go-live plan with assistance from Client's project manager.

Deliverables

Deliverable	Description
1.5.1 Go-Live Data Migration	Tyler migrates the on-premise Data to the SaaS Production environment
1.5.2 Go-Live Image Migration	Tyler migrates the on-premise Images to the SaaS Production environment
1.5.3 Go-Live: First Record Created in SaaS Environment	Client creates a new record or saves Data to an existing record in the SaaS Production environment.

Task 1.6 - Transition to Support & Project Closeout

This task will occur only if the implementation is accepted as provided in the Agreement.

This task represents project completion and will signal the conclusion of implementation activities. In this final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

Assumptions

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

Client Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
1.6.1 Project Closeout Report	Report that indicates all deliverables have been completed and the project is closed.

Project Complete

SaaS environment, the implementation has been accepted as provided in the Agreement, and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.

AGENDA ITEM REQUEST FORM: K. 14.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Flocke

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a proposal between Hays County and ICF for golden-cheeked warbler habitat occupancy surveys and reporting services not to exceed $76,697.00 on Hays County Habitat Preserves. **HAMMER/FLOCKE**

Summary:

In order to comply with the Hays County Regional Habitat Conservation Plan as approved by Hays County and the US Fish and Wildlife Service, a habitat occupancy survey must be conducted by a permitted biologist prior to new preserve establishment, and every five years on established preserves. Blanton & Associates, Inc., an ICF company (ICF), has provided a quote of $76,697.00 for services to include: habitat occupancy survey and habitat occupancy survey reporting on 2,379 acres of preserve lan including La Cima I, La Cima II, Wildenthal Tract, and Sentinel Peak. A habitat occupancy survey was conducted on La Cima I in 2016, and no survey has been conducted on La Cima II, Wildenthal, or Sentinel Peak.

Fiscal Impact:

Amount Requested: $76,697
Line Item Number: 151-756-00.5448

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Obtained 4 quotes

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

ICF Quote
Plateau Quote
SWCA Quote
Zara Quote

March 12, 2026

Caylie Houchin
Hays County
Natural Resources Coordinator
Parks & Natural Resources | Hays County
1699 Mt. Sharp Rd
Wimberley, TX 78676

Subject: Proposal to conduct Golden-cheeked Warbler Habitat Occupancy Surveys on preserves enrolled in the Hays County Regional Habitat Conservation Plan

Dear Ms. Houchin:

Blanton & Associates, Inc., an ICF company (ICF), is pleased to present this proposal to Hays County for Golden-cheeked Warbler (*Setophaga chrysoparia*, GCWA) Habitat Occupancy Surveys for four preserves enrolled in the Hays County Regional Habitat Conservation Plan (HCRHCP) located in Hays and Comal Counties, Texas. The surveys would be conducted at the La Cima 1, La Cima 2, Wildenthal, and Sentinel Peak Preserves. The following describes ICF's proposed scope of work and cost estimate.

Task 1: Golden-cheeked Warbler Habitat Occupancy Surveys

ICF will conduct GCWA Habitat Occupancy Surveys at four preserves enrolled in the HCRHCP: the La Cima 1, La Cima 2, Wildenthal, and Sentinel Peak Preserves. The surveys will include up to five field visits, landowner coordination (if necessary), and analysis by a qualified environmental professional. The area to be studied, typically referred to as the "Study Area," is defined as the four preserves and includes approximately 2,379 acres located in Hays and Comal Counties, Texas.

Habitat Occupancy Surveys will follow the methods described in the HCRHCP. Surveys will occur between March 15 and May 15 and will begin 30 minutes before sunrise and end no later than eight hours after sunrise. Surveys will include all areas of potential GCWA habitat within a preserve parcel, including areas of potentially low quality or transitional habitat. At least ten survey stations per 100 acres of potential habitat will be established, with each station positioned within potential habitat for the survey species and at least 200 meters apart. Survey stations will be arranged in a regular grid and positioned no closer than 100 meters of a preserve parcel edge, to the extent practicable given the size and shape of the particular survey area. The locations of all survey stations will be recorded in the field with GPS receivers capable of at least three-meter accuracy.

This proposal includes data that shall not be disclosed outside the Recipient and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in conjunction with—the submission of these data, the Recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Recipient's right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in this volume and its appendices and attachments.

Each survey station will be visited up to five times during the survey season or until presence of the survey species is established during that year. There will be at least 24 hours between visits to a station and all visits to a station will be completed within 30 days of the first visit. Surveys at each station will last up to five minutes per visit or until presence of the survey species is established during that visit. Surveyors will denote presence or absence of the survey species at each survey station for each visit to that station. Once presence has been established at a survey station, additional visits to that station are not needed. Presence at a survey station will be established with a visual or auditory observation of the survey species from that station, regardless of the sex, age, territorial behavior, precise location of the individual bird, or number of individuals of that species observed at that station.

Following the field surveys, ICF will prepare Habitat Occupancy Survey Reports describing the methods and results of the surveys.

Task 2: Habitat Occupancy Survey Reports

ICF will analyze presence/absence survey data with occupancy modeling software, such as the PRESENCE software program developed by Darryl MacKenzie of Proteus Research & Consulting Ltd. under contract to the U.S. Geological Survey, to estimate occupancy and detection probabilities (with standard errors) for the survey species. A report will be prepared for each survey documenting the results of the survey and indicating areas of presence or non-presence of the survey species. Reports will include the following information:

a. A description of the survey area, including parcel name, location, ownership, total size, acres of potential GCWA habitat (i.e., the size of the survey area), and a general description of habitat conditions;

b. Conditions for each survey visit, including date, surveyor name, starting/ending times of survey visits, total survey time, and starting and ending weather conditions (i.e., temperature, wind speed and direction, cloud cover, and precipitation);

c. A matrix of detections for the survey species. Detection matrices will identify survey stations in rows and survey visits in columns, with a notation of absence, presence, or no visit for each cell in the matrix;

d. A summary of survey results, including estimates (with standard errors) of GCWA occupancy and detection probabilities. Methods or statistical models used to derive occupancy and detection probabilities will be identified and described;

e. A map showing the location of the parcel, the extent of potential habitat within the parcel, and the location of survey stations classified by occupancy status; and

f. Digital copies of the survey report and the GIS database of survey results (including survey stations classified by occupancy status, parcel boundaries, and areas of potential habitat). All GIS data will be submitted in Texas State Plane Coordinates (South Central Zone), NAD83 datum, and map units of feet.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

This scope of services does not include consultations with the U.S. Fish and Wildlife Service or Texas Parks and Wildlife Department.

Cost and Schedule

The maximum estimated cost to conduct the above scope of services is **$76,697.00** to be billed on a time and materials basis in accordance with ICF's Standard Rate Schedule (**Attachment A**).

Task	Cost
Task 1: Habitat Occupancy Surveys	$50,697.00
Task 2: Habitat Occupancy Survey Reports	$26,000.00
Total	**$76,697.00**

The Draft Habitat Occupancy Reports will be completed within 45 days from each survey, following receipt of a signed Statement of Work from Hays County. The Final Habitat Occupancy Reports will be provided to Hays County within five business days of receiving comments on the reports.

This Proposal is valid for 90 days, after which time ICF reserves the right to change its contents or extend the validity date, as needed. If this proposal is acceptable, please return a Statement of Work to my attention. For any questions regarding this Proposal, please feel free to contact Crystal Wood, Contracts Administrator, who may be reached via email at crystal.wood@icf.com; or for any technical inquiries, Nick Wallisch, Senior Project Manager, who may be reached via email at nick.wallisch@icf.com.

Sincerely,

Crystal Wood

Crystal Wood
Contracts Administrator
ICF

Nick Wallisch
Senior Project Manager
ICF

Attached:

Attachment A: 2026 Rate Schedule

Attachment A

2026 Rate Schedule

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

FEE SCHEDULE*

Effective January 1, 2026

Labor Classification	Per Hour
Senior Project Director	$350
Project Director	$295
Technical Director	$265
Senior Technical Analyst	$250
Managing Consultant	$235
Senior Consultant III	$220
Senior Consultant II	$200
Senior Consultant I	$180
Consultant II	$170
Consultant I	$160
Associate Consultant II	$150
Associate Consultant I	$135
Assistant Consultant	$125
Environmental Technician II	$135
Environmental Technician I	$115
Administrative Technician	$95
Technician	$85
Other Direct Expenses	
Copy Center Services: - Color printing (8.5" x 11"—11" x 17") - Black & White printing (8.5" x 11"—11" x 17")	 $0.16 to $0.32/page $0.08 to $0.16/page
Automobile mileage at current IRS rate	$0.725/mile
GPS Units	$100.00/day
ATVs - Short-term projects (1-3 consecutive days) - Long-term projects (4+ consecutive days)	 $250.00/day $200.00/day
All direct expenses, inclusive of subcontractor costs, are invoiced at actual cost.	
Per diem is charged at $68/day. All other travel costs (e.g., lodging, airfare, rental vehicles, and fuel) are invoiced at actual cost. Company equipment will be billed at a daily or monthly charge based on equipment used.	

*Blanton & Associates, Inc.

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Golden-cheeked Warbler Presence/Absence Survey Proposal

Conducted in Support of Compliance with the Hays County Regional Habitat Conservation Plan

Prepared by Plateau Land & Wildlife Management, Inc a Texas-based natural resources consulting firm specializing in wildlife surveys, habitat assessment, and regulatory compliance for public and private landowners.

Project Purpose and Regulatory Context

This proposal describes Golden-cheeked Warbler (*Setophaga chrysoparia*) presence/absence surveys conducted in support of compliance with the Hays County Regional Habitat Conservation Plan (RHCP). Survey results are intended to support RHCP determinations regarding habitat occupancy and to provide documentation suitable for review by Hays County and the U.S. Fish and Wildlife Service (USFWS).

All surveys will be conducted in accordance with current USFWS Golden-cheeked Warbler presence/absence survey requirements, as incorporated by reference in the RHCP. Survey effort and pricing are based on the maximum survey effort required under USFWS Golden-cheeked Warbler presence/absence protocols and the RHCP requirements. In accordance with protocol in the RHCP, survey effort may be reduced at individual survey points where Golden-cheeked Warblers are detected prior to the fifth survey effort.

Survey Methods

Survey areas will be limited to delineated Golden-cheeked Warbler habitat shapefiles provided by the client. Habitat delineations will be used as provided and will not be independently reviewed or revised as part of this scope of work.

Surveys will be conducted during the USFWS-approved breeding season window and during appropriate daily survey periods. Surveys will consist of fixed-point count surveys only. Walking transects or roaming surveys will not be conducted. No playback calls will be utilized.

Survey points will be established in accordance with the Hays County Regional Habitat Conservation Plan and associated USFWS guidance. Survey points will be systematically distributed throughout delineated Golden-cheeked Warbler habitat to ensure complete auditory coverage. To the extent practicable based on habitat configuration and parcel size, survey points will be located a minimum of 100 meters from the habitat boundary and spaced a minimum of 200 meters apart from other survey points. At each point, observers will conduct standardized listening surveys consistent with USFWS Golden-cheeked

Warbler presence/absence protocols. Surveys at each station will last up to 5 minutes per visit or until presence of the target species is established.

Presence/absence determinations will be made on a point-specific basis. In accordance with USFWS protocol described in the RHCP, once a Golden-cheeked Warbler is detected at a designated survey point, that point will be classified as occupied and will not require additional survey visits. Repeat survey visits will be conducted only for points where Golden-cheeked Warblers are not detected during earlier visits, up to a maximum of 5 visits.

Survey Personnel

All surveys will be conducted by qualified biologists experienced in Golden-cheeked Warbler identification, survey methods, and habitat use. Surveys will be conducted under the supervision of a biologist holding a valid USFWS Section 10(a)(1)(A) scientific permit authorizing Golden-cheeked Warbler survey activities.

Deliverables

- Field survey documentation and detection records
- GIS-based maps depicting survey point locations and detection results
- A written Golden-cheeked Warbler presence/absence survey report summarizing methods, effort, results, and conclusions
- Documentation suitable for submission to Hays County and USFWS as required under the RHCP

Schedule

Surveys will be conducted within the USFWS-approved breeding season window. Survey visits for each property will be spaced a minimum of five (5) days apart and will be completed within thirty (30) days of the first survey effort for that property, consistent with RHCP's guidelines.

Survey scheduling is dependent on-site access, weather conditions, and breeding season timing.

Cost Summary

Pricing is based on the estimated survey effort required to meet USFWS and RHCP requirements. Costs include field surveys, mapping, reporting, project coordination, quality assurance and quality control, and administrative support. In accordance with protocol, survey effort may be reduced at individual survey points where Golden-cheeked Warblers are detected prior to the fifth survey effort.

Mileage is billed as a direct pass-through expense. A detailed cost breakdown by property is provided on the next page. A deposit of 25% of the estimated total will be invoiced upon execution, with the remainder billed on actual time upon delivery of the reports.

Cost Summary – Golden-cheeked Warbler Presence/Absence Surveys

Prepared by Plateau Land & Wildlife Management in support of compliance with the Hays County Regional Habitat Conservation Plan.

Estimated costs are based on protocol-compliant survey effort and represent the maximum anticipated survey effort of five (5) days per station at all established stations. Actual effort and cost may be reduced if Golden-cheeked Warblers are detected early, consistent with USFWS and HCP survey protocols.

Property	GCWA Acres	Field Hours	Drive Hours	Report Hours	Mapping Hours	Total Hours	Approx. Mileage (mi)	Admin Fee	Total Estimated Cost ($)
Wildenthal	77	15	10	24	8	57	340	10%	$7,795.15
Sentinel Peak	472	96	30	24	8	158	810	10%	$21,534.98
La Cima	1620	336	110	24	24	494	1765	10%	$66,593.35
Total	2169	450	150	72	40	712	2915	10%	$95,923.47

Mileage is billed as a direct pass-through expense at the applicable federal mileage reimbursement rate and does not include markup.

_____
Plateau Land & Wildlife Management, Inc.

_____
Print Name

_____
Date

_____
Hays County

_____
Print Name

_____
Date

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

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February 27, 2026 SWCA Tracking ID: P104051-000-AUS

Caylie Houchin
Natural Resources Coordinator
Parks and Natural Resources | Hays County
1699 Mt. Sharp Rd
Wimberley, Texas 78676

By email to: caylie.houchin@hayscountytx.gov

Re: Golden-cheeked Warbler Habitat Occupancy Surveys in Hays County, Texas

Dear Ms. Houchin,

SWCA Environmental Consultants (SWCA) is pleased to submit this proposal to assist Hays County with golden-cheeked warbler habitat occupancy surveys in Hays County, Texas. The surveys would take place on four parcels, three in San Marcos, Texas and one in Fisher, Texas.

We are prepared to begin work upon receipt of a signed contract. For your convenience, an email copy of the signed contract will be accepted as notice to proceed. If you require further information or clarification on elements of our scope of services, please feel free to contact me at 512-476-0891 or via email at mmcmillan@swca.com.

Sincerely,

Matthew McMillan
Natural Resources Director – Austin

Attachment: Scope of Services and Cost Estimate

SCOPE OF SERVICES

As requested by Hays County, SWCA Environmental Consultants (SWCA) will conduct presence/absence surveys for the federally endangered golden-cheeked warbler (*Setophaga chrysoparia*) on four tracts in Hays County, Texas. The survey will be conducted in accordance with United States Fish and Wildlife Service (USFWS) survey protocols for the golden-cheeked warbler. These protocols are described below. Hays County is responsible for obtaining permission to enter the property as required to perform field surveys.

The survey season for the golden-cheeked warbler is from March 15th through June 1st, however per the Hays County Regional Habitat Conservation Plan and client communication, surveys will be conducted from March 15th through May 15th. Survey times must start no earlier than 30 minutes before sunrise. Surveys must be completed within 7 hours of sunrise. Surveys should consist of a minimum of 5 visits with no more than 1 visit within any 5-day period. Total survey time should be a minimum of 1 hour per 25 acres of potential habitat per visit. The level of effort proposed for the surveys meet USFWS presence/absence survey protocols for one year.

SWCA will conduct this survey under our Federal Fish and Wildlife Permit #ES800611-5. Following completion of the surveys, SWCA will prepare a report summarizing survey results and providing maps depicting the locations of golden-cheeked warblers, if any, in the survey area. Please note, as part of SWCA endangered species survey permit requirements, we are required to report bird survey results to the USFWS annually.

Each task below entails the required five presence/absence surveys and corresponding survey report summarizing the survey findings.

TASK 1: LA CIMA TRACT

The La Cima Tract covers approximately 601 acres and is located near San Marcos, Texas. This survey would require approximately 24 survey hours per survey round for a total of approximately 120 hours.

TASK 2: LA CIMA 2 TRACT

The La Cima 2 Tract covers approximately 584 acres and is located near San Marcos, Texas. This survey would require approximately 24 survey hours per survey round for a total of approximately 120 hours.

TASK 3: WILDENTHAL TRACT

The Wildenthal tract covers approximately 77 acres and is located near San Marcos, Texas. This survey would require approximately 3 survey hours per survey round for a total of approximately 15 hours.

TASK 4: SENTINEL TRACT

The Sentinel Tract covers approximately 450 acres and is located near Fischer, Texas. This survey would require 18 survey hours per survey round for a total of approximately 90 hours.

DELIVERABLES

Based on communication with Hays County, SWCA assumes two draft reports will be produced. The survey results from La Cima, La Cima 2, and Wildenthal Tracts will be combined in to one report, and the results from the Sentinel Tract will be summarized in the second report. Digital draft reports in Microsoft Word format will be submitted for review and approval by July 17th. SWCA will respond to one round of comments from Hays County and provide final digital (PDF) reports within 2 weeks of receiving comments. SWCA will provide a KMZ and shapefiles for all the collected data.

COST ESTIMATE AND ASSUMPTIONS

SWCA offers the scope of work described herein and in consideration of the assumptions provided below on a time and materials basis, not to exceed $148,926.00. Table 1 provides a summary of the estimated timelines and estimated costs as described above.

Table 1. Summary Cost Estimate for Golden-cheeked Warbler Habitat Occupancy Surveys in Hays County, Texas Project.

TASK	DESCRIPTION	COST
Task 1	La Cima Tract	$45,890.00
Task 2	La Cima 2 Tract	$45,170.00
Task 3	Wildenthal Tract	$14,685.00
Task 4	Sentinel Tract	$43,181.00
	TOTAL	**$148,926.00**

ASSUMPTIONS

- SWCA assumes at least two surveyors per survey day to reduce travel time and expenses, should this not be possible, then a change order will be required.
- SWCA assumes the Wildenthal Tract will be surveyed concurrently with the La Cima 2 Tract to reduce travel time and expenses, should this not be possible, then a change order will be required.
- SWCA assumes surveys will not be halted by weather issues by planning surveys on favorable weather days. However, SWCA will halt surveys for safety or if the weather changes and would invalidate the survey results. These weather issues will include rain, lightning, high winds (greater than 12 mph) or if temperatures exceed 80°F. If surveys are halted, this may require a change order.
- SWCA assumes all staff must be covered by our issued USFWS permit.
- SWCA will collect data on a tablet.
- SWCA assumes two draft reports will be produced: 1) La Cima, La Cima 2, and Wildenthal Tracts combined, and 2) Sentinel Tract.
- Draft reports will be provided in electronic (word) format by July 17th.
- Final reports will be completed and in PDF form within 2 weeks of client comments.
- SWCA will provide a KMZ and shapefiles for all the collected data.
- Fieldwork will be conducted between March 15th to May 15th per the Hays County Regional Habitat Conservation Plan.

ZARA ENVIRONMENTAL LLC

2104 Hunter Road
San Marcos, Texas 78666-5101
(512) 291-4555

PROPOSAL FOR GOLDEN-CHEEKED WARBLER HABITAT OCCUPANCY ASSESSMENT FOR HAYS COUNTY RHCP, HAYS COUNTY, TEXAS

Prepared for:

Caylie Houchin
Natural Resources Coordinator
Parks & Natural Resources
Caylie.houchin@hayscountytx.gov

March 6, 2026

Greetings Caylie,

In response to recent correspondence from Hays County (County) regarding Golden-cheeked Warbler (GCWA) survey needs under the Hays County Regional Habitat Conservation Plan (RHCP), Zara Environmental LLC (Zara) is pleased to provide this proposal outlining a structured approach for implementing single-season occupancy surveys and associated habitat modeling across the four RHCP parcels. This proposal presents a flexible, task-based framework designed to produce statistically defensible occupancy estimates, generate high-resolution spatial outputs, and support ongoing RHCP preserve management and long-term conservation objectives.

Project Understanding

The County is preparing to implement GCWA habitat occupancy surveys across four preserves associated with the Hays County RHCP. Two of the San Marcos parcels—La Cima 1 and La Cima 2—are contiguous. The Wildenthal property, also in San Marcos, is located nearby but is not contiguous with the La Cima parcels. The fourth property, Sentinel Peak in Fischer, Texas, is located northwest within Hays County. La Cima 2 and Sentinel Peak are proposed preserves not yet enrolled in the Hays County HCP. Across these properties, recent aerial imagery indicates a mixture of oak–juniper woodland conditions as well as areas where vegetation is more open or sparsely distributed, reflecting typical structural variation within GCWA habitat across this portion of the Edwards Plateau.

Per RHCP requirements, habitat occupancy surveys and associated reporting will follow the methodology outlined in the "Preserve Monitoring and Reporting" section of the 2010 Hays County RHCP[1]. Any supplemental analytical components beyond the baseline RHCP framework are optional and will be implemented only with explicit County approval. The RHCP also specifies that surveyors must hold a USFWS Threatened and Endangered Species permit for GCWA. Zara meets these permitting requirements and has extensive experience conducting ESA-compliant

[1] Hays County. 2010. Hays County Regional Habitat Conservation Plan. Final Plan.

avian surveys, geospatial analysis, data management, and preserve-level reporting across central Texas.

To support the County's request for occupancy estimates during the upcoming breeding season, Zara proposes a structured, repeatable survey design that integrates RHCP methodology with additional analytical approaches (if selected by the County). Repeated surveys at each station generate detection/non-detection histories that allow simultaneous estimation of occupancy and detection probability using likelihood-based models (MacKenzie et al. 2002, 2006)[2,3]. Incorporating habitat and landscape metrics as covariates—such as patch size and woodland composition—is widely supported in the occupancy literature, where habitat amount and landscape structure are frequently used to explain variation in species occupancy across sites (Royle & Nichols 2003; Rhodes et al. 2008)[4,5]. Similar approaches have been applied specifically to GCWA, where patch occupancy was modeled using remotely sensed habitat metrics including patch size and landscape composition (Collier et al. 2012)[6]. These metrics support interpretation of detection patterns across the preserves and provide parcel-level insight relevant to RHCP management.

The County also provided five technical reports containing baseline ecological information for the project vicinity: two 2016 GCWA reports for the Wootan Tract (aci consulting 2016a, 2016b)[7,8], the Sentinel Peak Baseline Documentation Report (Blair Wildlife Consulting 2022a)[9], and two La Cima Preserve baseline reports (SWCA 2018; Blair Wildlife Consulting 2022b)[10,11]. These reports document existing environmental conditions and include mapped GCWA habitat zones, vegetation community classifications, GCWA observation records, hydrologic features, building-envelope delineations, and impervious-cover estimates. The mapped products indicate that associated GIS datasets were developed; however, until access to the underlying spatial data is confirmed, assumptions regarding vegetation structure, habitat quality, and landscape configuration will rely solely on the figures, maps, and classifications published in the provided reports.

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[2] MacKenzie, DI, Nichols, JD, Lachman, GB, Droege S, Royle, JA, and Langtimm, CA. 2002. Estimating site occupancy when detection probabilities are less than one. Ecology, 83: 2248-2255.

[3] MacKenzie, DI, Nichols, JD, Royle, JA, Pollock, KH, Bailey, LL, and Hines JE. 2006. Occupancy Estimation and Modeling. Elsevier. Boston, Massachusetts.

[4] Royle, JA and Nichols JD. 2003. Estimating abundance from repeated presence-absence data or point counts. Ecology. 84: 777-790.

[5] Rhodes, JR, Callaghan, JG, McAlpine, CA, de Jong, C, Bowen, ME, Mitchell, DL, Lunney, D, and Possingham, HP. 2008. Journal of Applied Ecology. 45: 549-57.

[6] Collier, BA, Groce, JE, Morrison, ML, Newnam, JC, Campomizzi, AJ, Farrell, SL, Mathewson, HA, Snelgrove, RT, Carroll, RJ, and Wilkins RN. 2012. Predicting patch occupancy in fragmented landscapes at the rangewide scale for an endangered species: an example of an American warbler. NIH-PS. 18: 158-167

[7] aci consulting. 2016a. Golden-cheeked Warbler Survey for the 516-acre Wootan Tract.

[8] aci consulting. 2016b. Wootan Tract: Golden-cheeked Warbler habitat Review.

[9] Blair Wildlife Consulting. 2022a. Sentinel Peak Preserve Conservation Easement Baseline Report.

[10] SWCA Environmental Consultants. 2018. La Cima Preserve Conservation Easement Baseline Report.

[11] Blair Wildlife Consulting. 2022b. La Cima Preserve Expansion Conservation Easement Baseline Report.

The following survey and analytical framework is designed to generate defensible occupancy estimates and preserve-level summaries that support RHCP compliance, adaptive management, and long-term monitoring. All surveys and reporting will follow the methodology outlined in the Hays County RHCP (2010). Zara will coordinate closely with the County to ensure survey implementation, analysis, and reporting are consistent with the HCP Preserve Monitoring and Reporting framework and preserve enrollment requirements.

Description of Work

Task 1 – Data Collection, Survey Design, and Station Placement

Task 1 consists of compiling available environmental information, preparing preliminary survey maps, conducting reconnaissance, and developing the draft station-selection framework consistent with RHCP methodology. Any optional analytical covariate development is described in Task 3 and will not affect RHCP station spacing, placement, or survey methodology.

Desktop Data Collection

To support defensible survey design, Zara will compile and review all spatial datasets directly applicable to GCWA habitat characterization, survey station planning, and occupancy-model covariate development. These spatial datasets will also support the development of optional detection and occupancy covariates under Task 3 but will not influence RHCP-required station spacing or survey design. Anticipated data sources include:

- High-resolution aerial imagery
- USDA 2022 National Agriculture Imagery Program (NAIP) (4-band) imagery for vegetation condition
- USGS hydrography datasets
- USGS 3DEP LiDAR-derived DEM for terrain metrics
- LiDAR-derived canopy structure layers
- USGS National Land Cover Database (NLCD)
- TPWD Ecological Mapping Systems of Texas (EMST) vegetation classifications
- TPWD Natural Diversity Database (NDD) and USFWS GCWA occurrence records
- LANDFIRE Existing Vegetation Type (EVT) layers
- Client-provided GIS datasets

Consistent with the RHCP, all areas of potential GCWA habitat within each preserve parcel will be included in the station-placement process, including transitional or lower-quality habitat. Stations will not be relocated based on habitat quality, consistent with RHCP requirements that station placement be habitat-agnostic and grid-based.

At least 10 survey stations per 100 acres of potential habitat will be established, with stations spaced a minimum of 200 meters apart. Stations will be arranged in a regular grid and positioned, to the extent practicable, no closer than 100 meters from preserve parcel boundaries.

All station locations will be documented using ArcGIS Field Maps paired with a Trimble GNSS receiver capable of achieving ≤3-meter positional accuracy. The resulting survey-station grid will support the RHCP preserve monitoring program, which evaluates the status and distribution of covered species within preserves and provides information used to guide long-term preserve management.

Preserve acreage and anticipated station needs include:

- La Cima 1: 700.2 acres (SWCA 2016), including 621.51 acres of suitable GCWA habitat; approximately 70 stations were used in 2016
- La Cima 2: 1,068.45 acres (BWC 2022), including 904.5 acres of suitable and occupied GCWA habitat; approximately 91 stations anticipated
- Wildenthal: ~80 acres, predominantly habitat; at least 8 stations anticipated
- Sentinel Peak: approximately 550 acres, including 449.92 acres of suitable and occupied GCWA habitat (BWC 2022); approximately 45 stations anticipated

Field reconnaissance will be conducted to verify access conditions, confirm mapped habitat boundaries, and install survey stations. Recon activities will include navigating to each proposed station, flagging or marking the location within potential GCWA habitat, adjusting placement only as necessary to maintain RHCP-required spacing, preserve accessibility, or ensure stations occur within mapped potential habitat, and recording final coordinates and brief habitat notes using Field Maps. Based on an estimated 214 stations across all preserves, station installation is anticipated to require approximately 4–6 field days for a four-person crew.

Following desktop review and reconnaissance, Zara will prepare a draft survey-station grid for County review and approval. Zara will coordinate with Hays County to finalize the survey-station grid and confirm preserve access prior to initiating GCWA occupancy surveys under Task 2. Task 1 does not include GCWA occupancy surveys, habitat modeling, or analysis beyond what is required to establish RHCP-compliant survey stations.

Deliverables – Task 1

- County-approved final survey-station grid
- Brief reconnaissance summary documenting access findings and any adjustments to proposed station locations

Task 2 – GCWA Occupancy Field Surveys and Data Management

Following County approval of the final RHCP-compliant survey-station grid (Task 1), Zara will conduct GCWA occupancy surveys during the 2026 breeding season. All surveys will follow the standards outlined in the Hays County RHCP (2010), including permit requirements, survey timing, visit frequency, weather constraints, and presence/absence documentation. Survey personnel will hold a valid USFWS section 10(a)(1)(A) threatened and endangered species recovery permit authorizing GCWA surveys.

Surveys will occur within the RHCP-defined GCWA season (March 15–May 15) and will include all areas of potential habitat within each preserve parcel, including transitional or lower-quality areas. Each station will be visited up to five times, with at least 24 hours between visits, and all visits completed within 30 days of the first visit.

Daily surveys will begin 30 minutes before sunrise and conclude no later than eight hours after sunrise. Surveys will not be conducted during moderate or heavy rainfall, poor visibility, or sustained high winds that could interfere with detection. Once GCWA presence is confirmed at a station through either auditory or visual detection, no further visits will be required for that season. The order in which stations are visited will vary among survey days to reduce temporal bias.

Surveyors will navigate to each station using Field Maps. At each station, surveyors will conduct a standardized passive listening period, until GCWA presence is confirmed or the survey interval is completed. Observers will maintain independence and adhere to preserve access rules and RHCP safety requirements.

Depending on terrain, vegetation density, and station spacing, individual surveyors are anticipated to complete approximately 10–12 station surveys per day. Existing habitat documentation and baseline reports for preserves within the project vicinity indicate that large portions of these properties support suitable or occupied GCWA habitat (aci consulting 2016a, 2016b; SWCA 2018; Blair Wildlife Consulting 2022a, 2022b). Accordingly, although the survey protocol allows for up to five visits per station, GCWA presence is anticipated to be confirmed at many stations prior to the fifth visit. Based on the anticipated survey design, crew productivity, and the proportion of suitable habitat documented on nearby preserves, the total number of field deployments required to complete the survey effort is anticipated to range from approximately 12 to 23 deployments, depending on detection rates observed during surveys. The upper bound reflects the theoretical maximum associated with five visits per station.

Presence/absence data and all visit-level metadata will be collected using standardized RHCP-compliant Survey123 (S123) digital forms. Each visit record will include the station ID, visit number, observer, date, start and end time, weather conditions, and notes on any relevant field observations. Survey staff will also maintain a running log of survey progress, noting which stations have been completed each visit.

Deliverables – Task 2

- RHCP-compliant detection/non-detection dataset for all stations and visits
- Survey123 data package organized by station and visit number
- Daily weather logs and field notes
- Summary of access, weather, or methodological deviations relevant to interpretation of survey results

Task 3 – Occupancy Modeling, Habitat Metrics, GIS Analysis, and Mapping Products

Task 3 compiles the survey results generated under Task 2 and prepares analytical outputs and GIS products that support RHCP preserve monitoring and reporting. Analyses will summarize GCWA occupancy patterns across the preserve parcels and produce spatial products that support long-term monitoring and management. Task 3 analyzes the detection–non-detection dataset and spatial information assembled under Tasks 1 and 2 to generate RHCP-consistent occupancy estimates and, if approved by the County, supplemental habitat- and landscape-based analyses that provide additional ecological insight. All modeling will be conducted with technical support from Arrowhead Ecology Group (Arrowhead) using defensible, peer-reviewed methods with established precedent in GCWA research.

Modeling Framework

Zara will implement a two-tier modeling framework. Tier 1 provides RHCP-consistent occupancy estimates using detection and limited site-level covariates. Tier 2 is supplemental and evaluates habitat and landscape relationships influencing GCWA occupancy. All analyses rely exclusively on the detection–non-detection dataset generated under Tasks 1 and 2 and do not influence RHCP survey station placement or field protocols.

Tier 1 – RHCP-consistent Occupancy Analysis (MacKenzie Framework)

Tier 1 produces RHCP-consistent analytical outputs using single-season occupancy models following MacKenzie et al. (2002, 2006). These models estimate occupancy probability (ψ) and detection probability (p) from the detection histories collected during Task 2 surveys. Analyses will be conducted in R using the unmarked package with AICc model selection (AICcmodavg) and standard goodness-of-fit evaluation.

RHCP-required visit metadata (date, time, observer, and weather conditions) will be incorporated as detection covariates, consistent with standard GCWA occupancy modeling approaches (Hunt et al. 2012) [12]. Limited static site covariates derived from LiDAR-based terrain metrics (e.g., slope or aspect; Watson et al. 2008) [13] may also be incorporated where appropriate to support interpretation of variation in occupancy probability. These variables are derived from existing spatial datasets and do not influence survey design or station placement, or RHCP survey protocols.

Tier 1 outputs will include station-level detection histories, occupancy and detection estimates with associated uncertainty, empirical Bayes latent-state assignments, AICc model-selection

[12] Hunt, JW, Weckerly, FW, and Ott, JR. 2012 Reliability of Occupancy and binomial mixture models for estimating abundance of golden-cheeked warblers (*Setophaga chrysoparia*). The Auk. 129: 105-114.

[13] Watson, CA, Weckerly, FW, Jatfield, J, Farquhar, C, and Williamson, PS. Presence-nonpresence surveys of golden-cheeked warblers: detection, occupancy and survey effort. Animal Conservation. 11: 484-492.

tables, and MacKenzie–Bailey goodness-of-fit diagnostics. GIS products will be delivered in Texas State Plane (South Central Zone), NAD83, in GeoPackage and shapefile formats.

Tier 2 –Habitat & Landscape Covariate Modeling (Supplemental)

If authorized by the County, Tier 2 expands the occupancy analysis by incorporating spatially explicit habitat and landscape covariates known to influence GCWA occupancy patterns. This analysis follows the geoadditive semiparametric modeling approach of Collier et al. (2012) and incorporates the impact-assessment framework of McFarland et al. (2012)[14] to evaluate how habitat configuration may influence occupancy patterns across the preserve system.

To support this analysis, Zara will assemble multiscale habitat and landscape covariates derived from publicly available datasets, including LiDAR-derived terrain and canopy metrics (USGS 3DEP), vegetation classifications from TPWD Ecological Mapping Systems, NLCD land-cover data, and high-resolution NAIP imagery. Landscape configuration metrics such as woodland composition (PLAND), edge density, patch density, aggregation index, and core-area percentage will be calculated at multiple spatial scales using the landscape metrics package, paralleling the FRAGSTATS-derived metrics applied in previous GCWA habitat studies (Collier et al. 2012; Magness et al. 2006)[15].

Zara will implement Bayesian geoadditive semiparametric occupancy models in JAGS (via the jagsUI package in R), incorporating spatial smoothers and interaction structures to evaluate nonlinear habitat relationships and spatial dependence. Following McFarland et al. (2012), scenario simulations may also be conducted to evaluate how potential habitat changes could influence predicted occupancy across the preserve network.

Tier 2 provides a supplemental analytical extension that offers additional ecological insight and decision-support value beyond the RHCP-consistent Tier 1 analysis.

Deliverables – Task 3

- Detection history matrix and associated metadata archive
- RHCP-compliant occupancy outputs for all survey stations, including ψ and p estimates with uncertainty, model-selection results, and station-level classifications
- Model output tables summarizing ψ, p, and model selection results
- GIS datasets and spatial analysis products summarizing occupancy results and approved habitat or landscape covariates (GeoPackage and shapefile formats)

[14] McFarland, TM, Mathewson, HA, Groce, JE, Morrison, ML, Newnan, JC, Snelgrove, RT, Skow, KL, Collier, BA, and Wilkins, RN. 2012. Utilization of a species occupancy model for management and conservation. Wildlife Society Bulletin. 36: 432-39.

[15] Magness, DR, Wilkins, RN, and Hejl, SJ. Quantitative Relationships among golden-cheeked warbler occurrence and landscape size, composition, and structure. Wildlife Society Bulletin. 34: 473-479.

- Complete analytical archive (R scripts, processed spatial layers, and documentation) supporting reproducibility and RHCP record-keeping
- Tier 2 outputs (Supplemental), if authorized by the County, including Bayesian occupancy prediction surfaces, multiscale landscape metrics, scenario simulations, and associated uncertainty maps

Task 4 - Reporting and Documentation

Task 4 compiles the results of Tasks 1–3 into a comprehensive technical report documenting GCWA occupancy patterns across the preserve parcels and support RHCP preserve monitoring and reporting requirements. The report will summarize survey implementation, detection results, analytical outputs, and spatial products generated during the project. All reporting will be prepared in a format suitable for County RHCP documentation and long-term preserve record keeping.

Draft Technical Report

Zara will prepare a draft technical report summarizing survey implementation, analytical methods, and results. The draft report will be provided to the County for review and comment prior to preparation of the final report.

The report will include the following sections:

Introduction and Background

This section will describe the project context and situate the four survey parcels within the broader preserve system associated with the Hays County RHCP. The section will summarize relevant preserve objectives, prior GCWA surveys conducted within the project vicinity, and the role of occupancy monitoring within the RHCP preserve monitoring program.

Methods

This section will describe survey design, field methods, and analytical procedures used during the project. Survey methods will document RHCP-compliant station placement, survey timing, visit frequency, and field protocols. Analytical methods will describe the occupancy modeling framework implemented under Task 3, including detection histories, estimation ψ and p, and any approved habitat or landscape covariates included in the analysis.

Survey Results

This section will summarize GCWA detections and survey effort across all parcels. Results will include detection summaries by parcel and survey station, overall detection frequency, and summary tables describing survey coverage and visit completion.

Occupancy Modeling Results

This section will present the results of the Tier 1 occupancy analysis, including model selection results, estimated occupancy and detection probabilities, and interpretation of model parameters. If authorized by the County, results from Tier 2 habitat and landscape analyses will also be summarized, including key covariate relationships and spatial patterns in predicted occupancy.

Maps and Spatial Products

The report will include maps depicting survey-station locations, detection results, and modeled occupancy patterns across the preserve parcels. Supporting tables will summarize detection histories, station-level covariates, and modeling outputs used to generate these spatial products.

Management Context and Interpretation

This section will interpret survey and modeling results in the context of RHCP preserve objectives, existing Land Management Plans, and baseline conditions previously documented for the preserves. The discussion will focus on how observed occupancy patterns relate to habitat distribution, landscape configuration, and long-term preserve monitoring considerations.

Final Report and Data Deliverables

Following receipt of County comments, Zara will prepare a final report incorporating revisions and will provide all supporting analytical and spatial datasets generated during the project.

Deliverables – Task 4

- Final technical report summarizing survey implementation, detection results, and analytical findings
- Tables, figures, and maps summarizing occupancy modeling results and spatial patterns suitable for RHCP reporting

Assumptions and Exclusions

The efficient completion of the tasks described in this proposal relies upon the following assumptions:

Scope Definition

- This proposal covers only the services described under Tasks 1–4. Services not explicitly listed, including restoration design, habitat management planning, construction oversight, or long-term biological monitoring beyond the scope of this proposal, are not included and would require a separate scope and budget.
- The services described in this proposal are based on project and preserve information provided by the County as of the date of this proposal. Substantive modifications to

preserve boundaries, project objectives, or survey areas may constitute a change in scope.

- Task 3 includes RHCP-consistent occupancy analysis and supplemental habitat and landscape modeling components. Supplemental analytical components will be implemented only with County approval.

Access and Coordination

- The County will secure and provide any necessary right-of-entry documentation prior to fieldwork.
- The County will coordinate landowner access and securing any permissions necessary for survey crews to access the properties prior to the start of fieldwork.
- The County will provide accurate property boundaries (map or GIS file) prior to survey initiation, if not already provided.
- The County will coordinate access through locked gates and ensure that existing roads, two-tracks, and firebreaks are accessible where practicable.
- Field surveys will be conducted only where reasonably accessible based on terrain, vegetation density, site access constraints, and safety conditions. Exceptionally steep slopes, dense vegetation, hydrologic barriers, loose cattle, locked gates, fences, or other site conditions may limit access to certain areas.
- The County will provide a primary point of contact to support scheduling, field access, and information sharing.
- Zara operates under a company-wide health and safety plan. Additional safety training effort, certification, or documentation is not included in this scope of work.
- The proposed schedule assumes no delays outside of Zara's control, including but not limited to unforeseen circumstances such as inclement weather, unsafe site conditions, access delays, natural disturbances, regulatory changes, delays with the project, or delays in communication with the County or landowners.

Methodological Assumptions

- GCWA occupancy surveys will follow the methodology outlined in the Preserve Monitoring and Reporting section of the Hays County RHCP (2010), including survey timing, station spacing, and reporting requirements.
- Survey completion schedules assume that weather conditions allow surveys to proceed within the RHCP survey window. Prolonged inclement weather may extend the duration of fieldwork.

- The estimated number of survey stations is based on currently available habitat information and the RHCP requirement of approximately 10 stations per 100 acres of potential GCWA habitat. Final station totals will be confirmed following Task 1 reconnaissance and station placement.
- Based on anticipated productivity of approximately 10–12 stations per observer per day, a four-person crew is anticipated to survey approximately 48 stations per deployment. Under these assumptions, a minimum of approximately five deployments would be required to visit all stations once, and up to approximately twenty-three deployments may be required to complete the full five-visit occupancy design described in Task 2.
- Analytical results reflect conditions present at the time of survey. Detection probability and observed occupancy patterns may be influenced by weather conditions, seasonal variation, vegetation structure, and other environmental factors.
- Spatial datasets used in the analysis will be derived from publicly available sources or datasets provided by the County. Availability of certain spatial layers may influence the selection of supplemental analytical covariates.
- GIS deliverables will be provided in standard formats suitable for agency use, including GeoPackage or ESRI shapefile formats.
- Analytical documentation and model scripts will be provided as part of the project archive to support transparency and reproducibility.
- Fieldwork will proceed only under safe environmental conditions. Zara may adjust survey timing or daily station coverage based on weather conditions, terrain hazards, wildlife activity, or other unforeseen safety considerations.

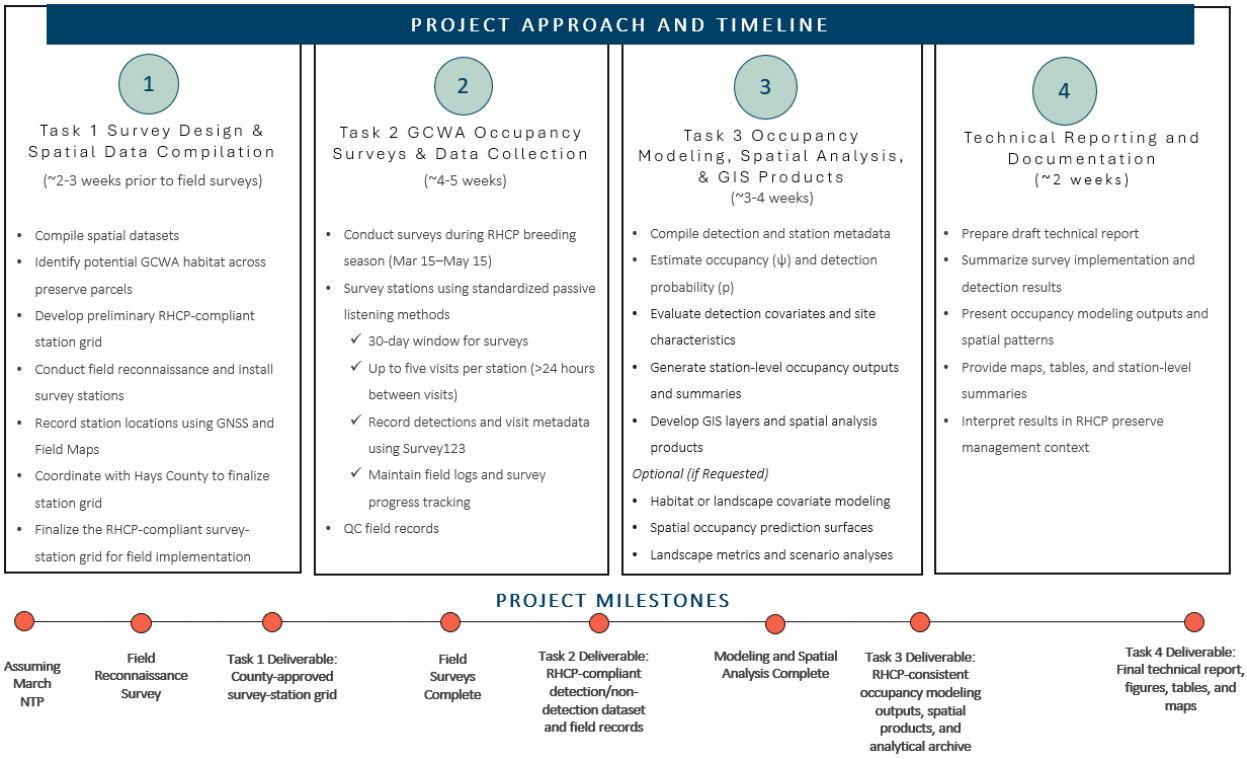
Estimate of Cost and Timeline

The total estimated fees for the services described in this proposal are provided in the table below followed by a project timeline with milestones. Costs are presented as time and material amounts by task, allowing the County to select supplemental services associated with Task 3 if desired. Zara will invoice based on percent project completion without rate breakdowns or expense backup. This proposal is valid for 180 calendar days unless otherwise approved by Zara.

Work will begin within two weeks of Notice to Proceed, subject to scheduling coordination and the RHCP GCWA survey season (March 15–May 15). Because the survey window is limited and the current date is March 6, timely contract execution will be necessary to ensure sufficient time to complete the survey effort within the allowable season. Draft deliverables will be provided within six weeks following completion of the relevant fieldwork, desktop preparations, and receipt of all requested client-provided materials.

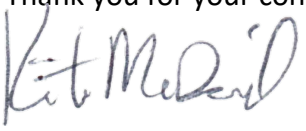
Task Description	Cost by Task
Task 1 – Data Collection, Survey Design, and Station Placement	$ 27,198.25
Task 2* – GCWA Occupancy Field Surveys and Data Management (12 – 15 deployments)	$ 79,492.56 to $ 99,365.70
Task 3 – Occupancy Modeling, Habitat Metrics, GIS Analysis, & Mapping Products and Tier 1 - RHCP-consistent Occupancy Analysis	$ 8,434.38
Supplemental Task 3 Add-on - Tier 2 – Habitat & Landscape Covariate Modeling (not included in project total)	$ 12,100
Task 4 – Reporting and Documentation	$ 5,171.50
Estimated Project Total (12 – 15 deployments; excluding supplemental task)	**$ 120,296.69 to $ 140,169.83**

*Each deployment represents one day of surveys conducted by a four-person crew at a cost of $6,624.38 per deployment, and includes associated data management. Based on anticipated detection rates, the total number of deployments is estimated to be between 12 and 15, which is represented by the Task 2 in the above table. The Task 2 cost for the theoretical maximum of 23 deployments if five visits are required at all stations would be $152,360.74.



A **Qualifications Statement** is attached for reference. Thank you for your consideration and for the opportunity to propose. Please do not hesitate to contact us with any questions or concerns you may have. I can be reached via email at krista@zaraenvironmental.com or by phone at 512-291-4555 (office) or 512-757-7676 (cell). We look forward to hearing from you regarding this work.

Thank you for your consideration,



Krista McDermid
President
Zara Environmental LLC

Attachments:
Zara Environmental Qualifications Statement

PROPOSED PROJECT TEAM

Zara has assembled a multidisciplinary team of experienced environmental professionals with a proven history of ecological studies across the central Texas landscape. Below is a summary of the qualifications for each firm along with representative project experience. Individual resumes can be provided upon request.

ZARA ENVIRONMENTAL LLC

Zara Environmental LLC (Zara) is a central Texas-based environmental consulting firm guiding client projects to successful outcomes by consistently providing high-quality, defensible research and documentation. With experts holding Golden-cheeked Warbler (GCWA; *Setophaga chrysoparia*) U.S. Fish and Wildlife (USFWS) section 10(a)(1)(A) permits, Zara has extensive experience conducting endangered songbird surveys and occupancy studies in Hays County and throughout central Texas. In Hays County, Zara has conducted GCWA habitat assessments and presence/absence surveys to support infrastructure planning and development review, including an evaluation near Blue Hole Regional Park for the City of Wimberley. Zara also has supported broader conservation planning and land protection efforts within the County, including preparation of geospatial datasets documenting more than 100 acres of GCWA habitat within Coleman's Canyon Preserve to support conservation acquisition adjacent to Jacob's Well Natural Area. In addition, Zara served as a co-author of the Hays County Regional Habitat Conservation Plan (RHCP), contributing technical writing for the RHCP and associated Environmental Impact Statement (EIS), coordination with USFWS, and evaluation of conservation lands to support long-term mitigation of incidental take for GCWA and other listed species.

Beyond GCWA work in Hays County, Zara has extensive experience designing and implementing occupancy studies and monitoring programs for federally listed species using statistically robust survey methodologies. Zara conducted occupancy modeling and population estimation for the federally listed Comal Springs riffle beetle (*Heterelmis comalensis*) within the Comal Springs system as part of the Edwards Aquifer Habitat Conservation Plan (EAHCP), sampling nearly 100 spring outlets using repeated surveys and occupancy modeling to estimate system-wide population size. Zara scientists have also conducted long-term biomonitoring and occupancy surveys for listed karst invertebrates under the Southern Edwards Plateau Habitat Conservation Plan and performed mark-recapture and detectability studies to evaluate survey effort needed to demonstrate species absence. This experience developing repeatable survey protocols, evaluating detection probabilities, and producing defensible data for regulatory decision-making positions Zara to successfully implement rigorous GCWA occupancy studies for Hays County in

support of Endangered Species Act consultation, habitat conservation planning, and science-based resource management.

ARROWHEAD ECOLOGY GROUP

Dr. Cody Craig is a quantitative ecologist with 15 years of research experience specializing in species-environment relationships, habitat modeling, and statistical analysis for threatened and endangered species. He earned his PhD in Aquatic Resources and Integrative Biology from Texas State University, where his research focused on identifying patterns and processes structuring biological communities using advanced statistical methods, including Bayesian hierarchical models, machine learning, and occupancy frameworks. He has authored 12 peer-reviewed publications, all centered on quantifying species-environmental relationships to inform management decisions.

Dr. Craig has direct experience with GCWA habitat modeling, having recently completed a GIS-based GCWA occupancy modeling project for Zara, in which he reproduced, validated, and improved the SWCA GCW Model L across multiple, expansive study areas in central Texas using NLCD canopy cover data and landscape-level occupancy predictions. He has also applied Bayesian occupancy models in freshwater mussel monitoring programs, fitting hierarchical detection/non-detection models with environmental covariates — a framework directly analogous to the MacKenzie et al. and Collier et al. approaches proposed for this project.

Through Arrowhead Ecology Group, Dr. Craig has led dozens of threatened and endangered species assessments and developed habitat suitability models for federally listed species. He is proficient in R, GIS, JAGS/WinBUGS, remote sensing analysis, and maintains active working relationships with the USFWS and Texas Parks and Wildlife Department (TPWD). He also holds USFWS 10(a)(1)(A) and TPWD scientific research permits.

REPRESENTATIVE PROJECT EXPERIENCE

Hays County Regional Habitat Conservation Plan and Environmental Impact Statement, Hays County, Texas (2008-2009). *Bowman Consulting Group, Ltd. (formerly Loomis Partners) for Hays County.* The Hays County RHCP included conservation measures to minimize and mitigate incidental take of the GCWA and Black-capped Vireo and establishes a preserve system of 10,000-15,000 acres to mitigate for the incidental take. The RHCP also included consideration of rare, non-listed karst invertebrate species. The RHCP and EIS were approved by the USFWS on 13 May 2011. Zara served as a consultant and co-author, including technical writing for the RHCP and EIS, document review, meeting attendance and presentation to County Commissioners and technical

and citizen groups, and consultation with the USFWS. To help the County with selecting conservation lands, Zara assisted in obtaining a USFWS/TPWD Section 6 grant to study the distribution of rare species and to establish karst fauna regions.

Dahlstrom Ranch Public Access Development Evaluation (2015–2016). *Hays County Development Services Department*. Zara was contracted to review a proposed trail and associated improvements in relationship to previously documented caves and karst features on the Dahlstrom Ranch property in northern Hays County. Caves and karst features on the property are protected under the terms and conditions of the Development Plan of the Conservation Easement agreement between the property owners, the Hill Country Conservancy, Hays County, and the City of Austin. The objective of this evaluation was to either document that the proposed improvements will have no impact or recommend ways to mitigate potential impacts. Based on field reconnaissance, Zara determined that the proposed Dahlstrom Ranch Public Access Development will not likely affect or alter drainage to known caves and karst features on the Dahlstrom Ranch property. Trails and other improvements have been well designed to use site topography to avoid surface drainage areas of all major sensitive features and minimize impacts. Zara also provided a description of two features identified during field reconnaissance in Geologic Assessment format conforming to TCEQ Edwards Aquifer Rules (30 TAC 213) and Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones.

Dinosaur Switch – Longshore Switch 765 kV Transmission Line: Environmental Assessment and Alternative Route Analysis (September – December 2025). *Halff Associates, Inc., for Oncor Electric Delivery Company LLC*. Halff Associates, Inc., subcontracted Zara to assist with a routing study for a proposed single-circuit 765 kilovolt (kV) transmission line spanning a 20-county study area between Glen Rose and Forsan in Texas. The study was performed in support of an Environmental Assessment (EA) for an application to amend a Certificate of Convenience and Necessity (CCN) for satisfying the requirements of the Texas Utilities Code, Public Utility Commission of Texas (PUCT) procedural and substantive rules, and the PUCT's CCN application for proposed transmission line projects. Zara's evaluation included reviewing the environmental setting of the study area, including sensitive natural resources such as land use, geology, soils, ground- and surface water, vegetation, wildlife, and rare, threatened, and endangered species. In addition, Zara analyzed potential project-related impacts to the environmental setting for numerous geographically diverse alternative routes to facilitate the identification of the least impactful project alignment. As part of due diligence, Zara contracted Arrowhead Ecology Group to assist with the review and analysis of GCWA habitat across the study area. Arrowhead reproduced, validated, and improved an existing GCWA model using NLCD canopy cover data and landscape-level occupancy predictions. Zara's services also included co-authoring the EA, including the environmental setting and route-impact analysis sections. Zara conducted the evaluation under an expedited schedule to meet an accelerated filing deadline.

Golden-cheeked Warbler Habitat Assessment, Hays County, Texas (2019). *City of Wimberley*. During the spring of 2019, Zara conducted a habitat assessment for the GCWA for a wastewater line project in Hays County, Texas. The two areas proposed for construction (i.e., the launching pit and the receiving pit), plus a 300-ft survey buffer, included approximately 8 acres of woodlands within and adjacent to Blue Hole Regional Park. It was determined that the woodland habitat potentially could support breeding habitat for the GCWA.

Comal Springs Riffle Beetle (*Heterelmis comalensis*) Occupancy Modeling and Population Estimate within the Comal System (2014-2015). *Edwards Aquifer Authority.* As part of the EAHCP, Zara conducted an applied research project to determine the level of occupancy of the federally listed Comal Springs riffle beetle (*Heterelmis comalensis*) within the Comal System during the fall of 2014 and obtain a system-wide estimate of population size to help inform the EAHCP ecological model. Zara scientists sampled for the Comal Spring riffle beetle at 95 randomly chosen spring outlets in the Comal Springs complex. Field biologists with expertise in the identification of aquatic macroinvertebrates sampled each site three times, with a resting period between sample events. During each sample event, technicians measured a series of eight covariates thought to impact occupancy or detection. The sampling occurred during a period of extreme low flow in October 2014 and resulted in detecting 137 Comal Spring riffle beetles. Using the program PRESENCE, the highest-ranking model indicated that the covariates "spring type," or specifically spring orifices, and "presence of roots and/or detritus" were possible predictors of occupancy; however, seven additional models were also supported. Using the repeated count data and an N-mixture abundance model, scientists extrapolated point counts to the total amount of available habitat to calculate an estimate of 741 beetles in the system (90% CI 471-1,284) at that time.

Karst Canyon and Regional Conservation Partnership Program, Hays County, Texas (2024). *The Watershed Association*. Zara prepared a geodatabase for The Watershed Association to facilitate the presentation of geographic data to the Hays County Commissioners Court to support the purchase of Coleman's Canyon Preserve. The Watershed Association purchased Coleman's Canyon in 2019 from a developer planning to build 1600 high-density residential lots within the critical recharge zone of Jacob's Well. Coleman's Canyon Preserve is a land conservation and restoration project contiguous to Jacob's Well Natural Area that was proposed to be transferred to the County through the Parks and Open Spaces initiative. The property contains significant karst features that recharge Jacob's Well Spring including the iconic Wimberley Bat Cave and over 100 acres of GCWA habitat. Preserving and enhancing this land helps protect groundwater supplies, water quality, Jacob's Well spring flow, and Cypress Creek flow. In early 2025, Hays County purchased the Karst Canyon Preserve through the county's Parks and Open Space Bond. The purchase more than doubled the size of the Jacob's Well Natural Area. A conservation easement held by The Nature Conservancy further protects the area.

AGENDA ITEM REQUEST FORM: K. 15.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: David Peterson, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Constable Precinct 1 Office to lease one Ford Interceptor ($930.68 monthly), and upfit the vehicle with the needed law enforcement equipment ($24,689.50), and amend the budget accordingly. **INGALSBE/PETERSON/HUNT**

Summary:

The Constable Precinct 1 Office is requesting a replacement vehicle for a 2016 Ford Interceptor that is no longer working and has a blown motor head. Upfit quote priced for 2 vehicles, but we are only getting one. The vendor is aware, and the department will open a PO for the upfit prior to any parts being ordered.

Fiscal Impact:

Amount Requested: $29,342.90
Line Item Number: 001-635-00.5475/5713_700

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
$4,654 - Increase Vehicle Lease 001-635-00.5475
$24,690 - Increase Vehicles Capital 001-635-00.5713_700
($29,344) - Decrease Misc Capital Improvements 001-645-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard 744-24

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Lease Quote
Upfit Quote

Open-End (Equity) Lease Quote

Quote: 32643

Prepared For: Hays County, Texas

Date: 12/30/2025

Unit#: 32643

Quantity: 2

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active

Order Type: Ordered Term: 60 State: TX Customer#: 7607 Schedule#: 0.00

$ 49,288.00	Capitalized Cost of Vehicle[1]
$ 0.00	Up Front Sales Tax Rate 6.25% State TX
$ 400.00	Initial License and Registration Fees
$ 1,950.00	Added Equipment (See Page 2)
$ 0.00	Acquisition Fee
$ 0.00	Other Capitalized Fees Tax
$ 0.00	on Gain on Prior Vehicle
$ 0.00	Inventory Tax Extended
$ 0.00	Service Contract
$ 51,638.00	*Capitalized Cost* LESS:
$ 0.00	Cash Down
$ 0.00	Trade Equity
$ 3,100.00	Rebate
$ 48,538.00	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color White
Int Color Dark
License
GVWR 0

($ 744.2400)

$ 723.52	Depreciation Reserve @ 1.491%
$ 207.16	Monthly Lease Charge (Based on Rate - Subject to a Floor)[2]
$ 930.68	**Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

$ 0.00	Full Maintenance Program[3]
$ 0.00	Miscellaneous
$ 0.00	**Additional Services Sub Total**

Contract Miles 0

Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge $ 0.0000 / Mile

#Tires 0 Loaner Vehicle Not Incl

Monthly Insurance Premiums and Disclosures

$ 0.00 Commercial Liability Enrollment (Estimate Only)

$ 0.00 Physical Damage (Estimate Only)

Liability Limit $ 0.00

Comprehensive/Collision Deductible: $ 500.00 / $ 500.00

$ 0.00	Monthly Sales Tax 0.00%
$ 0.00	Total Monthly Insurance
$ 930.68	**Total Monthly Rental Including Additional Services**
$ 5,126.80	Reduced Book Value at 60 Months
$ 350.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000 and a Security Deposit of $ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ***ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.***

LESSEE Hays County, Texas

BY **TITLE** **DATE** 12/30/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 32643

Prepared For: Hays County, Texas

Date: 12/30/2025

Unit#: 32643

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Courtesy Delivery	C	$ 500.00
Interim Interest	C	$ 1,200.00
Delivery/Transport - from dealer to upfitter	C	$ 250.00
Upfit	B	$ 24,689.50
Total Charges (B)illed		$ 24,689.50
Total Charges (C)apitalized		$ 1,950.00
Total of All Added Equipment and Other Charges		$ 26,639.50

Open-End (Equity) Lease Quote

Quote: 32643

Prepared For: Hays County, Texas

Date: 12/30/2025

Unit#: 32643

Quantity: 2

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active

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$ 0.00	Miscellaneous
$ 0.00	**Additional Services Sub Total**

Contract Miles 0

Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge $ 0.0000 / Mile

#Tires 0 Loaner Vehicle Not Incl

Monthly Insurance Premiums and Disclosures

$ 0.00 Commercial Liability Enrollment (Estimate Only)

$ 0.00 Physical Damage (Estimate Only)

Liability Limit $ 0.00

Comprehensive/Collision Deductible: $ 500.00 / $ 500.00

$ 0.00	Monthly Sales Tax 0.00%
$ 0.00	Total Monthly Insurance
$ 930.68	**Total Monthly Rental Including Additional Services**
$ 5,126.80	Reduced Book Value at 60 Months
$ 350.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000 and a Security Deposit of $ 0.00

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Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ***ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.***

LESSEE Hays County, Texas

BY **TITLE** **DATE** 12/30/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 32643

Prepared For: Hays County, Texas

Date: 12/30/2025

Unit#: 32643

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Courtesy Delivery	C	$ 500.00
Interim Interest	C	$ 1,200.00
Delivery/Transport - from dealer to upfitter	C	$ 250.00
Upfit	B	$ 24,689.50
Total Charges (B)illed		$ 24,689.50
Total Charges (C)apitalized		$ 1,950.00
Total of All Added Equipment and Other Charges		$ 26,639.50

AGENDA ITEM REQUEST FORM: K. 16.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Don Montague, Stephanie Hunt

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the Constable Precinct 3 Office to lease one 2025 Chevy Tahoe ($1,220.56 monthly), and upfit with law enforcement equipment ($7,877.98), and amend the budget accordingly.
HAMMER/MONTAGUE/HUNT

Summary:

The Constable Pct. 3 Office wrecked their 2025 Chevy Tahoe, and the County received insurance proceeds to replace the vehicle. The Constable's Office was able to salvage several items from the wrecked Tahoe to utilize on the new Tahoe to help alleviate the additional costs.

Lease Amount: $1,220.56 monthly
Upfit: $7,877.98

Fiscal Impact:

Amount Requested: $13,980.78 (FY26)
Line Item Number: 001-637-00.5475/5713_700

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($7,878) - Decrease Vehicle Lease 001-637-00.5475
$7,878 - Increase Vehicles Capital 001-637-00.5713_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard 744-24

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Lease Quote
Upfit Quote

Open-End (Equity) Lease Quote

Quote: 33958

Prepared For: Hays County, Texas

Date: 03/16/2026

Unit#: 33958

Quantity: 1

Unit: 2026 Chevrolet Trucks TAHOE 4WD 4dr Wgn LS

Order Type: In Stock Term: 60 State: TX Customer#: 7607 Schedule#: 501.00

60839.01	Capitalized Cost of Vehicle[1]
0.00	Up Front Sales Tax Rate 0.0625 State TX
500.00	Initial License and Registration Fees
1500.00	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
62839.01	*Capitalized Cost* LESS:
0.00	Cash Down
0.00	Trade Equity
0.00	Rebate
62839.01	Total Capitalized Cost (Delivered Price)
926.65	Depreciation Reserve @ 0.01475
293.91	Monthly Lease Charge (Based on Rate - Subject to a Floor)[2]
1220.56	**Total Monthly Rental Excluding Additional Services**

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color Black
Int Color Black
License
GVWR 0

BuyBoard #744-24

Additional Fleet Management and Services

0.00	Full Maintenance Program[3]
0.00	Miscellaneous
0.00	**Additional Services Sub Total**

Contract Miles 0
Incl: #Brake Sets (1 set = 1 axle) 0
Over Mileage Charge 0.00 / Mile
#Tires 0 Loaner Vehicle Not Incl

0.00	Monthly Sales Tax 0
0.00	Total Monthly Insurance
1220.56	**Total Monthly Rental Including Additional Services**
7240.00	Reduced Book Value at 60 Months
350.00	Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures
0.00 Commercial Liability Enrollment (Estimate Only)
0.00 Physical Damage (Estimate Only)
Liability Limit 0.00
Comprehensive/Collision Deductible: 500.00 / 500.00

Quote based on estimated annual mileage of 20000 and a Security Deposit of 0.00
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ***ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.***

LESSEE Hays County, Texas

BY **TITLE** **DATE** 03/16/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

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Open-End (Equity) Lease Quote

Quote: 33958

Prepared For: Hays County, Texas

Date: 03/16/2026

Unit#: 33958

Unit: 2026 Chevrolet Trucks TAHOE 4WD 4dr Wgn LS

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Interim Interest	C	1250.0000
Upfit	B	7877.9800
Delivery/Transport	C	250.0000
Total Charges (B)illed		7877.9800
Total Charges (C)apitalized		1500.0000
Total of All Added Equipment and Other Charges		9377.9800

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	619438
Customer No.	CVL

Bill To	Ship To
COMMERCIAL VEHICLE LEASING LLC 1400 W 7TH ST FT WORTH, TX 76102 United States	(For Pickup) San Antonio -SANA 8154 Bracken Creek Drive San Antonio, TX 78266
Contact: JERRY HADDAD **Telephone:** 877-511-0101 **E-mail:** trinity.willis@dmcommercial.com;coleen.greblic	**Contact:** Braydon Joslin **Telephone:** 512-781-4135 **E-mail:** bjoslin@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/12/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Braydon Joslin	BRAYDON JOSLIN SAN	Joshua Haddad	on file

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO REMOVAL & RE-INSTALL OF PARTS Warehouse: SANA 2024 Tahoe PPV going into a 2026 Tahoe PPV We will be re-purposing all Emergency Equipment that is Salvagable	0.0000	0.00
1	1	N	REMOVAL REMOVAL OF ALL EMERGENCY EQUIPMENT Warehouse: SANA	1,000.0000	1,000.00
1	1	Y	BK1527TAH25 SMC PB450LR6 LR ALUM BUMPER MPOWER, 25 TAHOE Warehouse: SANA We will be taking off the Mpowers and Speakers and installing on this Light-Ready Push Bumper	469.6500	469.65
1	1	Y	7160-2022 GJ WIDE BODY CONSOLE BOX, 2025+ TAHOE Warehouse: SANA 2021-2024 Tahoe Console does not fit on the 2025 and up models. We will remove the old console and replace with new.	673.3300	673.33
1	1	Y	175-S8-100-2 IE SMD 100 AMP BREAKER Warehouse: SANA	25.0000	25.00

Print Date	03/12/26
Print Time	10:10:06 PM
Page No.	1

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	619438
Customer No.	CVL

Bill To	**Ship To**
COMMERCIAL VEHICLE LEASING LLC 1400 W 7TH ST FT WORTH, TX 76102 United States	(For Pickup) San Antonio -SANA 8154 Bracken Creek Drive San Antonio, TX 78266
Contact: JERRY HADDAD **Telephone:** 877-511-0101 **E-mail:** trinity.willis@dmcommercial.com;coleen.greblic	**Contact:** Braydon Joslin **Telephone:** 512-781-4135 **E-mail:** bjoslin@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/12/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Braydon Joslin	BRAYDON JOSLIN SAN	Joshua Haddad	on file

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: SANA Front 2 to match rear 2 Factory CERAMIC	165.0000	165.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	550.0000	550.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA	4,800.0000	4,800.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	03/12/26
Print Time	10:10:06 PM
Page No.	2

Subtotal	7,682.98
Freight	195.00
Order Total	7,877.98

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

AGENDA ITEM REQUEST FORM: K. 17.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Joel Ware, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Juvenile Detention Center to lease a Chevy Traverse ($837.89 monthly), and upfit the vehicle with necessary equipment ($3,010.67) to serve as a transport vehicle and amend the budget accordingly. **INGALSBE/WARE/HUNT**

Summary:

The Juvenile Detention Center is in need of an additional transport vehicle to assist in getting juvenile inmates to any required appointments.

Fiscal Impact:

Amount Requested: $8,038.01
Line Item Number: 070-685-00.5475/5713_400

Budget Office:

Source of Funds: Juvenile Detention Center Fund
Budget Amendment Required Y/N?: Yes
Comments:
$5,028 - Increase Vehicle Lease 070-685-00.5475
$3,011 - Increase Vehicles Operating 070-685-00.5713_400
($3,000) - Decrease Building Maintenance Supplies 070-685-00.5207
($3,000) - Decrease Janitorial Supplies 070-685-00.5208
($2,039) - Decrease Uniforms 070-685-00.5474

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard 744-24

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Upfit Quote
Lease Quote

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611951-A
Customer No.	CVL

Bill To	**Ship To**
COMMERCIAL VEHICLE LEASING LLC 1400 W 7TH ST FT WORTH, TX 76102 United States	(For Pickup) San Antonio -SANA 8154 Bracken Creek Drive San Antonio, TX 78266
Contact: JERRY HADDAD **Telephone:** 877-511-0101 **E-mail:** trinity.willis@dmcommercial.com;coleen.greblic	**Contact:** Braydon Joslin **Telephone:** 512-781-4135 **E-mail:** bjoslin@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/29/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Braydon Joslin	BRAYDON JOSLIN SAN	Joel Ware	on file

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO HAYS COUNTY JUVENILE CENTER - DURANGO TRANSPOR Warehouse: SANA	0.0000	0.00
1	1	Y	PK1186DUR11 SMC #10XL C2 COATED POLY PARTITION Warehouse: SANA	842.9900	842.99
1	1	Y	PK0316DUR112ND SMC 12VS CARGO POLYC PARTITION-DURANGO Warehouse: SANA	507.6800	507.68
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT LISTED BELOW: Warehouse: SANA Two Way Harris Radio W/ Antenna, Speaker, Coax Axon Fleet 3 Camera System	0.0000	0.00
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: SANA	50.0000	50.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	95.0000	95.00

Print Date	03/04/26
Print Time	05:08:20 PM
Page No.	1

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611951-A
Customer No.	CVL

Bill To	Ship To
COMMERCIAL VEHICLE LEASING LLC 1400 W 7TH ST FT WORTH, TX 76102 United States	(For Pickup) San Antonio -SANA 8154 Bracken Creek Drive San Antonio, TX 78266
Contact: JERRY HADDAD **Telephone:** 877-511-0101 **E-mail:** trinity.willis@dmcommercial.com;coleen.greblic	**Contact:** Braydon Joslin **Telephone:** 512-781-4135 **E-mail:** bjoslin@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/29/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Braydon Joslin	BRAYDON JOSLIN SAN	Joel Ware	on file

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA	1,250.0000	1,250.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	03/04/26
Print Time	05:08:20 PM
Page No.	2

Subtotal	2,745.67
Freight	265.00
Order Total	3,010.67

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Open-End (Equity) Lease Quote

Quote: 33820

Prepared For: Hays County, Texas

Date: 03/04/2026

Unit#: 33820

Quantity: 1

Unit: 2026 Chevrolet Trucks TRAILBLAZER 2WD 4dr Wgn LT

Order Type: Ordered Term: 60 State: TX Customer#: 7607 Schedule#: 500.50

42826.20	Capitalized Cost of Vehicle[1]
0.00	Up Front Sales Tax Rate 0.0625 State TX
400.00	Initial License and Registration Fees
3391.31	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
46617.51	*Capitalized Cost* LESS:
0.00	Cash Down
0.00	Trade Equity
2600.00	Rebate
44017.51	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color White
Int Color Dark
License
GVWR 0

BuyBoard Cooperative Purchasing

BuyBoard #744-24

635.14	Depreciation Reserve @ 0.01443
202.75	Monthly Lease Charge (Based on Rate - Subject to a Floor)[2]
837.89	**Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

0.00	Full Maintenance Program[3]
0.00	Miscellaneous
0.00	**Additional Services Sub Total**

Contract Miles 0

Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge 0.00 / Mile

#Tires 0 Loaner Vehicle Not Incl

0.00	Monthly Sales Tax 0
0.00	Total Monthly Insurance
837.89	**Total Monthly Rental Including Additional Services**

Monthly Insurance Premiums and Disclosures

0.00 Commercial Liability Enrollment (Estimate Only)

0.00 Physical Damage (Estimate Only)

Liability Limit 0.00

Comprehensive/Collision Deductible: 500.00 / 500.00

5909.00	Reduced Book Value at 60 Months
350.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ***ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.***

LESSEE Hays County, Texas

BY **TITLE** **DATE** 03/04/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 33820

Prepared For: Hays County, Texas

Date: 03/04/2026

Unit#: 33820

Unit: 2026 Chevrolet Trucks TRAILBLAZER 2WD 4dr Wgn LT

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Interim Interest	C	750.0000
Courtesy Delivery	C	500.0000
ESTIMATED 5% INCREASE FOR 2027	C	2141.3100
Upfit	B	3010.6700
Total Charges (B)illed		3010.6700
Total Charges (C)apitalized		3391.3100
Total of All Added Equipment and Other Charges		6401.9800

AGENDA ITEM REQUEST FORM: K. 18.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Elaine Brown, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Court at Law - Mental Health Court to purchase consumables/incentive items for Mental Health Court participants throughout the year.
COHEN/INGALSBE/BROWN/HUNT

Summary:

The Mental Health Court utilizes a structured system of incentives as an evidence-based component of participant engagement and program success. These incentives are funded through participant program fees and are reinvested directly into supporting participant progress and compliance. Incentives include low-cost, non-monetary items such as affirmation cards, milestone recognition (e.g., phase coins), birthday acknowledgments, and small recovery-oriented items. While modest in cost, these tools serve a critical function in reinforcing positive behavior change, increasing motivation, and strengthening participant retention.

Research in specialty court models, including mental health and drug courts, consistently demonstrates that graduated incentives paired with accountability improve compliance with treatment, reduce recidivism, and increase program completion rates. Recognition of progress--particularly for individuals with significant mental health and trauma histories--helps build self-efficacy, reinforces pro-social behavior, and promotes long-term stability.'

Fiscal Impact:

Amount Requested: $1,125
Line Item Number: 001-612-22.5391

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: Amazon - Choice Partners Contract 22-045KN, all purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Expense
New Revenue Y/N?: N/A
Comments:

Attachments

FY 2026 MHC - Incentive Purchases

FY 2026 Mental Health Court
Incentive Purchases - Consumables

Incentives	Number	Price per participant	Total	Vendor
Challenge Coins	30		$ 220.00	Amazon
Challenge Coins Phase 1	25		$ 200.00	Amazon
Challenge Coins Phase 2	25		$ 200.00	Amazon
Challenge Coins Phase 3	15		$ 110.00	Amazon
Worry Stone	50	50 for $24	$ 25.00	Amazon
Affimation Cards	52	52 for $29	$ 30.00	Amazon
Stress Balls	50	pack of 50	$ 25.00	Amazon
Feela Journals	24	24 pack of journals x 2 = 48	$ 180.00	Amazon
Encouragement Cards	24	2 packs of 24 cards	$ 65.00	Amazon
Stickers	150 pieces	mixed stickers	$ 20.00	Amazon
Hygiene Kit	24 kits	1 package that contains 24 kits	$ 50.00	Amazon
		Total =	$ 1,125.00	

AGENDA ITEM REQUEST FORM: K. 19.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Smith

Agenda Item

Discussion and possible to pre-qualify the recommended respondents pursuant to RFQ 2026-Q02 Professional Engineering Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County for Engineering Services. The selection of a firm will be brought to the Commissioners Court for approval, utilizing the Vendor Selection Form, prior to a contract being brought back to court for execution. The pool will be reviewed and re-opened on an annual basis. **BECERRA/SMITH/HUNT**

Summary

On October 28, 2025, the Commissioners Court approved specifications and authorized Purchasing to solicit statements of qualifications (SOQs) to establish a Professional Engineering Services pool.

The Purchasing Office received 111 SOQs, with 9 SOQs being deemed non-responsive due to not submitting the required documents identified in the solicitation. After review by the evaluation committee, all firms scored higher than a 60 (meets requirements) and it is the evaluation committee's recommendation to pre-qualify all firms into the engineering services pool.

The Purchasing Office reviewed and identified the following. (attached list also)
Texas Government Code Chapter 176 Conflict of Interest Questionnaire:

- AtkinsRealis USA, Inc: Marisol Villarreal-Alonzo
- Quiddity Engineering: Commissioner Precinct 2, Dr. Michelle Cohen

Related Party Disclosure Form:

- American Structurepoint, Inc.: Former Employees - Lon Shell (Commissioner Pct. 3), and Jerry Borcherding (Transportation Director)
- BGE, Inc.: Former Employee - Mark Jones (Commissioner Pct. 2)
- Garver LLC: Employee Relative - Wade Benton (Brother in Law - Delton Duggins - Constable Pct. 4 Deputy)
- LJA Engineering, Inc.: Former Employee Relative - Abigail Borcherding (Jerry Borcherding's Granddaughter)

Attachments

RFQ 2026-Q02 Final Tabulation
Disclosures

RFQ 2026-Q02 Professional Engineering Services Pool
Final Tabulation

All Awarded Firm	Average Score
AECOM Technical Services, Inc.	90
AG3 Group, LLC	76
Aguirre & Fields, LP	88
Alfred Benesch & Company	93
American Structurepoint, Inc.	95
Ardurra Group, Inc.	86
Arias & Associates, Inc.	82
AtkinsRealis USA, Inc.	87
Au+Engineering, LLC	72
B2Z Engineering, LLC	80
Baer Engineering and Environmental Consulting, Inc.	77
Bain Medina Bain, Inc.	81
BGE, Inc.	92
Bowman Consulting Group, Ltd.	87
Campos Engineering, Inc.	78
CEC Corporation	80
Certerra Rone	81
Civil & Environmental Consultants, Inc.	77
CivilCorp, LLC	79
CivTech, Inc.	75
Cleary Zimmermann Engineers, LLC	86
Cobb, Fendley & Associates, Inc.	93
Consor North America, Inc.	79
CSI Engineering, Inc.	76
DKS Associates	81
Doucet & Associates	94
Dunaway Associates, LLC	92
Dunham Engineering, LLC	73
ECS Southwest, LLP	80
EDGE Engineering, PLLC	78
EMA Engineering & Consulting, Inc.	74
Energy Systems Design, Inc.	74
Floodace, LLC	78
Foresight Planning & Engineering Services, LLC	76
Freeland Turk Engineering Group, LLC	77
Freese and Nichols, Inc.	93
Garver, LLC	92
GarzaEMC	79
H.W. Lochner, Inc.	93
Halff Associates, Inc.	93
Hardesty & Hanover, LLC	85
HDR Engineering, Inc.	92
Huitt-Zollars, Inc.	87
HVJ South Central Texas - M&J, Inc.	88
IEA, Inc.	89
IMEG Consultants Corp	82
Infrastructure Consulting & Engineering, LLC	82
Johnson, Mirmiran & Thompson, Inc. (JMT)	91
KCI Technologies, Inc.	91
Kimley-Horn and Associates, Inc.	95
Lamb-Star Engineering, LLC	80

All Awarded Firm	Average Score
LCCx, LLC	83
Lee Engineering, LLC	86
LJA Engineering, Inc.	95
Lockwood, Andrews & Newman, Inc.	94
Matrix Design Group, Inc.	78
Mendez Engineering, PLLC	74
META Engineering, LLC	74
Metric Engineering, Inc.	69
Michael Baker International, Inc.	78
Miller Gray, LLC	78
MLA Geotechnical	88
MRB Group, P.C.	81
MWM DesignGroup	80
N. Martinez & Associates, Inc.	74
Ninyo & Moore	83
Omega Engineering, Inc.	83
Othon, Inc.	80
Pape-Dawson Consulting Engineers, LLC	94
Parkhill	82
PGAL, Inc.	81
Poznecki-Camarillo, LLC	82
Professional Services Industries, Inc.	85
Pyra IXI, LLC	68
Quiddity Engineering	92
Raba Kristner, Inc.	90
Rodriguez Transportation Group, Inc.	84
RRP Consulting Engineers, LLC	82
RS&H, Inc.	89
Rummel, Klepper & Kahl, LLP	88
SAMES, Inc.	83
Schaumburg & Polk, Inc.	80
Scheibe Consulting, LLC	78
SCI Engineering, Inc.	79
SE3, LLC	80
Seiler Lankes Group, LLC	78
STV, Inc.	90
Terracon Consultants, Inc.	88
Tetra Tech	94
The Goodman Corporation	87
Tom Green and Company Engineers, Inc.	90
TRC Engineers, Inc.	87
UES Professional Solutions 44, LLC	85
Unitech Consulting Engineers, Inc.	75
V&A Consulting Engineers, Inc.	81
Volkert, Inc.	92
Walter P. Moore and Associates, LLC	88
Ward, Getz & Associates, LLC	83
WDG, LLC	79
Westwood Professional Services, Inc.	83
Whitman, Requardt & Associates, LLP	87
WSB, LLC	93

X: Zach Farnsworth 17-Mar-26

Contract Specialist Signature

X: Stephanie Hunt 17-Mar-26

Purchasing Agent Signature

RFQ 2026-Q02 Professional Engineering Services Pool
Disclosures

Conflict of Interest Questionnaire - Texas Government Code Chapter 176				
Firm Name	**Hays County Officer**	**Name of Employment/Business Relationship or Family Member**	**Title of Employment/Business Relationship or Family Member**	**Relationship**
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Freddie Alonzo	Construction Manager	Spouse
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Adamari Alonzo	Engineer Intern	Daughter
Quiddity Engineering	Commissioner Pct. 2 Dr. Michelle Cohen	Jesse Pena	QA/QC Specialist	Parent

Related Party Disclosure Form				
Firm Name	**Employee Name**	**Person Related**	**Position Held/Title**	**Relationship**
American Structurepoint, Inc.	Lon Shell	Lon Shell	Commissioner Pct. 3	Past Employee
American Structurepoint, Inc.	Jerry Borcherding	Jerry Borcherding	Transportation Director	Past Employee
BGE, Inc.	Mark Jones	Mark Jones	Commissioner Pct. 2	Past Employee
Garver, LLC	Delton Duggins	Wade Benton	Sr. Project Manager	BIL
LJA Engineering, Inc.	Jerry Borcherding	Abigail Borcherding	Graphics Coordinator	Granddaughter

X: Zach Farnsworth 17-Mar-26

Contract Specialist Signature

X: Stephanie Hunt 17-Mar-26

Purchasing Agent Signature

AGENDA ITEM REQUEST FORM: K. 20.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Flocke

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the selection of Dunaway Associates LLC, to provide design services for Cape's Pond Park. **INGALSBE/ FLOCKE**

Summary:

The attached vendor selection form has been prepared for Dunaway Associates LLC, to provide design services for Cape's Pond Park. Commissioners Court action on October 28, 2025, Item J.19, amended the Interim Selection Process for any proposed contracts related to Professional Engineering Services, Utility Coordination Services, Construction, Engineering and Inspection Services, and Surveying Services. A contract will be brought back to court for approval and execution.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 154-811-97-441.5741

Budget Office:

Source of Funds: Park Bond 2021 Fund
Budget Amendment Required Y/N?: No
Comments: Funds will need to be allocated when contract is awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Interim Process for vendor selection

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Capital Improvements
New Revenue Y/N?: N/A
Comments:

Attachments

Capes Vendor Selection Form

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	Cape's Pond Park	Precinct Number:	1
Prepared By:	Karl Flocke	Commissioner:	Debbie Ingalsbe
Project Scope of Work: Provide construction documents and design services for a 29 acre park located at the intersection of Cape and Flores streets in San Marcos, TX. Park amenities are to include a parking lot, pedestrian trails and bridges, bathroom with maintenance/storage space, playground, and associated landscaping.			

Background Information				
Company Name Dunaway Associates, LLC		Type of Company Limited Liability Corp	Type of Work Performed Engineering	
Street Address 816 Camaron Street, Suite 2.44		Phone Number Limited Liability Corp	Year Established 1955	
City/State/Zip San Antonio, TX 78212		Principal Contact Bryan Mask	Email Address bmask@dunaway.com	
Qualified Minority Business? □ MBE □ WBE □ DBE		D&B # 11-324-9361 (Dun & Bradstreet, aka DUNS)	Firm's License # TBPELS #1114 (Engr & Survey TBAE #BR3020)	
Discipline/s:				
□ Right-Of-Way	☒ Engineering	□ CE&I	□ Grant Writing	☒ Other
□ Utility Coordination	☒ Project Management	☒ Land Surveying	□ Right-of-Way	
Has the company ever defaulted, failed to complete, or had a contract terminated? □ yes ☒ no		If yes, explain:		
Has the company ever gone through bankruptcy or reorganization? □ yes ☒ no		If yes, explain:		

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	Martin Co. Community Complex	Sentinel Peak Park	Berkley V. & Vincent M. Dawson Park
• Owner Name	Martin County	Hays County	City of San Antonio
• Duration	43 months	36 months	45 months
• Contract Value	$115,000,000.00	$17,000,000.00	$4,600,000.00
• Provide Brief overview of the project and scope of services provided by Firm.	Dunaway provided civil engineering, surveying, and landscape architecture services for the development of the Martin County Community Complex in Stanton, Texas. Over 70 acres of undeveloped land are being transformed to provide a central gathering space for community members and visitors of all ages. The complex will include an arena and expo area, community center, children's playground and splash pad, RV hookups, and sports fields.	Dunaway provided design services for Sentinel Peak Park, a 533.1-acre county park located within a conservation easement in Hays County. The project includes a new guard shack entry, a visitor center complex, a recreational building featuring a river aquatics recreation area, ADA-compliant sidewalks and trails, and associated parking. Design work included approximately 1,200 linear feet of six-foot-wide ADA sidewalk, 5,000 linear feet of six-inch water line, and 500 linear feet of six-inch wastewater line. In addition, Dunaway provided grading, drainage improvements, ADA parking, septic system design, and public water system design.	1.7 acre property located on the east side of downtown San Antonio recently acquired by the City of San Antonio. Featuring historic views of Hays Street Bridge, the land acquisition was due, in part, to a citizen group's concern about maintaining this iconic view. The final plans create a time-link walk that tells the story of the community and bridge. At the center of the park a small playground elements based on the community architecture and bridge. Two skate parks are located at the southern end of the bridge.

Staffing			
President/Principal-in-Charge	Bryan Mask, ASLA	Years of Experience	28 years
Proposed Project Manager	Josh Mycock, ASLA	Years of Experience	12 years
Proposed Engineer	Jason Granado, P.E.	Years of Experience	18 years
Proposed Surveyor	Robert Schurig, RPLS	Years of Experience	10 years
Quality Assurance Certification	not applicable	Current Active Projects	8
No. of Employees	360 Full-time employees	Current Work Backlog	$1,250,000.00

Brief Project Methodology Approach:

The Schematic Design, Design Development, and Construction Documents phases gradually refine the project from big-picture concepts to a fully coordinated, biddable construction package. Each phase includes increasing levels of detail—technical strategies, material selections, coordination across disciplines, and cost estimates—to ensure the design aligns with site constraints, permitting needs, and the project budget. At the end of each phase, the team meets with Hays County to review progress, gather feedback, and receive approval to advance.

Signatures:	
Commissioner Signature:	
Date:	03/16/26

Additional Signature:	
Date:	

Additional Signature:	
Date:	

AGENDA ITEM REQUEST FORM: K. 21.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Tammy Crumley & Joel Ware, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to award a contract for RFP 2026-P06 HVAC - Preventative Maintenance and Repair Services, Countywide to Jantzen Luke Myer LLC, dba Ductman AC & Heating, and authorize staff, Purchasing Agent, and the Criminal District Attonrey, Civil Division to negotiate a contract. **BECERRA/CRUMLEY/WARE/HUNT**

Summary

On January 6, 2026, the Commissioners Court approved specifications and authorized the Purchasing Office to solicit proposals for RFP 2026-P06 HVAC - Preventative Maintenance and Repair Services, Countywide.

Purchasing received eight (8)proposals, with three being deemed non-responsive due to missing required forms.
120 Koogas, LLC, dba Apogee Mechanical (deemed non-responsive)
ABH Pros, LLP
Comfort Systems USA Central Texas
Jantzen Luke Myer LLC, dba Ductman AC& Heating
JM Engineering, LLC
Lelam Holdings, dba Climate Solutions
Premier Solutions, LLC (deemed non-responsive)
SI Mechanical, LLC (deemed non-responsive)

After evaluation of the responsive proposals, the evaluation committee's recommendation is to pursue negotiation with Jantzen Luke Myer LLC, dba Ductman AC & Heating. Upon successful negotiations, a contract will be brought back before court to approve and finalize the contract award and execution.

Attachments

RFP 2026-P06 Final Tabulation

RFP 2026-P06 HVAC - Preventative Maintenance and Repair Services, Countywide
Final Tabulation

Firm	Average Score
ABH Pros LLP	44
Comfort Systems USA Central Texas	48
Jantzen Luke Myer LLC, dba Ductman AC & Heating	86
JM Engineering, LLC	55
Lelam Holdings, dba Climate Solutions	48

X: Zach Farnsworth — 17-Mar-26

Contract Specialist Signature — Date

X: Stephanie Hunt — 17-Mar-26

Purchasing Agent Signature — Date

AGENDA ITEM REQUEST FORM: K. 22.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Aaron Jones, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to award and execute a contract for IFB 2026-B05 Concrete Contractor between Hays County and 3-P Concrete, LLC to perform hourly concrete services on an as-needed basis related to transportation projects. **BECERRA/A.JONES/HUNT**

Summary:

On February 3, 2026, the Commissioners Court approved the specifications for IFB 2026-B05 Concrete Contractor and authorized purchasing to solicit bids.

The Purchasing Office received seven(7) bids from the following companies:

3-P Concrete, LLC	$	52.77
AgH2O Holdings, LLC	$	159.77
Erban Construction Group, LLC	$	76.75
Myers Concrete Construction CP	$	64.20
TRUE Construction, LLC	$	74.36
Unity Contractor Services, Inc.	$	159.00
Westhill Paving, Inc.	$	115.00

After reviewing all bids and references, 3-P Concrete, LLC was the lowest responsive bid, and it is recommended to move forward with the contract award and execution. Also, 3-P Concrete, LLC has identified on the Related Party Disclosure Form a relation to a former employee; the owner is the son-in-law of former employee, Vickie Dorsett (former Budget Officer).

Fiscal Impact:

Amount Requested: TBD
Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road and Bridge Fund
Budget Amendment Required Y/N?: TBD
Comments: Concrete contractor charges by the hour so the amount and scope of concrete projects will determine if a budget amendment will be needed.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: IFB 2026-B05 Concrete Contractor

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Road Work Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Contract - IFB 2026-B05
IFB 2026-B05 Final Bid Tabulation
Disclosures

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: IFB 2026-B05 Concrete Contractor	Date Issued: February 5, 2026

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:

10:30 a.m. local time February 26, 2026

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 on February 17, 2026.	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:	3-P Concrete, LLC	Name:	Jordan Estrada
Mailing Address:	598 Summersweet Road New Braunfels, Texas 78130	Title:	President
		Email Address:	jordan.estrada@3-pconcrete.com
		Phone No.:	361 771 6122
Signature:	Jordan Estrada	Date:	2/26/2026
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Jordan Estrada - jordan.estrada@3-pconcrete.com 361-771-6122		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor: 3-P Concrete	Per the bid form	Term of Contract: 1 year w/ 4-1yr renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: March 24, 2026	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

I. Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

✓ 1. Solicitation, Offer and Award Form
✓ 2. Attachment A: 2026-B05 Bid Form
✓ 3. Vendor Reference Form
✓ 4. Conflict of Interest Disclosure & Questionnaire
✓ 5. Related Party Disclosure Form
✓ 6. Any addenda applicable to this solicitation

Required Forms by Hays County to Execute a Contract:

____ 1. Code of Ethics signed
____ 2. HUB Practices signed
____ 3. House Bill 89 Verification signed and notarized
____ 4. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
____ 5. Israel Boycott Certification (TGC 2271.002)
____ 6. Prohibition of Energy Company Boycott Certification (TGC 2274)
____ 7. Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)
____ 8. Debarment & Licensing Certification signed and notarized
____ 9. Vendor/Bidder's Affirmation completed and signed
____ 10. Federal Affirmations and Solicitation Acceptance
____ 11. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids/proposals/SOQs, 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

IFB 2026-B05 Concrete Contractor
Attachment A – IFB 2026-B05 Bid Form

MAN-HOUR LABOR RATES:
Indicate the billable rate, per hour, for the following activities.

- Per man-hour listed on the bid form shall include all labor, materials, tools, equipment, vehicles to transport crew to and from, and incidentals required to complete the work.
- The County reserves the right to determine the size of the crew to be assigned to each project.
- Job sites will be located throughout Hays County; therefore, time charges shall begin when crews begin working at the designated jobsites.
- Hays County staff will validate daily the number of crew members present on each project for accurate billing purposes.
- The contractor will be responsible for providing an estimate of materials and labor costs for each project; however, payment will be made based on the contracted price per man-hour worked.
- Any bid that does to include Attachment A: IFB 2026-B05 Bid Form will be deemed non-responsive.

Per man-hour rate $ 52.77 /hr.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply wit the terms and conditions of the attached IFB, specifications, and special provisions for the amount(s) shown on the bid sheet. By signing below, you have read the entire document and agreed to the terms.

3-P Concrete, LLC
Name of Company

Jordan Estrada 2/26/2026
Signature of Person authorized to sign bid Date

Jordan Estrada - President
Printed Name and Title of signer

jordan.estrada@3-pconcrete.com
Email Contact of signer

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: San Marcos - CISD

Address: 1331 HWY 123, San Marcos, Texas 78666

Contact Person and Title: Richard Duvall - Construction Manager

Phone Number: 512-618-7988

Scope & Duration of Contract: Multiple Projects Consisting of Sidewalks/Paving/Flatwork

Email: richard.duvall@smcisd.net

REFERENCE TWO

Company Name: Hays CISD

Address: 21003 IH-35, Kyle, Texas 78640

Contact Person and Title: Joe Murphy - Project Manager Supervisor

Phone Number: 512-508-0990

Scope & Duration of Contract: Multiple Projects Consisting of Sidewalks/Paving/Flatwork

Email: joe.murphy@hayscisd.net

REFERENCE THREE

Company Name: City of Buda

Address: 405 E. Loop St., Bldg 100

Contact Person and Title: Blake Neffendorf - Public Works Director

Phone Number: 512-523-1079

Scope & Duration of Contract: Concrete Flatwork and Sidewalks

Email: bneffendorf@budatx.gov

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1426098

Date Filed:
02/26/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
3-P Concrete, LLC
New Braunfels, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 2026-B05
Concrete Contractor

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jordan Estrada, and my date of birth is 11/06/1992.

My address is 598 Summersweet Road, New Braunfels, TX, 78130, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 26th day of February, 2026.
(month) (year)

Jordan Estrada
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A J-P Concrete, LLC

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes (No)

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes (No)

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Jordan Estrada	Jordan Estrada	2/26/2026
Name of signatory	Signature	Date

XVII. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

None

Employee Name | Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
Vicki Dorsett	Auditor	December 2025

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title	
Vicki Dorsett	Auditor	
Name of Related Person	**Title**	**Relationship**
Jordan Estrada	President	Mother in Law

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

3-P Concrete, LLC
Name of Vendor

Jordan Estrada — President
Signature of Certifying Official — Title of Certifying Official

Jordan Estrada — 2/26/2026
Printed Name of Certifying Official — Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter 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 shareholder or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

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.

COMPANY NAME: J-P Concrete

SIGNATURE: Jordan Estrada

PRINT NAME & TITLE: Jordan Estrada President

DATE: 3/9/26

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 if 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:

COMPANY NAME: J-P Concrete

SIGNATURE: Jordan Estrada

PRINT NAME & TITLE: Jordan Estrada / President

DATE: 3/9/26

X. Hays County House Bill 89 Verification

I, Jordan Estrada (Person name), the undersigned representative of

3-P Concrete (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.*

Jordan Estrada
Signature of Company Representative

3/9/26
Date

On this 9th day of March, 2026, personally appeared Jordan Estrada, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Hailie Estrada
Notary Public in and for the State of Texas

3/9/2026
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.

J-P Concrete	3/9/2026
Company Name	Date
Jordan Estrada	Jordan Estrada
Print Name of Company Representative	Signature of Company Representative

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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.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
3.11.2026	IFB 2026-B05
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.

J-P Concrete — Company Name
3/9/26 — Date
Jordan Estrada — Print Name of Company Representative
Jordan Estrada — 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.

J-P Concrete — Company Name
3/9/26 — Date
Jordan Estrada — Print Name of Company Representative
Jordan Estrada — 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.

Stephanie Hunt — Print Name of Hays County Purchasing Representative
Stephanie Hunt — Signature of Hays County Purchasing Representative
3.11.2026 — Date
IFB 2026-B05 — 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.

3-P Concrete	3/9/26
Company Name	Date
Jordan Estrada	Jordan Estrada
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274 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.

3-P Concrete	3/9/26
Company Name	Date
Jordan Estrada	Jordan Estrada
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.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
3.11.2026	IFB 2026-B05
Date	IFB/RFP/RFQ Number

XIV. Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 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.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

3-P Concrete	3/9/26
Company Name	Date
Jordan Estrada	Jordan Estrada
Print Name of Company Representative	Signature of Company Representative

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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.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
3.11.2026	IFB 2026-B05
Date	IFB/RFP/RFQ Number

XV. 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.

J-P Concrete
Name of Firm

Jordan Estrada — President
Signature of Certifying Official — Title of Certifying Official

Jordan Estrada — 3/9/26
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 Jordan Estrada on this the day of March 9, 2026, on behalf of said Firm.

HAILIE ESTRADA NOTARY PUBLIC STATE OF TEXAS ID 13003489-9 EXP. 12-13-2026

Hailie Estrada
Notary Public in and for the State of Texas

My commission expires: 3/9/2026

XVI. 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

3-P Concrete
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Jordan Estrada
Signature of Company Official Authorizing Bid/Offer

3/9/26
Date

Jordan Estrada
Printed Name

President
Title

jordan.estrada@3-pconcrete.com
Email Address

361-771-6122
Phone

XVII. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title
None	

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
Vicki Dorsett	Auditor	December 2025

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title	
Vicki Dorsett	Auditor	
Name of Related Person	**Title**	**Relationship**
Jordan Estrada	President	Mother in Law

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

J-P Concrete, LLC
Name of Vendor

Jordan Estrada
Signature of Certifying Official

President
Title of Certifying Official

Jordan Estrada
Printed Name of Certifying Official

2/26/2026
Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter 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 shareholder or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XVIII. 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. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. 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: Jordan Estrada

Printed Name & Title: Jordan Estrada / President

Respondent's Tax ID: 92-0548653 Telephone: 361-771-6172

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.

IFB 2026-B05 Concrete Contractor
Final Bid Tabulation

Firm	Hourly Rate
3-P Concrete, LLC	$ 52.77
AgH2O Holdings, LLC	$ 159.77
Erban Construction Group, LLC	$ 76.75
Myers Concrete Construction CP	$ 64.20
TRUE Construction, LLC	$ 74.36
Unity Contractor Services, Inc.	$ 159.00
Westhill Paving, Inc.	$ 115.00

X: Zach Farnsworth 17-Mar-26

Contract Specialist Signature

X: Stephanie Hunt 17-Mar-26

Purchasing Agent Signature

RFQ 2026-Q02 Professional Engineering Services Pool
Disclosures

Conflict of Interest Questionnaire - Texas Government Code Chapter 176				
Firm Name	**Hays County Officer**	**Name of Employment/Business Relationship or Family Member**	**Title of Employment/Business Relationship or Family Member**	**Relationship**
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Freddie Alonzo	Construction Manager	Spouse
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Adamari Alonzo	Engineer Intern	Daughter
Quiddity Engineering	Commissioner Pct. 2 Dr. Michelle Cohen	Jesse Pena	QA/QC Specialist	Parent

Related Party Disclosure Form				
Firm Name	**Employee Name**	**Person Related**	**Position Held/Title**	**Relationship**
American Structurepoint, Inc.	Lon Shell	Lon Shell	Commissioner Pct. 3	Past Employee
American Structurepoint, Inc.	Jerry Borcherding	Jerry Borcherding	Transportation Director	Past Employee
BGE, Inc.	Mark Jones	Mark Jones	Commissioner Pct. 2	Past Employee
Garver, LLC	Delton Duggins	Wade Benton	Sr. Project Manager	BIL
LJA Engineering, Inc.	Jerry Borcherding	Abigail Borcherding	Graphics Coordinator	Granddaughter

X: Zach Farnsworth 17-Mar-26

Contract Specialist Signature

X: Stephanie Hunt 17-Mar-26

Purchasing Agent Signature

AGENDA ITEM REQUEST FORM: K. 23.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to award and execute a contract for IFB 2026-B01 Jacobs Well Road Curve between Hays County and Lone Star Sitework, LLC, in the amount of $931,291.65. **HAMMER/A.JONES/HUNT**

Summary:

On December 16, 2025, the Commissioners Court approved the specifications for IFB 2026-B01 Jacobs Well Road Curve and authorized purchasing to solicit bids.

Purchasing received a total of six (6) bids, with two (2) being deemed non-responsive. The following four bids were reviewed, with Lone Star Sitework, LLC being the lowest responsive bidder, and it is recommended to move forward with the contract award and execution.

Aaron Concrete Contractors LLC	$	1,322,956.90
Dean World Company, Ltd	$	1,419,780.80
Hunter Industries, Ltd	$	1,379,784.27
Lone Star Sitework, LLC	$	931,291.65

Fiscal Impact:

Amount Requested: $931,291.65
Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road and Bridge Fund
Budget Amendment Required Y/N?: No
Comments: Budgeted during the FY26 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: IFB 2026-B01 Jacobs Well Road Curve

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Road Work
New Revenue Y/N?:
Comments:

Attachments

(PE) Contract IFB 2026-B01
Construction Plans

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and **LONE STAR SITEWORK, LLC** (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. IFB 2026-B01 – CR 182(Jacobs Well Road Curve)

Article 2. Engineer of Record

The Project has been designed by FREESE AND NICHOLS, INC., who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 104 working days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES: **$931,291.65**

Nine Hundred Thirty One Thousand Two Hundred Ninety-One Dollars and Sixty-Five Cents

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers ___1____ to ___2___, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract).

HAYS COUNTY

By:_____
Ruben Becerra,
Hays County Judge

Attest_____

LONE STAR SITWORK, LLC

By: _____

Title: Managing Member

[CORPORATE SEAL]

Attest_____

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: IFB 2026-B01 CR 182 (Jacobs Well Road Curve)	Date Issued: December 19, 2025

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 January 20, 2026
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 PM on January 8, 2026.	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:	Lone Star Sitework	Name:	Cullen Harrison
Mailing Address:	PO Box 1867 Wimberley, Tx 78676	Title:	Managing Member
		Email Address:	megan@lonestarsitework.com
		Phone No.:	512-393-1582
Signature:		Date:	1-21-26
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Megan Harrison megan@lonestarsitework.com 512-994-7811		

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

VENDOR REFERENCES

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: Texas Department of Transportation

Address: 125 E 11th Street, Austin, Tx 78701

Contact Person and Title: Trevor Johnson, Inspector

Phone Number: 512-840-9374

Email: Trevor.Johnson@txdot.gov

Scope & Duration of Contract: Construct turn lanes at multiple intersections Hays fm 3237 CSJ #0805-04-03 - Wimberley, Tx $5,105,187

REFERENCE TWO

Company Name: City of Elgin, Tx

Address: 310 N. Main St. Elgin, Tx 78621

Contact Person and Title: Michael Gonzalez, PM

Phone Number: 512-748-4402

Email: michael.gonzalez@elgintexas.gov

Scope & Duration of Contract: Roy Rivers Blvd Extension - New roadway extension, curb/gutter & storm $4,009,931

REFERENCE THREE

Company Name: City of Buda

Address: 405 E. Loop St. Buda, Tx.

Contact Person and Title: Laura Bosmans, PM

Phone Number: 512-523-1025

Email: laura.bosmans@budatx.gov

Scope & Duration of Contract: Talley Loop Road Reconstruction

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Lone Star Sitework

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

No Relationship

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Cullen Harrison

Name of signatory

Signature

1-20-26

Date

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

N/A

Employee Name Title

Section B: Former Hays County Employee

N/A

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

N/A

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below: No known relationships exist with any Hays County employee

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Lone Star Sitework

Name of Vendor

Signature of Certifying Official

Managing Member

Title of Certifying Official

Cullen Harrison

Printed Name of Certifying Official

1-20-26

Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB - Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012
San Marcos, Texas 78666
512-393-2267 ● purchasing@hayscountytx.gov

December 19, 2025

ADDENDUM #1
IFB 2026-B01 Jacob's Well Road Curve

Please find attached Addendum #1 to **IFB 2026-B01 Jacob's Well Road Curve.** All questions were answered by Hays County staff.

Attached to Addendum 1:

1. Updated Pre-Bid Meeting Date
    - Original Date: January 6, 2026 @ 10:00 AM
    - Updated Date: January 7, 2026 @ 10:00 AM

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Lone Star Sitework — 1-20-26

Company Name — Date

ADDENDUM #1
IFB 2026-B01 Jacob's Well Road Curve

HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB - Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012
San Marcos, Texas 78666
512-393-2267 ● purchasing@hayscountytx.gov

January 15, 2026

ADDENDUM #2
IFB 2026-B01 Jacobs Well Road Curve

Please find attached Addendum #2 to **IFB 2026-B01 Jacobs Well Road Curve.** All questions were answered by Hays County staff, HNTB, Freese and Nichols, and TxDOT.

Attached to Addendum 2:

- Updated Bid Date
  - Original Date: January 20, 2026 at 10 AM
  - Updated Date: January 21, 2026 at 10 AM
- Questions & Answers
- Updated Document: Section 4 – Schedule of Rates and Prices
- Updated Document: Section 13 - Technical Specifications – Governing Specifications SP002-HC01L
- Updated Document: CR 182_Jacobs Well Road Curve-Bid Tabs-IFB 2026-B01-Excel Version

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Lone Star Sitework — 1-20-26

Company Name — Date

ADDENDUM #2
IFB 2026-B01 Jacobs Well Road Curve

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: Cullen Harrison

COMPANY NAME: Lone Star Sitework

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 if 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

1-20-26
Date

Hays County House Bill 89 Verification

I, Cullen Harrison (Person name), the undersigned representative of Lone Star Sitework (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.*

C Harrison
Signature of Company Representative

1/20/26
Date

On this 20 day of January, 2026, personally appeared Cullen James Harrison, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Diane Brinkman
Notary Public in and for the State of Texas

DIANE KATE BRINKMAN
Notary Public, State of Texas
Comm. Expires 12-15-2026
Notary ID 13410598-6

1/20/2026
Date

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.

Lone Star Sitework — Company Name

1-20-26 — Date

Cullen Harrison — 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.

Stephanie Hunt — Print Name of Hays County Purchasing Representative

Stephanie Hunt — Signature of Hays County Purchasing Representative

1.30.26 — Date

IFB 2026-B01 — IFB/RFP/RFQ Number

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.

Lone Star Sitework — Company Name

1-20-26 — Date

Cullen Harrison — Print Name of Company Representative

Cullen Harrison — 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.

Lone Star Sitework — Company Name

1-20-26 — Date

Cullen Harrison — Print Name of Company Representative

Cullen Harrison — 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.

Stephanie Hunt — Print Name of Hays County Purchasing Representative

Stephanie Hunt — Signature of Hays County Purchasing Representative

1-30-26 — Date

IFB 2026-801 — IFB/RFP/RFQ Number

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.

Lone Star Sitework — Company Name

1-20-26 — Date

Cullen Harrison — Print Name of Company Representative

Cullen Harrison — Signature of Company Representative

Exclusion from Chapter 2274 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.

Lone Star Sitework — Company Name

1-20-26 — Date

Cullen Harrison — Print Name of Company Representative

Cullen Harrison — 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.

Stephanie Hunt — Print Name of Hays County Purchasing Representative

Stephanie Hunt — Signature of Hays County Purchasing Representative

1-30-26 — Date

IFB 2026-B01 — IFB/RFP/RFQ Number

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Lone Star Sitework — 1-20-26
Company Name — Date

Cullen Harrison — [signature]
Print Name of Company Representative — Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 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.

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.

Stephanie Hunt — Stephanie Hunt — 1-30-26
Print Name — Signature — Date

ITB 2026-B01

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.

Lone Star Sitework
Name of Firm

Signature of Certifying Official

Owner
Title of Certifying Official

Cullen Harrison
Printed Name of Certifying Official

1/20/26
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 Cullen James Harrison on this the 20 day of ~~January~~ January 2026 on behalf of said Firm.

Diane Brinkman
Notary Public in and for the State of Texas
(if other than Texas, Write state in here N/A)

My commission expires: 12-15-26

DIANE KATE BRINKMAN
Notary Public, State of Texas
Comm. Expires 12-15-2026
Notary ID 13410596-6

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _____ Does not own taxable property in Hays County, or;

  ✓ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Lone Star Sitework
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Signature of Company Official Authorizing Bid/Offer

Cullen Harrison
Printed Name

Managing Member
Title

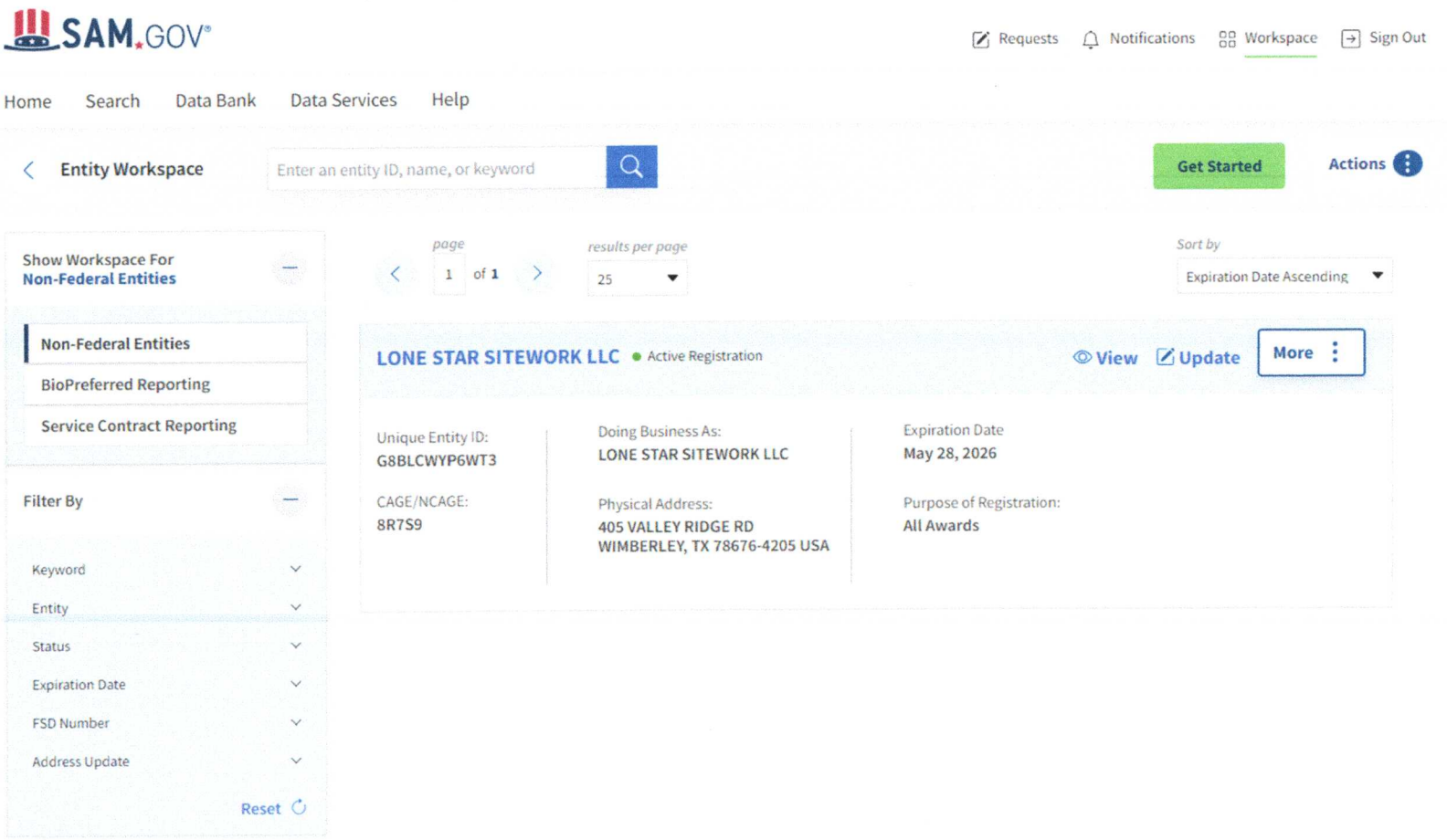
megan@lonestarsitework.com
Email Address

512-393-1582
Phone

System For Award Management
(SAM.gov)

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.

See attached


SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Entity Workspace
Enter an entity ID, name, or keyword
Get Started
Actions
Show Workspace For
Non-Federal Entities
Non-Federal Entities
BioPreferred Reporting
Service Contract Reporting
Filter By
Keyword
Entity
Status
Expiration Date
FSD Number
Address Update
Reset
page
1
of 1
results per page
25
Sort by
Expiration Date Ascending
LONE STAR SITEWORK LLC
Active Registration
View
Update
More
Unique Entity ID:
G8BLCWYP6WT3
CAGE/NCAGE:
8R7S9
Doing Business As:
LONE STAR SITEWORK LLC
Physical Address:
405 VALLEY RIDGE RD
WIMBERLEY, TX 78676-4205 USA
Expiration Date
May 28, 2026
Purpose of Registration:
All Awards

Docusign Envelope ID: 88E0C5F5-C446-4DEE-A00D-605533F16E2B

HAYS COUNTY

CR 182 (JACOBS WELL RD)

PRECINCT NUMBER 3

Hays County Project No. IFB 2026-B01

PROJECT NO: STP 2025(759)HES
CSJ 0914-33-098

NET LENGTH OF ROADWAY = 1,626.26 FT (0.308 MILES)
NET LENGTH OF BRIDGE = 0 FT (0 MILES)
NET LENGTH OF PROJECT = 1,626.26 FT (0.308 MILES)

LIMITS: FROM 0.30 MILES EAST OF MOUNT SHARP ROAD
TO 0.61 MILE EAST OF MOUNT SHARP ROAD

FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS AND REALIGNMENT OF A 2 LANE ROADWAY CONSISTING OF IMPROVING HORIZONTAL ALIGNMENT

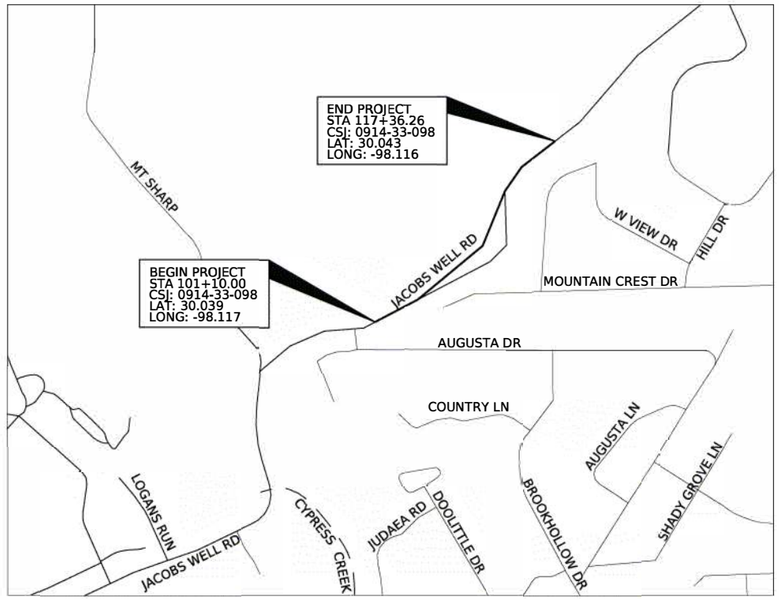
ROADWAY	CLASSIFICATION	DESIGN SPEED
CR 182	MAJOR COLLECTOR	40 MPH
	ADT (2020)	ADT (2044)
	1960	2744

100%
SUBMITTAL

SEE SHEET 2
FOR INDEX OF SHEETS

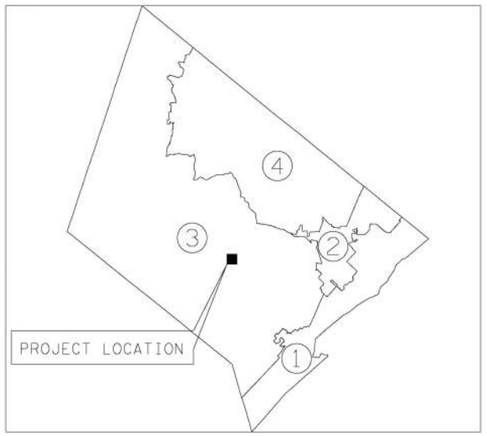
STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER
09/09/2025

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED



VICINITY MAP
N.T.S.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.)



EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: LOWER BLANCO RIVER
AREA OF DISTURBANCE: 19,384 SY/ 4.00 AC

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, SEPTEMBER 1, 2024 AND SPECIFICATION ITEMS LISTED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT:
REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, OCTOBER 23, 2023)

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS
9601 McAllister Freeway, Suite 1008
San Antonio, Texas 78216
Phone - (210) 298-3800
web - www.freese.com

PREPARED BY:
FREESE AND NICHOLS, INC. (DESIGN CONSULTANT)

BREGGER GARRISON
PROJECT MANAGER
09/09/2025
DATE

HAYS COUNTY

APPROVED BY:
Signed by: Commissioner Morgan Hammer 2025
2CE3539CFCE4410...
MORGAN HAMMER — DATE
HAYS COUNTY COMMISSIONER, PRECINCT 3

APPROVED BY:
Signed by: Aaron C Jones 12/9/2025
834AFE4F4F3B4F9...
AARON JONES — DATE
TRANSPORTATION DIRECTOR

Texas Department of Transportation

RECOMMENDED FOR LETTING: 9/25/2025
DocuSigned by: Orlando Gallegos, P.E.
AREA ENGINEER

RECOMMENDED FOR LETTING: 9/25/2025
DocuSigned by: Susana Ceballos P.E.
DISTRICT DESIGN ENGINEER

APPROVED FOR LETTING: 9/26/2025
DocuSigned by:
DISTRICT DIRECTOR OF TRANSPORTATION
PLANNING AND DEVELOPMENT

DATE TIME
DOCUMENT NAME

SHEET			SHEET DESCRIPTION
1			TITLE SHEET
2			INDEX OF SHEETS
3			PROJECT LAYOUT
4			SURVEY CONTROL SHEET
5, 5A	-	5F	GENERAL NOTES
6	-	7	TYPICAL SECTION
8	-	9	PROJECT QUANTITIES
10			QUANTITY SUMMARY

SHEET			TRAFFIC CONTROL SHEETS
11			ROAD PROJECT SIGN
12			TRAFFIC CONTROL LAYOUT
13	-	23	TRAFFIC CONTROL PLAN SHEETS
24			TRAFFIC CONTROL PLAN DRIVEWAY DETAIL

SHEET			TRAFFIC CONTROL STANDARDS
25	-	36	BC(1-12)-21
37			TCP(2-8)-23
38			WZ(RS)-22

SHEET			ROADWAY SHEETS
39			HORIZONTAL ALIGNMENT DATA
40	-	42	ROADWAY REMOVAL SHEETS
43	-	47	ROADWAY PLAN AND PROFILE
48	-	52	DRIVEWAY PLAN AND PROFILE
53			DRIVEWAY SUMMARY AND DETAIL
54	-	56	GRADING LAYOUT

SHEET			ROADWAY STANDARDS
57			TE(HMAC)-11
58			CLF-10
59	-	60	WF(1-2)-10
61			DWMB-24 (AUS)
62			CC & DID-24 (HOU)(MOD)

SHEET			DRAINAGE SHEETS
63			PROPOSED DRAINAGE AREA MAP

SHEET			DRAINAGE STANDARDS
64			SETP-PD

SHEET			TRAFFIC SHEETS
65	-	67	SIGNING & PAVEMENT MARKING
68	-	69	SIGN SUMMARY

SHEET			TRAFFIC STANDARDS
70			D & OM(1)-25
71			D & OM(2)-25
72			D & OM(3)-25
73			PM(1)-22
74			PM(2)-22
75			SMD(GEN)-08
76			SMD (SLIP1)-08
77			SMD (SLIP2)-08
78			SMD (SLIP3)-08

SHEET			ENVIRONMENTAL SHEETS
79			EPIC
80	-	81	STORM WATER POLLUTION PREVENTION PLAN
82	-	84	SWP3
85	-	87	TREE PROTECTION
88			TREE SUMMARY

SHEET			ENVIRONMENTAL STANDARDS
89			EC(1)-16
90			EC(2)-16
91			EC(3)-16
92			TPD-19(AUS)

THE STANDARD SHEETS HAVE BEEN SELECTED BY ME UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

SIGNATURE 09/09/2025 DATE

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

09/09/2025

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE NICHOLS
9601 McAllister Freeway, Suite 1008
San Antonio, Texas 78216
Phone - (210) 298-3800
web - www.freese.com

PRINT DATE	REVISION DATE
9/3/2025	

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Texas Department of Transportation

Austin District

CR182
(JACOBS WELL RD)
INDEX OF SHEETS

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	2

DATE: 9/3/2025 $TIME$
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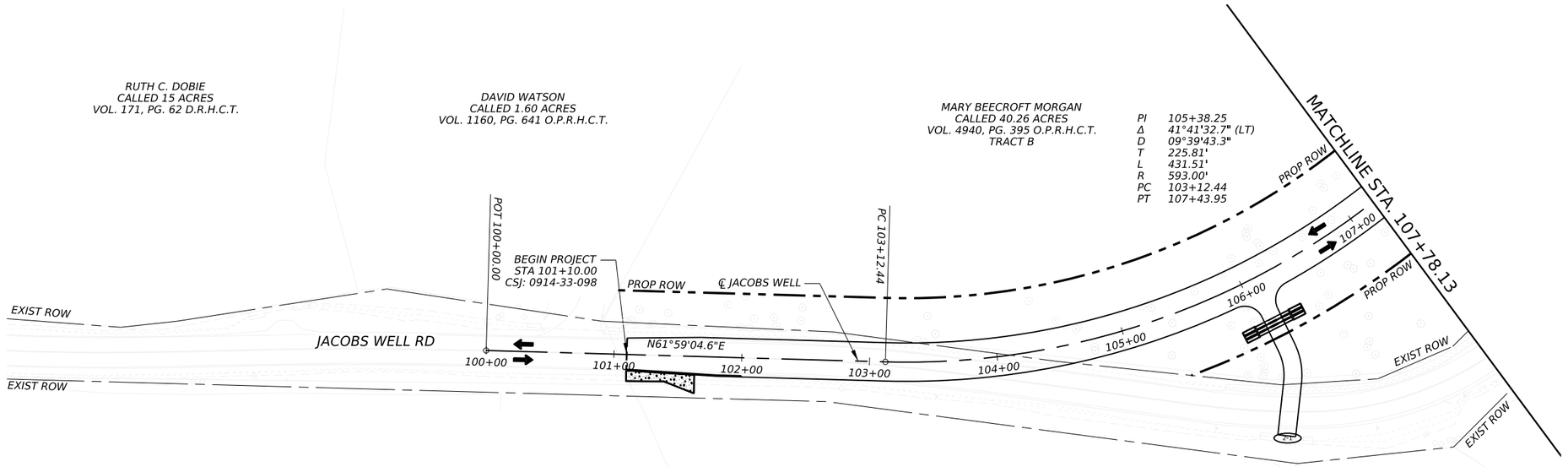

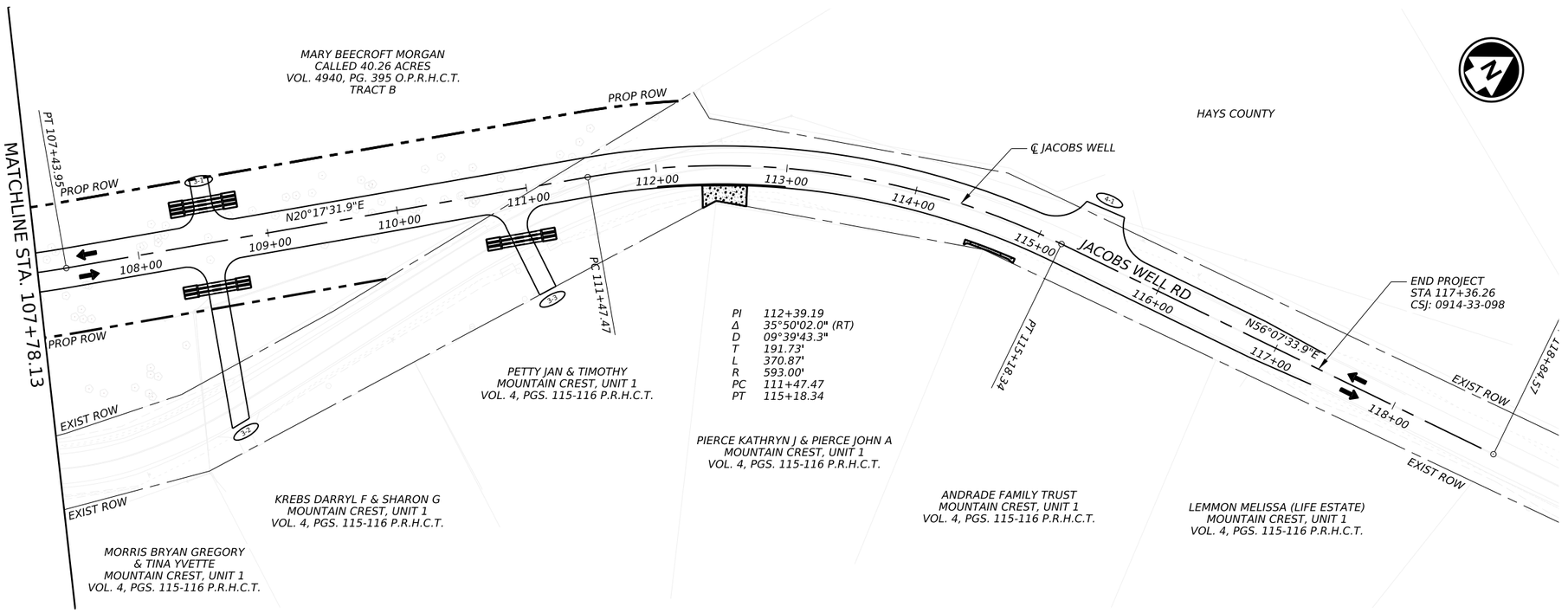

0 50 100
SCALE IN FEET

LEGEND:

- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- TRAFFIC FLOW DIRECTION

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS
9601 McAllister Freeway, Suite 1008
San Antonio, Texas 78216
Phone - (210) 298-3800
web - www.freese.com

PRINT DATE	REVISION DATE
7/25/2025	

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Austin District

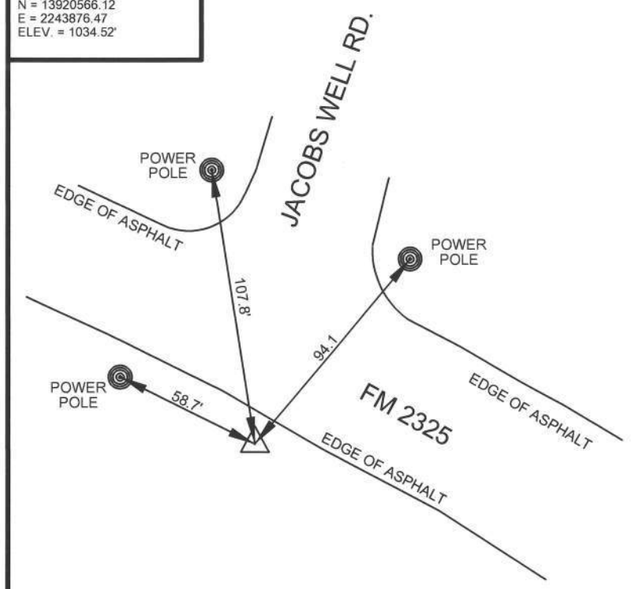
CR182
(JACOBS WELL RD)
PROJECT LAYOUT

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	3

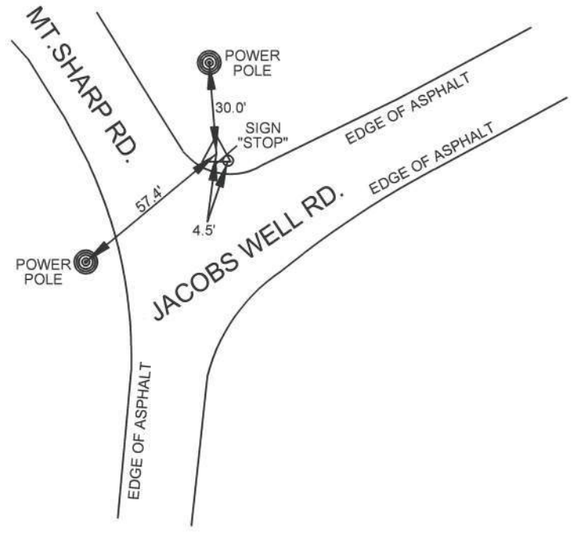
DATE: 7/25/2025 10:15:51 PM
FILE: \\freesepw11\cs02\ICS_pdf_work_dir\14517\32856_23IHAS20258-CV-GN-PROJLAY.dgn

CONTROL POINT NO. 900
1/2" IRON ROD W/RED CAP
N = 13920566.12
E = 2243876.47
ELEV. = 1034.52'



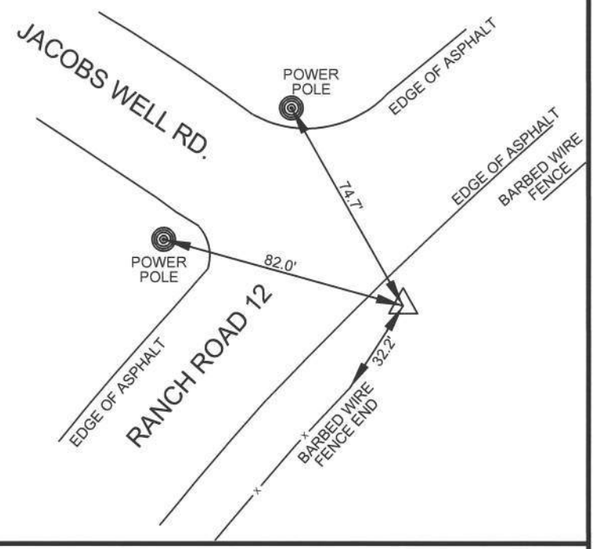
SET 1/2" IRON ROD W/RED CAP ON THE SOUTHWEST RIGHT-OF-WAY OF FM2325, ±53' SOUTH OF THE INTERSECTION WITH JACOBS WELL ROAD.

CONTROL POINT NO. 901
1/2" IRON ROD W/RED CAP
N = 13925929.00
E = 2246585.86
ELEV. = 934.51'

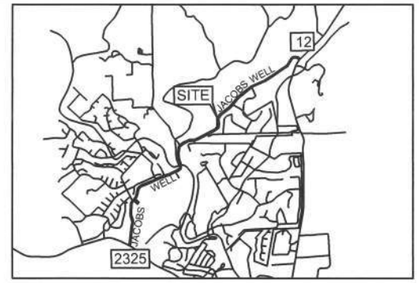


SET 1/2" IRON ROD W/RED CAP ON NORTH SIDE OF THE INTERSECTION OF JACOBS WELL ROAD AND MT. SHARP ROAD, ±33' NORTH OF THE INTERSECTION OF JACOBS WELL ROAD AND MT. SHARP ROAD.

CONTROL POINT NO. 902
1/2" IRON ROD W/RED CAP
N = 13930382.74
E = 2252980.07
ELEV. = 1070.80'



SET 1/2" IRON ROD W/RED CAP ON THE SOUTHEAST RIGHT-OF-WAY OF RANCH ROAD 12, ±37' SOUTHEAST OF THE INTERSECTION WITH JACOBS WELL ROAD.



VICINITY MAP
N.T.S.

NOT TO SCALE

GENERAL NOTES:

1. THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE (4204), AS ESTABLISHED BY GPS OBSERVATIONS.
2. VERTICAL CONTROL IS REFERENCED TO NAVD 88, GEOID 18, AS ESTABLISHED BY GPS OBSERVATION AND IS BASED ON CONTROL POINT NO. 900 AS BEING THE PRIMARY BENCHMARK WITH DIFFERENTIAL LEVELING USED TO ESTABLISH ELEVATIONS ON ALL OTHER CONTROL AND BENCHMARKS.
3. COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED BY MULTIPLYING NAD 83 GRID COORDINATES BY THE SURFACE ADJUSTMENT FACTOR OF 1.00010.

5/21/2020

STATE OF TEXAS
REGISTERED
KEITH C. KEPPLER
6271
PROFESSIONAL
LAND SURVEYOR

MAESTAS
8122 DATAPOINT DR., STE. 840
SAN ANTONIO, TX 78229
(210) 366-1988
TBPE No.: F-333 TBPLS No.: 10194506

HAYS COUNTY
CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT

PRIMARY CONTROL SHEET
JACOBS WELL ROAD AREA IMPROVEMENTS

SHEET 1 OF 1

PROJECT NO.: M139		DATE: 05/21/2020
DRWN BY: JAE	CHKD BY: KCK	SHEET NO.: 1 OF 1

GENERAL NOTES: Version: August 18, 2025

Item	Description	**Rate
**204	**Sprinkling** (Dust) (Item 132) (Item 247)	 30 GAL/CY 30 GAL/CY 30 GAL/CY
247	**Flexible Base (CMP IN PLC)**	132 LB/CF
310	**Prime Coat**	0.20 GAL/SY
341, 344	**Dense-Graded Hot-Mix Asphalt and Superpave**	110 LB/SY/IN
	Tack Coat	0.08 GAL/SY

** For Informational Purposes Only

The following standard detail sheet or sheets have been modified:

Modified Standards

N/A

GENERAL
Contractor questions and requests for documents on this project are to be addressed to the following individual(s):
Hays County Purchasing Department purchasing@hayscountytx.gov

Bid information, including plans, specifications and bidding documents for pre-qualified bidders and interested non-bidders may be secured from the websites:

City of San Marcos E-Procurement: https://sanmarcostx.gov/bids.aspx
BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty
Texas Comptroller: http://www.txsmartbuy.com/

All contractor questions will be reviewed by the County and its representatives. Once a response is developed, it will be posted to websites above.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

County: HAYS
Highway: CR182 (JACOBS WELL RD)
Sheet: 5
Control: 0914-33-098

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Keep the roadway free of debris and sediment caused by construction activities. Dispose of all material in accordance with federal, state, and local regulations. This work is subsidiary.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

ITEM 5 – CONTROL OF THE WORK

Place construction stakes at intervals of no more than 100 ft. This work is subsidiary.

Precast Alternate Proposals.
When a precast or cast-in-place concrete element is included in the plans, a precast concrete alternate may be submitted in accordance with "Standard Operating Procedure for Alternate Precast Proposal Submission" found online at https://ftp.txdot.gov/pub/txdot-info/brg/design/alternate-precast-proposal-submission.pdf. Acceptance or denial of an alternate is at the sole discretion of the County and its representatives. Impacts to the project schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

Thermoplastic Pipe Alternate Proposals
When a reinforced concrete or corrugated metal pipe is included in the plans, a thermoplastic polypropylene pipe alternate may be submitted in a 2-phase process. Acceptance or denial of an alternate is at the sole discretion of the County and its representatives. Impacts to the project

schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

Phase 1 submit an official request to the County and its representatives with a summary of proposed locations, max depth of placement for each location, cover depth, and pipe diameters. County and its representatives' goal is to review and respond within 10 days. Phase 1 approval does not guarantee Phase 2 approval.

Phase 2 submit the following documents with all documents signed and sealed by a licensed Engineer in the state of Texas. 1-Provide a redline or revised set of drainage plans reflecting the revised locations. 2-Provide certification that the use of the alternate pipe and proposed bedding are adequate for the proposed application, depth, etc. 3-Provide a completed thermoplastic pipe installation drawing using the following,

https://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/bridge-e.htm

For all uses of thermoplastic pipe as an alternate, furnish, install, and inspect the thermoplastic pipe in accordance with Item 468 or latest thermoplastic pipe special specification at time of letting. Minimum values, such as cover depth, required by the specification, installation drawing, etc. will not be waived. Use granular backfill unless flowable fill or CSB is required by the alternate design. Backfill locations shown in the bid plans using flowable fill or CSB must use the backfill per the bid plans.

Electronic Shop Drawing Submittals.
Submit electronic shop drawing submittals according to the current Guide to Electronic Shop Drawing Submittal to the County and its representatives for processing. Contractor to adhere to the standard operating procedures for Shop Drawing Submittals described in the following website from TxDOT.gov.

https://www.txdot.gov/business/resources/highway/bridge/shop-drawing-submittal-cycle.html

(TxDOT.gov Business > Project development resources > Highway improvement project resources > Bridge design, construction, maintenance, inspection, and management > Shop drawing submittal cycle). Pre-approved producers can be found online at TxDOT.gov Business > Project development resources > Materials - Material Producer List.

Utilities.
Contractor shall notify all utility companies prior to construction determine the location of existing utilities. Prior to commencing excavation activities, the contractor will contact Texas 811.

The existence and location of underground utilities indicated on the plans are taken from available records and are not guaranteed but shall be investigated and verified by the contractor before starting work. The contractor shall be held responsible for any damage to and for the maintenance and protection of the existing utilities even if they are not shown in the plans. Location and depth of existing utilities shown here are approximate only. Actual locations and depths must be verified

County: HAYS
Highway: CR182 (JACOBS WELL RD)
Sheet: 5A
Control: 0914-33-098

by the contractor prior to construction, and the contractor shall be responsible for protection of utilities during construction.

Alignment and Profile.
Unless shown in the plans, profile and alignment data for roadways being overlaid or widened are for design verification only. Provide survey and construct the roadway in accordance with the typical section. Bid items and data may be provided to adjust cross slope and super elevations.

ITEM 6 - CONTROL OF MATERIALS
Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

The Buy America Material Classification Sheet for clarification on material categorization is located at the following link: https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html

Storage of Material Near Structures
Do not store equipment or flammable material within 100 ft. of bridges, culverts, or near their openings (portals). Flammable materials include all material that is not metal or aluminum.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES
Roadway closures during key dates, significant traffic generators, and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits. Staging shall be limited to existing and proposed ROW and only within the area already determined to be disturbed.

Use caution near PEC pole and utility down guys. When working within 2' of pole or anchors, please contact PEC representative, Allen Kristof, at (800) 868-4791, Ext. 7580 to coordinate any protect in place measures.

When any abandoned well is encountered, cease construction operations in this area and notify the County and its representatives who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed

until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

PSL in Edwards Aquifer Recharge and Contributing Zone.
Obtain written approval from the County and its representatives for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL. The County and its representatives will coordinate with the necessary agencies. Approval of the PSL is not guaranteed. Un approved PSL is not a compensable impact.

Work within a USACE Jurisdictional Area.
Do not initiate activities within a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Obtain written approval from the County and its representatives for activities not specifically addressed in the plans. Provide a signed sketch and description of the location 60 business days prior to begin work at the location. Complete and return any forms provided by County and its representatives. Approval of the work is not guaranteed. Un approved work is not a compensable impact.

Prior to begin construction, install construction fence, silt fence, rock filter dam, or other temporary barrier from ROW to ROW at a distance 25 feet from the OHWL. This barrier is used to deter construction equipment and personnel from accessing the waterway. Use items that exist in the plans to create the barrier. If items do not exist, payment will be paid using force account in accordance with Item 9.7, “Payment for Extra Work and Force Account Method.” Sections of the barrier may be removed and replaced to access the work shown on the plans. Upon completion of the work located within the barrier, the barrier must be restored ROW to ROW and remain until the project is complete.

Birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to the County and its representatives 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the County and its representatives to determine how to proceed.

Tree and Brush Trimming and Removal.

County: HAYS
Highway: CR182 (JACOBS WELL RD)
Sheet: 5B
Control: 0914-33-098

Work will be conducted September 16 thru February 28. Work conducted outside this timeframe will require a bird survey. Submit a survey request to the County and its representatives 30 business days prior to begin work.

If within the removal time period, removal work may be conducted during delayed start period using proper traffic control per TCP standards.

Upon begin removal operations, all removal work for the project must be completed within 21 calendar days. Completion of removal includes removing from ROW or mulching of all debris.

No extension of time or compensation will be granted for a delay or suspension due to the above bird, bat, and tree/brush requirements.

Law Enforcement Personnel.
Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer’s agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.
No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of $85 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or “show up” fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual “show up” time to the event site due to cancellation will be on a case-by-case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the County and its representatives or pre-determined by official policy of the officer’s governing authority.

Illumination Exterior/Outdoor assemblies for PSL and Field Office
Illumination must use County approved roadway illumination assemblies or a light with a IESNA TM-15-11 BUG rating with an up light value of U0.

Back Up Alarm.
For hours 9 PM to 5 AM, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hotmix or seal coat operations. This is subsidiary.

ITEM 8 – PROSECUTION AND PROGRESS

The sequence of work shown on the plans demonstrates a volume of work available in each phase of construction that will ensure the Contractor is not impacted by the unclear ROW, railroad, and utilities. Work in concurrent phases or a deviation from the sequence of work shown on the plans must be approved by the County and its representatives.

A CPM schedule in Primavera format and a PSSR is required. Use software fully compatible with Primavera P6. Provide schedule in pdf and format native to Primavera P6 program.

ITEM 100 - PREPARING RIGHT OF WAY
Prep ROW must not begin until accessible trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed in accessible areas.

Backfill material will be Type B Embankment using ordinary compaction.

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush.

Unless shown otherwise in the plans or a designated non-mow area, perform trimming or removal for areas within 30 ft. of edge of pavement under construction. Trim or remove to provide minimum of 5 ft. of horizontal clearance and 7 ft. of vertical clearance for the following: sidewalks, paths, guard fence, rails, signs, object markers, and structures. Trim to provide a minimum of 14 ft. vertical clearance under all trees. This work is subsidiary.

ITEM 105 – REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
Existing typical is based on information available. This typical may not account for all maintenance work such as overlays or pavement repairs. A change in material type or thickness does not warrant additional payment. Payment is full compensation for removing all material to the depth specified.

ITEM 110 – EXCAVATION
The County and its representatives will define unsuitable material.
ITEM 132 – ALL EMBANKMENT
The County and its representatives will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4.,

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"Compaction Methods." The material will not be placed vertically within 5 ft. of the finished subgrade elevation.

Embankment placed vertically within 5 ft. of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium-based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

ITEM 160 - TOPSOIL
Off-site topsoil will have a minimum PI of 25.

No Sandy Loam allowed.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

Construct topsoil stockpiles of no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way, as directed.

Seed or track slopes within 14 days of placement.

Salvage topsoil from sites of excavation and embankment. Maximum salvage depth is 6 inches.

Windrowing of topsoil obtained from the Right of Way (ROW) is not allowed.

ITEM 164 – SEEDING FOR EROSION CONTROL
Hydro mulch seeding will be allowed as a substitute for drill seeding if placed October 1 thru January 31. It may only be substituted in areas with a slope less than 1 in. vertical to 12 in. horizontal. It may not be used in the bottom of a ditch or channel. Payment will be made using the existing drill seed item.

ITEM 168 – VEGETATIVE WATERING
Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the County and its representatives, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 169 – SOIL RETENTION BLANKETS
Type A blankets containing straw fibers are not allowed. Type B and D blankets shall be a spray type blanket.

ITEM 247 - FLEXIBLE BASE
The layer thickness will be 4 in. to 6 in. unless shown on the plans. Placing in a single layer is allowed when total thickness of base is 8 in. or less. When placed in multiple layers, compact the bottom and middle layers to at least 95% and 98% of the maximum dry density, respectively. When placed in a single layer or the final layer, compact to at least 100%.

Correction of subgrade soft spots is subsidiary.

Complete per plans the subgrade, ditches, slopes, and drainage structures prior to the placement of base.

Do not use a vibratory roller to compact base placed directly on top of a drainage structure.

Grade 4 will have the same material requirements as Grade 5 except minimum compressive strength at lateral pressure 3 psi will be 70 psi and at lateral pressure 15 psi will be 150 psi. Grade 4 does not have a minimum compressive strength at lateral pressure 0 psi.

ITEM 300s – SURFACE COURSES AND PAVEMENTS
For seal coat applications: Asphalt cements, cutback, performance-graded asphalt season is May 1 thru September 15. Emulsified asphalt season is April 1 thru October 15.

The latest work start date for asphalt season is August 1 when a date is required per special provision to Item 8.1.

ITEM 310 – PRIME COAT
Apply blotter material to all driveways and intersections. This work is subsidiary.

When Multi Option is allowed, provide MC 30, EC 30 or AE-P.

Rolling to ensure penetration is required.

ITEMS 341 THRU 348 - HOT-MIX ASPHALT PAVEMENT

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Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Remove and dispose of off the ROW the audible/profile markings, reflectorized markings, and raised markers.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.
Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar.
Provide a minimum transition of 10-ft for intersections, 10-ft for commercial driveways, and 6-ft for residential driveways unless otherwise shown on the plans.
Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire sublot if the irregularities are greater than 40% of the sublot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm except for SMA with HPG or PG 76.

ITEMS 341 - DENSE-GRADED HOT-MIX ASPHALT

Design all Type D mixtures as a surface mix, maximum 15% RAP, and without RAS.

For all mix types, contractor may not use a substitute PG binder for 76-22. When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The County and its representatives may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

ITEM 432 - RIPRAP
Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans.

ITEM 467 - SAFETY END TREATMENT
Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.

For all Type II SETs, provide riprap apron shown in the cast-in-place standards and precast riprap detail standard. This work is subsidiary.
Cast-in-place or precast will be allowed unless stated otherwise.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1 (Mobile Operations)

Roadway	Allowable Sun Night thru Fri Noon	Allowable Sat thru Sun Morn
Outside Austin City Limits	9 A to 3 P and 7 P to 7 A	6 P to 11 A

Cover, relocate, or remove existing small, large, and overhead signs that conflict with traffic control. Cover large and overhead signs to remain using latest standard TS-CD. This work is subsidiary.

Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the County and its representatives and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews

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on the project. The County and its representatives may choose to use existing bid items if it does not slow the implementation of enhancement.

ITEM 503 – PORTABLE CHANGEABLE MESSAGE SIGN
Place PCMS 10 calendar days prior to begin work stating "Road Work Begin Soon, Contact 832-7000 For Info".

ITEM 505 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR
The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.
TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS
Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Erosion control measures must be initiated immediately in areas where construction activities have ceased and will not resume for a period exceeding 14 calendar days. Vertical track all exposed soil, stockpiles, and slopes. Re-track after each rain event or every 14 days, whichever occurs first. Sheep foot roller is allowed for vertical tracking. This work is subsidiary.

Unless a specific pay item is provided in the plans, the installation of the 6:1 or flatter for RFD side slopes in the safety zone will be subsidiary to pertinent bid items.

Cover small waste containers (100 gallons or less) at all times. This work is subsidiary. Large waste containers (more than 100 gallons) must have a secondary discharge containment system around the container using erosion control logs. Installation of the log for each container location will be paid using existing bid items. Repair, remove, or replace of the log will not be paid. Revisions, repairs, remove or replace of the log during exchange of empty/full containers at the same location will not be paid.

Portable restrooms must be located more than 50 ft. from a waterway. Tie or stake down portable restrooms to prevent tipping due to vandalism or weather. This work is subsidiary.

Provide a designated location for disposal when excess and waste, including waste generated from cleaning of all equipment used for mixing, hauling, and transfer concrete is disposed in the ROW or PSL. Manufactured disposal containers must be metal or a plastic material with minimum 10 mil thickness. Paper, earthen berms, or pits must be lined with minimum 10 mill thickness polyethylene sheeting. Disposal locations must be located a minimum of 50 ft. from a waterway, tree, or sensitive feature. The disposal location must have a minimum height of 6 in. Maintain a

minimum 4 in. of freeboard at all times. Disposal locations are not required for cleaning of small hand tools. Hardened concrete waste may be used as embankment if placed in accordance with Item 132.

Dust Control
Stockpiles that will be inactive for greater than 14 days must be treated to contain dust by covering with chemical dust suppressant, soil blanket, vertical tracking, or method other than sprinkling with water. Stockpiles that are actively being used must be treated to contain dust by vertical tracking or a method determined by the Contractor. This work is subsidiary.

Provide designated construction traffic routes when feasible. Construction site traffic must be directed to use designated routes.

ITEMS 528, 529, 530, 531, & 536 – MISCELLANEOUS CONSTRUCTION
Reinforcement will be in accordance with Section 432.3.1 unless shown on the plans. Fiber reinforcement is not allowed. GFRP is allowed reinforcement for all applications. Class A and B Concrete are allowed to use Coarse Aggregate Grades 1-8.

Unless shown on the plans, all concrete will be 5 in. thick and have 2 in. sand, base, or RAP bedding. Furnish base meeting the requirement for any type or grade in accordance with Item 247. Compressive strengths for flexible base are waived. RAP must be 100% passing a 1 in. sieve. Bedding and flexible base must be placed using ordinary compaction.

Expansion joints will be placed every 40 ft. Expansion joints must be 1 in. wide asphalt board and flush with the surface. The bottom of the asphalt board will be at half the depth of the concrete. The reinforcement will be continuous thru the expansion joint.

If roots are encountered verify with the County and its representatives before accommodating or removing 2 in. diameter or larger roots. Root removal must be in accordance with Section 752.4.2. Roots may remain in the bedding or base. For improvements within 6 in. of a root, the concrete thickness may be reduced by 1 in. and the bedding increased by 1 in. to minimize impacts to the roots. Adjust bedding and surface profile to provide a 1 in. bedding cushion around the roots. The surface profile may be adjusted to the extent allowed by ADA. This work is subsidiary.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
Notify property owners at least 48 hr. before beginning work on their driveway. Use a means and methods to construct the driveway while maintaining access to the property at all times. Full closure of a driveway is allowed for reconstruction if duration and alternate access are approved by the County and its representatives. Install and maintain material across a work zone as temporary access. This work is subsidiary.

Unless otherwise shown on the plans, use the AUS District Driveway and Mailbox Turnout standard found at www.txdot.gov/about/districts/austin-district/district-standards.html.

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ITEMS 600s & 6000s – ITS, TOLLING, LIGHTING, SIGNING, MARKINGS, AND SIGNALS

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES
Triangular slip base must be the clamp style to secure the post to the slip base. Set screw style slip base will not be allowed.

ITEM 662 - WORK ZONE PAVEMENT MARKINGS
Notify the County at least 24 hours in advance of work for this item.

Broken line markings must use solid line markings in lane shifts.

Maintain removable and short-term markings daily. Remove within 48 hours after permanent striping has been completed.

Item 668 is not allowed for use as Item 662.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS
Notify the County and its representatives at least 24 hr. before beginning work.

All projects, including resurfacing, must increase center-to-center width for center line markings to 18 in. unless the plans or existing is greater than 18 in.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

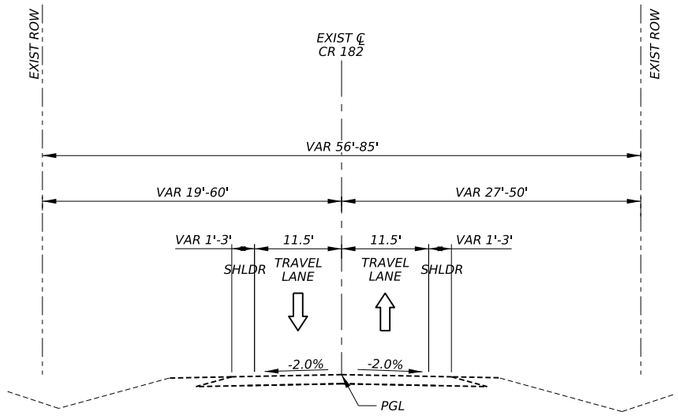
When using black shadow to cover existing stripe apply a non-retroreflective angular abrasive bead drop. The marking color shall be adjusted to resemble the pavement color. If Item 677 is not used prior to placement of black shadow, scrape the top of the marking with a blade or large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

ITEM 752 – TREE AND BRUSH REMOVAL
Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush even if Item 752 is not included as a pay item.

Flailing equipment is not allowed. Burning brush is not allowed in urban areas or on ROW. Use hand methods or other means of removal if doing work by mechanical methods is impractical.

Prior to begin tree pruning, send email confirmation to the County and its representatives that training and demonstration of work methods has been provided to the employees. This work is subsidiary.

Shredded vegetation may be blended, at a rate not to exceed 15 percent by volume, with Item 160 if the maximum dimension is not greater than 2 in.



EXISTING CR 182 (JACOBS WELL RD)

NTS

09/09/2025

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS, INC.
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CR182
(JACOBS WELL RD)
EXISTING
TYPICAL SECTIONS

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	6

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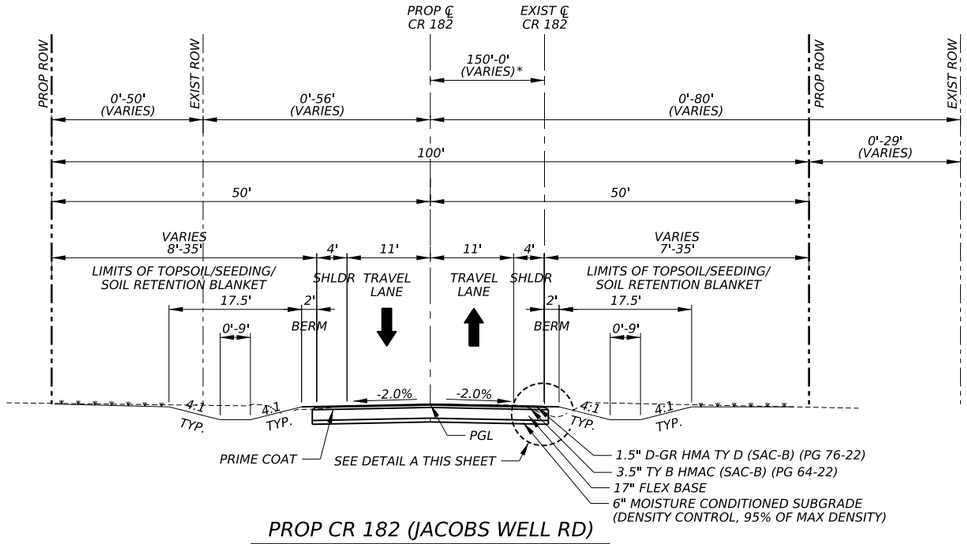
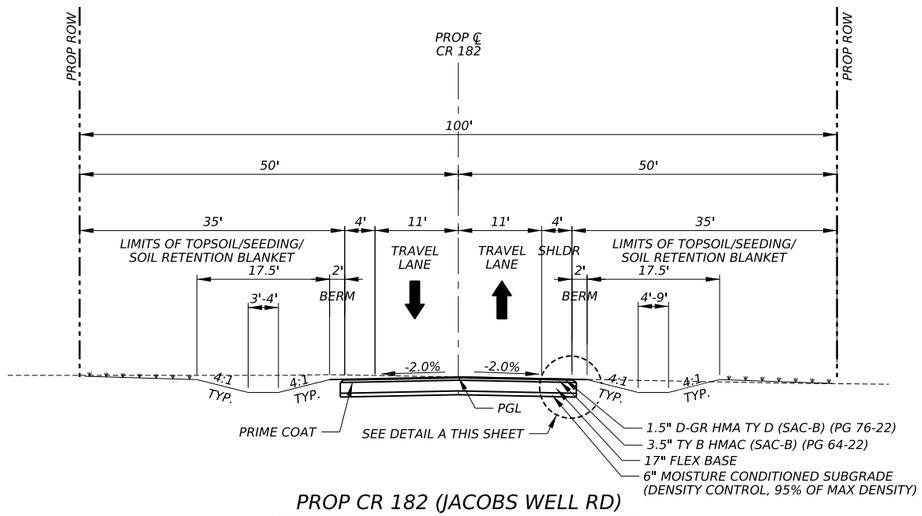
LIMITS OF PROP ROW:

STA 101+02.00 O/S 50' LT TO STA 105+39.00 O/S 50' LT
STA 109+83.00 O/S 50' LT TO STA 112+22.00 O/S 50' LT



PROP CR 182 (JACOBS WELL RD)

BEGIN TO STA 105+39.00
STA 109+83.00 TO END
NTS

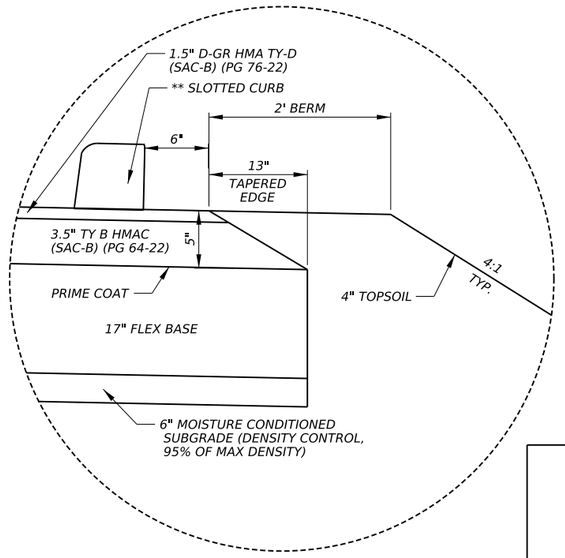


PROP CR 182 (JACOBS WELL RD)

STA 105+39.00 TO STA 109+83.00
NTS

* APPROXIMATE REALIGNMENT LIMITS OF CR182 ARE FROM STA 103+00.00 TO STA 115+00.00

**SLOTTED CURB LIMITS ARE FROM BEGIN TO STA 102+00, STA 112+00 TO STA 113+00 - SEE ROADWAY P&P AND STANDARD DETAILS FOR ADDITIONAL INFORMATION



DETAIL A

NOTES:

1. REFER TO PROP ℄ CR 182 (JACOBS WELL RD) FOR BASELINE FOR THIS PROJECT. SEE HORIZONTAL ALIGNMENT DATA SHEET.

2. SEE GEOTECHNICAL ENGINEERING REPORT PREPARED BY TTL, INC., DATED 2/1/2021, FOR FINDINGS OF FIELD EXPLORATION/SUBSURFACE INVESTIGATIONS AND PAVEMENT DESIGN RECOMMENDATIONS.

3. DITCH SIDE SLOPES AND BOTTOM WIDTHS VARY. SEE GRADING LAYOUT AND CROSS SECTIONS FOR ADDITIONAL INFO.

09/09/2025

STATE OF TEXAS
BREGGER A. GARRISON
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CR182
(JACOBS WELL RD)
PROPOSED
TYPICAL SECTIONS

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS

CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	7

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CONTROLLING PROJECT ID 0914-33-098 **DISTRICT** Austin **COUNTY** Hays
HIGHWAY JACOBS WELL RD

						TOTAL EST.	TOTAL FINAL
		CONTROL SECTION JOB		**0914-33-098**			
		PROJECT ID		**A00184599**			
		COUNTY		**Hays**			
		HIGHWAY		**JACOBS WELL RD**			
ALT	**BID CODE**	**DESCRIPTION**	**UNIT**	EST.	FINAL		
	100-7002	PREPARING ROW	STA	16.260		16.260	
	104-7046	REMOV CONC (MISC)	SY	316.000		316.000	
	105-7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	SY	198.000		198.000	
	105-7030	RMV (10") TRT/UNTRT BASE & ASPH PAV	SY	2,534.000		2,534.000	
	106-7002	OBLITERATING ABANDONED ROAD	SY	2,541.000		2,541.000	
	110-7001	EXCAV (ROADWAY)	CY	8,299.000		8,299.000	
	132-7003	EMBANK (FNL)(OC)(TY B)	CY	80.000		80.000	
	160-7002	FURN & PLACE TOPSOIL (4")	SY	12,345.000		12,345.000	
	164-7001	BROADCAST SEED (PERM_RURAL_SAND)	SY	12,260.000		12,260.000	
	164-7005	BROADCAST SEED (TEMP_WARM)	SY	6,130.000		6,130.000	
	164-7006	BROADCAST SEED (TEMP_COOL)	SY	6,130.000		6,130.000	
	168-7001	VEGETATIVE WATERING	TGL	135.000		135.000	
	169-7043	SOIL RETENTION BLANKETS (CL 1) (TY B)	SY	12,260.000		12,260.000	
	247-7013	FL BS (CMP IN PLC)(TY D GR 1-2)	TON	4,869.000		4,869.000	
	310-7013	PRIME COAT(MC-30 OR AE-P)	GAL	811.000		811.000	
	341-7002	D-GR HMA TY-B SAC-B PG64-22	TON	1,106.000		1,106.000	
	341-7058	D-GR HMA TY-D SAC-B PG76-22	TON	472.000		472.000	
	432-7001	RIPRAP (CONC)(4 IN)	CY	13.000		13.000	
	464-7005	RC PIPE (CL III)(24 IN)	LF	383.000		383.000	
	467-7328	SET (TY II) (24 IN) (RCP) (6: 1) (P)	EA	26.000		26.000	
	500-7001	MOBILIZATION	LS	1.000		1.000	
	502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6.000		6.000	
	503-7002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2.000		2.000	
	505-7001	TMA (STATIONARY)	DAY	180.000		180.000	
	506-7001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	235.000		235.000	
	506-7011	ROCK FILTER DAMS (REMOVE)	LF	235.000		235.000	
	506-7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	54.000		54.000	
	506-7024	CONSTRUCTION EXITS (REMOVE)	SY	54.000		54.000	
	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,287.000		3,287.000	
	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,287.000		3,287.000	
	510-7003	ONE-WAY TRAF CONT (PORT TRAF SIG)	MO	4.000		4.000	
	529-7013	CONC CURB (SLOTTED)	LF	190.000		190.000	
	530-7010	DRIVEWAYS (ACP)	SY	700.000		700.000	
	552-7011	WIRE FENCE (REMOVE)	LF	803.000		803.000	
	644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	19.000		19.000	

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CR182
(JACOBS WELL RD)
PROJECT QUANTITIES

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	**DISTRICT**	**COUNTY**
TEXAS	AUS	HAYS
CONTROL	**SECTION**	**JOB** / **SHEET NO.**
0914	33	098 / 8

CONTROLLING PROJECT ID 0914-33-098 **DISTRICT** Austin **COUNTY** Hays
HIGHWAY JACOBS WELL RD

						TOTAL EST.	TOTAL FINAL
		CONTROL SECTION JOB		**0914-33-098**			
		PROJECT ID		**A00184599**			
		COUNTY		**Hays**			
		HIGHWAY		**JACOBS WELL RD**			
ALT	**BID CODE**	**DESCRIPTION**	**UNIT**	EST.	FINAL		
	644-7073	REMOVE SM RD SN SUP&AM	EA	8.000		8.000	
	662-7068	WK ZN PAV MRK REMOV (W)6"(SLD)	LF	4,114.000		4,114.000	
	662-7077	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	44.000		44.000	
	662-7100	WK ZN PAV MRK REMOV (Y)6"(SLD)	LF	3,357.000		3,357.000	
	666-7309	ALL-WTHER PM TY I (W)6"(SLD)(100MIL)	LF	3,253.000		3,253.000	
	666-7315	ALL-WTHER PM TY I (Y)6"(SLD)(100MIL)	LF	3,253.000		3,253.000	
	666-7347	PAVEMENT SLER 6"	LF	6,506.000		6,506.000	
	672-7004	REFL PAV MRKR TY II-A-A	EA	41.000		41.000	
	18	SAFETY CONTINGENCY: CONTRACTOR FORCE ACCOUNT WORK (PART)	LS				
		ENVIRONMENTAL: CONTRACTOR FORCE ACCOUNT WORK (PART)	LS				

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CR182 (JACOBS WELL RD) PROJECT QUANTITIES

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 9

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DW

SUMMARY OF WORKZONE TRAFFIC CONTROL ITEMS

LOCATION	500 7001 MOBILIZATION	502 7001 BARRICADES, SIGNS AND TRAFFIC HANDLING	503 7002 PORTABLE CHANGEABLE MESSAGE SIGN	505 7001 TMA (STATIONARY)	510 7003 ONE-WAY TRAF CONT (PORT TRAF SIG)*	506 7020 CONSTRUCTION EXITS (INSTALL) (TY 1)	506 7024 CONSTRUCTION EXITS (REMOVE)	662 7068 WK ZN PAV MRK REMOV (W)6"(SLD)	662 7077 WK ZN PAV MRK REMOV (W)24"(SLD)	662 7100 WK ZN PAV MRK REMOV (Y)6"(SLD)
	LS	MO	EA	DAY	MO	SY	SY	LF	LF	LF
PHASE 1										
BEGIN TO 105+00			1							
105+00 TO 109+50										
109+50 TO 118+50										
118+50 TO END			1							
PHASE 2										
BEGIN TO 105+00					1	54	54	733	11	406
105+00 TO 109+50								536		536
109+50 TO 118+50					1			985		797
118+50 TO END								36	11	
PHASE 3										
BEGIN TO 105+00					1			486	11	386
105+00 TO 109+50								444		444
109+50 TO 118+50								894		788
118+50 TO END					1				11	
PHASE 4										
BEGIN TO 105+00										
105+00 TO 109+50										
109+50 TO 118+50										
118+50 TO END										
PROJECT TOTALS	**1**	**6**	**2**	**180**	**4**	**54**	**54**	**4114**	**44**	**3357**

* THIS ITEM IS PAID FOR BY MONTH. NUMBER OF SIGNAL UNITS IS QUANTIFIED HERE FOR CONTRACTOR'S INFORMATION.

SUMMARY OF ROADWAY ITEMS

LOCATION	100 7002 PREPARING ROW	110 7001 EXCAV (ROADWAY)	132 7003 EMBANK (FNL)(OC) (TY B)	160 7002 FURN & PLACE TOPSOIL (4")	247 7013 FL BS (CMP IN PLC)(TY D GR 1-2)	310 7013 PRIME COAT(MC-30 OR AE-P)	341 7002 D-GR HMA TY-B SAC-B PG64-22	341 7058 D-GR HMA TY-D SAC-B PG76-22	432 7001 RIPRAP (CONC)(4 IN)	464 7005 RC PIPE (CL III)(24 IN)	467 7328 SET (TY II) (24 IN) (RCP) (6: 1) (P)	529 7013 CONC CURB (SLOTTED)	530 7010* DRIVEWAYS (ACP)
	STA	CY	CY	SY	TON	GAL	TON	TON	CY	LF	EA	LF	SY
BEGIN TO 102+50	1.4	554	27	761	408	68	93	39	6			90	
102+50 TO 107+00	4.5	3372	11	4460	1353	225	307	131		87	6		190
107+00 TO 111+50	4.5	2377	1	5054	1354	225	307	132		296	20		388
111+50 TO 116+00	4.5	1565	33	1666	1354	225	307	131	7			100	122
116+00 TO END	1.36	431	8	404	400	68	92	39					
PROJECT TOTALS	**16.26**	**8299**	**80**	**12345**	**4869**	**811**	**1106**	**472**	**13**	**383**	**26**	**190**	**700**

* PAYMENT FOR ITEM 530 7010 INCLUDES PAVEMENT AND BASE MATERIALS, AS SHOWN ON TCP DRIVEWAY DETAIL SHEET.

SUMMARY OF REMOVAL ITEMS

LOCATION	104 7046 REMOVING CONC (MISC)	105 7026 RMV (6") TRT/UNTRT BASE & ASPH PAV	105 7030 RMV (10") TRT/UNTRT BASE & ASPH PAV	106 7002 OBLITERATING ABANDONED ROAD	496 7004* REMOV STR (SET)	496 7007* REMOV STR (PIPE)	552 7011 WIRE FENCE (REMOVE)	644 7073 REMOVE SM RD SN SUP&AM
	SY	SY	SY	SY	EA	LF	LF	EA
BEGIN TO 105+00			782	363			416	1
105+00 TO 109+50	254	91		1533			83	4
109+50 TO END	62	107	1752	645	2	60	304	3
PROJECT TOTALS	**316**	**198**	**2534**	**2541**	**2**	**60**	**803**	**8**

* REMOVAL OF EXISTING CMP AND SET SHALL NOT BE PAID FOR SEPARATELY. BOTH ITEMS SHALL BE SUBSIDIARY TO ITEM 100 7002 PREPARING ROW.

SUMMARY OF SIGNING & PAVEMENT MARKING ITEMS

LOCATION	644 7001 IN SM RD SN SUP&AM TY10BWG(1) SA(P)	666 7309 ALL-WTHER PM TY I (W)6"(SLD) (100MIL)	666 7315 ALL-WTHER PM TY I (Y)6"(SLD) (100MIL)	666 7347 PAVEMENT SLER 6"	672 7004 REFL PAV MRKR TY II-A-A
	EA	LF	LF	LF	EA
BEGIN TO 107+00	7	1180	1180	2360	15
107+00 TO 116+00	11	1800	1800	3600	23
116+00 TO END	1	273	273	546	3
PROJECT TOTALS	**19**	**3253**	**3253**	**6506**	**41**

SUMMARY OF EROSION CONTROL ITEMS

LOCATION	164 7001 BROADCAST SEED (PERM_RURAL_SAND)	164 7005 BROADCAST SEED (TEMP_WARM)	164 7006 BROADCAST SEED (TEMP_COOL)	168 7001 VEGETATIVE WATERING	169 7043 SOIL RETENTION BLANKETS (CL 1)(TY B)	506 7001 ROCK FILTER DAMS (INSTALL) (TY 1)	506 7011 ROCK FILTER DAMS (REMOVE)	506 7039 TEMP SEDMT CONT FENCE (INSTALL)	506 7041 TEMP SEDMT CONT FENCE (REMOVE)
	SY	SY	SY	TGL	SY	LF	LF	LF	LF
BEGIN TO 105+00	2524	1262	1262	28	2524	40	40	795	795
105+00 TO 109+50	5742	2871	2871	63	5742	87	87	932	932
109+50 TO END	3994	1997	1997	44	3994	108	108	1560	1560
PROJECT TOTALS	**12260**	**6130**	**6130**	**135**	**12260**	**235**	**235**	**3287**	**3287**

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web - www.freese.com

PRINT DATE	REVISION DATE
9/8/2025	

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Austin District

CR182 (JACOBS WELL RD) QUANTITY SUMMARY

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 10

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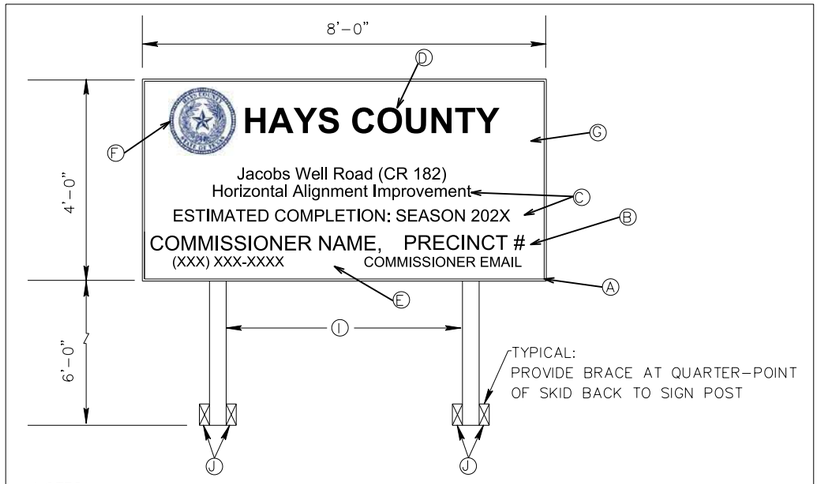

NOTES:

1. ALL MATERIALS SHALL BE FURNISHED BY THE CONTRACTOR.
2. POSTS SHALL BE MOUNTED ON SKIDS.
3. TWO SIGNS REQUIRED PER PROJECT.
4. CONTRACTOR SHALL PROVIDE A DIGITAL PROOF OF SIGN FOR APPROVAL PRIOR TO MANUFACTURE.
5. FURNISHING, INSTALLING AND MAINTAINING THESE SIGNS SHALL BE SUBSIDIARY TO ITEM 502, "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. PROJECT NAME, COMMISSIONER EMAIL, ESTIMATED COMPLETION, AND COMMISSIONER NAME WILL VARY BY PROJECT AND SHOULD BE CONFIRMED BY GEC PRIOR TO CREATING SIGN.

Ⓐ 1/2" BLUE BORDER
Ⓑ 4.0" BLUE LETTERS
Ⓒ 3.5" BLUE LETTERS
Ⓓ 5" BLUE LETTERS (BOLD)
Ⓔ 2" BLUE LETTERS
Ⓕ HAYS COUNTY SEAL
Ⓖ WHITE 10 mm CORRUGATED PLASTIC PAINTED WHITE
Ⓘ 4"x 4" CLASS 6 WOOD POST
Ⓙ 2"X6"X8' CLASS 6 WOOD SKID PAINTED WHITE

PAINT REQUIREMENTS:
BLUE = RGB 26, 51, 116

HAYS COUNTY	ROAD BOND PROJECT SIGN	
ISSUED JANUARY, 2022 NOT TO SCALE	THE ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS DETAIL	HC-PSJ

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER
6/27/2025

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6/27/2025	

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CR182
(JACOBS WELL RD)
HAYS COUNTY
PROJECT SIGN DETAIL

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	11

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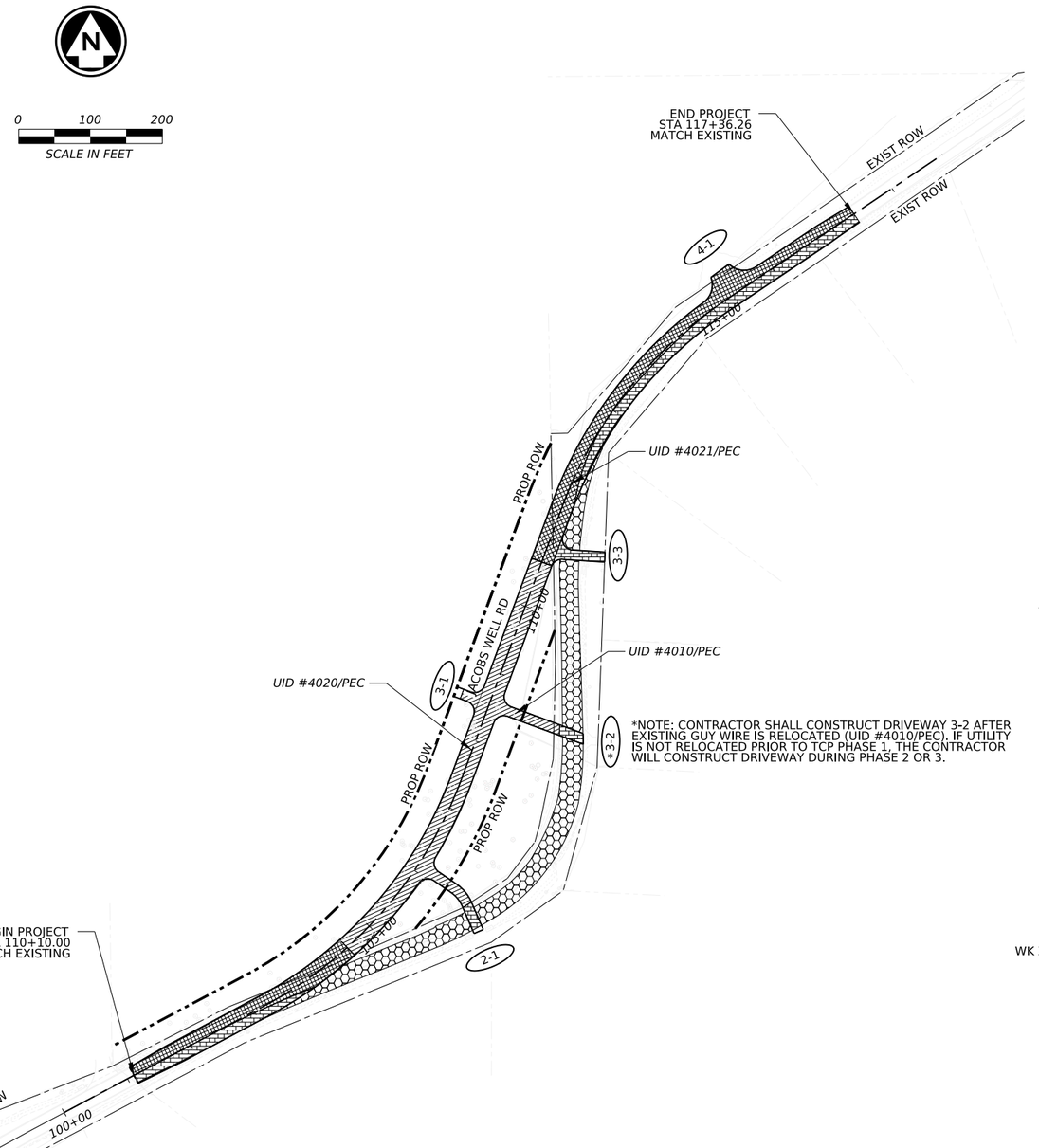


GENERAL PHASING

PHASE 1

CONSTRUCT FULL WIDTH PAVEMENT AND DITCH SECTIONS OF THE PROPOSED JACOBS WELL ROAD FROM STA 104+57.00 TO STA 110+66.00. CONSTRUCT DRIVEWAY 3-1 LOCATED ON THE LEFT SIDE OF THE PROPOSED ROADWAY. CONSTRUCT A PORTION OF DRIVEWAYS 2-1, 3-2 AND 3-3 LOCATED ON THE RIGHT SIDE UP TO THE LIMITS SHOWN IN THE TCP PHASE 1 LAYOUTS. INSTALL CULVERTS #1-3. NO TRAFFIC CLOSURES WILL BE REQUIRED.

PHASE 2

INSTALL TEMPORARY TRAFFIC SIGNALS AT THE LOCATIONS SHOWN IN THE TCP PHASE 2 LAYOUTS. SHIFT TRAFFIC TO THE EAST SIDE OF THE EXISTING ROAD IMPLEMENTING ONE-LANE TWO WAY CONTROL IN ACCORDANCE WITH TCP (2-8)-23. CONSTRUCT PAVEMENT AND DITCH SECTIONS OF THE PROPOSED JACOBS WELL ROAD ON THE WEST SIDE OF THE ROAD. RECONSTRUCT DRIVEWAY TO FINAL GRADE AS SHOWN IN THE PLANS. COORDINATE WITH PROPERTY OWNER PRIOR TO STARTING THIS WORK. MAINTAIN ACCESS AT ALL TIMES. CONTRACTOR SHALL PROVIDE A TIMING PLAN FOR TRAFFIC CONTROL SIGNALS AND SUBMIT TO THE COUNTY FOR APPROVAL.

PHASE 3

RELOCATE TEMPORARY SIGNALS AS SHOWN IN THE TCP PHASE 3 LAYOUTS. SHIFT TRAFFIC TO THE WEST SIDE OF THE ROAD IMPLEMENTING ONE-LANE TWO-WAY TRAFFIC CONTROL IN ACCORDANCE WITH TCP (2-8)-23. UTILIZE THE REALIGNED PORTION OF JACOBS WELL RD CONSTRUCTED IN PHASE 1 AS SHOWN IN THE PHASE 3 LAYOUTS. CONSTRUCT REMAINING PAVEMENT WIDTH AND DITCH SECTIONS OF THE PROPOSED JACOBS WELL ROAD ON THE EAST SIDE OF THE ROAD. CONSTRUCT REMAINING PORTION OF THE DRIVEWAYS LOCATED ON THE RIGHT SIDE OF THE PROP ROADWAY CL (DWYS 2-1, 3-2 AND 3-3) TO COMPLETE THE TIE IN TO JACOBS WELL RD. INSTALL CULVERT #4.

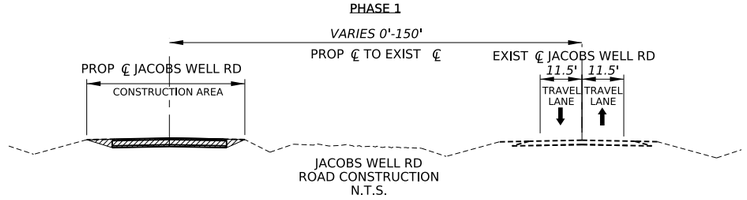
PHASE 4

INSTALL FINAL OVERLAY, PAVEMENT MARKINGS, AND SIGNS. INSTALL TOP SOIL WITH PERMANENT VEGETATION. REMOVE ALL TCP AND SW3P DEVICES AND PERFORM FINAL CLEAN UP. OBLITERATE ABANDONED ROADWAY IN ACCORDANCE WITH TXDOT ITEM 106.

NOTE: LOCAL ACCESS TO PROPERTIES AND BUSINESSES ADJACENT TO THE RIGHT OF WAY MUST BE PROVIDED AND MAINTAINED AT ALL TIMES UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

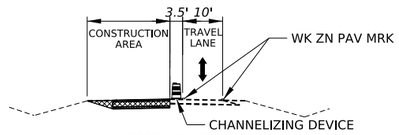
THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN CONSTRUCTION WILL CHANGE AND IMPACT THE TRAVELING PUBLIC. WITH THE NOTIFICATION, THE CONTRACTOR SHALL PROVIDE INFORMATION ABOUT THE PORTIONS OF CONSTRUCTION AS DIRECTED/APPROVED BY THE ENGINEER. THE INFORMATION SHALL BE PROVIDED WITH SUFFICIENT TIME SUCH THAT THE ENGINEER CAN FORWARD INFORMATION TO THE MEDIA TO INFORM THE PUBLIC. PLACE ALL APPLICABLE TCP ADVANCED WARNING SIGNS AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE LASTEST VERSION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES STANDARDS FROM TXDOT.

PHASE 1



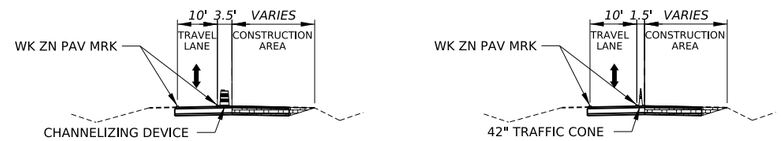
JACOBS WELL RD
ROAD CONSTRUCTION
N.T.S.

PHASE 2



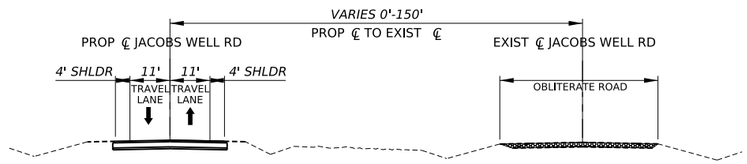
JACOBS WELL RD
ROAD CONSTRUCTION
N.T.S.

PHASE 3



JACOBS WELL RD
ROAD CONSTRUCTION
N.T.S.

PHASE 4



JACOBS WELL RD
ROAD CONSTRUCTION
N.T.S.

LEGEND:

- PHASE ONE
- PHASE TWO
- PHASE THREE
- PHASE FOUR

NOTE:

1. SEE TCP PHASE LAYOUTS FOR ADDITIONAL INFO ON WK ZN PAV MRK.

09/09/2025

STATE OF TEXAS
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CR182 (JACOBS WELL RD) TRAFFIC CONTROL LAYOUT

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS

CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	12

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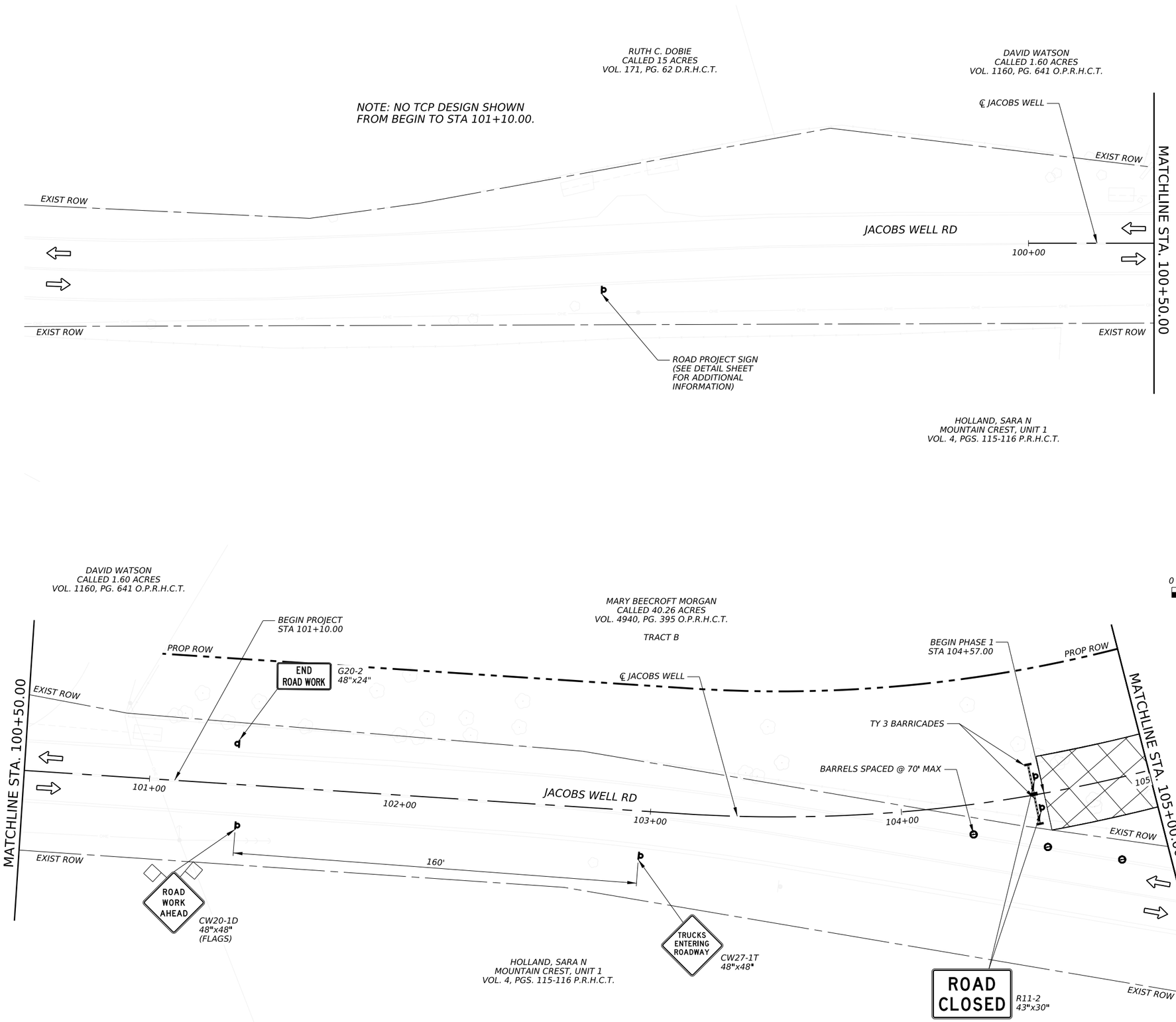

0 20 40
SCALE IN FEET

LEGEND:

- PROPOSED CONSTRUCTION FOR THIS PHASE
- PERMANENT CONSTRUCTION PREVIOUS PHASE
- CHANNELIZING DEVICES
- TRAFFIC CONES
- TYPE 3 BARRICADES
- PROPOSED TRAFFIC FLOW ARROW
- EXISTING TRAFFIC FLOW ARROW
- A WK ZN PAV MRK REMOV (W) 6" (SLD)
- B WK ZN PAV MRK REMOV (Y) 6" (SLD)
- C WK ZN PAV MRK REMOV (W) 24" (SLD)
- D RUMBLE STRIPS

NOTES:

1. THE CONTRACTOR MUST MAINTAIN DRIVEWAY ACCESS THROUGHOUT THE PROJECT.

2. THE CONTRACTOR WILL COORDINATE THE CONSTRUCTION OF THE STORM WATER CULVERT WITH PROPERTY OWNERS. THE WORK WILL BE PERFORMED IN NO MORE THAN TWO DAYS.

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
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CR182
(JACOBS WELL RD)
TCP PHASE 1
BEGIN TO STA 105+00

SHEET 1 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS

CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	13

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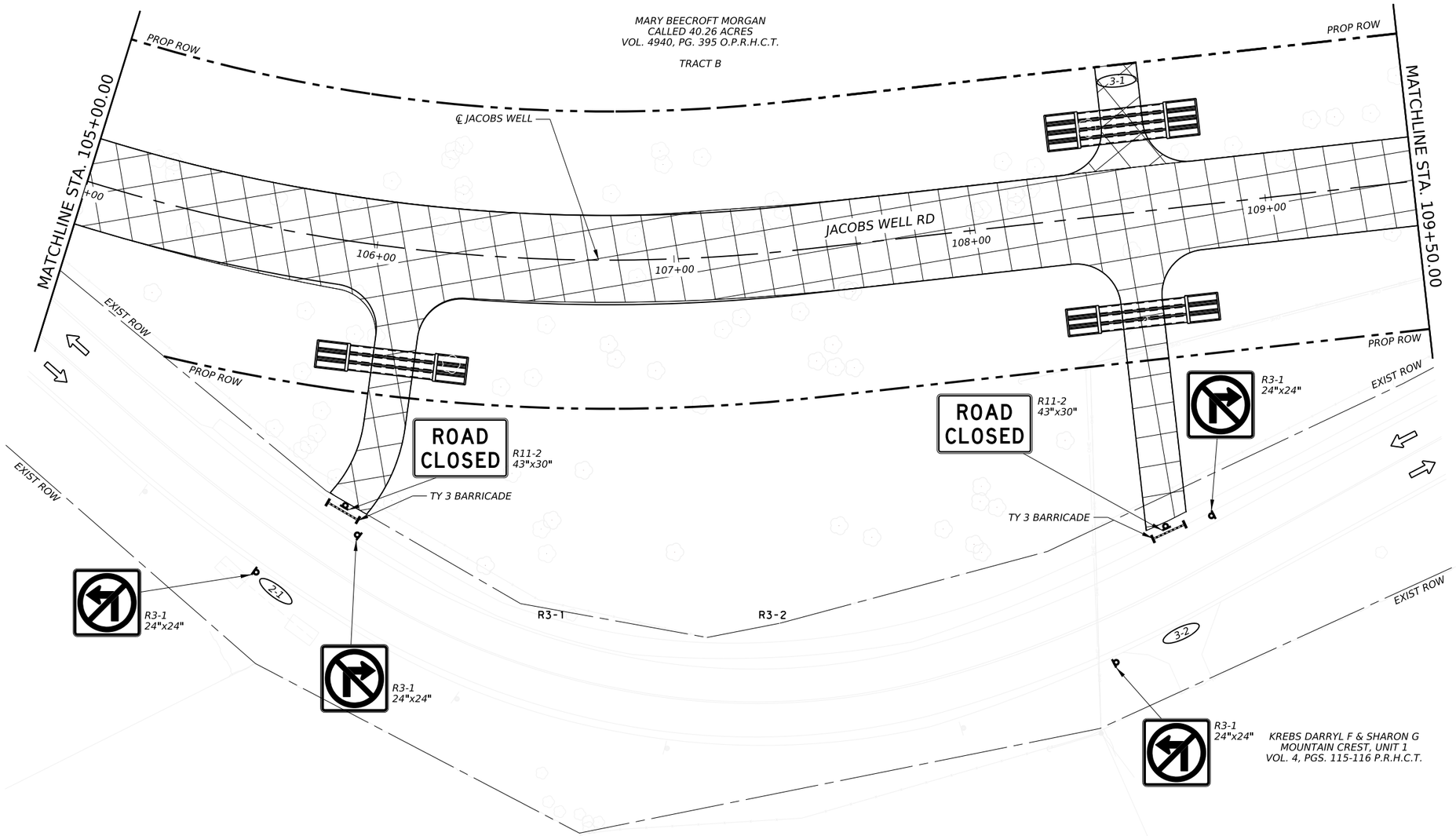

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SCALE IN FEET

LEGEND:

- PROPOSED CONSTRUCTION FOR THIS PHASE
- PERMANENT CONSTRUCTION PREVIOUS PHASE
- CHANNELIZING DEVICES
- TRAFFIC CONES
- TYPE 3 BARRICADES
- PROPOSED TRAFFIC FLOW ARROW
- EXISTING TRAFFIC FLOW ARROW
- (A) WK ZN PAV MRK REMOV (W) 6" (SLD)
- (B) WK ZN PAV MRK REMOV (Y) 6" (SLD)
- (C) WK ZN PAV MRK REMOV (W) 24" (SLD)
- (D) RUMBLE STRIPS

NOTES:

1. THE CONTRACTOR MUST MAINTAIN DRIVEWAY ACCESS THROUGHOUT THE PROJECT.

2. THE CONTRACTOR WILL COORDINATE THE CONSTRUCTION OF THE STORM WATER CULVERT WITH PROPERTY OWNERS. THE WORK WILL BE PERFORMED IN NO MORE THAN TWO DAYS.

7/28/25

STATE OF TEXAS
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CR182
(JACOBS WELL RD)
TCP PHASE 1
STA 105+00 TO STA 109+50

SHEET 2 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	14

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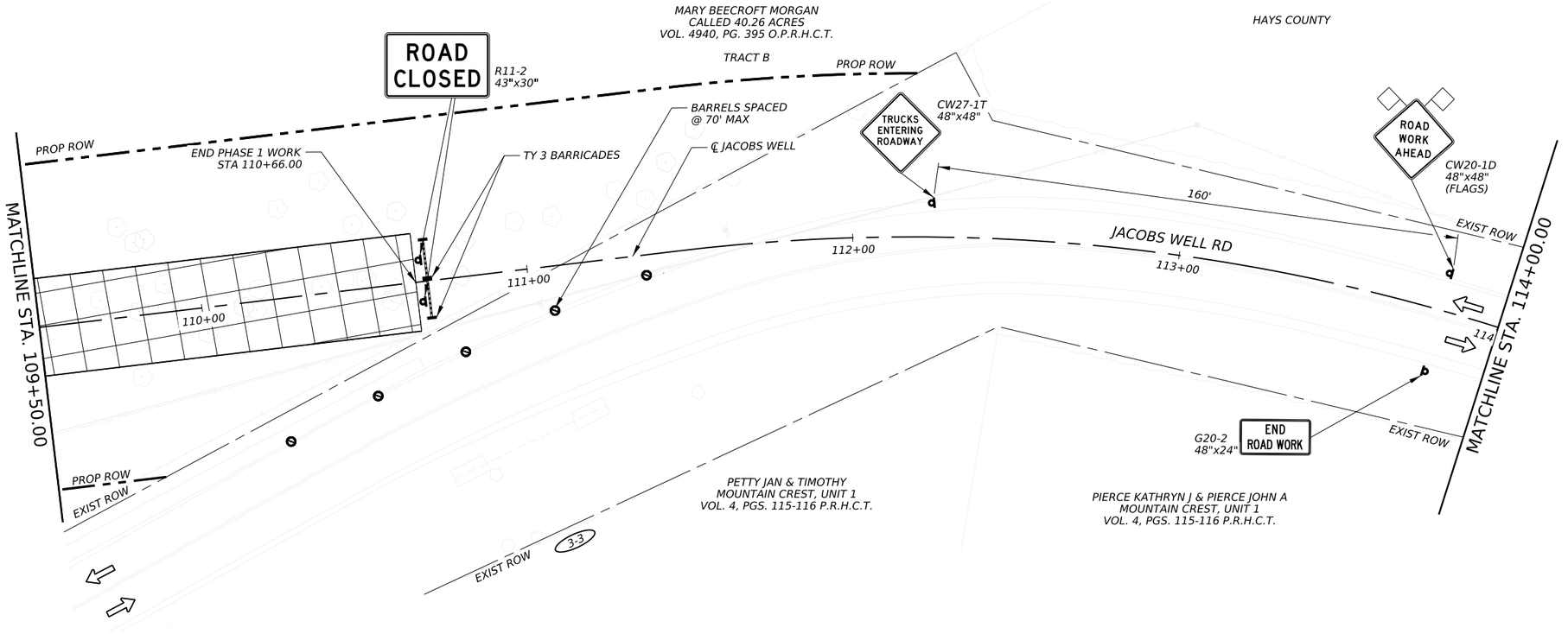
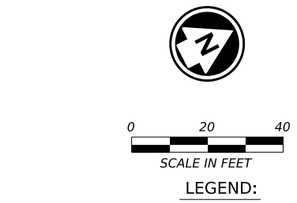




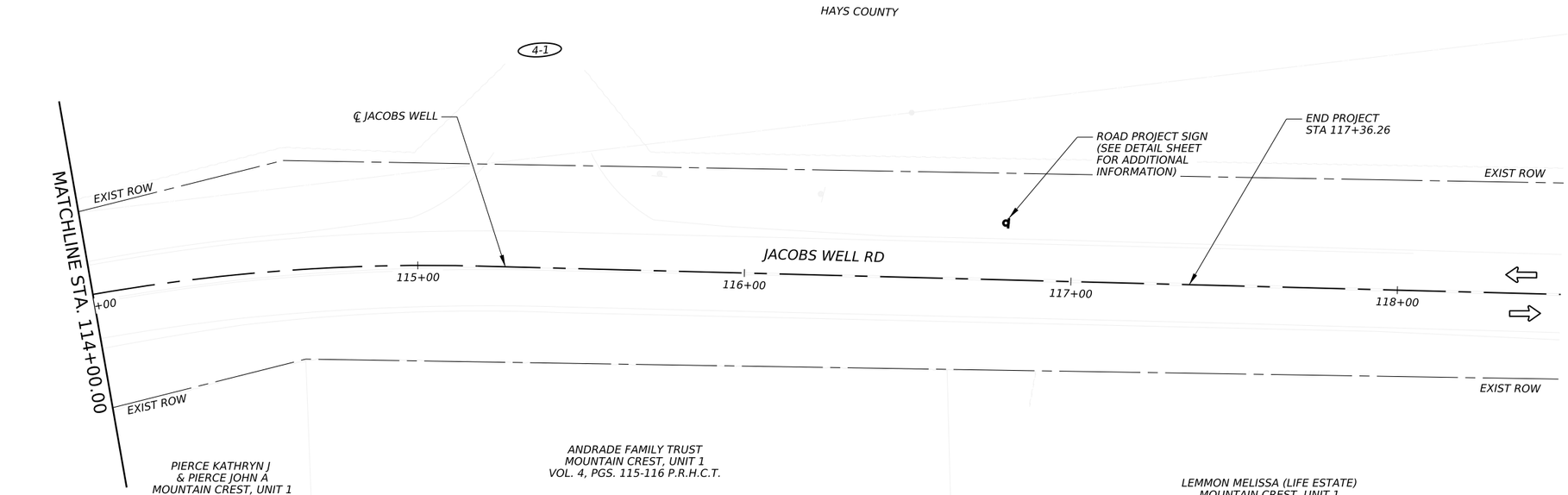
LEGEND:

- PROPOSED CONSTRUCTION FOR THIS PHASE
- PERMANENT CONSTRUCTION PREVIOUS PHASE
- CHANNELIZING DEVICES
- TRAFFIC CONES
- TYPE 3 BARRICADES
- PROPOSED TRAFFIC FLOW ARROW
- EXISTING TRAFFIC FLOW ARROW
- (A) WK ZN PAV MRK REMOV (W) 6" (SLD)
- (B) WK ZN PAV MRK REMOV (Y) 6" (SLD)
- (C) WK ZN PAV MRK REMOV (W) 24" (SLD)
- (D) RUMBLE STRIPS

NOTES:

1. THE CONTRACTOR MUST MAINTAIN DRIVEWAY ACCESS THROUGHOUT THE PROJECT.

2. THE CONTRACTOR WILL COORDINATE THE CONSTRUCTION OF THE STORM WATER CULVERT WITH PROPERTY OWNERS. THE WORK WILL BE PERFORMED IN NO MORE THAN TWO DAYS.



7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

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7/25/2025	

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Austin District

CR182
(JACOBS WELL RD)
TCP PHASE 1
STA 109+50 TO STA 118+50

SHEET 3 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	15

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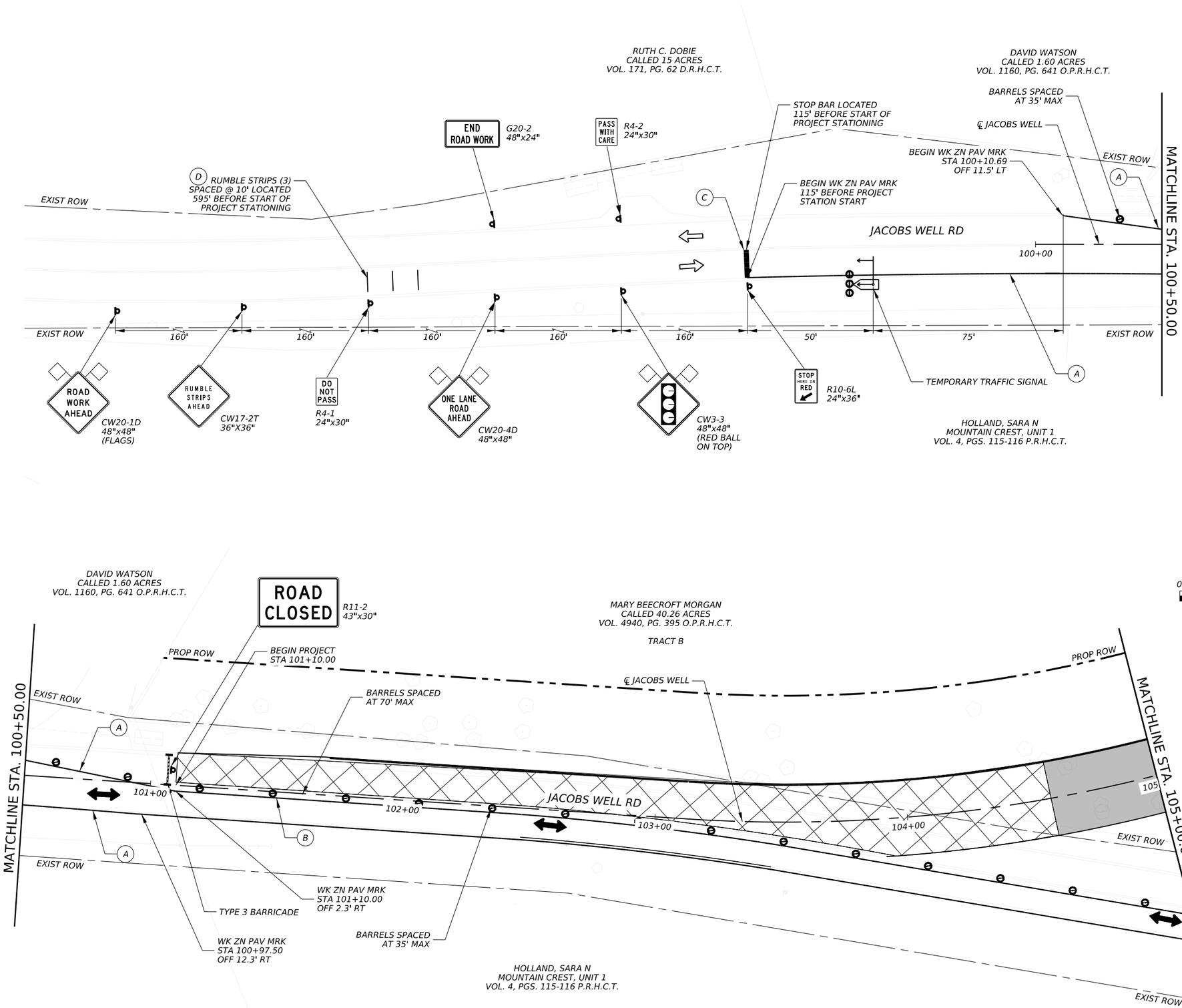

NOTES:

1. THE CONTRACTOR MUST MAINTAIN DRIVEWAY ACCESS THROUGHOUT THE PROJECT.
2. THE CONTRACTOR WILL COORDINATE THE CONSTRUCTION OF THE STORM WATER CULVERT WITH PROPERTY OWNERS. THE WORK WILL BE PERFORMED IN NO MORE THAN TWO DAYS.

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
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7/25/2025	

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CR182
(JACOBS WELL RD)
TCP PHASE 2
BEGIN TO STA 105+00

SHEET 4 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	16

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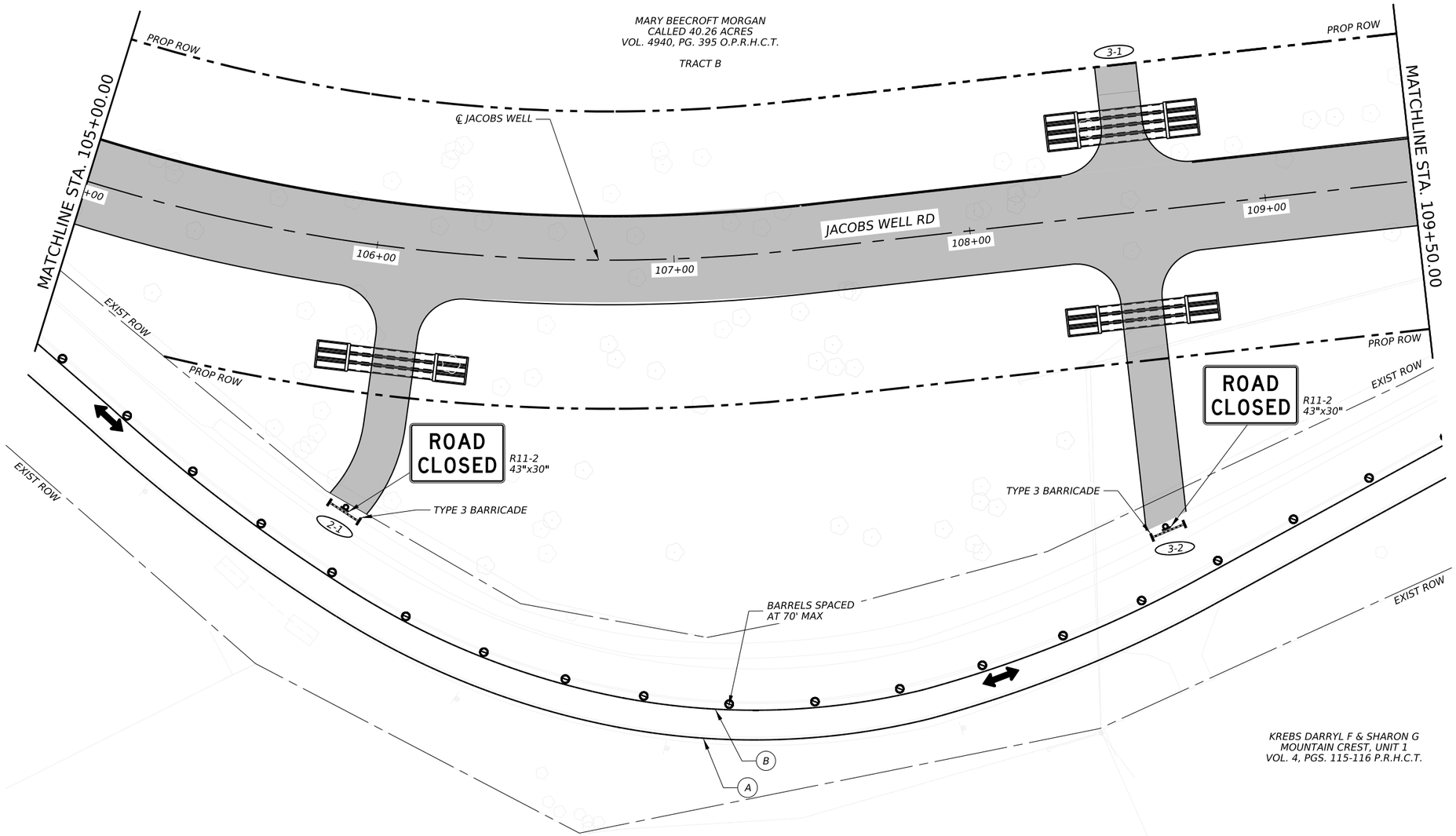

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SCALE IN FEET

LEGEND:

- PROPOSED CONSTRUCTION FOR THIS PHASE
- PERMANENT CONSTRUCTION PREVIOUS PHASE
- CHANNELIZING DEVICES
- TRAFFIC CONES
- TYPE 3 BARRICADES
- PROPOSED TRAFFIC FLOW ARROW
- EXISTING TRAFFIC FLOW ARROW
- (A) WK ZN PAV MRK REMOV (W) 6" (SLD)
- (B) WK ZN PAV MRK REMOV (Y) 6" (SLD)
- (C) WK ZN PAV MRK REMOV (W) 24" (SLD)
- (D) RUMBLE STRIPS

NOTES:

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2. THE CONTRACTOR WILL COORDINATE THE CONSTRUCTION OF THE STORM WATER CULVERT WITH PROPERTY OWNERS. THE WORK WILL BE PERFORMED IN NO MORE THAN TWO DAYS.

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
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Phone - (210) 298-3800
web - www.freese.com

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(JACOBS WELL RD)
TCP PHASE 2
STA 105+00 TO STA 109+50

SHEET 5 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	17

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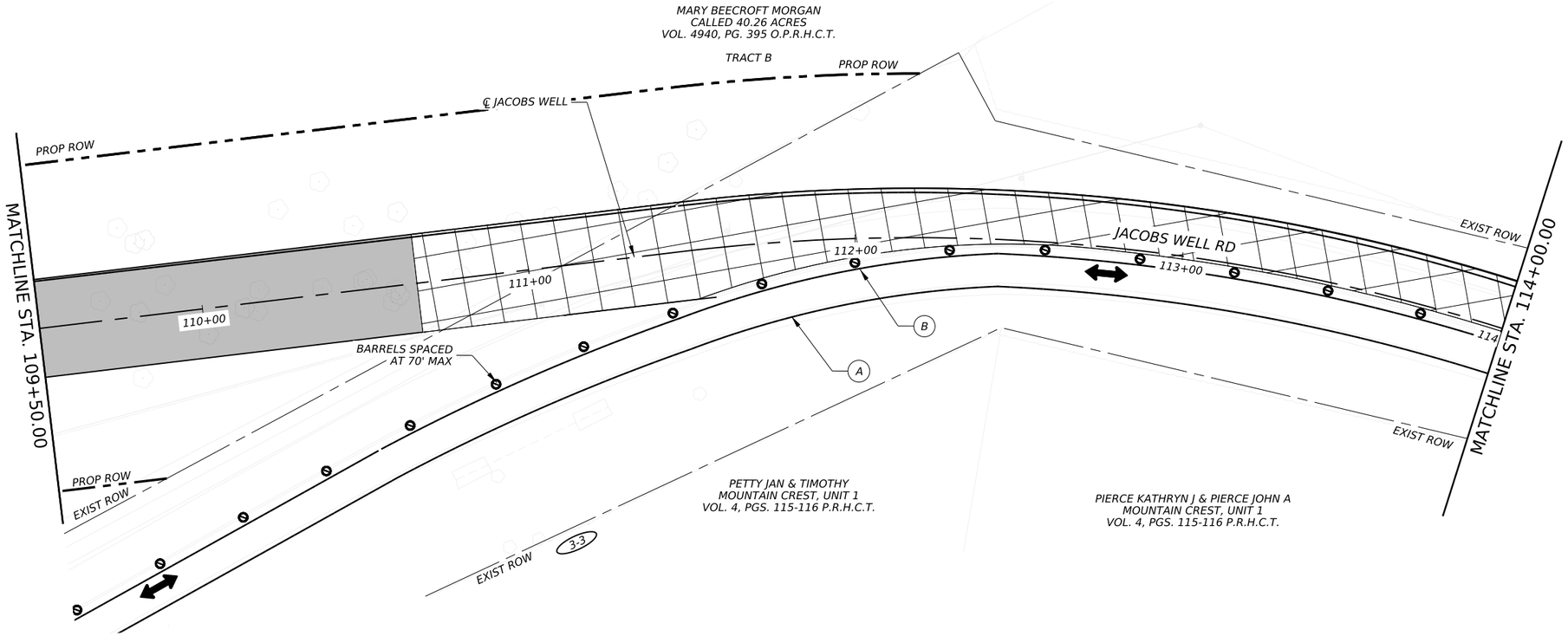

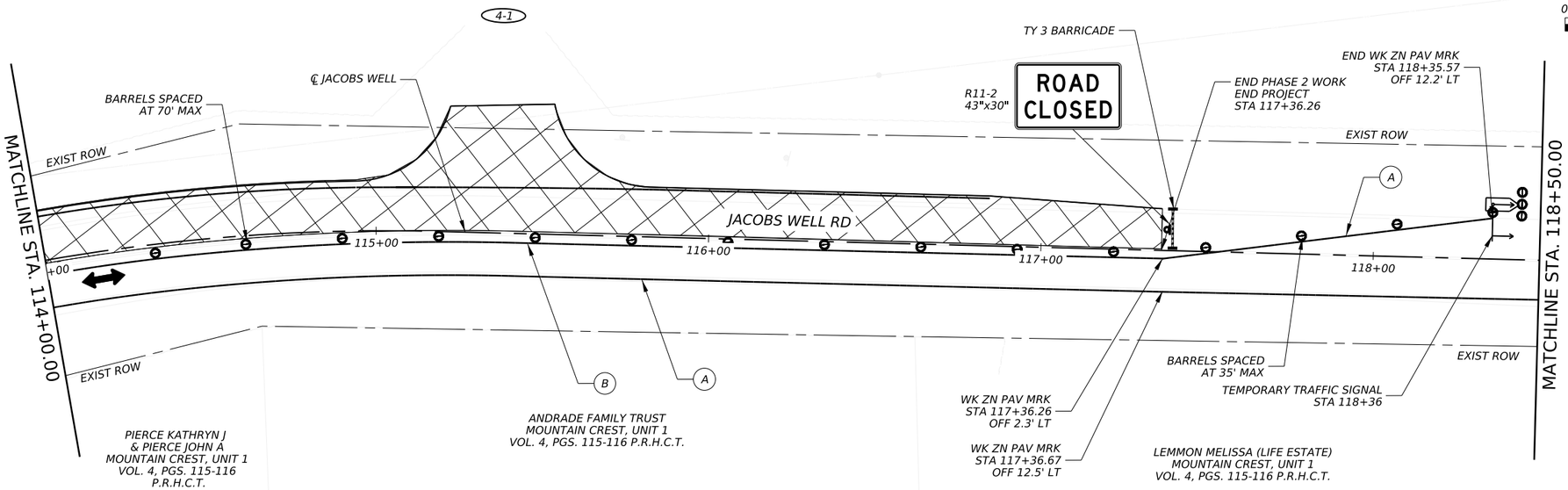

0 20 40
SCALE IN FEET

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SHEET 6 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 18

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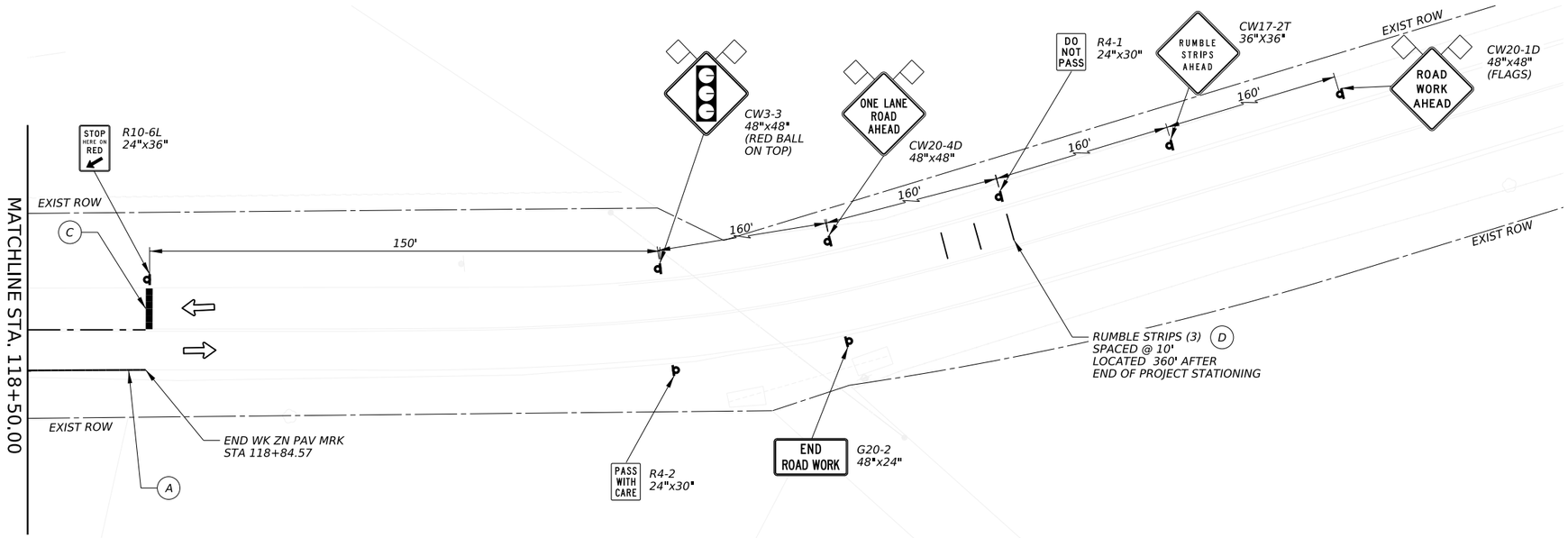

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09/09/2025

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TCP PHASE 2
STA 118+50 TO END

SHEET 7 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS

CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	19

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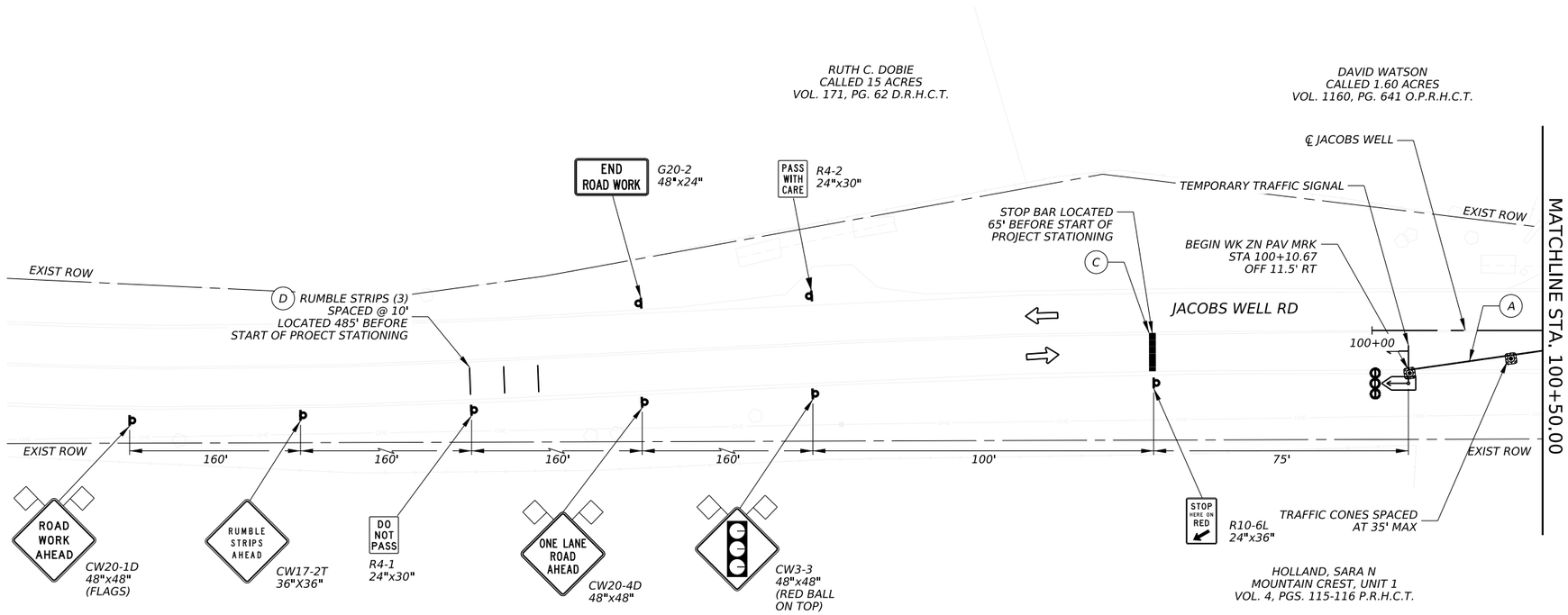

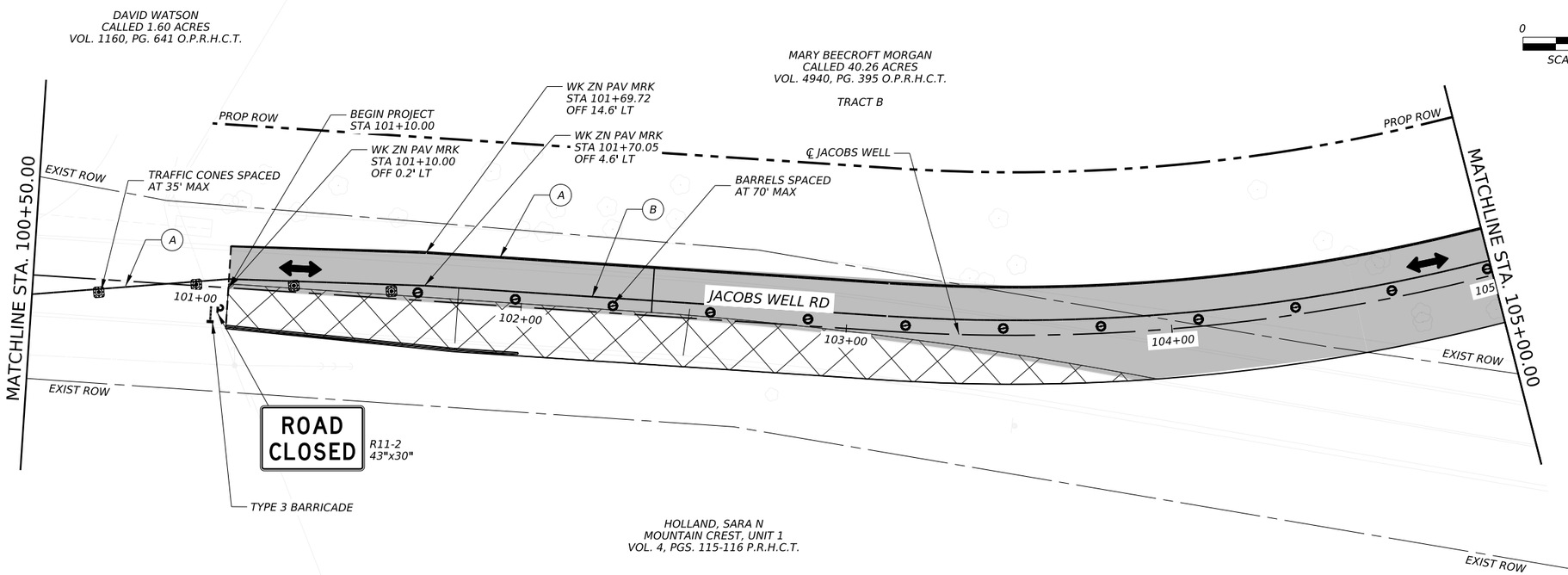

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TCP PHASE 3
BEGIN TO STA 105+00

SHEET 8 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 20

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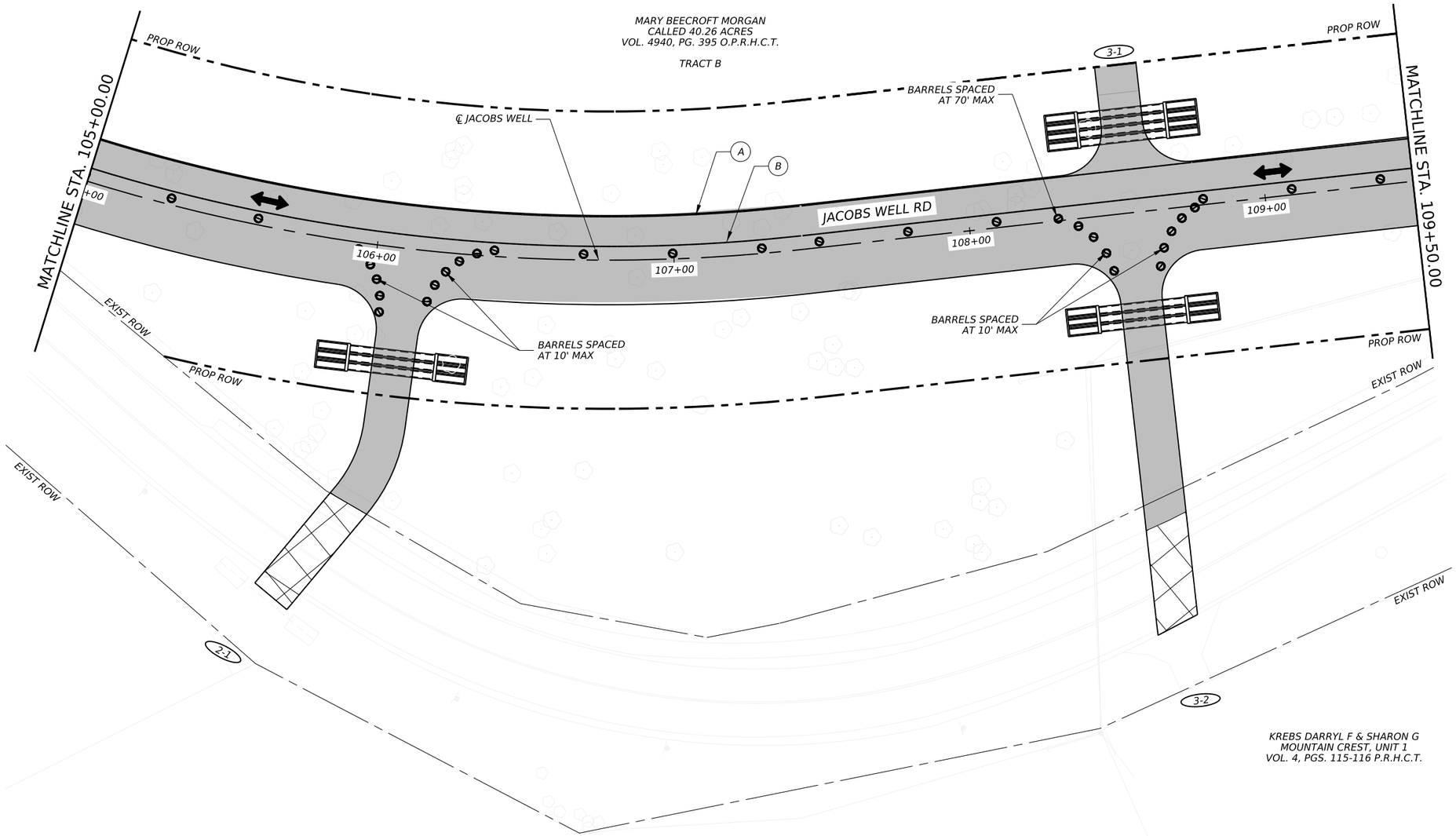

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TCP PHASE 3
STA 105+00 TO STA 109+50

SHEET 9 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	21

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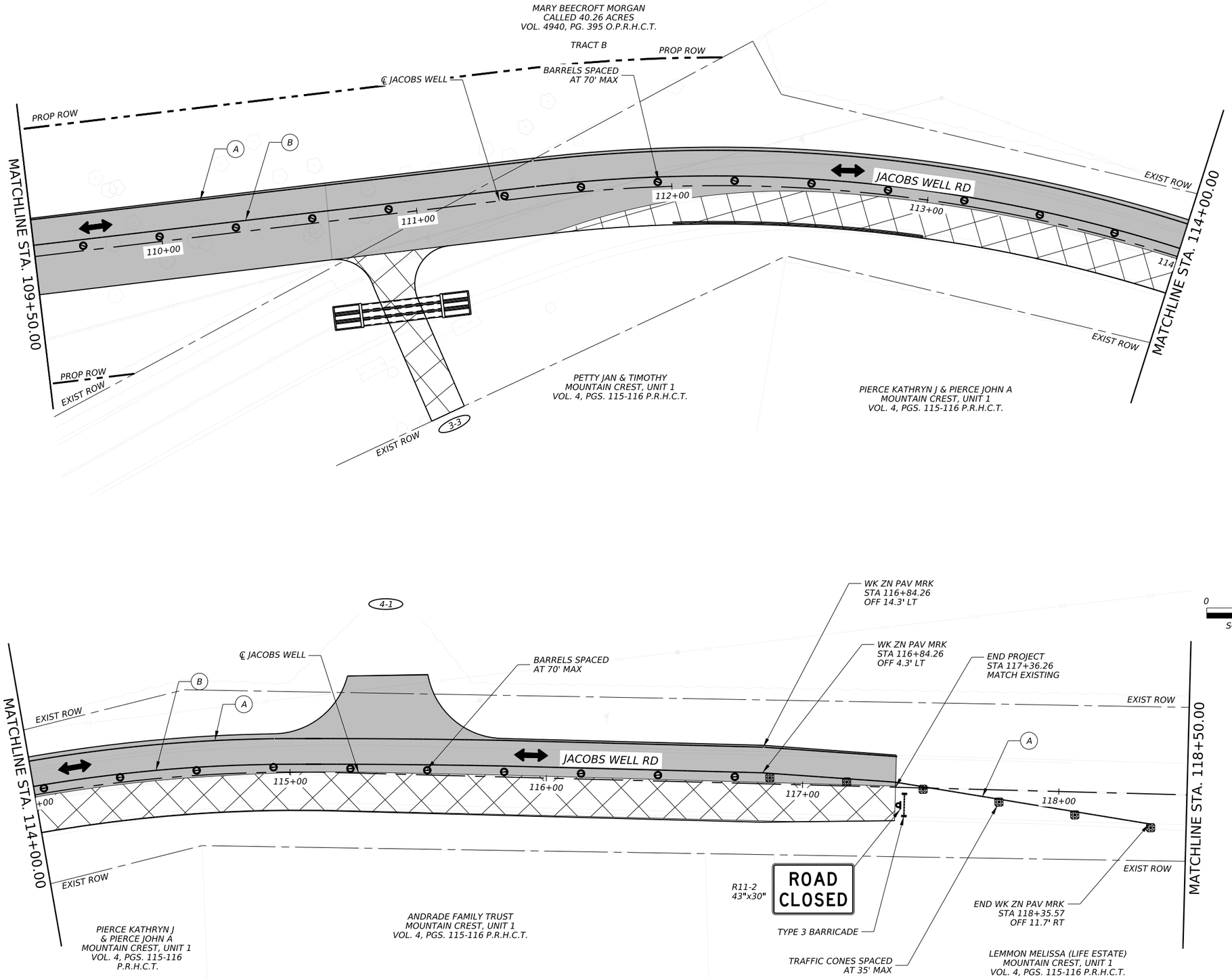

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TCP PHASE 3
STA 109+50 TO STA 118+50

SHEET 10 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	22

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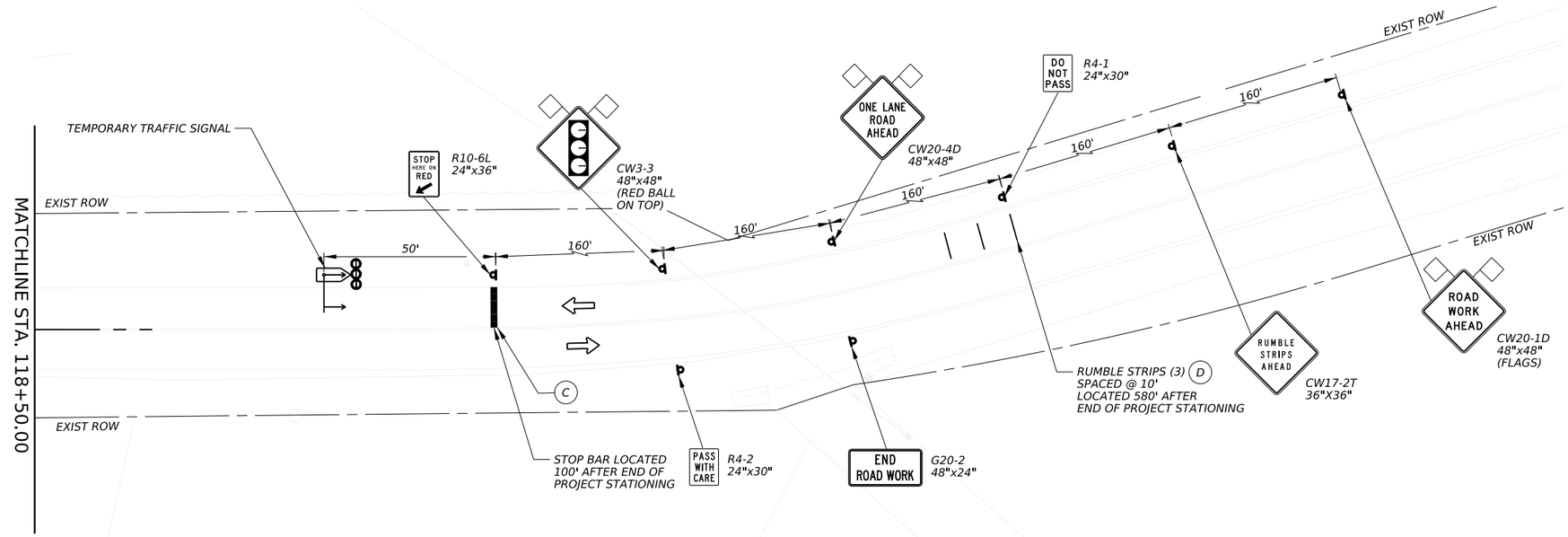

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SCALE IN FEET

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- TRAFFIC CONES
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(JACOBS WELL RD)
TCP PHASE 3
STA 118+50 TO END

SHEET 11 OF 11

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS

CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	23

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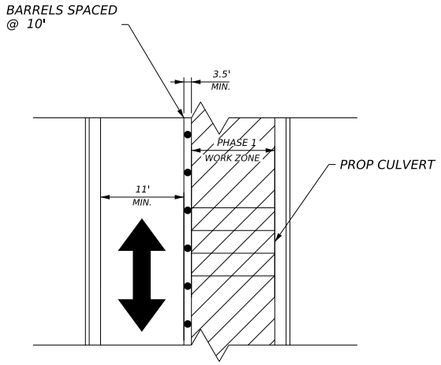
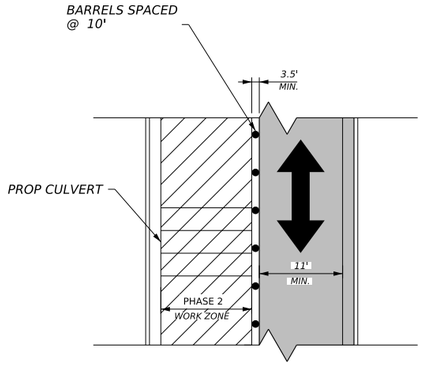


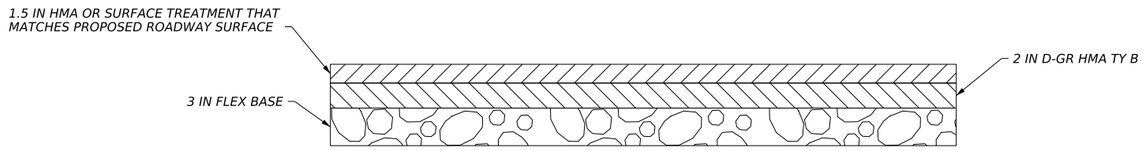
PHASE 1:
CONSTRUCT RIGHT SIDE OF PRIVATE DRIVEWAY. TRAFFIC IS TO HAVE A MINIMUM OF 11' OF TRAVEL LANE TO ENTER AND EXIT THE PROPERTY AT ALL TIMES. CHANNELIZING DRUMS ARE TO SEPARATE TRAFFIC FROM THE WORK ZONE.



PHASE 2:
CONSTRUCT REMAINDER OF LEFT SIDE OF PRIVATE DRIVEWAY. TRAFFIC IS TO HAVE A MINIMUM OF 11' OF TRAVEL LANE TO ENTER AND EXIT THE PROPERTY AT ALL TIMES. CHANNELIZING DRUMS ARE TO SEPARATE TRAFFIC FROM THE WORK ZONE.

TRAFFIC CONTROL FOR TYPICAL DRIVEWAY CULVERT INSTALLATION

N.T.S.



DRIVEWAY PAVEMENT DETAIL

N.T.S.

LEGEND

- CHANNELIZING DEVICES
- PERMANENT CONSTRUCTION THIS PHASE
- PERMANENT CONSTRUCTION PREVIOUS PHASE
- PROP TRAFFIC FLOW ARROW

7/28/25

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TCP DRIVEWAY DETAIL

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	24

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CK:
DW:
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DW:

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.

11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.

2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-21

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REVISIONS 4-03 7-13	0914	33	098	CR182
9-07 8-14	DIST	COUNTY		SHEET NO.
5-10 5-21	AUS	HAYS		25

DATE: 7/25/2025
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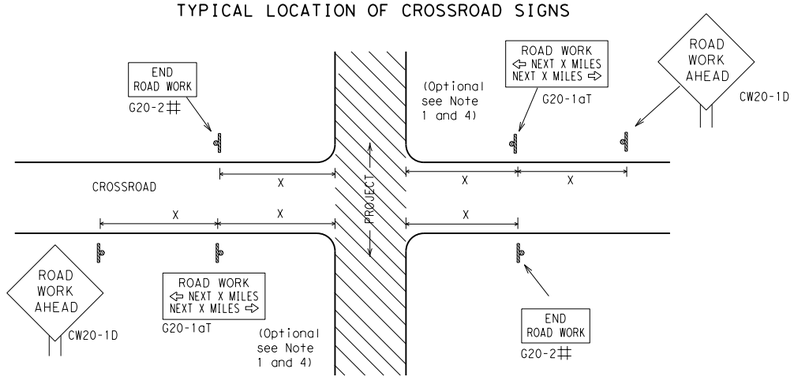
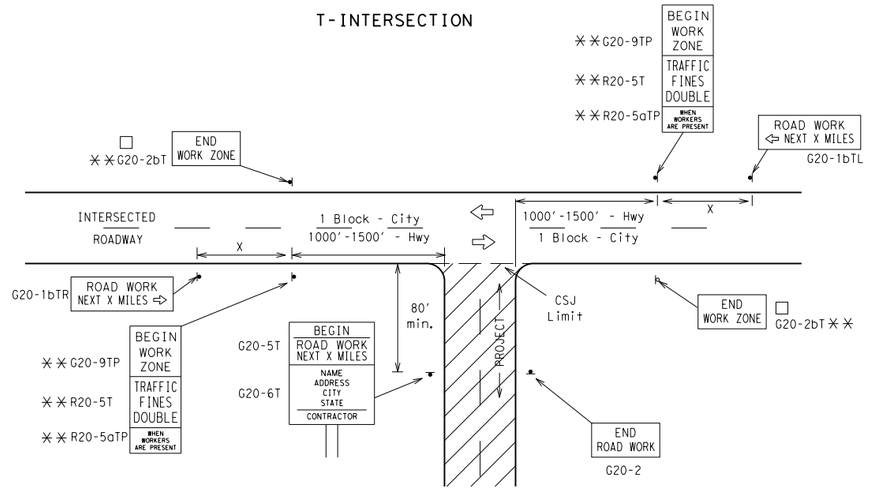
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMUTCD Part 5. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
✳	✳[3]

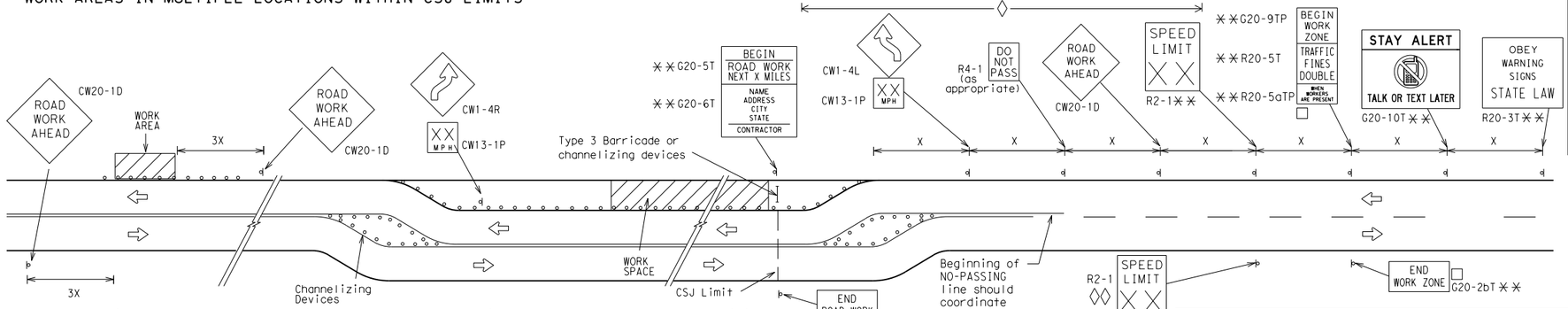
✳ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

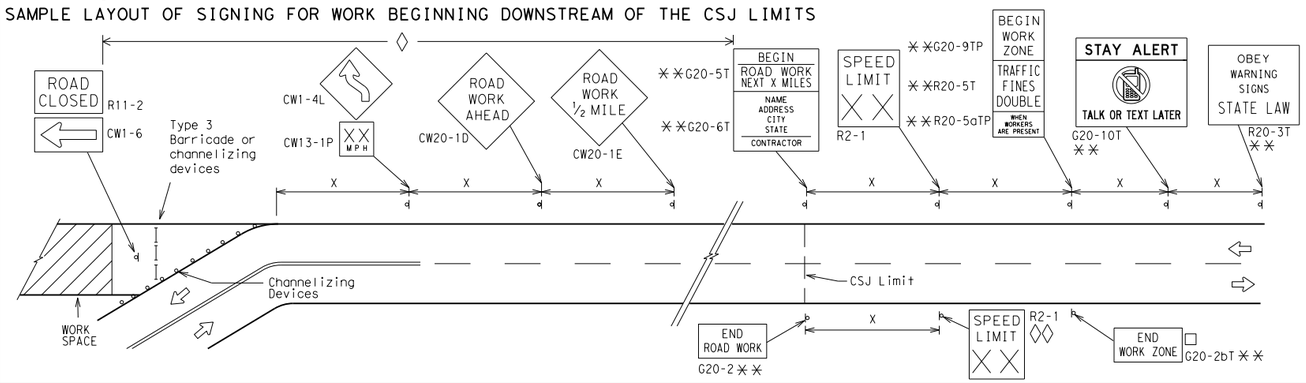
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

□ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

✳✳ CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

◊◊ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	AUS	HAYS		26

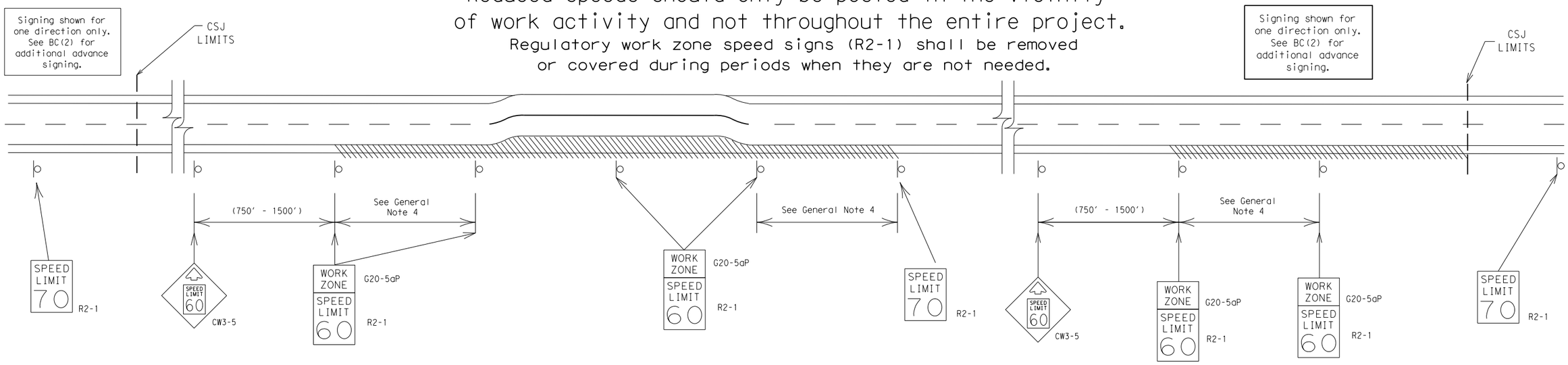
DATE: 7/25/2025
FILE: bc-21-2.dgn

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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DATE: 7/25/2025
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Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
9-07 8-14	DIST	COUNTY		SHEET NO.
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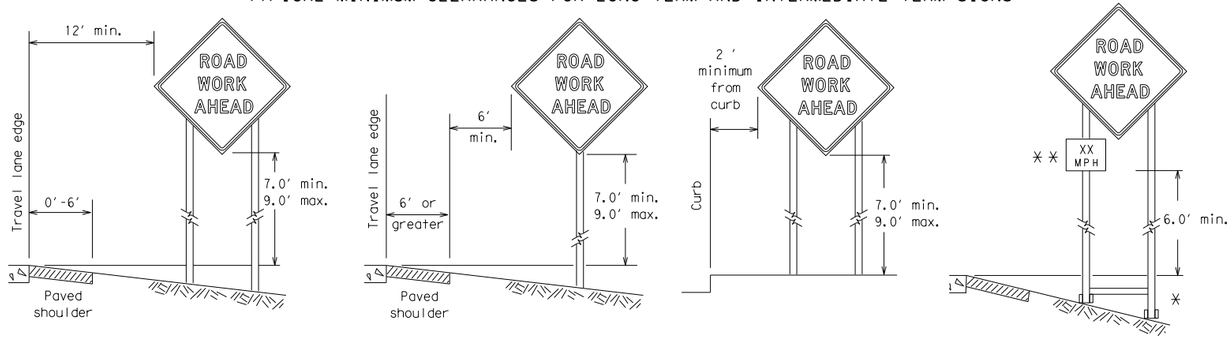
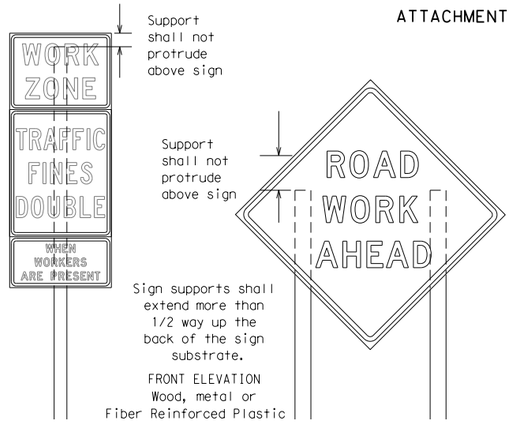
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

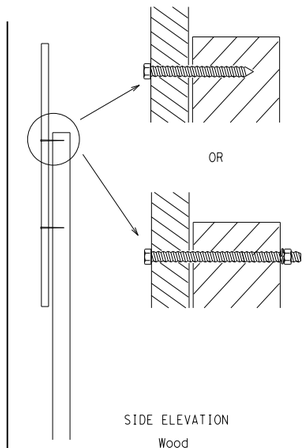


⁎ When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

⁎⁎ When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





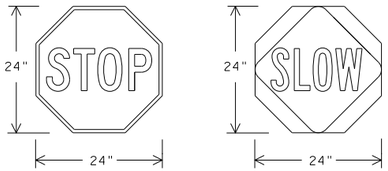
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets.The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height,the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	AUS	HAYS		28

DATE: 7/25/2025
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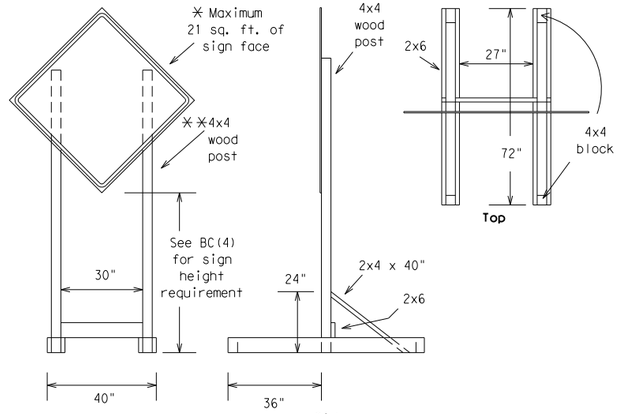
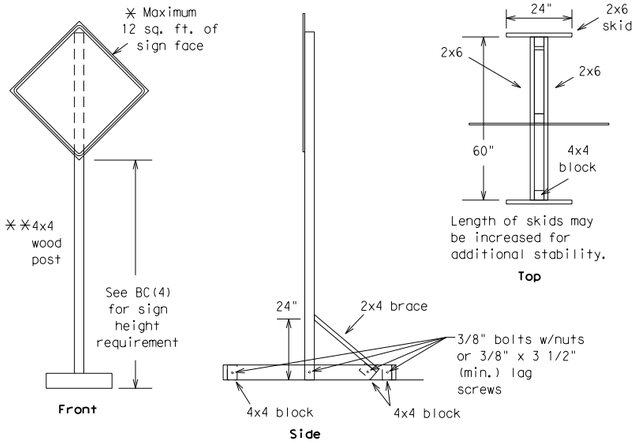
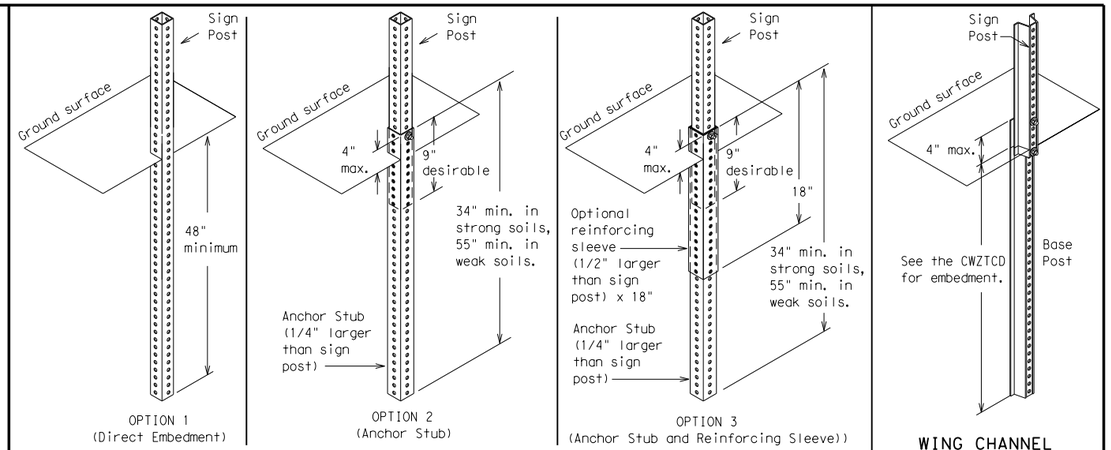




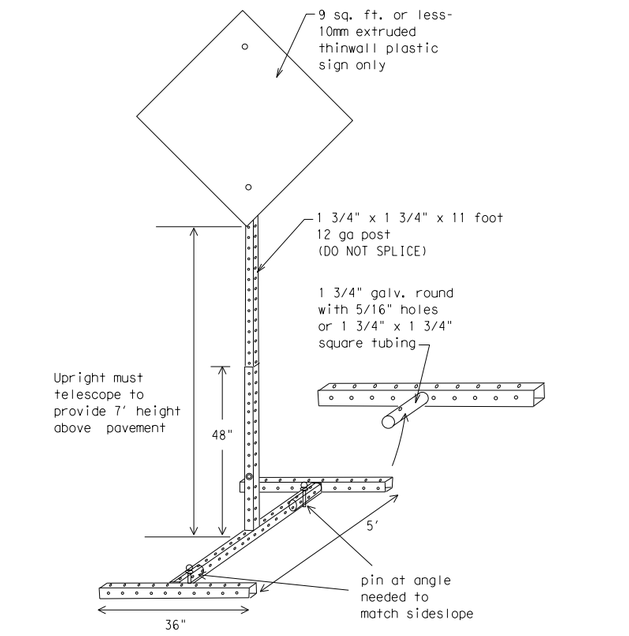
SKID MOUNTED WOOD SIGN SUPPORTS

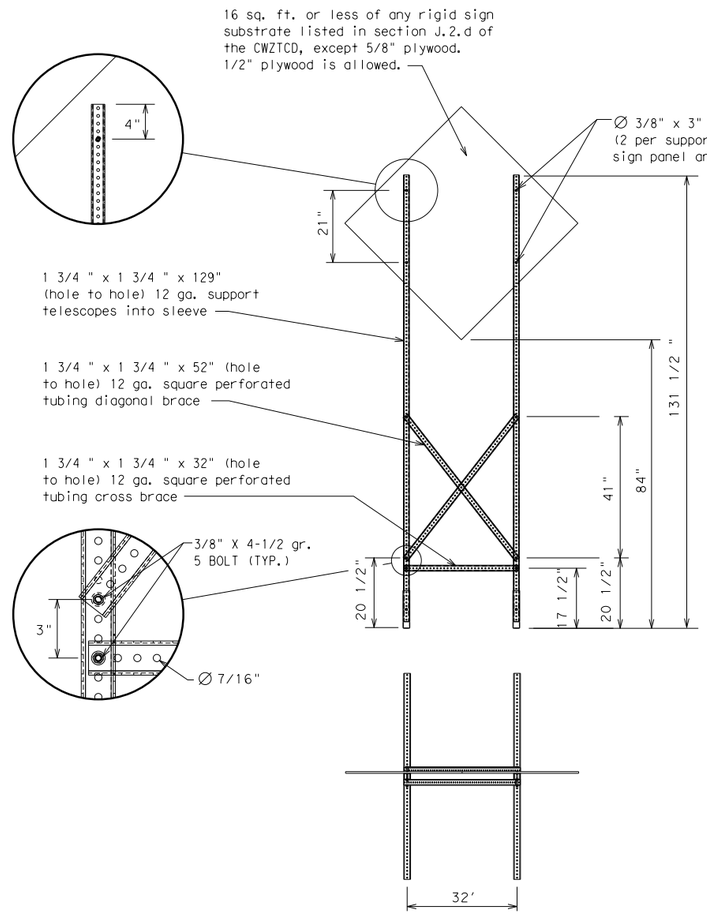
* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

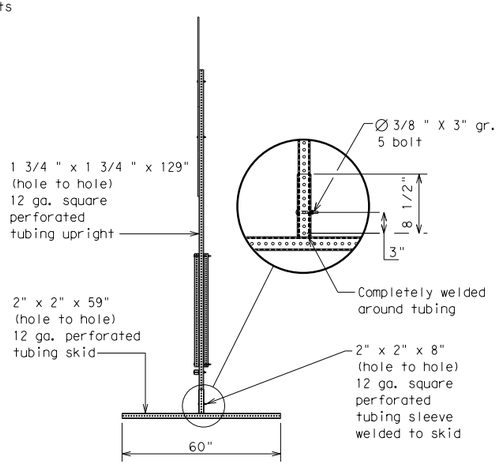


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT ⁂

⁂ LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE ⁂

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

⁑ Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

⁂ LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

⁑ See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	AUS	HAYS		30

100

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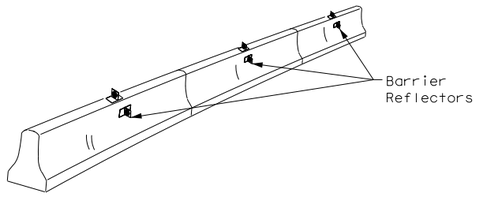
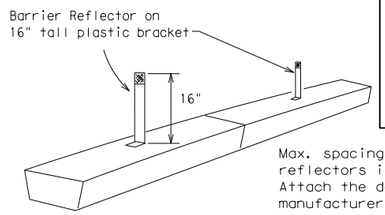
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

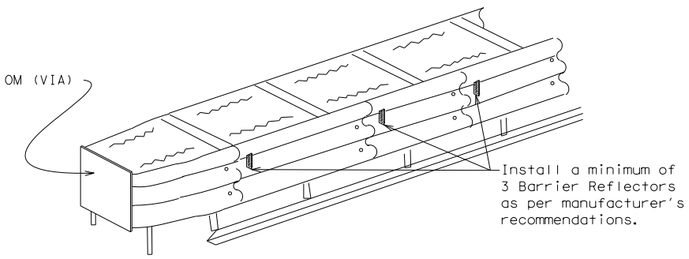


Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB)

LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.



DELINEATION OF END TREATMENTS

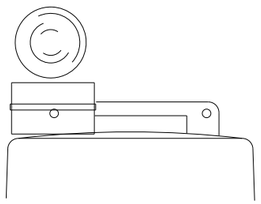
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the apppropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

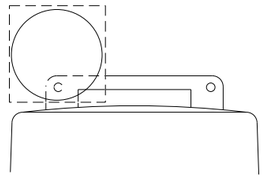
1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.



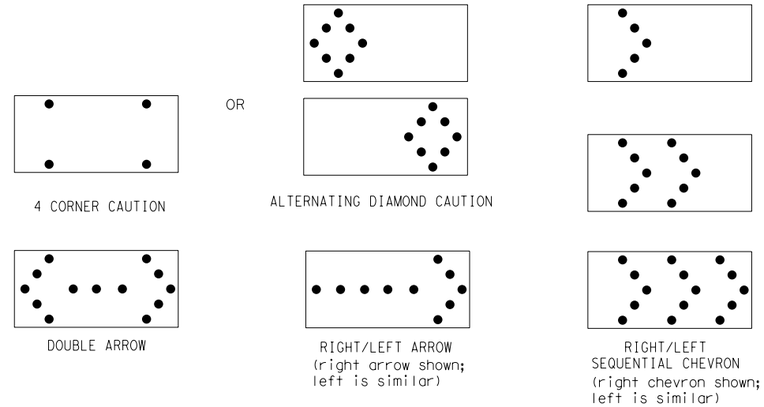
Warning reflector may be round or square.Must have a yellow reflective surface area of at least 30 square inches

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



4 CORNER CAUTION

ALTERNATING DIAMOND CAUTION

DOUBLE ARROW

RIGHT/LEFT ARROW (right arrow shown; left is similar)

RIGHT/LEFT SEQUENTIAL CHEVRON (right chevron shown; left is similar)

5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	AUS	HAYS		31

101

DATE: 7/25/2025
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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

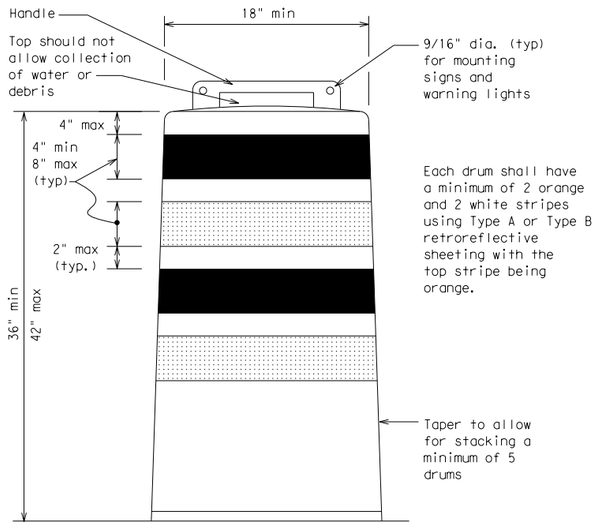
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

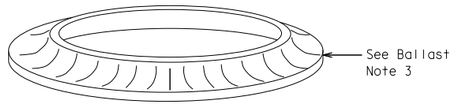
RETROREFLECTIVE SHEETING

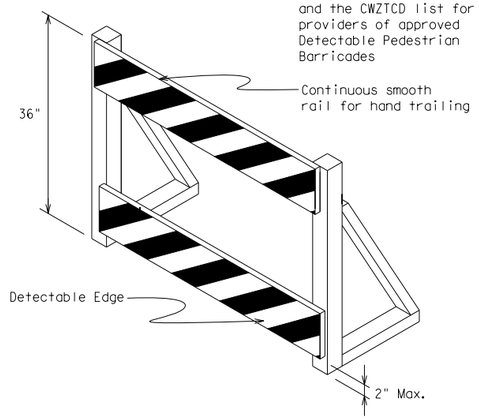
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

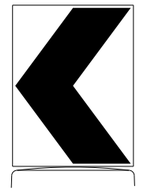




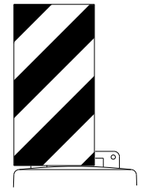


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

.

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
4-03 8-14	DIST	COUNTY		SHEET NO.
9-07 5-21	AUS	HAYS		32
7-13				

102

DATE: 7/25/2025
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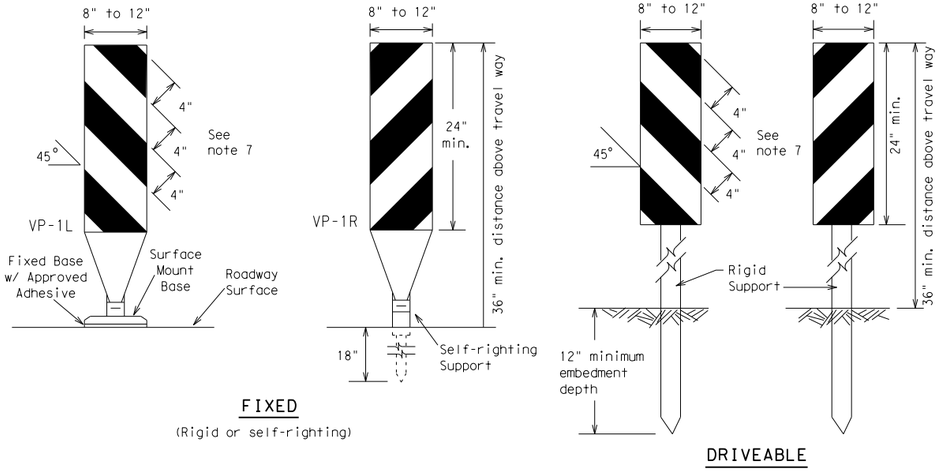
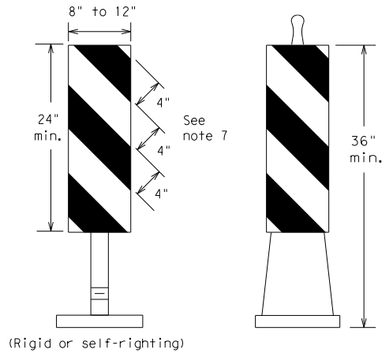


FIXED

(Rigid or self-righting)

DRIVEABLE

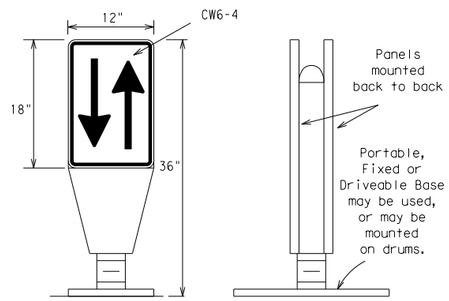


(Rigid or self-righting)

PORTABLE

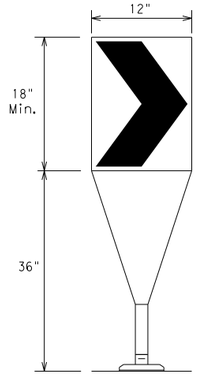
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



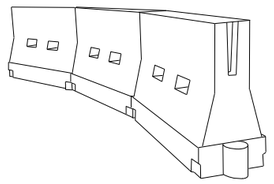
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed	Formula	Minimum Desirable Taper Lengths ✻✻ 10′ Offset	11′ Offset	12′ Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150′	165′	180′	30′	60′
35		205′	225′	245′	35′	70′
40		265′	295′	320′	40′	80′
45	L = WS	450′	495′	540′	45′	90′
50		500′	550′	600′	50′	100′
55		550′	605′	660′	55′	110′
60		600′	660′	720′	60′	120′
65		650′	715′	780′	65′	130′
70		700′	770′	840′	70′	140′
75		750′	825′	900′	75′	150′
80		800′	880′	960′	80′	160′

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

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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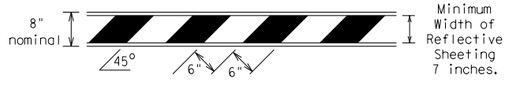
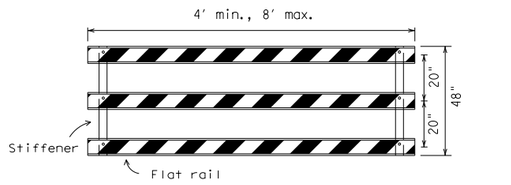
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



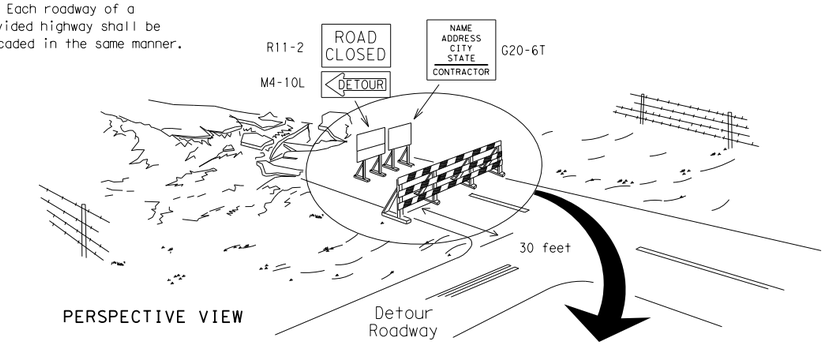
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL
FOR SKID OR POST TYPE BARRICADES

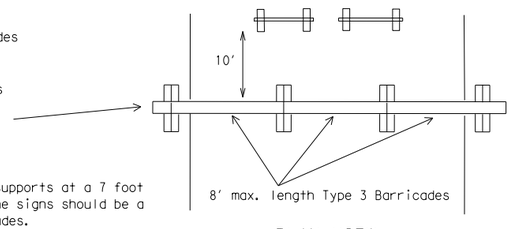
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

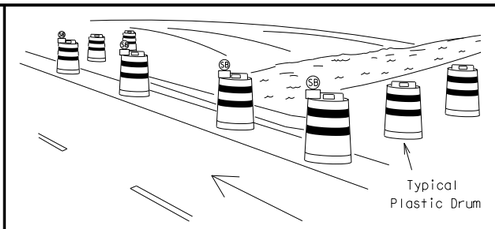
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

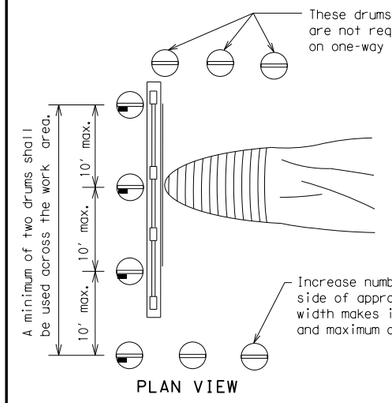
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

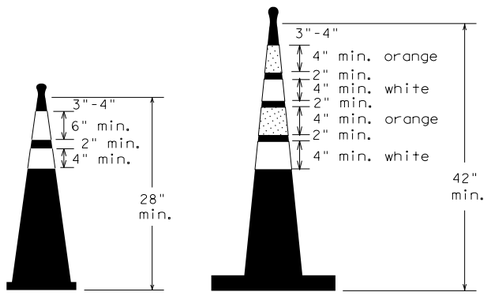
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



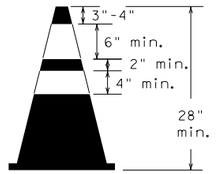
PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

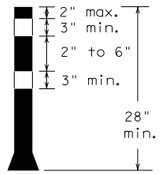
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



Two-Piece cones



One-Piece cones

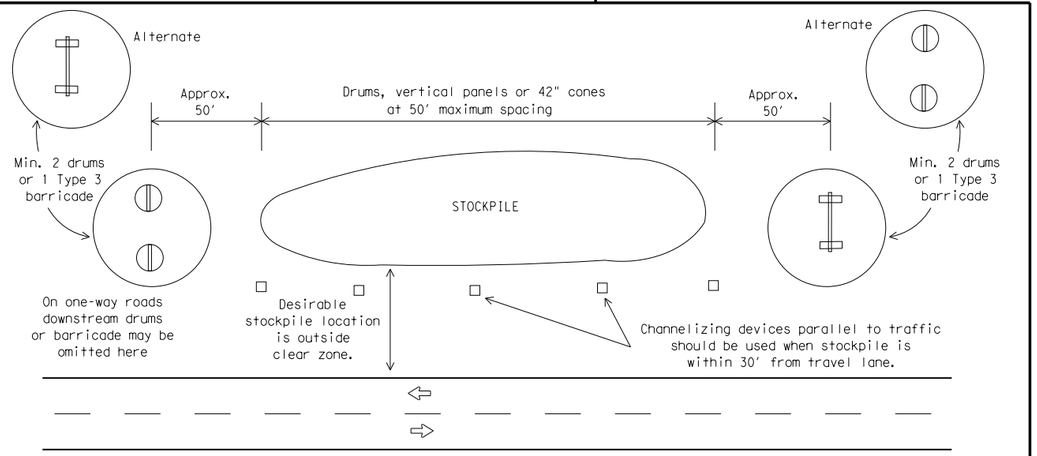


Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

DATE: 7/25/2025
FILE: bc-21-10.dgn

SHEET 10 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
9-07 8-14	DIST	COUNTY		SHEET NO.
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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

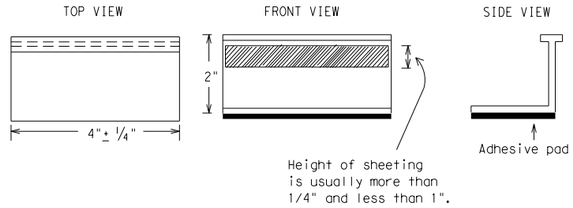
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
2-98 9-07 5-21	DIST	COUNTY		SHEET NO.
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11-02 8-14				

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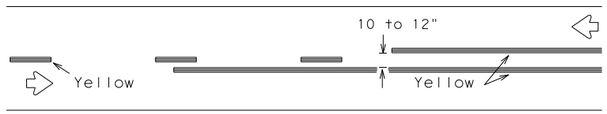
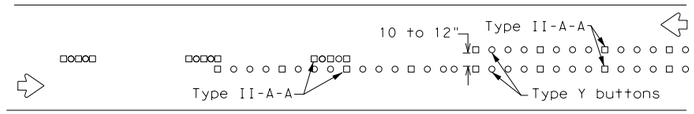
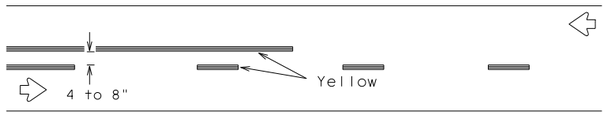
PAVEMENT MARKING PATTERNS



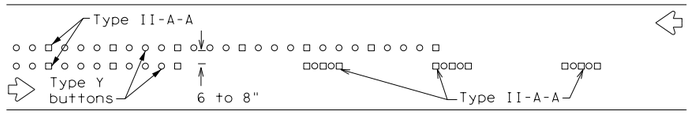
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



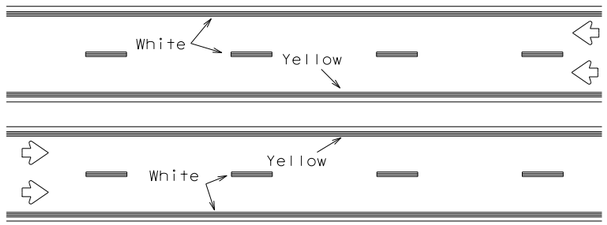
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



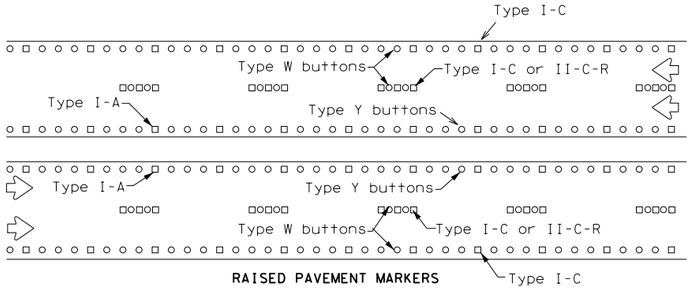
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



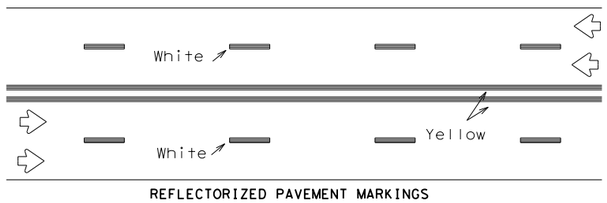
REFLECTORIZED PAVEMENT MARKINGS



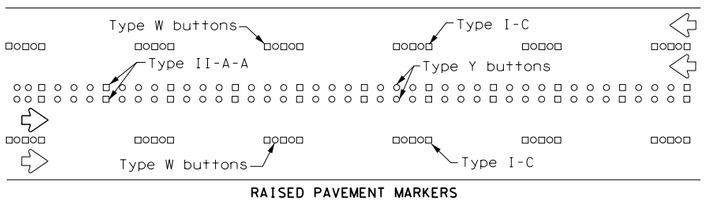
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



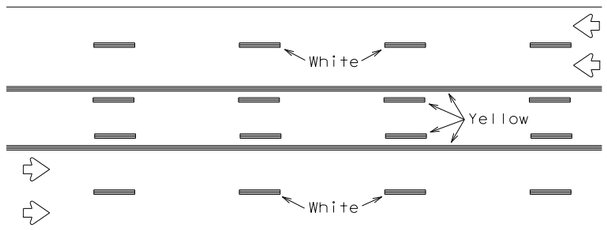
REFLECTORIZED PAVEMENT MARKINGS



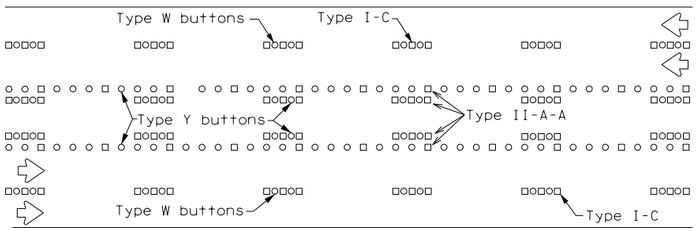
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

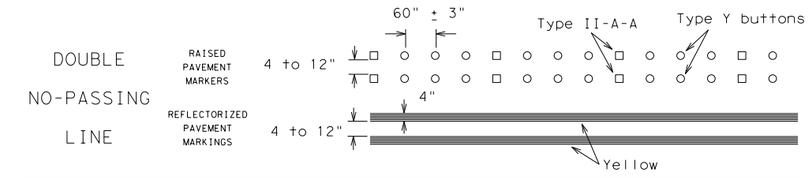
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

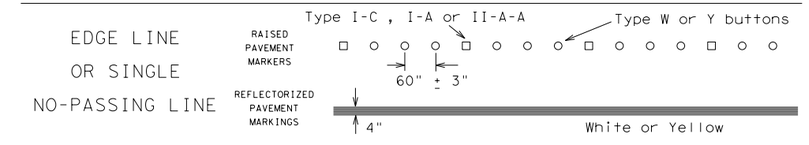
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

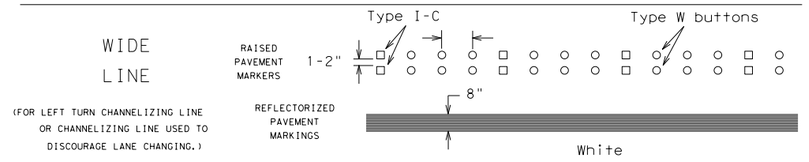


EDGE LINE OR SINGLE NO-PASSING LINE



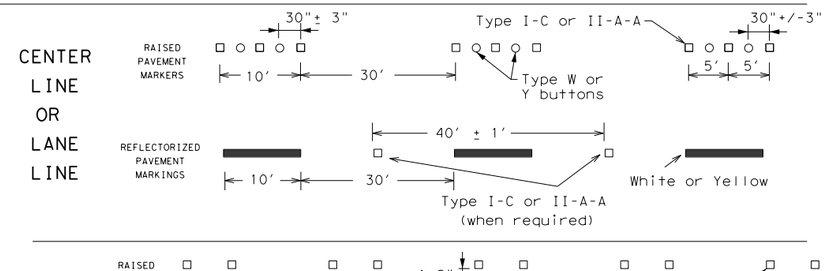
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

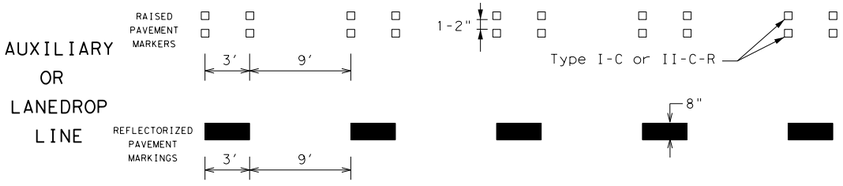


BROKEN LINES

CENTER LINE OR LANE LINE

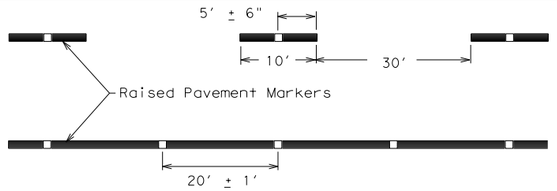


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 1-97 9-07 5-21 2-98 7-13 11-02 8-14	0914	33	098	CR182
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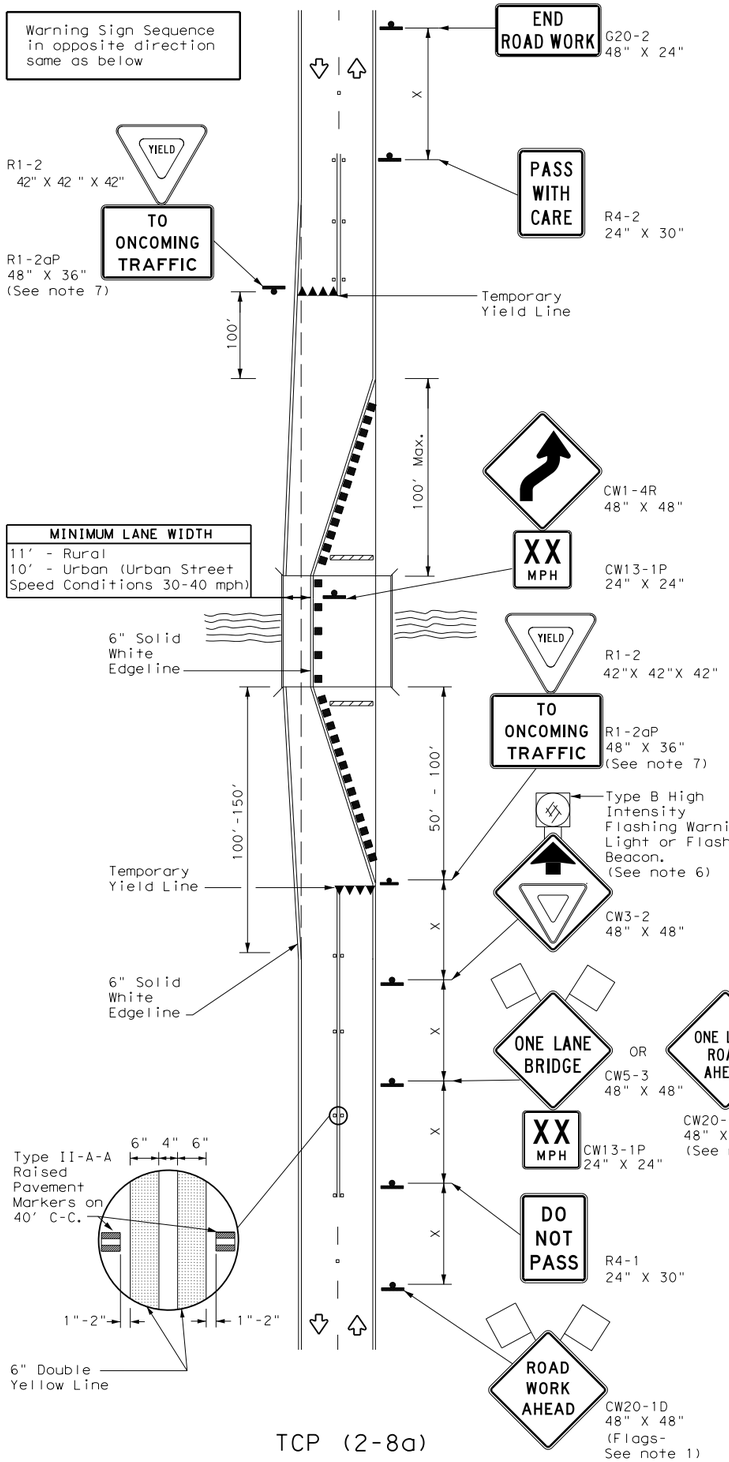
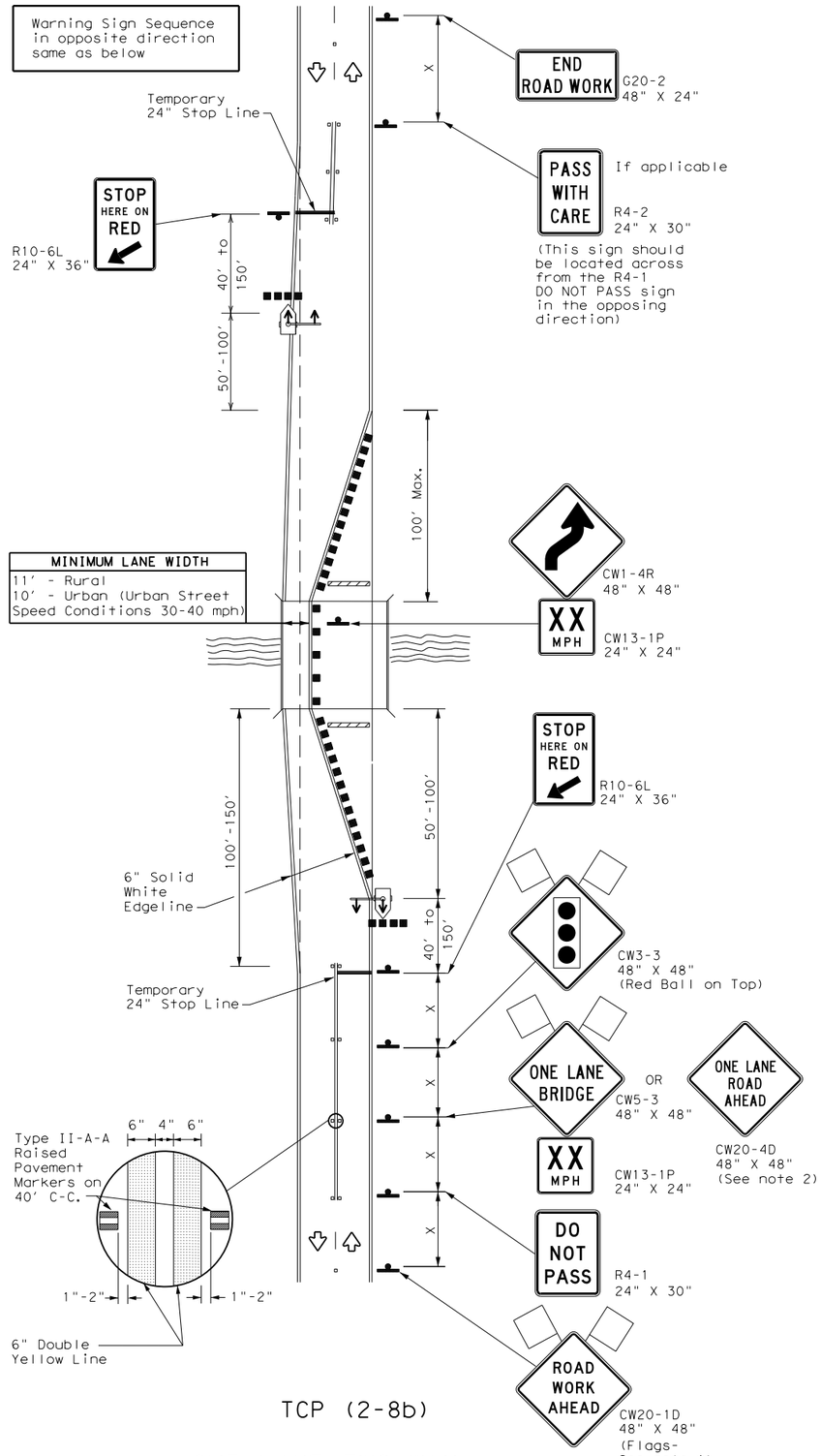


TCP (2-8a)

ONE LANE TWO-WAY
TRAFFIC CONTROL WITH YIELD SIGNS
(Less Than 2000 ADT-See Note 5)



TCP (2-8b)

ONE LANE TWO-WAY
TRAFFIC CONTROL WITH TRAFFIC SIGNAL

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Sign		Traffic Flow
	Flag		Flagger
	Raised Pavement Markers Ty II-AA		Temporary or Portable Traffic Signal

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	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

1. Flags attached to signs where shown are REQUIRED.
2. When this TCP is used at a location which does not involve a bridge, a 48" x 48" CW20-4D "ONE LANE ROAD AHEAD" signs should be used in lieu of the CW5-3 "ONE LANE BRIDGE" signs. The CW13-1P Advisory Speed Plaque is required with either warning sign.
3. Raised pavement markers shall be placed 40 feet c-c on centerline between DO NOT PASS signs and stop or yield lines.
4. For intermediate term situations, when it is not feasible to remove and restore pavement markings, the channelization must be made dominant by using a very close spacing. This is especially important in locations of conflicting information, such as where traffic is directed over a double yellow centerline. In such locations a maximum channelizing device spacing of 20 feet is recommended. The 20 foot channelizing device spacing recommendation is intended for the area of conflicting information and not the entire work zone.

TCP (2-8a)

5. Traffic control by CW3-2 "YIELD AHEAD" symbol signs for one lane two-way traffic control operations should be limited to work spaces less than 400 feet long and roadways with less than 2000 ADT. Otherwise, portable traffic signals should be used.
6. If power is available, a flashing beacon should be attached to the CW3-2 "YIELD AHEAD" symbol sign for emphasis.
7. The R1-2 "YIELD" and R1-2aP "TO ONCOMING TRAFFIC" signs and other regulatory signs shall be installed at 7 foot minimum mounting height.

TCP (2-8b)

8. A list of approved Portable Traffic Signals can be found in the "Compliant Work Zone Traffic Control Devices" list.
9. Portable traffic signals should be located to provide adequate stopping sight distance for approaching motorist (See table above).

Texas Department of Transportation | Traffic Safety Division Standard

TRAFFIC CONTROL PLAN
LONG TERM ONE-LANE TWO-WAY CONTROL

TCP(2-8)-23

FILE: tcp2-8-23.dgn	DN:	CK:	DW:	CK:
© TxDOT April 2023	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
12-85 4-98 2-18	DIST	COUNTY		SHEET NO.
8-95 3-03 4-23	AUS	HAYS		37
1-97 2-12				

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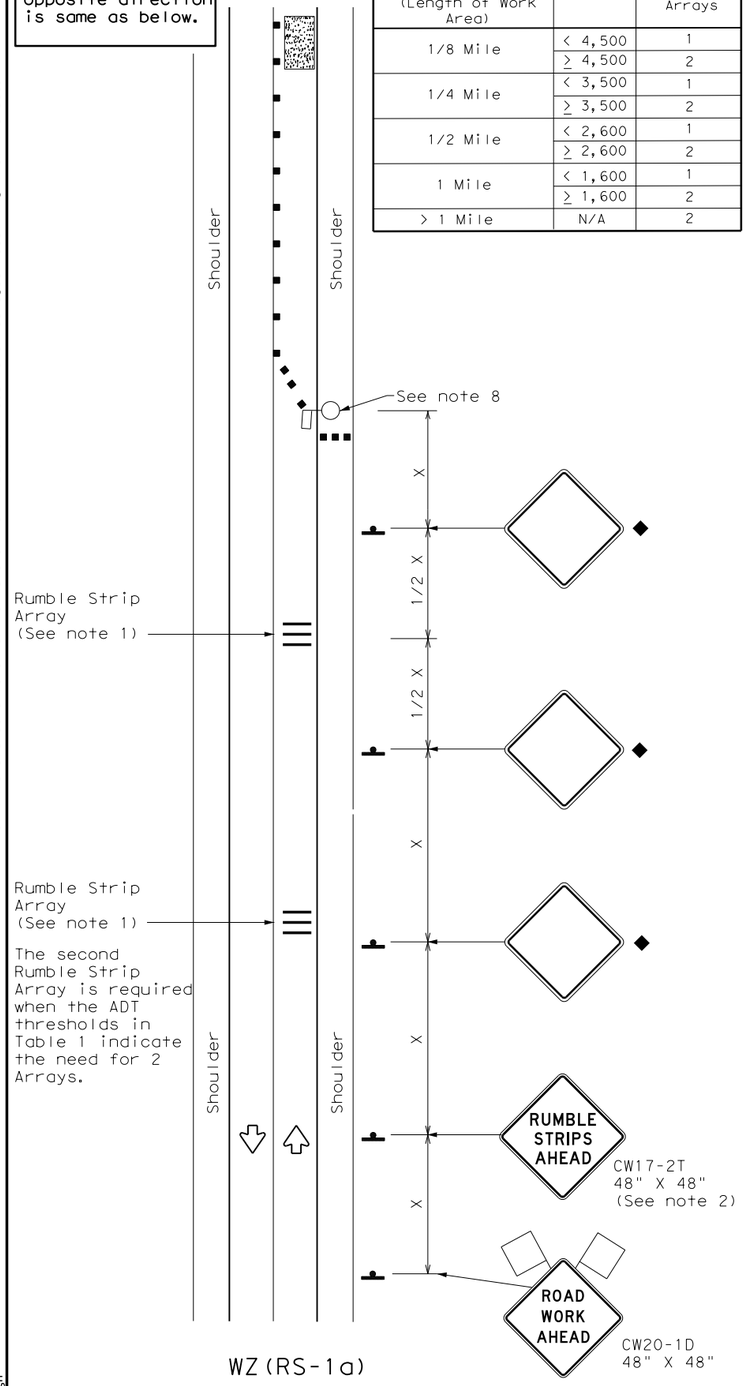
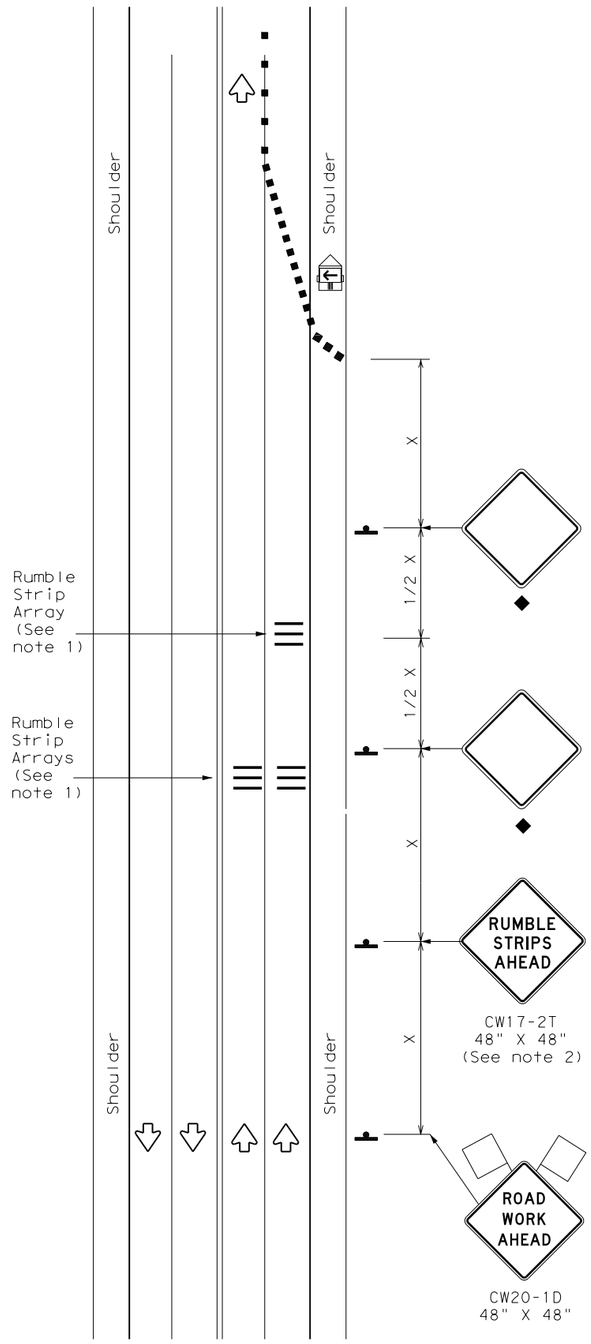
Warning sign and rumble strip sequence in opposite direction is same as below.

TABLE 1		
Flagger to Flagger (Length of Work Area)	ADT	# of Rumble Strip Arrays
1/8 Mile	< 4,500	1
	≥ 4,500	2
1/4 Mile	< 3,500	1
	≥ 3,500	2
1/2 Mile	< 2,600	1
	≥ 2,600	2
1 Mile	< 1,600	1
	≥ 1,600	2
> 1 Mile	N/A	2



WZ(RS-1a)

RUMBLE STRIPS ON ONE-LANE TWO-WAY APPLICATION



WZ(RS-1b)

RUMBLE STRIPS FOR LANE CLOSURE ON CONVENTIONAL ROADWAY

GENERAL NOTES

1. Each Rumble Strip Array should consist of three rumble strips spaced center to center at the spacing shown in Table 2, placed transverse across the lane at locations shown.
2. The CW17-2T "RUMBLE STRIPS AHEAD" sign should be located after the CW20-1D "ROAD WORK AHEAD sign and spaced as shown. If traffic is observed to be queuing, or is expected to queue beyond the Rumble Strips, the CW17-2T sign and the first Rumble Strip Array may be located upstream of the CW20-1D sign as necessary to provide needed warning.
3. Temporary Rumble Strips will be considered subsidiary to Item 502, and shall be a product listed on the Compliant Work Zone Traffic Control Devices.
4. Remove Temporary Rumble Strips before removing the advanced warning signs.
5. Temporary Rumble Strips should not be used on horizontal curves, loose gravel, soft or bleeding asphalt, heavily rutted pavements or unpaved surfaces.
6. Temporary Rumble Strips shall be installed and maintained as per manufacturer's recommendations.
7. This standard sheet shall be used in conjunction with other appropriate TCP standard, TMUTCD typical application or project specific detail for the project.
8. The one-lane two-way application may utilize a flagger, an Automated Flagger Assistance Device (AFAD) or a Portable Traffic Signal (PTS).
9. Replace defective Temporary Rumble Strips as directed by the Engineer.
10. Temporary Rumble Strips may be used on freeways or expressways based on engineering judgment and written direction from the Engineer.

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

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

* Conventional Roads Only

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

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

◆ Signs are for illustrative purposes only. Signs required may vary depending on the TCP, TMUTCD Typical Application, or project specific details for the project.

* For posted speeds in excess of 65 MPH, it is recommended that spacing is increased as speed limits increase. Increasing space between rumble strips will improve effectiveness.

TABLE 2	
Speed	Approximate distance between strips in an array
≤ 40 MPH	10'
> 40 MPH & ≤ 55 MPH	15'
= 60 MPH	20'
≥ 65 MPH	* 35' +

Texas Department of Transportation

Traffic Safety Division Standard

TEMPORARY RUMBLE STRIPS

WZ(RS)-22

FILE: wzrs22.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2012	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
2-14 1-22 4-16	DIST	COUNTY		SHEET NO.
	AUS	HAYS		38

DATE: 7/25/2025
FILE: wzrs22.dgn

CK
DW
CK
DW

Alignment Name:
BL CL-JWR

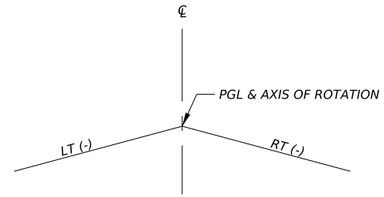
Alignment Description: PROP CL CR 182 (JACOBS WELL RD)

Alignment Style: Alignment\Baseline

	Station	Northing	Easting
Element: Linear			
POT (POT)	*100+00.00 R1*	*13926421.606*	*2247873.341*
PC (PC)	*103+12.44 R1*	*13926568.363*	*2248149.171*
Tangential Direction:	*N61.985°E*		
Tangential Length:	*312.441*		
Element: Circular			
PC (PC)	*103+12.44 R1*	*13926568.363*	*2248149.171*
PI (PI)	*105+38.25 R1*	*13926674.426*	*2248348.519*
CC (CC)		*13927091.876*	*2247870.634*
PT (PT)	*107+43.95 R1*	*13926886.219*	*2248426.830*
Radius:	*593.000*		
Delta:	*41.692° Left*		
Degree of Curvature (Arc):	*9.662°*		
Length:	*431.508*		
Tangent:	*225.807*		
Chord:	*422.051*		
Middle Ordinate:	*38.818*		
External:	*41.537*		
Back Tangent Direction:	*N61.985°E*		
Back Radial Direction:	*S28.015°E*		
Chord Direction:	*N41.138°E*		
Ahead Radial Direction:	*S69.708°E*		
Ahead Tangent Direction:	*N20.292°E*		
Element: Linear			
PT (PT)	*107+43.95 R1*	*13926886.219*	*2248426.830*
PC (PC)	*111+47.47 R1*	*13927264.692*	*2248566.773*
Tangential Direction:	*N20.292°E*		
Tangential Length:	*403.517*		
Element: Circular			
PC (PC)	*111+47.47 R1*	*13927264.692*	*2248566.773*
PI (PI)	*113+39.19 R1*	*13927444.520*	*2248633.266*
CC (CC)		*13927059.035*	*2249122.970*
PT (PT)	*115+18.34 R1*	*13927551.383*	*2248792.451*
Radius:	*593.000*		
Delta:	*35.834° Right*		
Degree of Curvature (Arc):	*9.662°*		
Length:	*370.874*		
Tangent:	*191.727*		
Chord:	*364.859*		
Middle Ordinate:	*28.758*		
External:	*30.224*		
Back Tangent Direction:	*N20.292°E*		
Back Radial Direction:	*S69.708°E*		
Chord Direction:	*N38.209°E*		
Ahead Radial Direction:	*S33.874°E*		
Ahead Tangent Direction:	*N56.126°E*		
Element: Linear			
PT (PT)	*115+18.34 R1*	*13927551.383*	*2248792.451*
POT (POT)	*118+84.57 R1*	*13927755.509*	*2249096.521*
Tangential Direction:	*N56.126°E*		
Tangential Length:	*366.233*		

SUPERELEVATION TABLE

JACOBS WELL ROAD		
STATION (℄ JACOBS WELL)	*LT*	*RT*
101+10.00	*-2.24%*	*-1.05%*
101+30.00	*-2.00%*	*-2.00%*
102+50.50		*-2.00%*
103+28.50		*2.00%*
107+28.00		*2.00%*
108+06.00		*-2.00%*
110+85.00	*-2.00%*	
111+63.00	*2.00%*	
115+02.00	*2.00%*	
115+80.00	*-2.00%*	
116+36.00		*-2.00%*
116+48.00	*-2.00%*	
117+36.26	*2.55%*	*-7.13%*



EXPLANATION OF CROSS SLOPE SIGNING CONVENTION LOOKING IN THE DIRECTION OF INCREASING STATIONS

7/28/25

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BREGGER A. GARRISON
122018
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web - www.freese.com

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CR182 (JACOBS WELL RD) HORIZONTAL ALIGNMENT DATA

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	*39*

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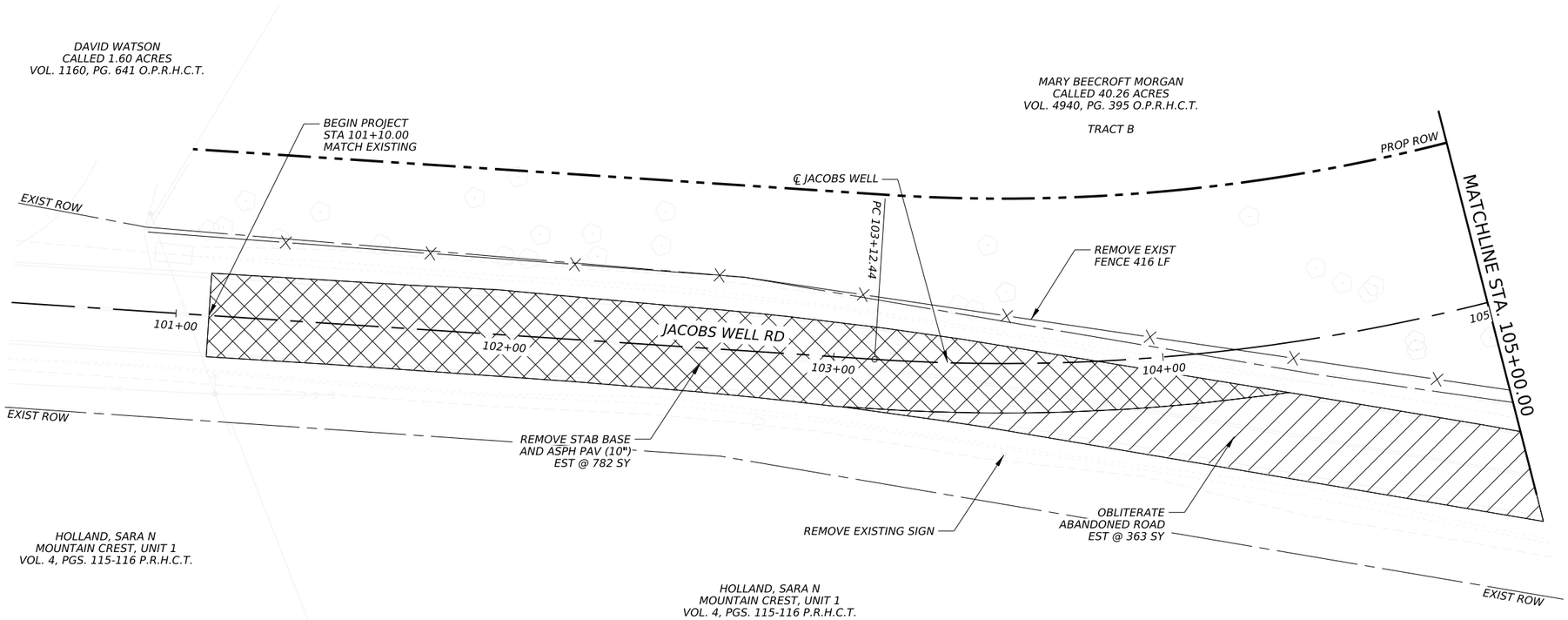

0 20 40

SCALE IN FEET

LEGEND:

- REMOVE ASPHALT
- OBLITERATE ASPHALT
- REMOVE CONCRETE
- REMOVE FENCE

NOTES:

1. REMOVAL OF EXISTING CMP AND SET SHALL NOT BE PAID FOR SEPARATELY. BOTH ITEMS SHALL BE SUBSIDIARY TO ITEM 100 7002 PREPARING ROW.

2. FENCE ALONG BEECROFT PROPERTY TO BE INSTALLED BY OTHERS.

7/28/25

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CR182
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REMOVAL LAYOUT
BEGIN TO 105+00.00

SHEET 1 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	40

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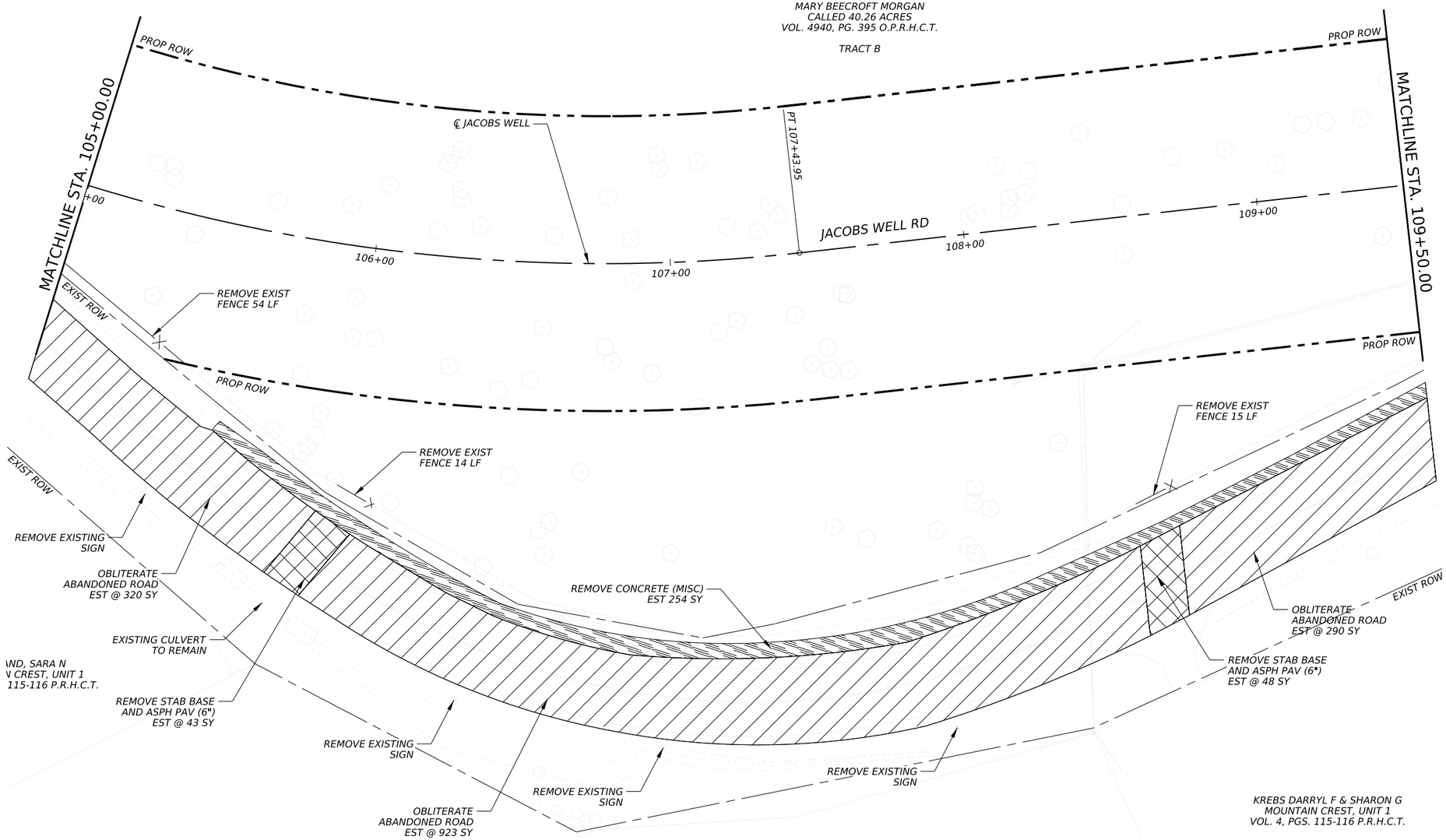

0 20 40

SCALE IN FEET

LEGEND:

- REMOVE ASPHALT
- OBLITERATE ASPHALT
- REMOVE CONCRETE
- REMOVE FENCE

NOTES:

1. REMOVAL OF EXISTING CMP AND SET SHALL NOT BE PAID FOR SEPARATELY. BOTH ITEMS SHALL BE SUBSIDIARY TO ITEM 100 7002 PREPARING ROW.

2. FENCE ALONG BEECROFT PROPERTY TO BE INSTALLED BY OTHERS.

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REMOVAL LAYOUT
STA 105+00 TO STA 109+50

SHEET 2 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 41

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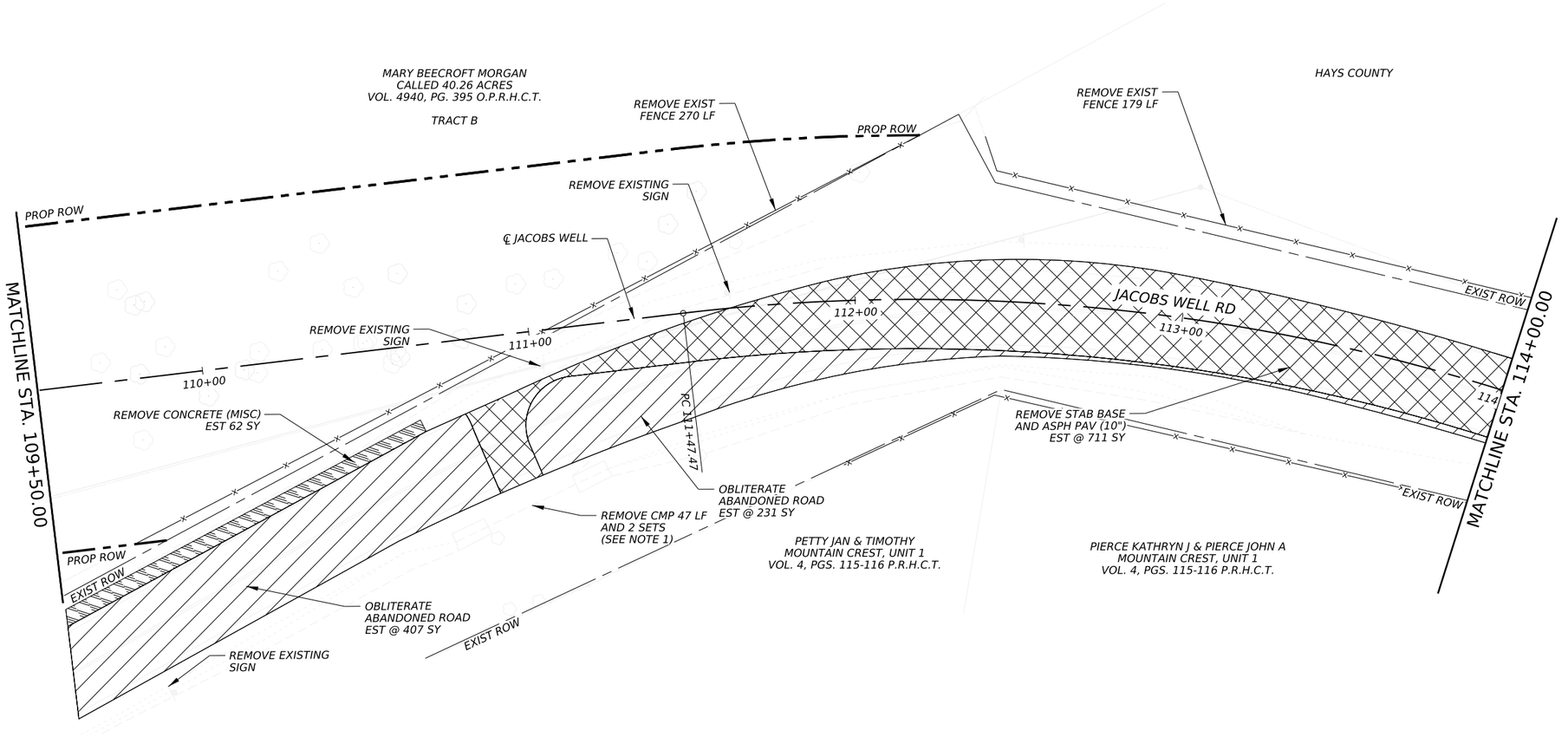


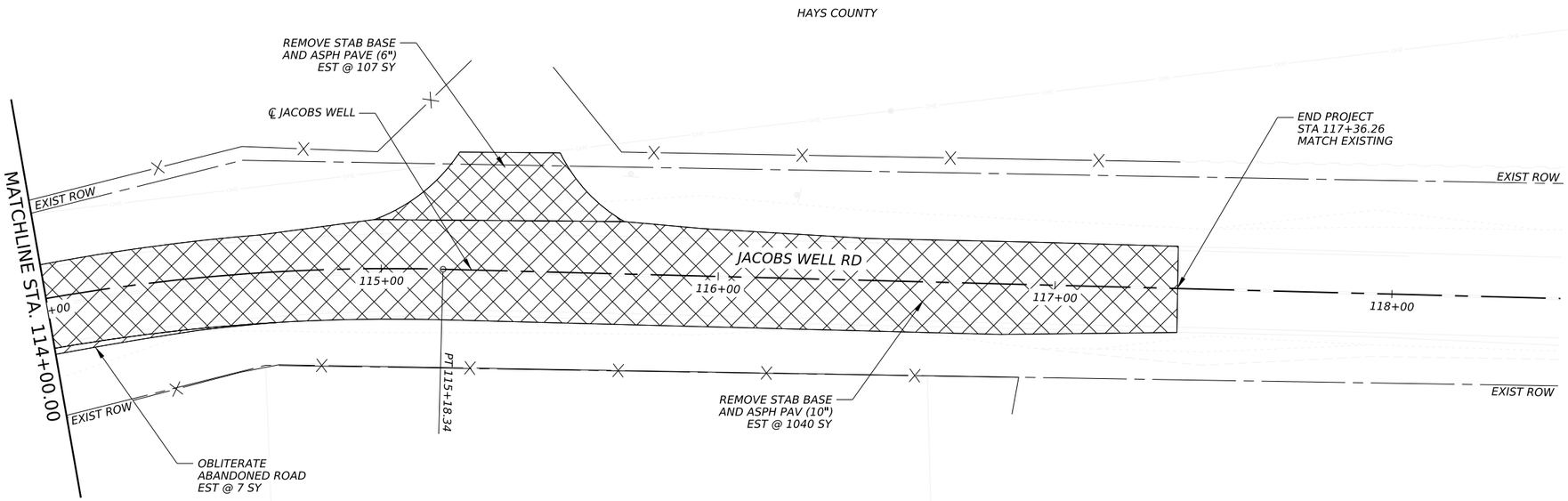
LEGEND:

- REMOVE ASPHALT
- OBLITERATE ASPHALT
- REMOVE CONCRETE
- REMOVE FENCE

NOTES:

1. REMOVAL OF EXISTING CMP AND SET SHALL NOT BE PAID FOR SEPARATELY. BOTH ITEMS SHALL BE SUBSIDIARY TO ITEM 100 7002 PREPARING ROW.

2. FENCE ALONG BEECROFT PROPERTY TO BE INSTALLED BY OTHERS.



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REMOVAL LAYOUT
STA 109+50 TO END

SHEET 3 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	42

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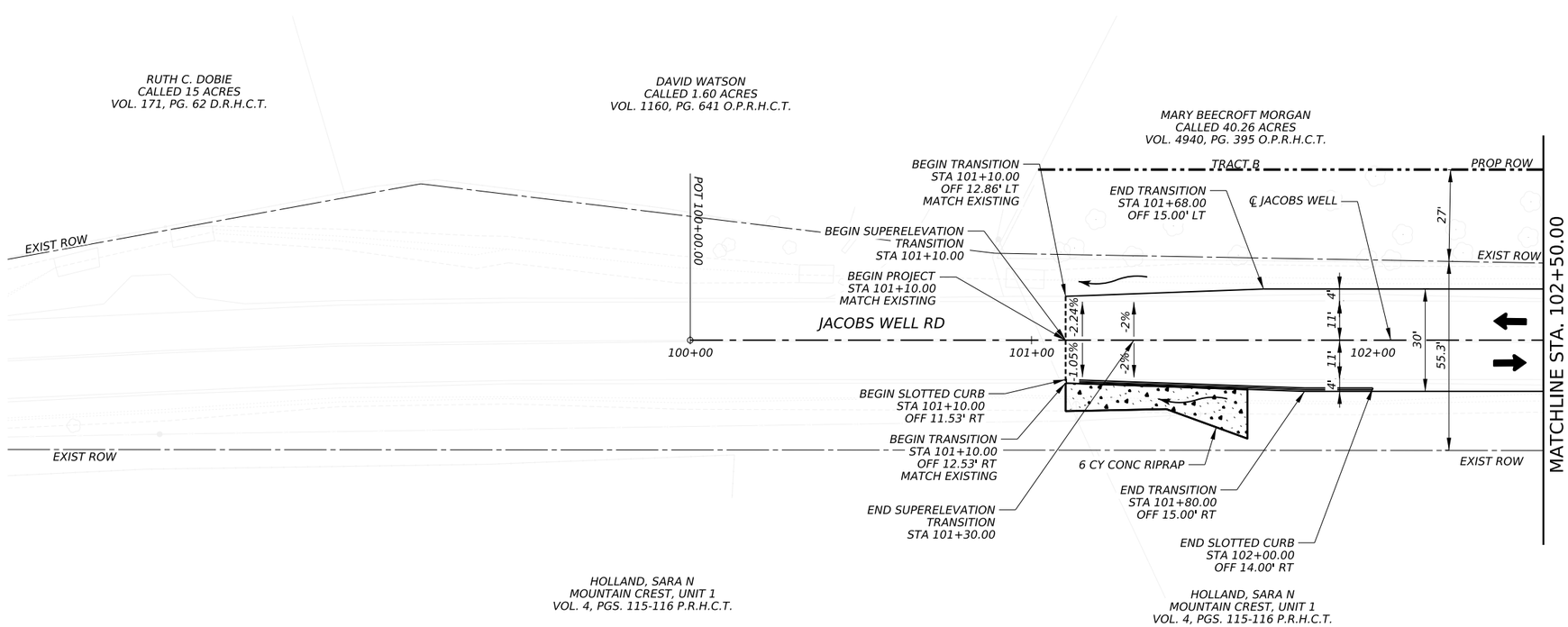

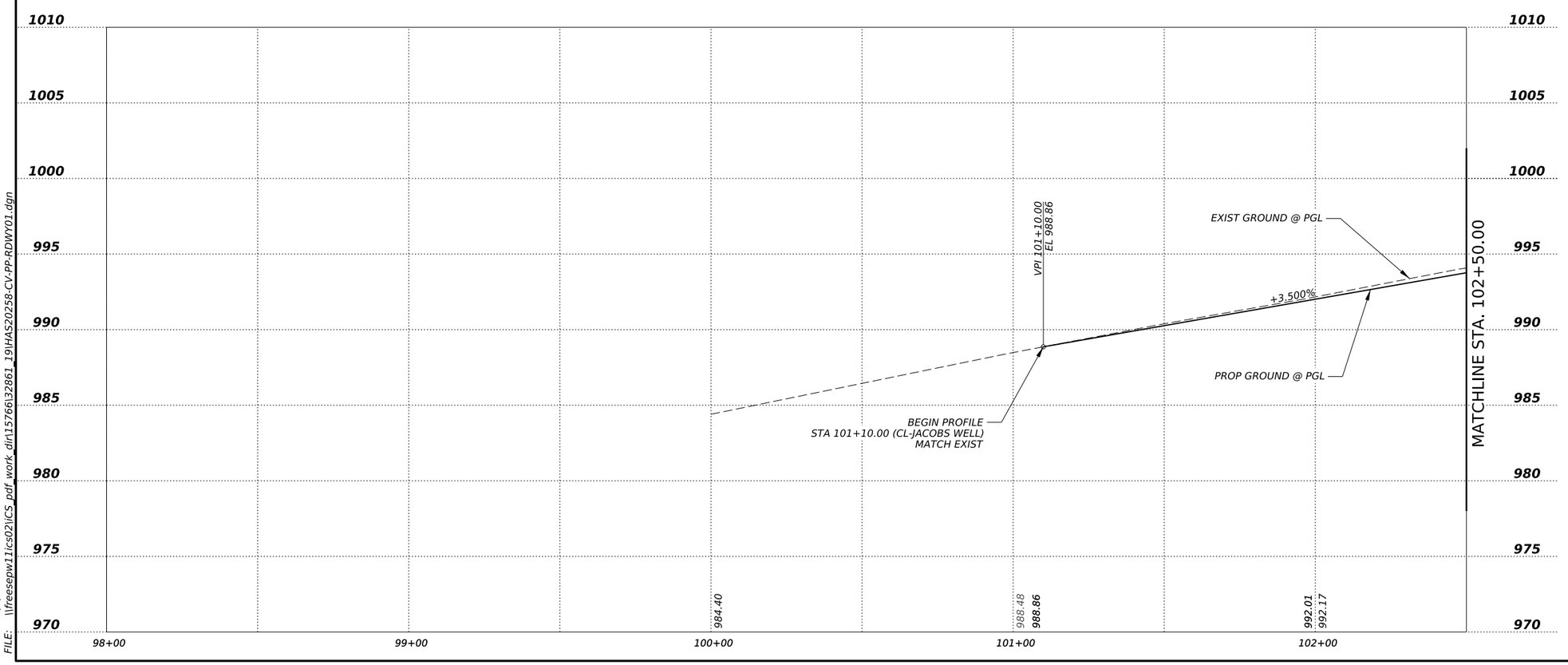

0 20 40
HORIZONTAL SCALE
0 4 8
VERTICAL SCALE

LEGEND:
- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- TRAFFIC FLOW DIRECTION
- DITCH FLOW DIRECTION
- CONC RIPRAP

09/09/2025

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PLAN & PROFILE SHEETS
BEGIN TO STA 102+00

SHEET 1 OF 5

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
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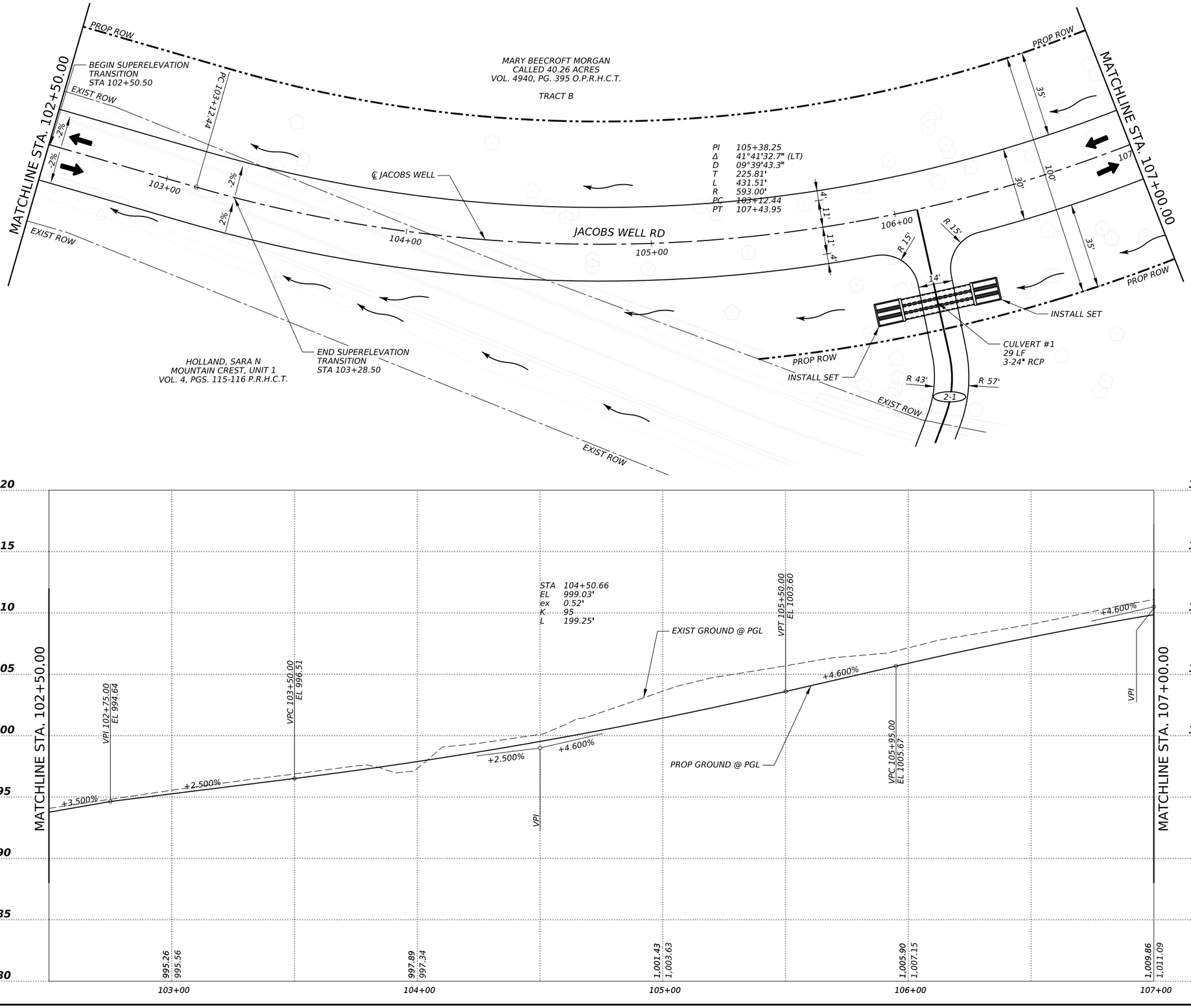

0 20 40
HORIZONTAL SCALE

0 4 8
VERTICAL SCALE

LEGEND:

- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- TRAFFIC FLOW DIRECTION
- DITCH FLOW DIRECTION
- CONC RIPRAP

09/09/2025

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STA 102+50 TO STA 107+00

SHEET 2 OF 5

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	44

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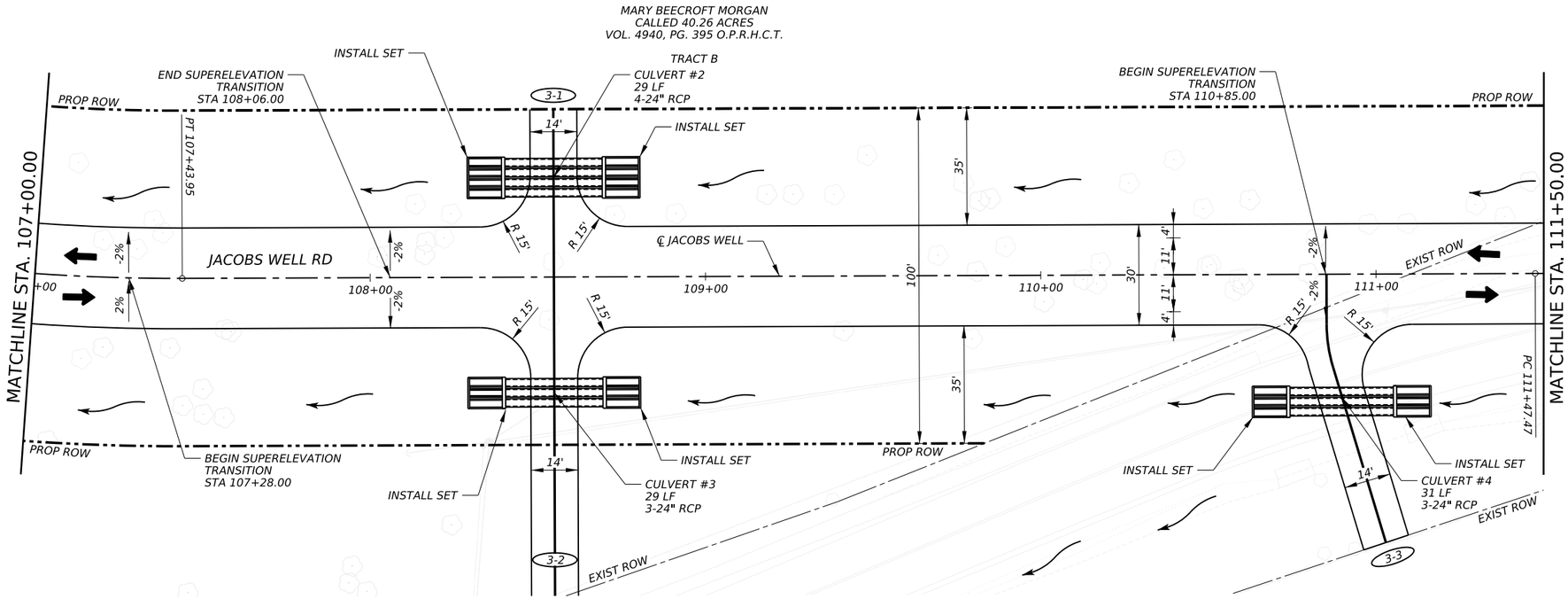

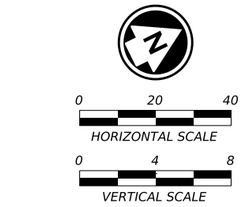

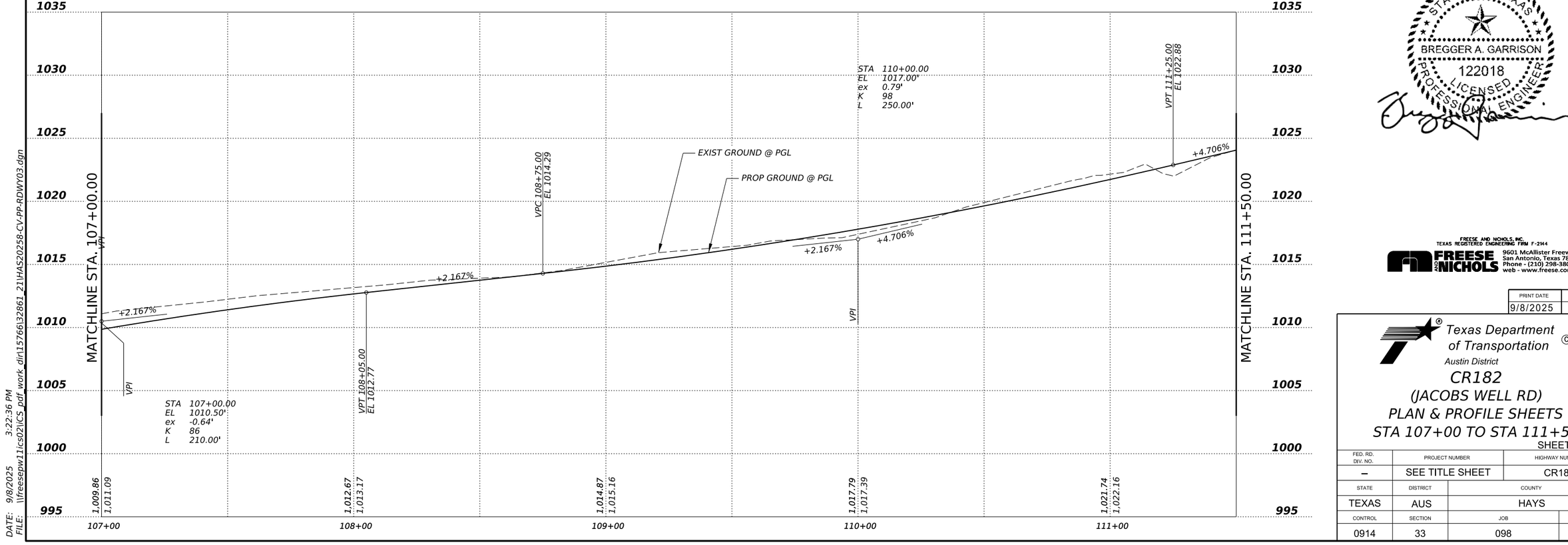

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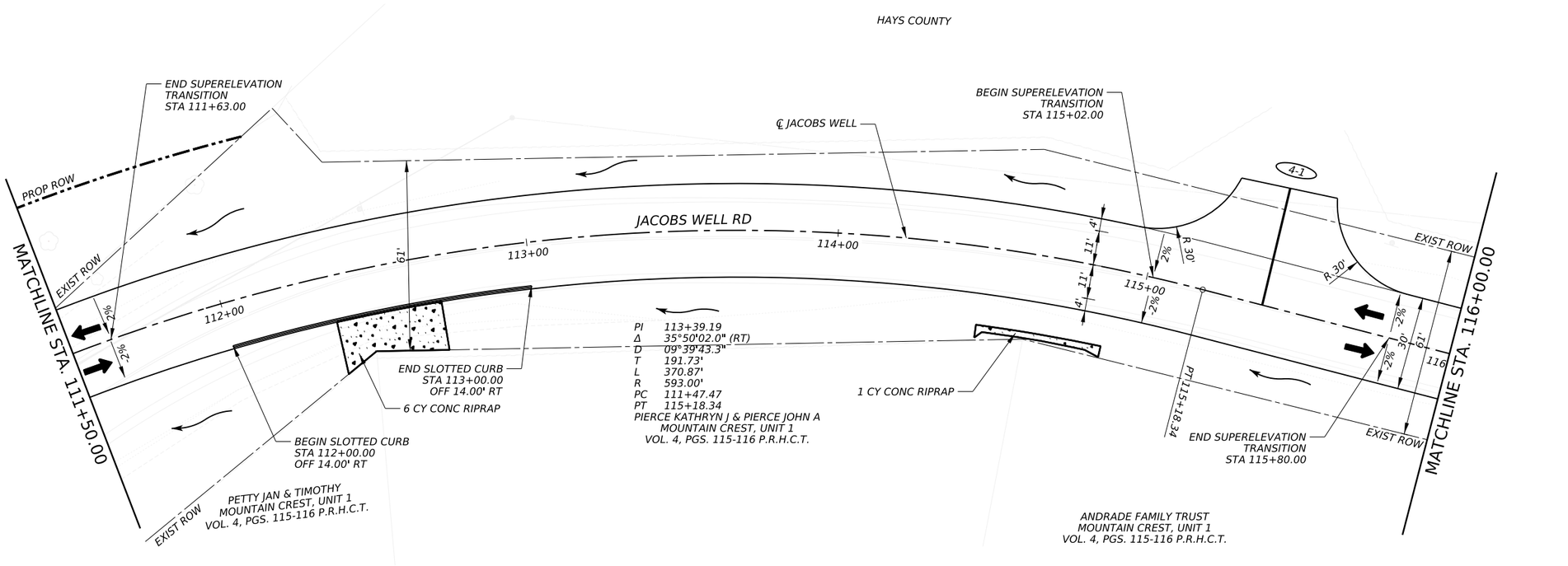
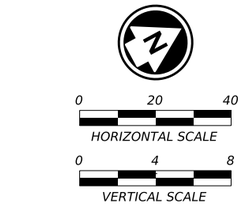
PLAN & PROFILE SHEETS
STA 107+00 TO STA 111+50

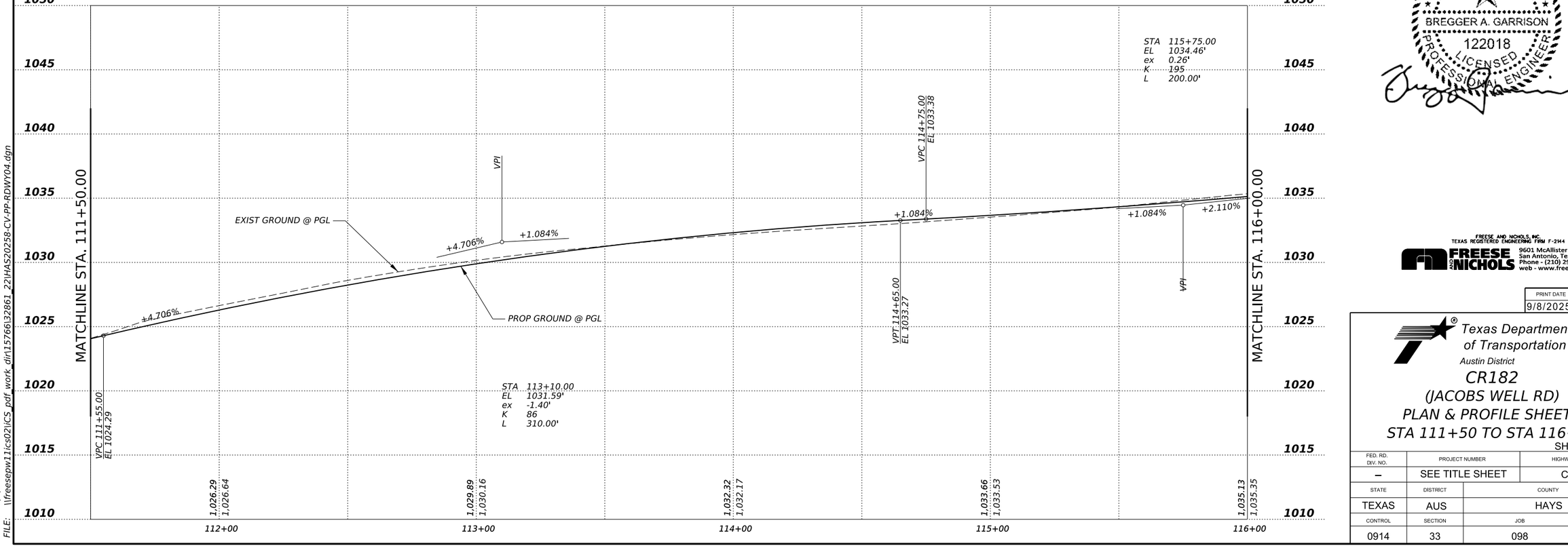
SHEET 3 OF 5

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	45

HAYS COUNTY







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PLAN & PROFILE SHEETS
STA 111+50 TO STA 116+00

SHEET 4 OF 5

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	46

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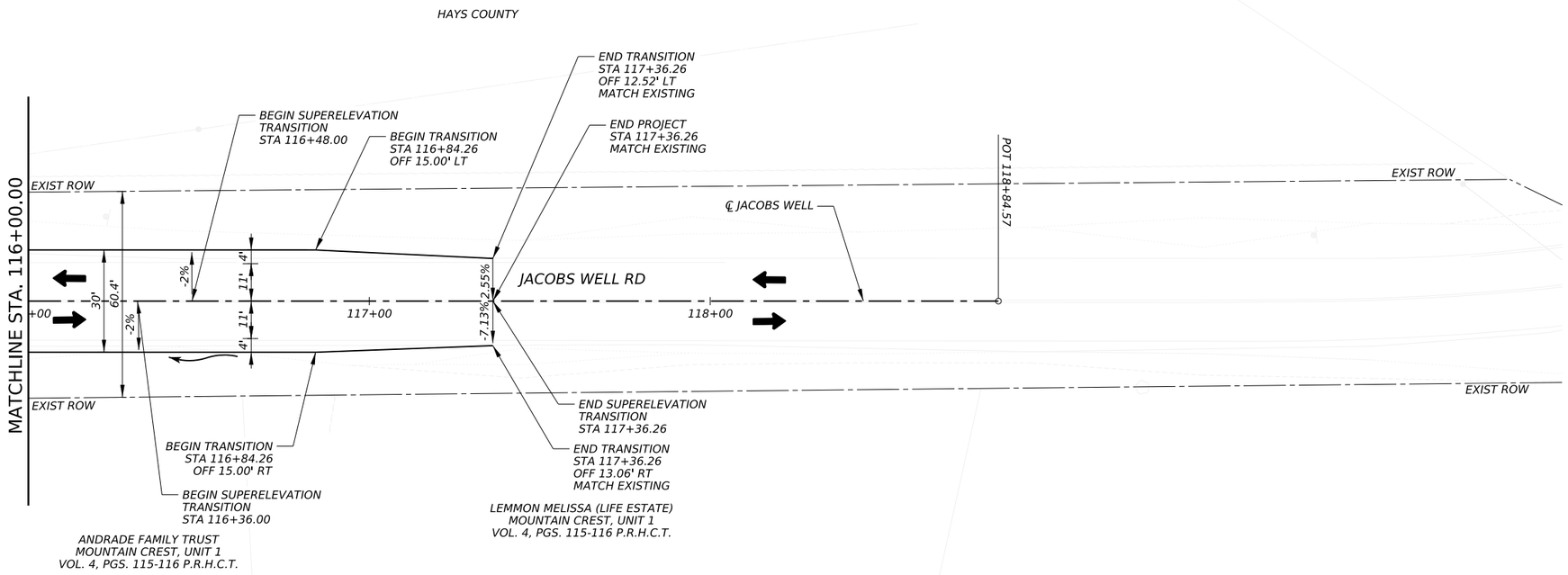
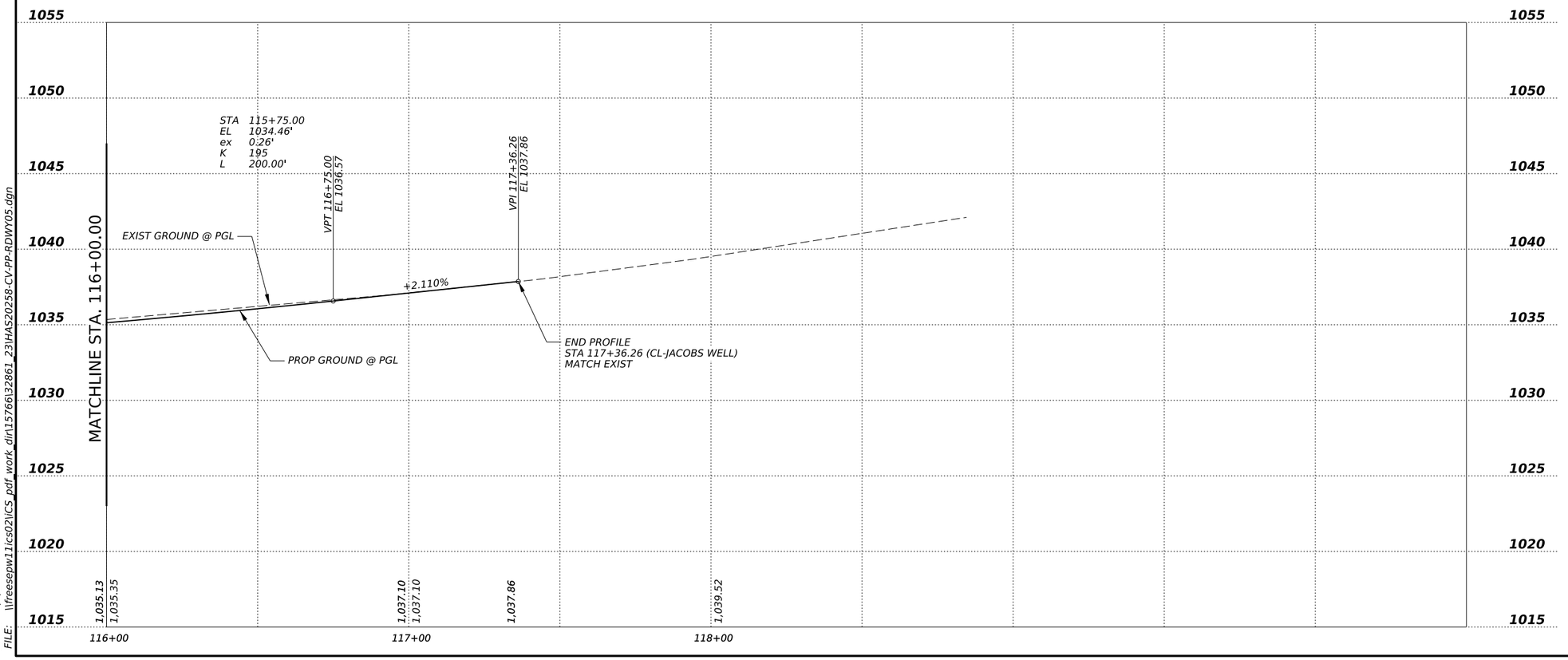
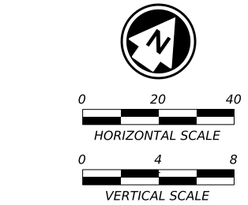
HAYS COUNTY







LEGEND:

- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- TRAFFIC FLOW DIRECTION
- DITCH FLOW DIRECTION
- CONC RIPRAP

09/09/2025

STATE OF TEXAS
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PLAN & PROFILE SHEETS
STA 116.00 TO END

SHEET 5 OF 5

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	47

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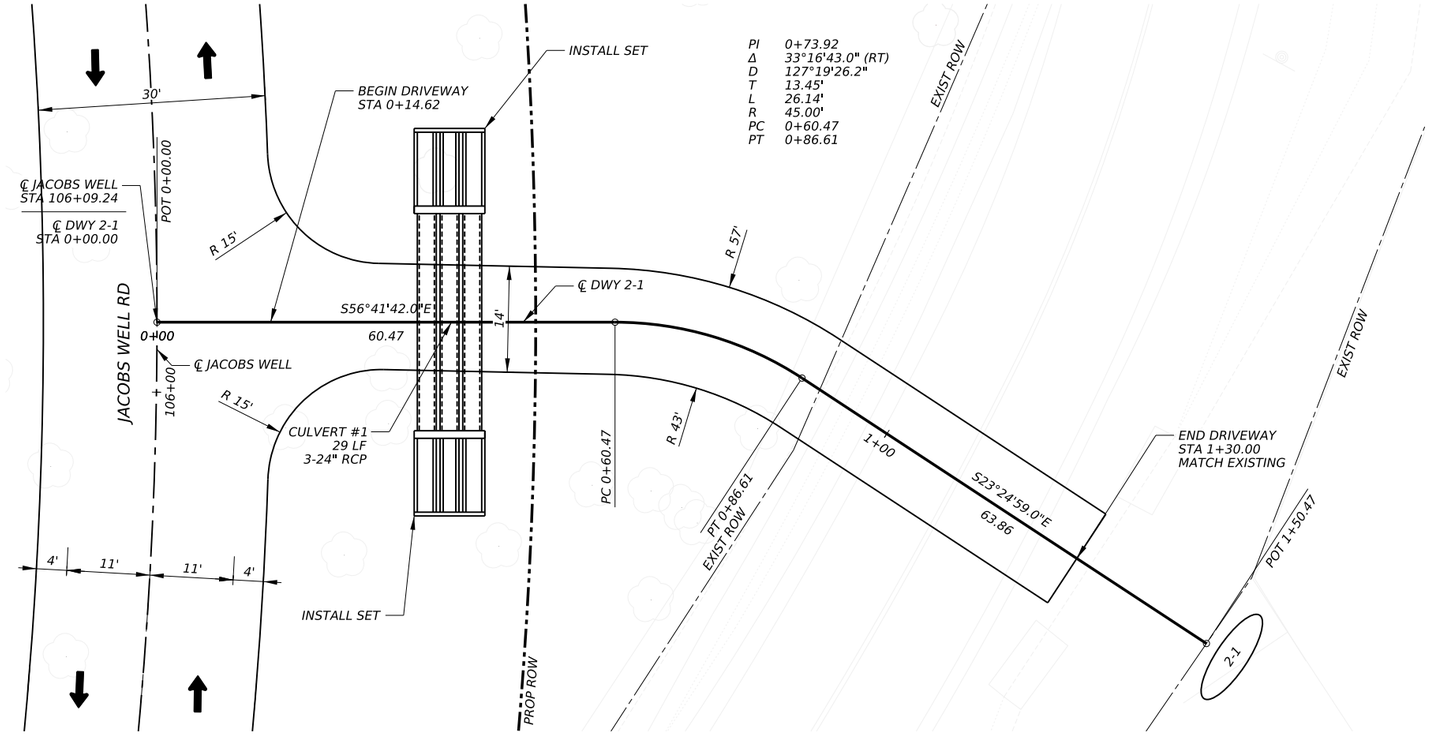

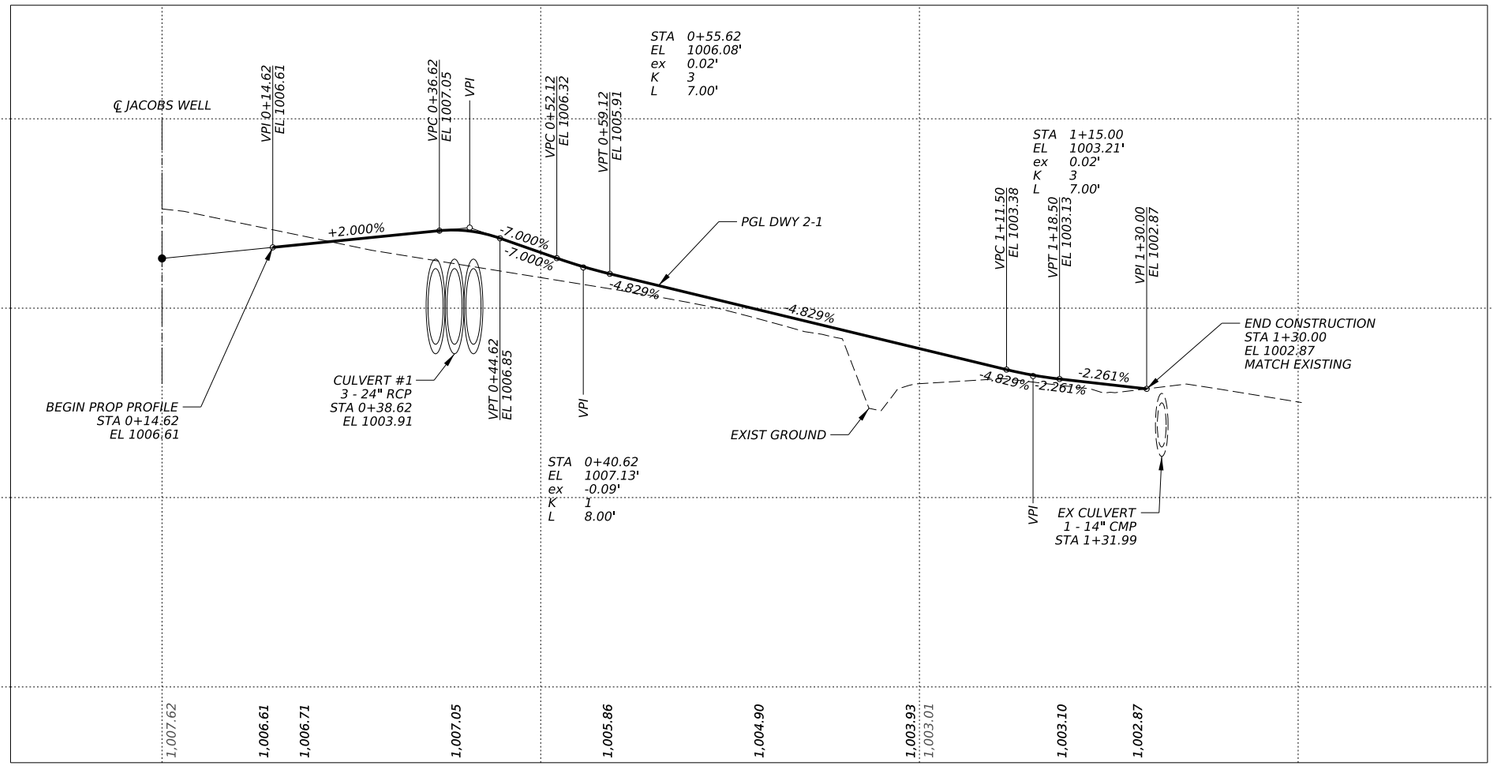

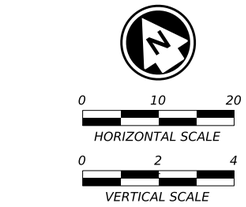

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web - www.freese.com

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CR182 (JACOBS WELL RD) PLAN AND PROFILE DRIVEWAY 2-1

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 48

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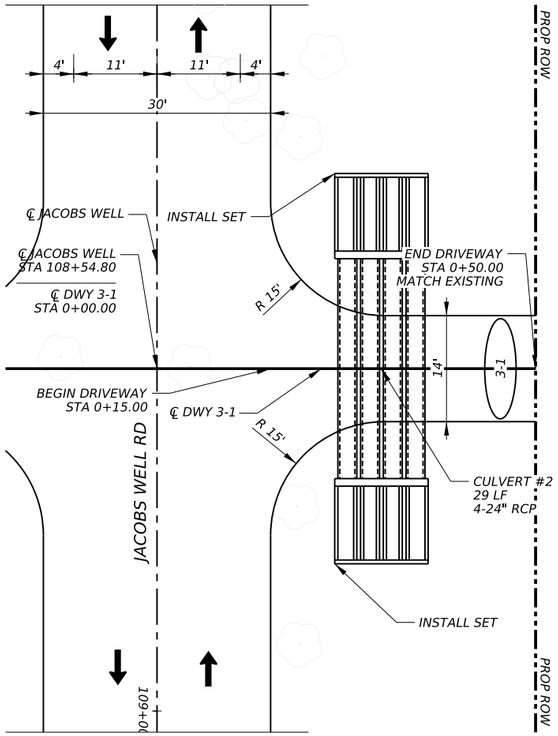

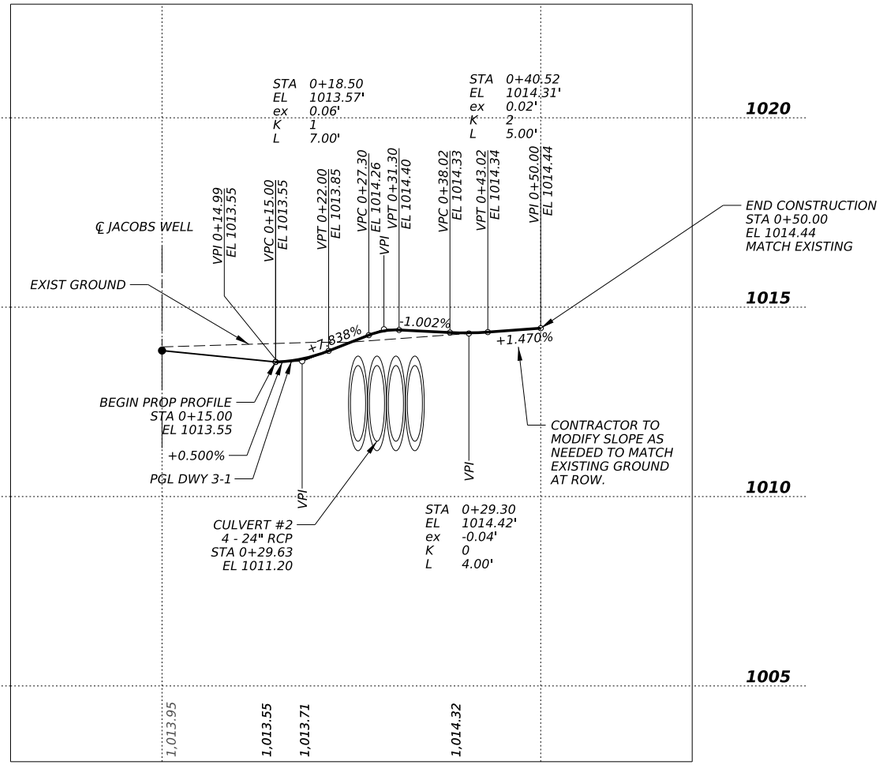

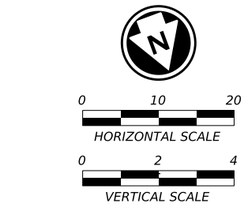

LEGEND:

- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- TRAFFIC FLOW DIRECTION
- DITCH FLOW DIRECTION
- CONC RIPRAP

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–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 49

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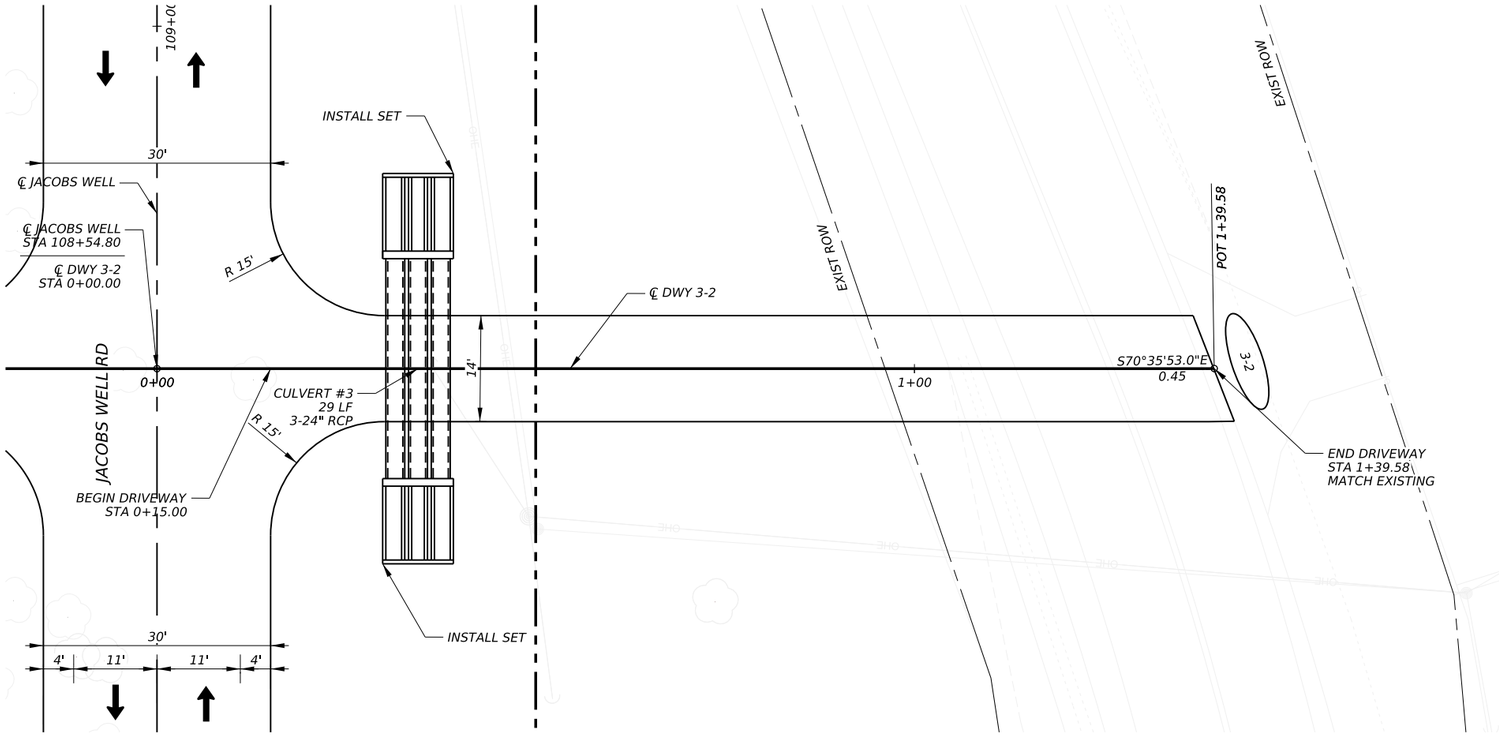

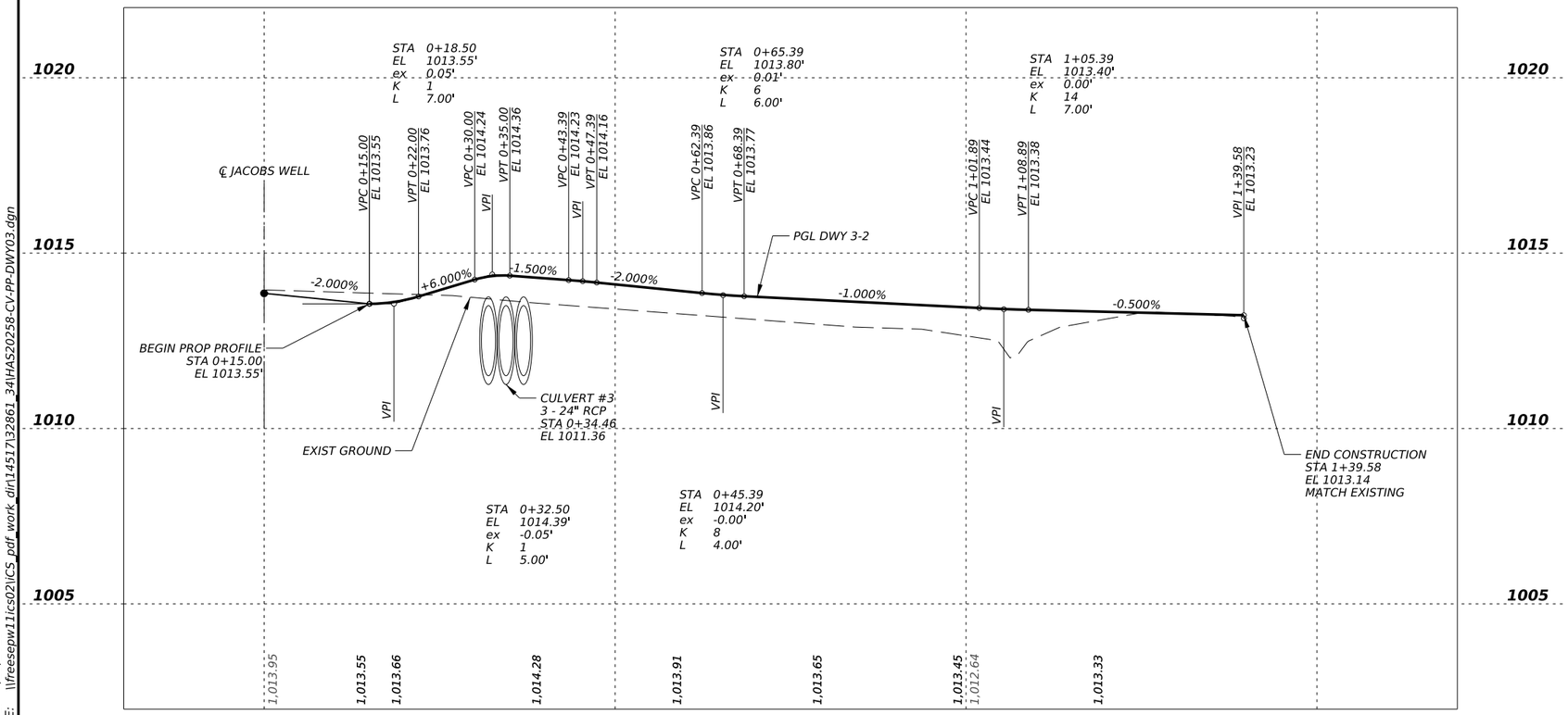

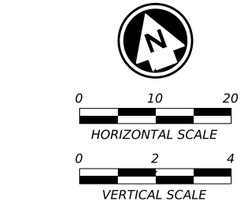

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CR182 (JACOBS WELL RD) PLAN AND PROFILE DRIVEWAY 3-2

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 50

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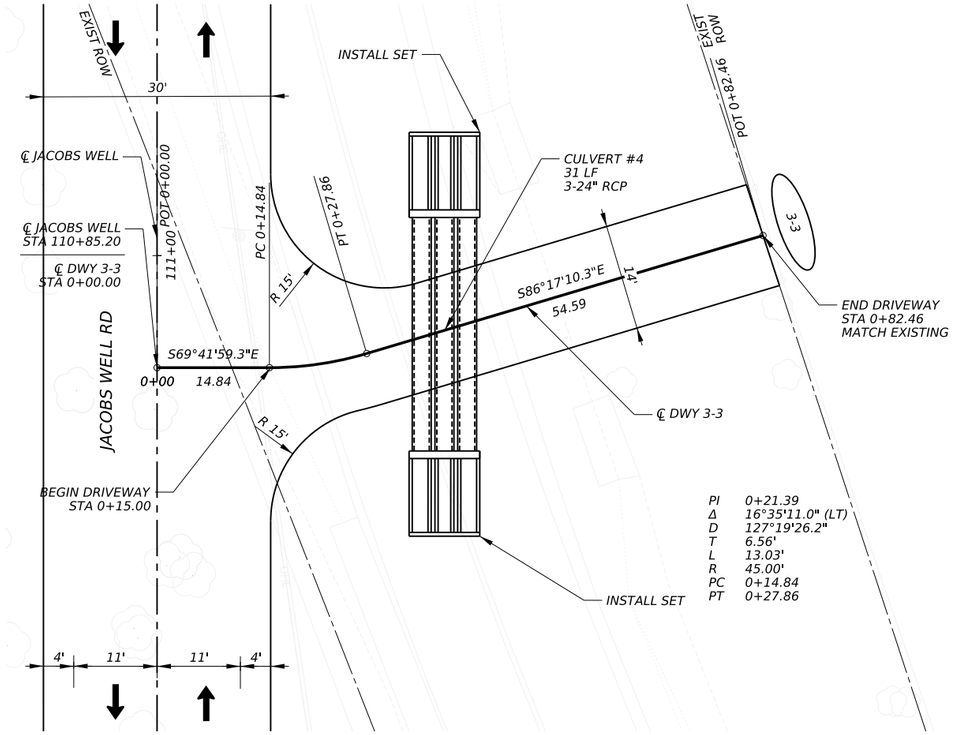

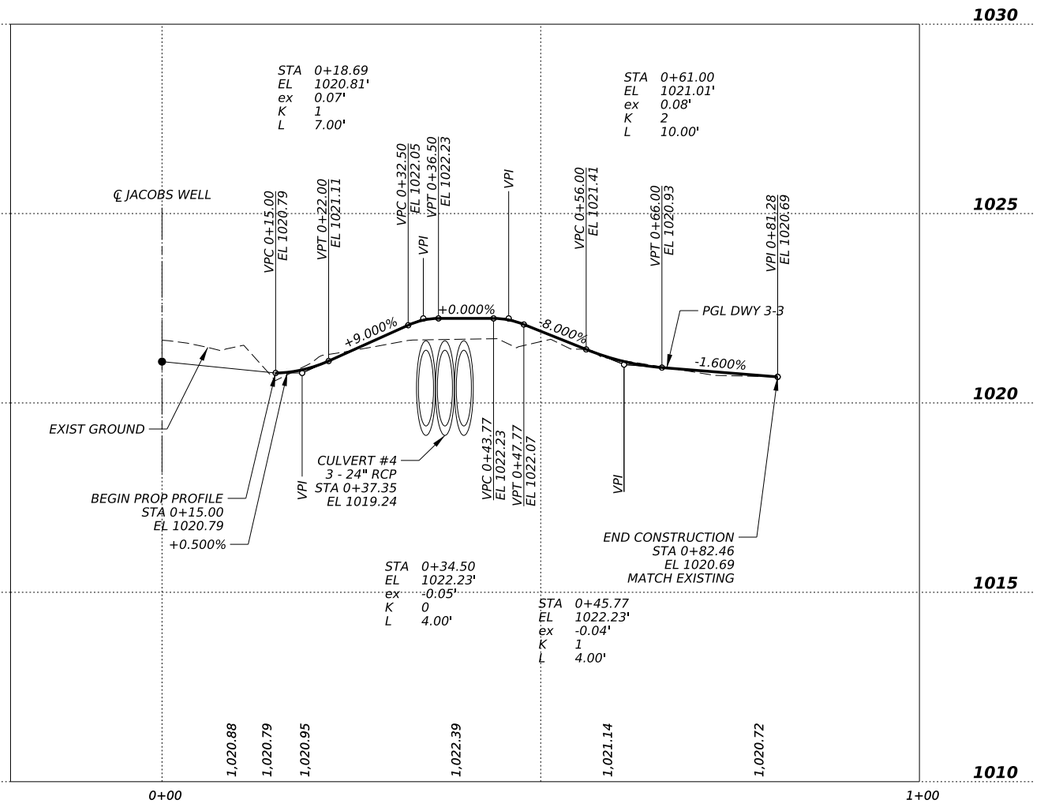

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LEGEND:

- PROPOSED RIGHT OF WAY
- EXISTING RIGHT OF WAY
- TRAFFIC FLOW DIRECTION
- DITCH FLOW DIRECTION
- CONC RIPRAP

09/09/2025

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CR182
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PLAN AND PROFILE
DRIVEWAY 3-3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
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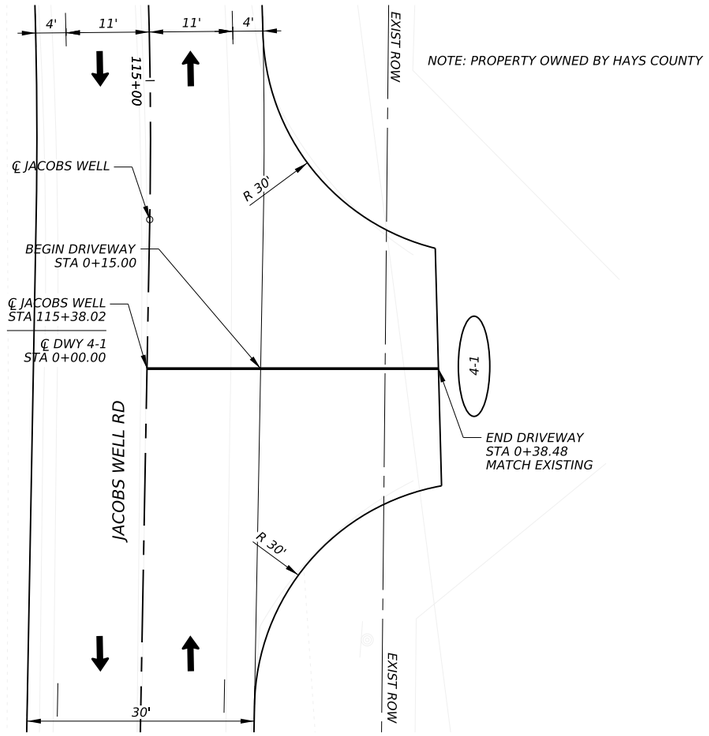

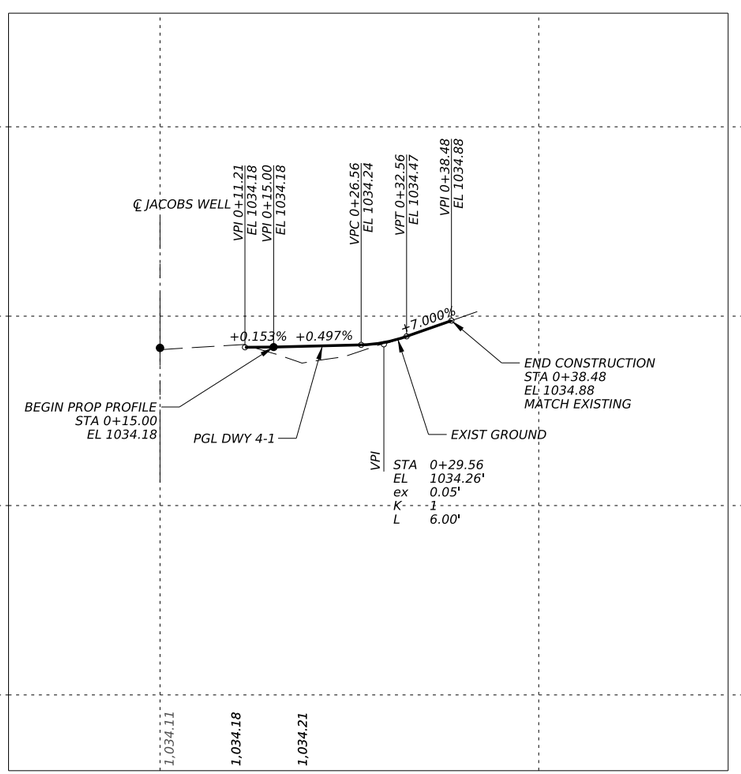

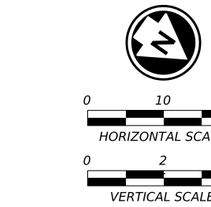

LEGEND:

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- EXISTING RIGHT OF WAY
- TRAFFIC FLOW DIRECTION
- DITCH FLOW DIRECTION
- CONC RIPRAP

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(JACOBS WELL RD)
PLAN AND PROFILE
DRIVEWAY 4-1

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 52

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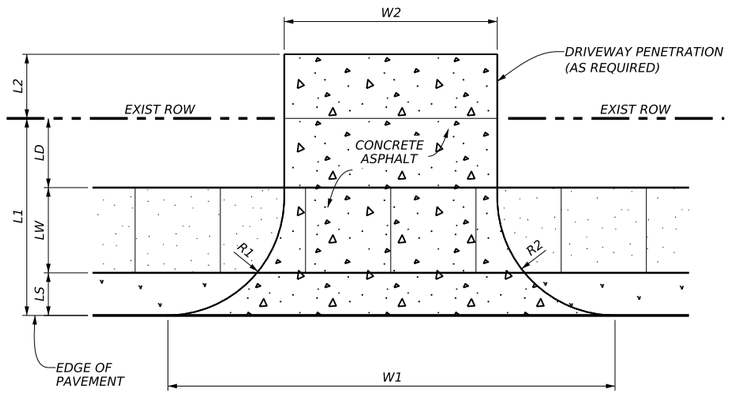
DRIVEWAY SUMMARY													
DRIVEWAY NO	STATION		LT/RT	WIDTH		LENGTH					RADIUS		ITEM 530 7010
				W1	W2	L1	LS	LW	LD	L2	R1	R2	DRIVEWAY (ACP)
				FT	FT	FT	FT	FT	FT	FT	FT	FT	SY
JACOBS WELL RD													
2-1	STA.	106+09.24	RT	43.0	14.1	115.4	0	0	0	0	15	15	190.1
3-1	STA.	108+54.80	LT	44.0	14.0	35.0	0	0	0	0	15	15	65.2
3-2	STA.	108+54.80	RT	44.0	14.3	124.5	0	0	0	0	15	15	204.4
3-3	STA.	110+85.20	RT	45.8	14.0	67.5	0	0	0	0	15	15	118.2
4-1	STA.	115+38.02	LT	88.8	31.4	23.7	0	0	0	7.0	30	30	121.7



TYPICAL DRIVEWAY PLAN VIEW
DETAIL A

7/28/25

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DRIVEWAY SUMMARY AND DETAIL

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
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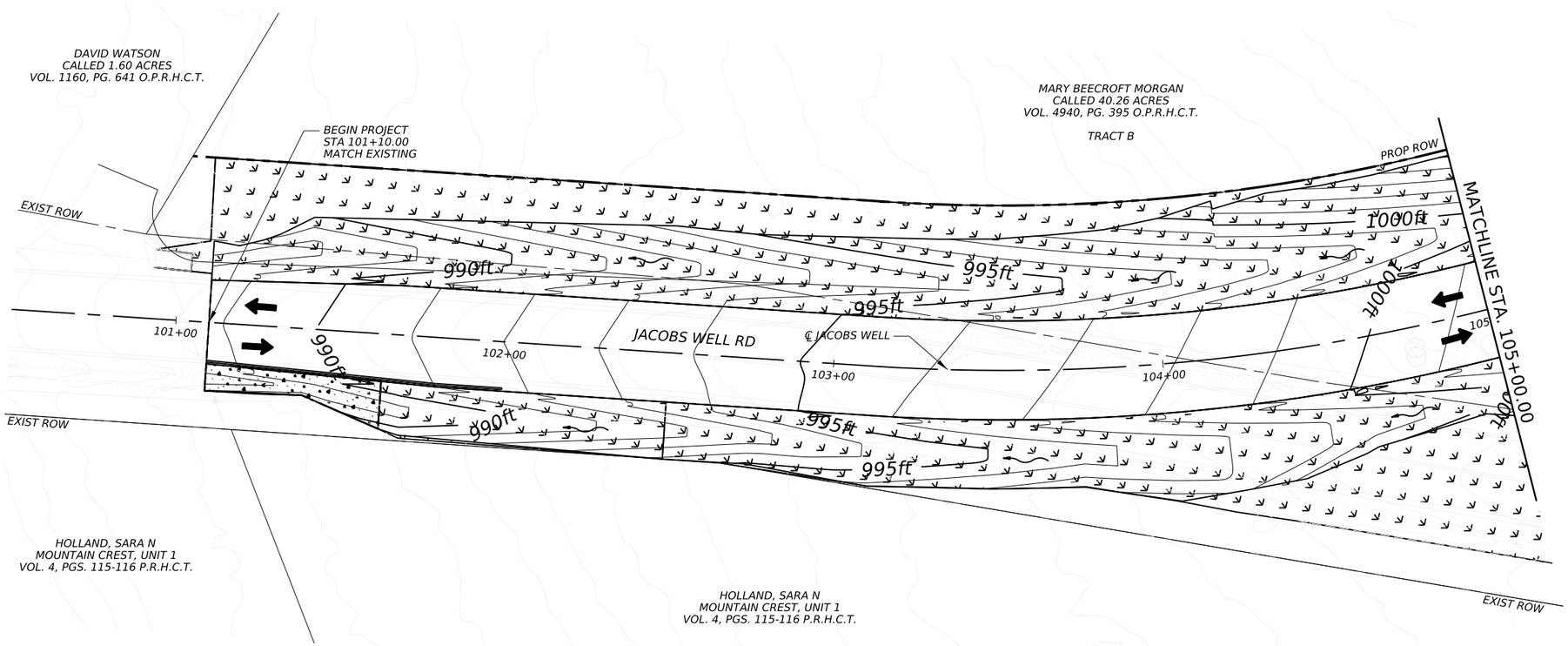

0 20 40

SCALE IN FEET

LEGEND

- TRAFFIC FLOW
- PROP ROW
- EXIST ROW
- XXft — PROP CONTOURS
- XXft — EXIST CONTOURS
- FLOW ARROWS
- SEEDING / SOIL RETENTION BLANKET
- 4" CONC RIPRAP

7/28/25

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GRADING LAYOUT
BEGIN TO 105+00.00

SHEET 1 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
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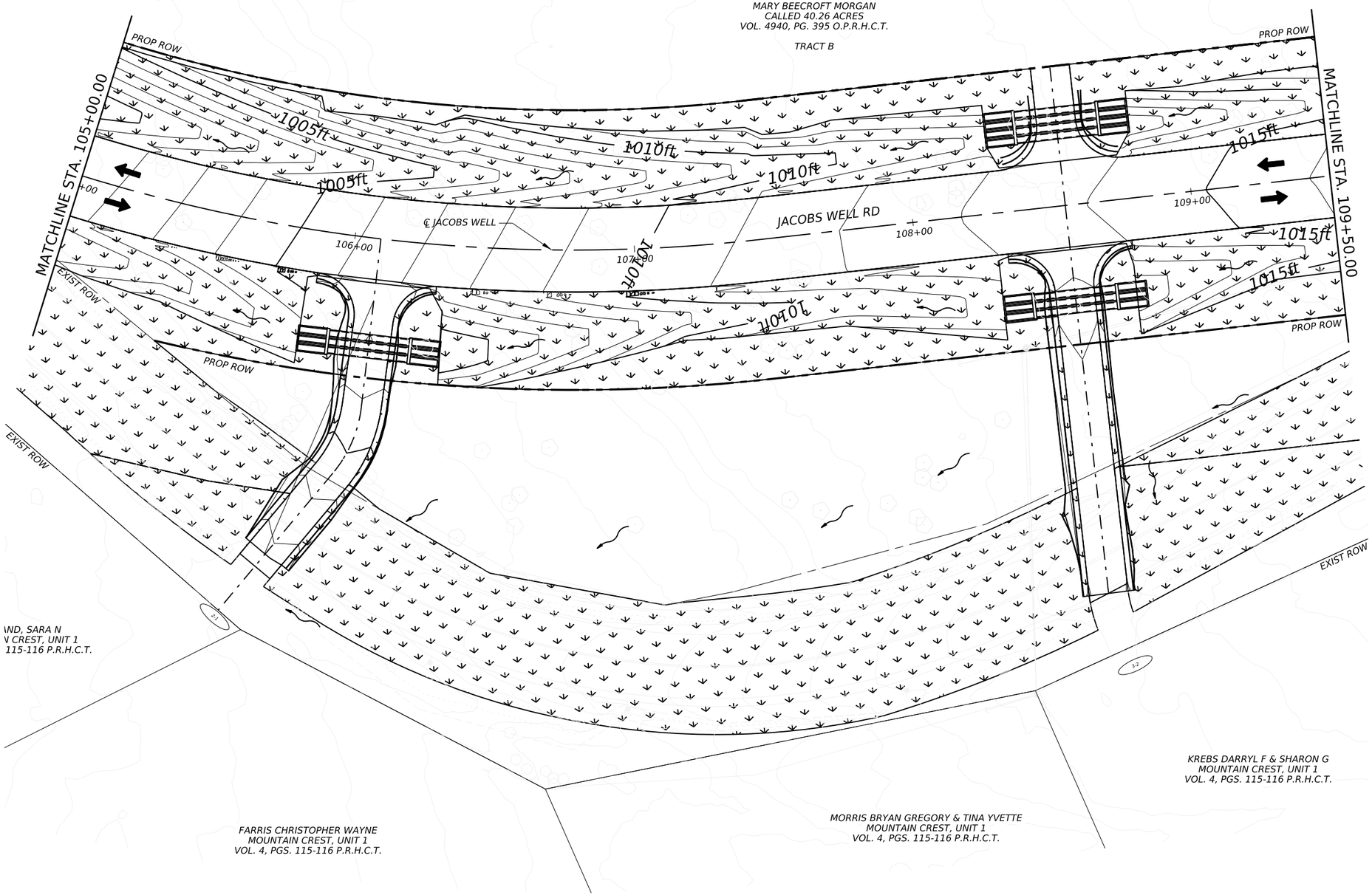

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SCALE IN FEET

LEGEND

- TRAFFIC FLOW
- PROP ROW
- EXIST ROW
- XXft — PROP CONTOURS
- XXft — EXIST CONTOURS
- FLOW ARROWS
- SEEDING / SOIL RETENTION BLANKET
- 4" CONC RIPRAP

7/28/25

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GRADING LAYOUT
STA 105+00 TO STA 109+50

SHEET 2 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 55

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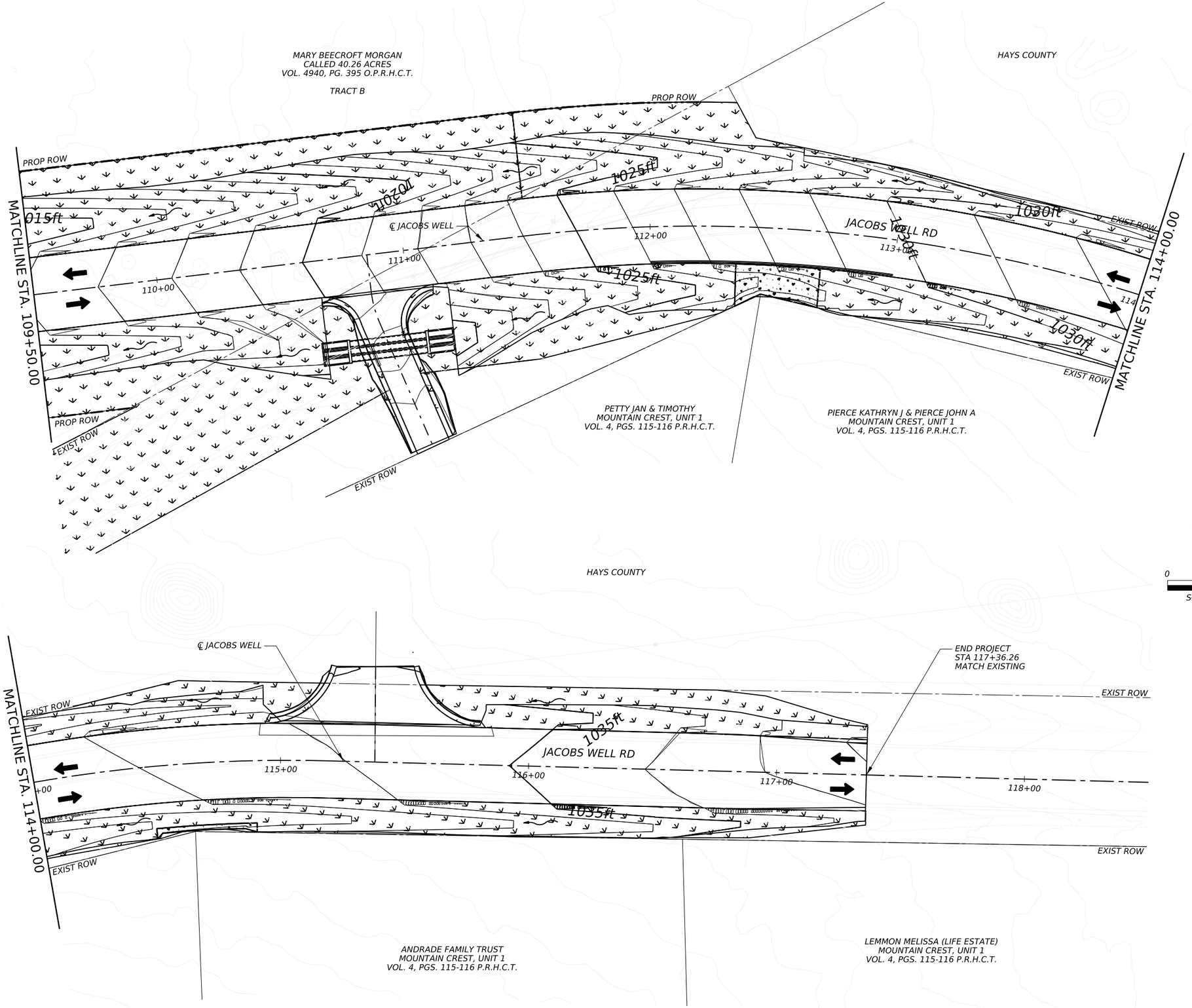

0 20 40
SCALE IN FEET

LEGEND

- TRAFFIC FLOW
- PROP ROW
- EXIST ROW
- XXft PROP CONTOURS
- XXft EXIST CONTOURS
- FLOW ARROWS
- SEEDING / SOIL RETENTION BLANKET
- 4" CONC RIPRAP

09/09/2025

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GRADING LAYOUT
STA 109+50 TO END

SHEET 3 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 56

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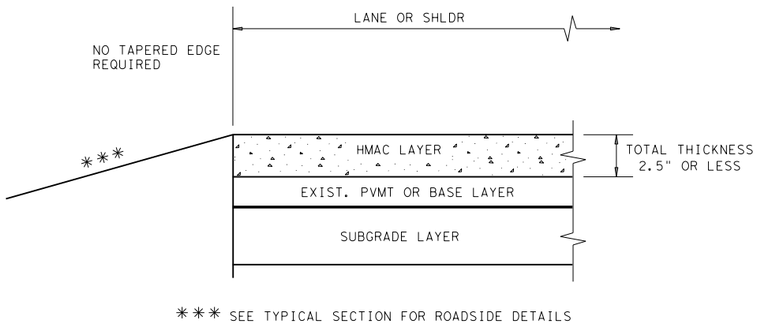
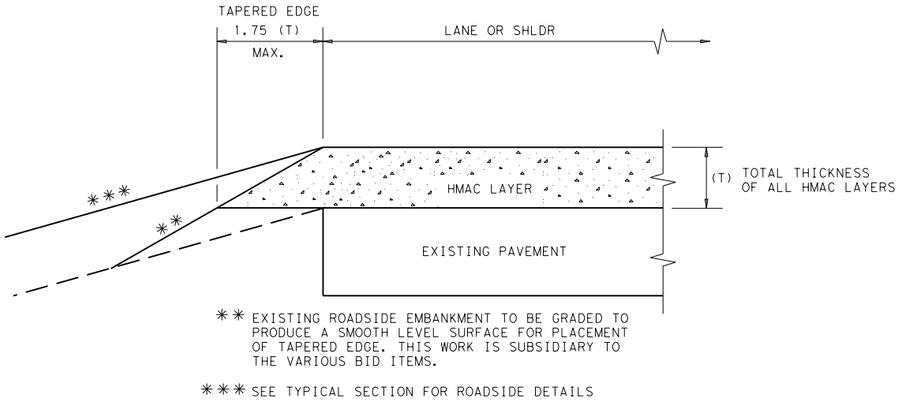


*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 1

THIN HMAC SURFACES OR HMAC OVERLAY
WITH THICKNESS OF 2.5" OR LESS

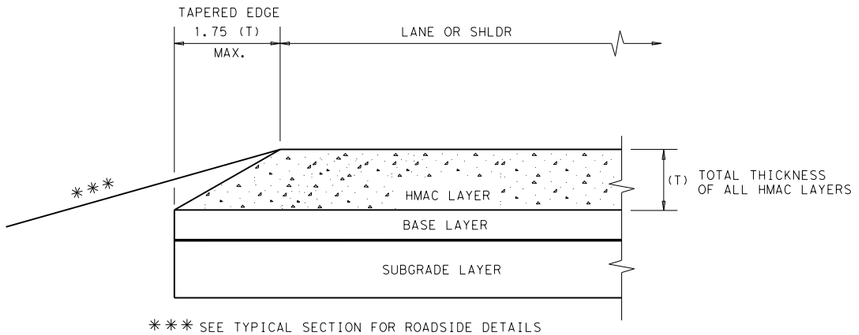


** EXISTING ROADSIDE EMBANKMENT TO BE GRADED TO PRODUCE A SMOOTH LEVEL SURFACE FOR PLACEMENT OF TAPERED EDGE. THIS WORK IS SUBSIDIARY TO THE VARIOUS BID ITEMS.

*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 2

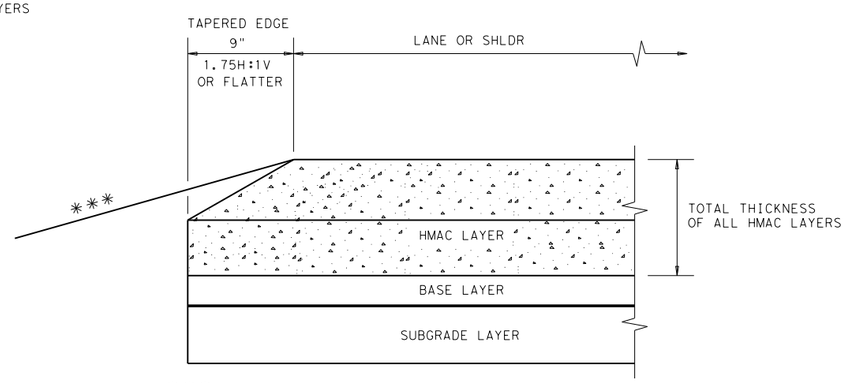
OVERLAY OF EXISTING PAVEMENT
HMAC THICKNESS 2.5" TO 5"



*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 3

NEW OR RECONSTRUCTED PAVEMENT
HMAC THICKNESS 2.5" TO 5"



*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 4

NEW OR RECONSTRUCTED PAVEMENT
HMAC THICKNESS 5" OR GREATER

(NOT TO SCALE)

GENERAL NOTES

1. UNLESS OTHERWISE SHOWN IN THE PLANS, A VERTICAL EDGE IS PERMISSIBLE FOR HMAC PLACED GREATER THAN 5" BELOW THE EDGE OF PAVEMENT AND FOR THICKNESS OF HMAC LESS THAN 2.5".
2. FOR FURTHER INFORMATION REGARDING THE ROADSIDE AND PAVEMENT DETAILS, SEE TYPICAL SECTIONS.
3. PAYMENT FOR TAPERED EDGE WILL BE IN ACCORDANCE WITH APPLICABLE ITEMS IN THE CONTRACT.
4. THE SLOPE OF THE TAPERED EDGE SHALL BE 1.75H:1V OR FLATTER.
5. THE TAPERED EDGE SHALL BE PRODUCED BY USE OF A SCREED ATTACHMENT CAPABLE OF PRODUCING A SMOOTH COMPACTED SURFACE. ADDITIONAL COMPACTING EFFORT BEHIND THE SCREED IS NOT REQUIRED.

Texas Department of Transportation

Design Division Standard

TAPERED EDGE DETAILS
HMAC PAVEMENT

TE(HMAC)-11

FILE: tehmac11.dgn	DN: TxDOT	CK: RL	DW: KB	CK:
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REVISIONS	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		57

DATE: 7/25/2025
FILE: tehmac11.dgn

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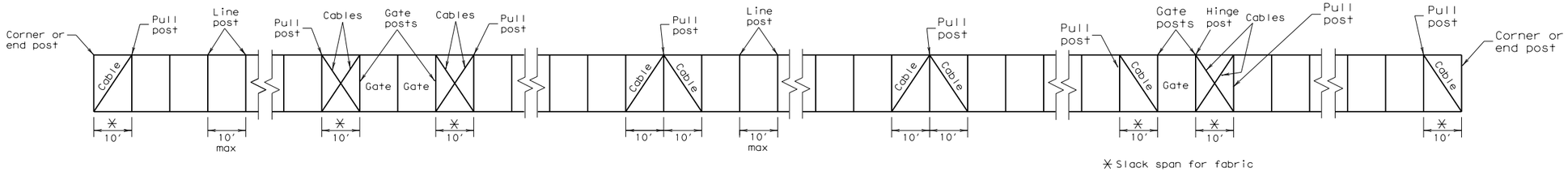
Corner or end post
Pull post
Line post
Pull post
Cables
Gate posts
Cables
Pull post
Pull post
Line post
Pull post
Pull post
Gate posts
Hinge post
Cables
Pull post
Pull post
Corner or end post
Cable
Gate
Gate
10'
10' max
10'
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10'
10'
10' max
10'
10'
10'
10'

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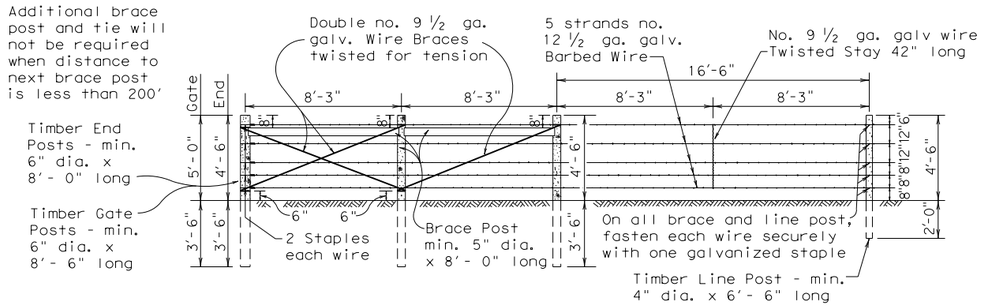
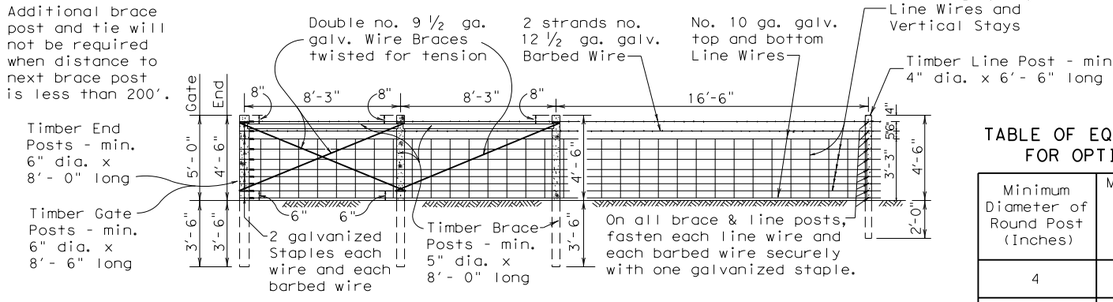


SECTION GALVANIZED BARBED WIRE FENCE WITH WOOD POSTS

Bracing Detail Used at Ends and Gates

TYPE "A" FENCE

(See General Note 6)



SECTION GALVANIZED WOVEN WIRE FENCE WITH WOOD POSTS

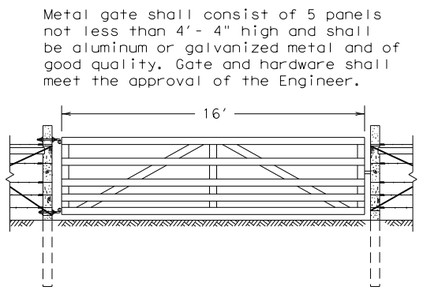
Bracing Detail Used at Ends and Gates

TYPE "B" FENCE

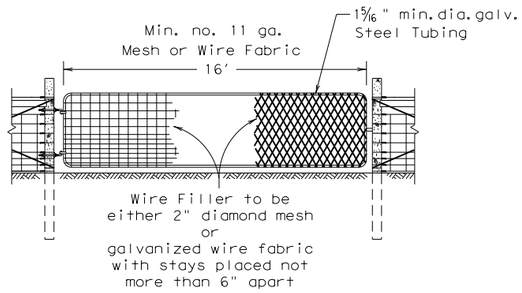
(See General Note 6)

TABLE OF EQUIVALENT SIZES FOR OPTIONAL SHAPE

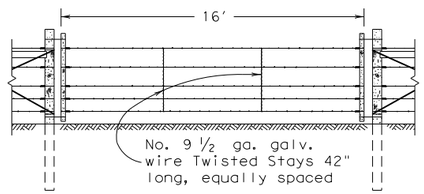
Minimum Diameter of Round Post (Inches)	Minimum Equivalent Dimension for Each Side of Square Post (Inches)
4	3 ½
5	4 ½
6	5 ¼



DETAIL TYPE 1 GATE



DETAIL TYPE 2 GATE

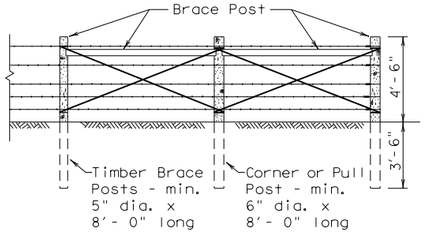


DETAIL TYPE 3 GATE

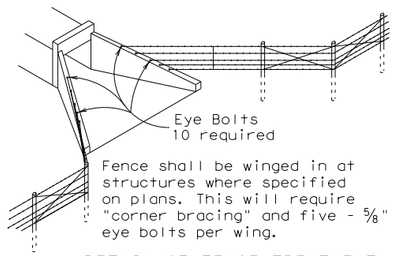
GENERAL NOTES

1. Any high point which interferes with the placing of wire mesh shall be excavated to provide 2" clearance.
2. Latches for Type 1 and Type 2 gates shall be good commercial quality and design latches of the spring, fork or chain type. All latches shall be suitable for the gate and shall be approved by the Engineer.
3. Hinges for Type 2 gates shall be commercial design approved by the Engineer suitable for post and gate.
4. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
5. If rock is encountered at a depth less than the embedded depth required, a 15" or larger diameter hole shall be drilled for the post and the post shall be set in concrete. If rock is encountered at a depth of 1'- 6" or more below the ground surface, the hole shall be drilled to the required depth. If rock is encountered at a depth less than 1'- 6" below the ground surface, the holes shall be drilled a minimum of 2'- 0" into the rock or to the depth whichever is the lesser depth.
6. Barbed Wire shall be in accordance with ASTM A 121 (Class 1) Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.

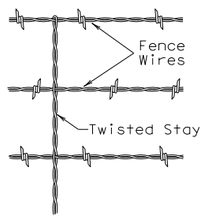
   Woven Wire Fence (Type B) shall be in accordance with ASTM A 116 (Class 1) No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
7. The location of gates and corner posts will be as indicated elsewhere on these plans.
8. Square wood posts may be used in lieu of round posts provided minimum equivalent size requirements, as shown are met. All wood posts shall be in accordance with Item 552, "Wire Fence."



CORNER OR PULL POST ASSEMBLY

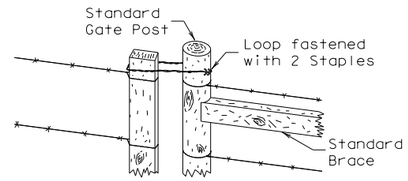


DETAIL OF FENCE TREATMENT AT STRUCTURES

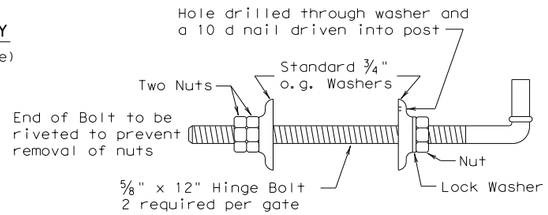


DETAIL OF STAY

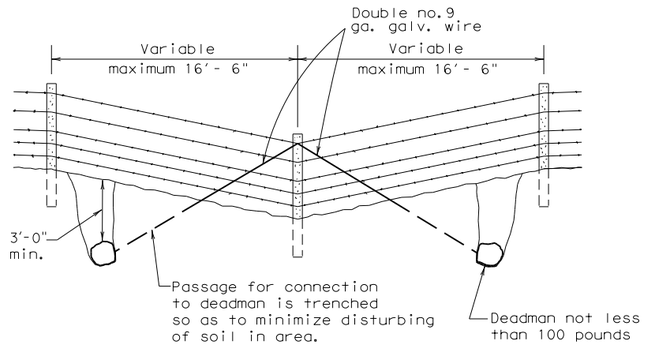
(Barbed wire fence)



DETAIL FASTENER TYPE 3 GATE

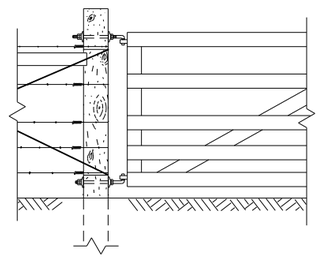


DETAIL OF GATE HINGE BOLT ASSEMBLY

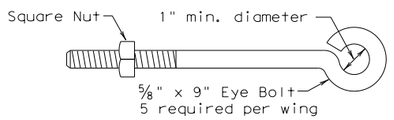


DETAIL OF FENCE SAG

(Single Line Connection)



DETAIL SHOWING INSTALLATION OF HINGES OF TYPE 1 & 2 GATE



DETAIL OF EYE BOLT

Texas Department of Transportation

Design Division Standard

BARBED WIRE AND WOVEN WIRE FENCE

(WOOD POSTS)

WF(1)-10

FILE: wf110.dgn	DN: TxDOT	CK: AM	DW: VP	CK:
©TxDOT 1994	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		59

DATE: 7/25/2025
FILE: wf110.dgn

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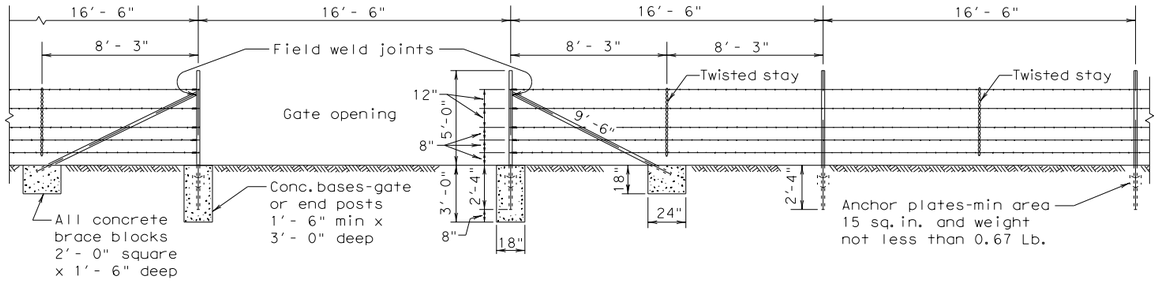
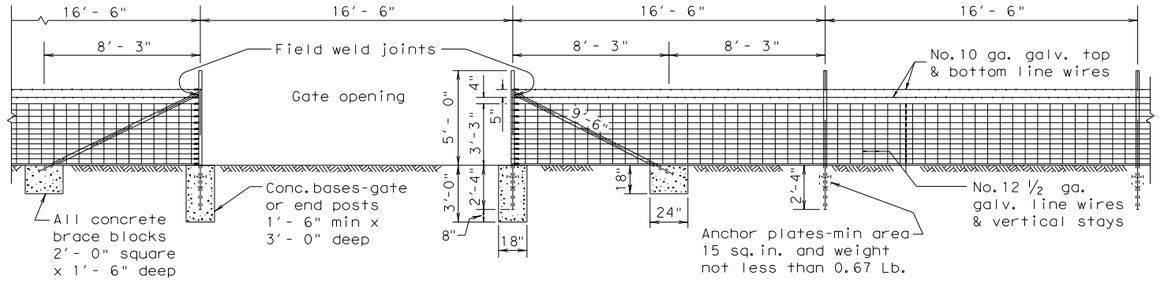
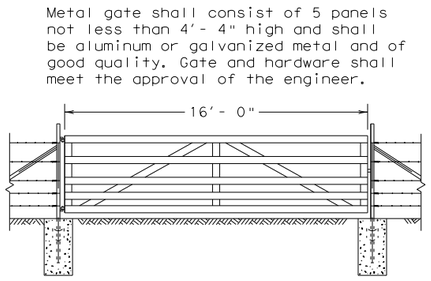


SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "C" FENCE
(See General Note 8)

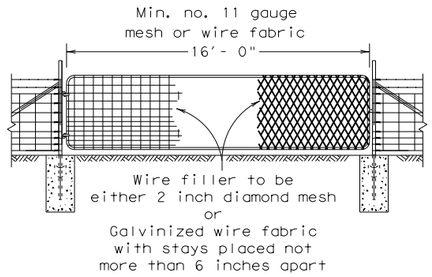


SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "D" FENCE
(See General Note 8)

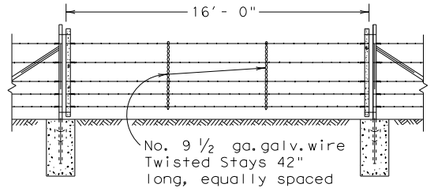
Note:
For Steel pipe and T-Post requirements. (See General Notes 6 & 7)



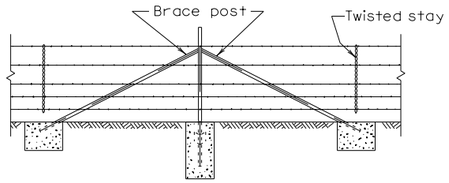
DETAIL TYPE 1 GATE



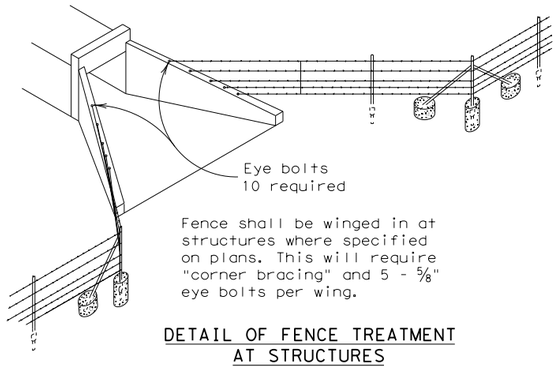
DETAIL TYPE 2 GATE



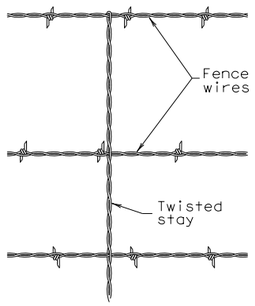
DETAIL TYPE 3 GATE



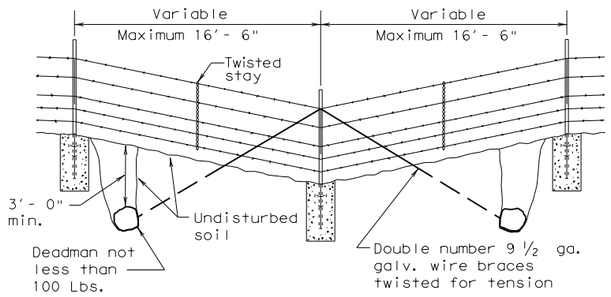
CORNER OR PULL POST ASSEMBLY



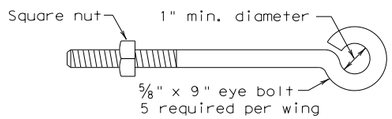
DETAIL OF FENCE TREATMENT AT STRUCTURES



DETAIL OF STAY
(Barbed Wire Fence)



DETAIL OF FENCE SAG



DETAIL OF EYE BOLT

GENERAL NOTES

1. Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
2. Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, fork or chain type. All latches shall be suitable to the gate and shall be approved by the Engineer.
3. Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
4. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
5. Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
6. Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1¼" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
7. If Steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-Posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6′-6" in length and shall weigh not less than (1.33 lbs./lin.ft.). These Items shall be in accordance with Item 552, "Wire Fence."
8. Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.

   Woven Wire Fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
9. The location of gates and corner posts will be as indicated elsewhere in these plans.

Texas Department of Transportation

Design Division Standard

BARBED WIRE AND WOVEN WIRE FENCE
(STEEL POSTS)
WF(2)-10

FILE: wf210.dgn	DN: TxDOT	CK: AM	DW: VP	CK:
© TxDOT 1996	CONT	SECT	JOB	HIGHWAY
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	DIST	COUNTY		SHEET NO.
	AUS	HAYS		60

DATE: 7/25/2025
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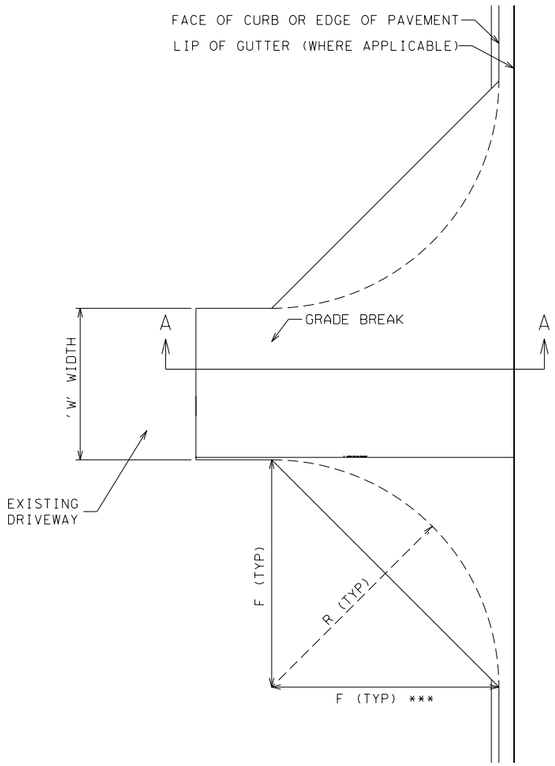
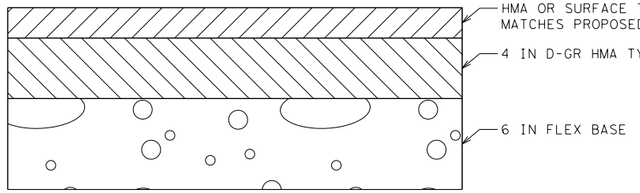
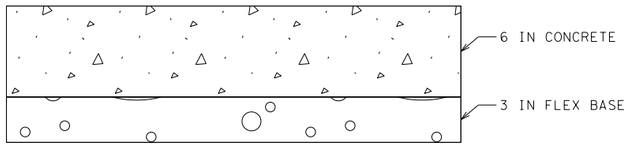
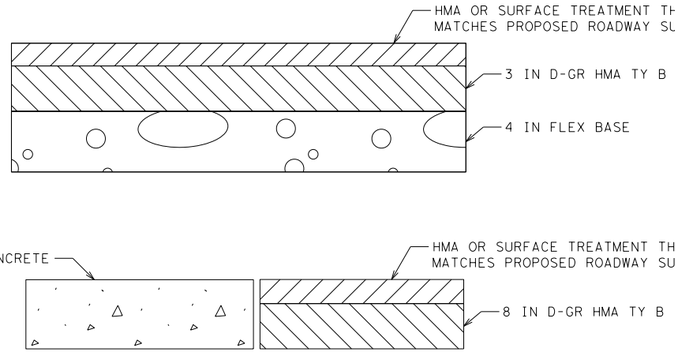
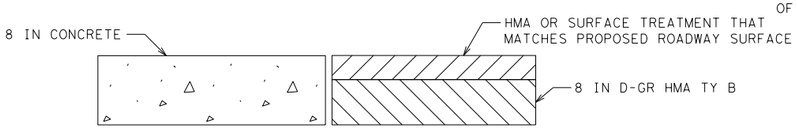
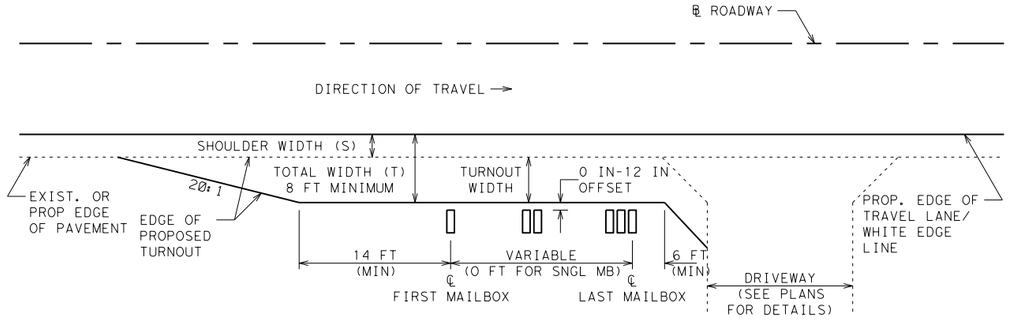


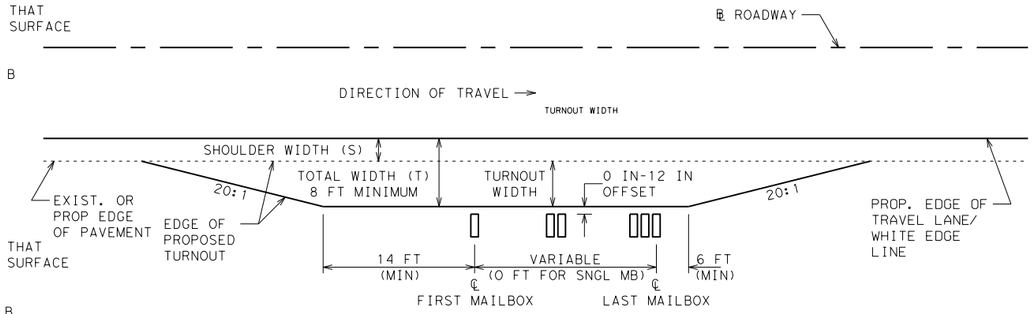


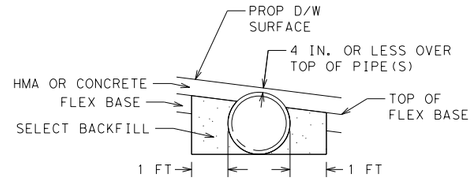










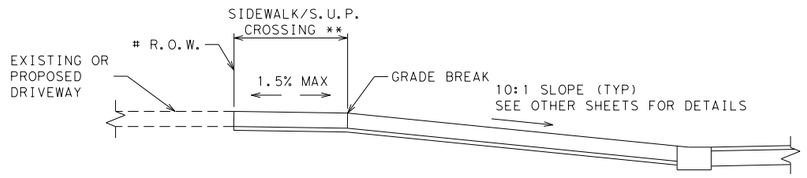


FLARE OR RADIUS	FARM/RANCH	RESIDENTIAL	COMMERCIAL
"F" OR "R" (FT)	25	25	25

THESE ARE STANDARD DIMENSIONS UNLESS OTHERWISE SHOWN ELSEWHERE ON THE PLANS.

FLARES ARE TYPICALLY USED FOR SUBURBAN/URBAN (CURBED) ROADWAYS. RADII ARE TYPICALLY USED FOR RURAL OR UNCURBED ROADWAYS.

*** THIS 'F' DIMENSION MAY BE REDUCED TO KEEP WORK WITHIN THE ROW.



ACTUAL TIE-IN SHOWN ELSEWHERE IN PLANS OR AS DIRECTED

ENSURE GRADE BREAK DOES NOT EXCEED 8% UNLESS OTHERWISE DIRECTED. PROVIDE ABSOLUTE MINIMUM SIDEWALK CROSSING WIDTH OF 4' FOR DRIVEWAYS WIDTH OF 20' OR LESS

** LOCATE SIDEWALK CROSSING TO ALIGN WITH ADJACENT SIDEWALK; SIDEWALK/S.U.P. WIDTH AND LOCATION SHOWN ELSEWHERE ON THE PLANS.

PROVIDE EXPANSION 20 FT C-C FOR WIDTH OR LENGTH OVER 25 FT. EXPANSION JOINT PER AUS STANDARD FOR SIDEWALK (MCPSWMD).

REINFORCEMENT WILL BE IN ACCORDANCE WITH ITEM 432.3.1 USING NO. 3 OR NO. 4 BARS.

FIBER REINFORCEMENT IS NOT ALLOWED. CLASS A CONCRETE IS ALLOWED TO USE COARSE AGGREGATE GRADES 1-8.

IN LIEU OF PFC OR TOM, SURFACE MUST BE 1.5" D-GR HMA TY D. IF SURFACE IS A MULTIPLE COURSE SURFACE TREATEMENT, ALL COURSES MUST BE PLACED ON DRIVEWAY. SURFACE HMA IS PG 76-22. NON SURFACE HMA IS PG 64-22 AND MAY BE BLADE LAID.

FURNISH BASE MEETING THE REQUIREMENTS FOR ANY TYPE OR GRADE IN ACCORDANCE WITH ITEM 247. BASE COMPRESSIVE STRENGTHS ARE WAIVED.

THE BASE UNDER THE CONCRETE MAY BE REPLACED WITH CONCRETE AT A RATIO OF 3 INCHES OF BASE EQUALS 2 INCHES OF CONCRETE.

FAST TRACK DRIVEWAYS MUST BE CLOSED, CONSTRUCTED, AND REOPENED WITHIN 24 HOURS.

IF ROOTS ARE ENCOUNTERED VERIFY WITH THE ENGINEER PRIOR TO ACCOMMODATING OR REMOVING 2 IN. DIAMETER OR LARGER ROOTS. ROOT REMOVAL MUST BE IN ACCORDANCE WITH ITEM 752.4.2. ROOTS MAY REMAIN IN THE BASE. FOR IMPROVEMENTS WITHIN 6 IN. OF A ROOT, THE CONCRETE THICKNESS MAY BE REDUCED BY 1 IN. AND THE BASE INCREASED BY 1 IN. TO MINIMIZE IMPACTS TO THE ROOTS. ADJUST BASE AND SURFACE PROFILE TO PROVIDE A 1 IN. BASE CUSHION AROUND THE ROOTS. THE SURFACE PROFILE MAY BE ADJUSTED TO THE EXTENT ALLOWED BY ADA. THIS WORK IS SUBSIDIARY.

*FOR USE WHEN TOP OF PIPE(S) TO D/W SURFACE IS 4 IN. OR LESS
**ONLY ONE PIPE SHOWN FOR CLARITY
***SELECT BACKFILL MUST BE FLOWABLE FILL, CEMENT TREATED BASE, OR ANY CLASS OF CONCRETE AS DIRECTEDBY THE ENGINEER. TO BE PAID USING EXISTING BID ITEMS.

Texas Department of Transportation

Austin District Standard

DRIVEWAYS AND MAILBOX TURNOUTS

DWMB-24 (AUS)

©TxDOT	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
01/16: SHEET CREATED 04/19: APPROVED 11/20: TABLE REVISED, GN ADDED, PLAN & PROFILE MODIFIED 01/22: ADDED TURNOUT INFO 01/24: THIN PIPE DETAIL REVISED	DIST	COUNTY		SHEET NO.
	AUS	HAYS		61

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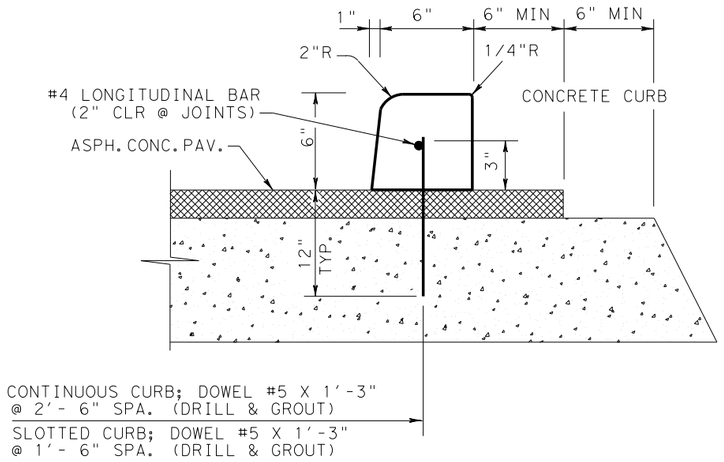
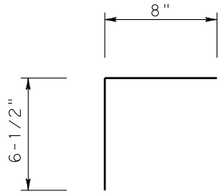


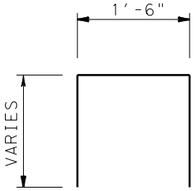
SHOWN ON EXISTING OR PROPOSED ACP PAVEMENT

(PAY ITEM 529-7014) - FOR CONTINUOUS

CONCRETE CURB (DOWEL) (6 IN.)



BAR K
#4



BAR J
#4

ADD SEAL

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
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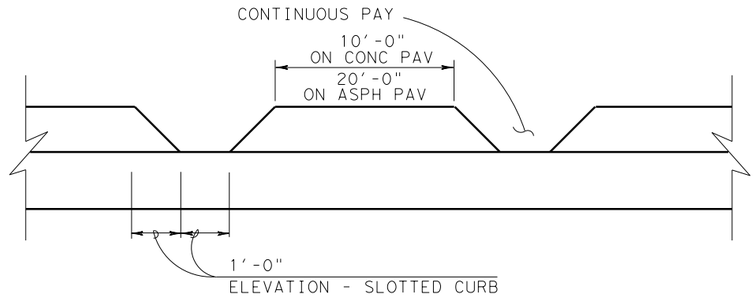
PROFESSIONAL ENGINEER



ELEVATION - SLOTTED CURB

ITEM 529-7013 CONCRETE CURB (SLOTTED) - ON CONC.

ITEM 529-7026 CONC CURB (DOWEL)(SLOTTED) - ON ASPH.

NOTES:

1. DRILL AND GROUT BARS SHOWN AS PER ITEM 420.4.7.10, 6" EMBEDMENT, MINIMUM ON CONC.
2. INSTALL A 2 INCH DRAINAGE OPENING AT 10 FT C-C WHEN CURB/ISLAND IS NOT ON TOP OF CROSS SECTION. (LOCATED ON A 2 OR 3 PERCENT TRANSVERSE GRADE, OR SUPERELEVATION.)

Texas Department of Transportation

Houston District Standard

CONCRETE CURB AND DIRECTIONAL ISLAND DETAILS

CC & DID-24 (HOU) (MOD)

FILE: CC & DID-24 (HOU).dgn	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
© TxDOT November 2024	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
11-24: 2024 Spec Updates	DIST	COUNTY		SHEET NO.
	AUS	HAYS		62

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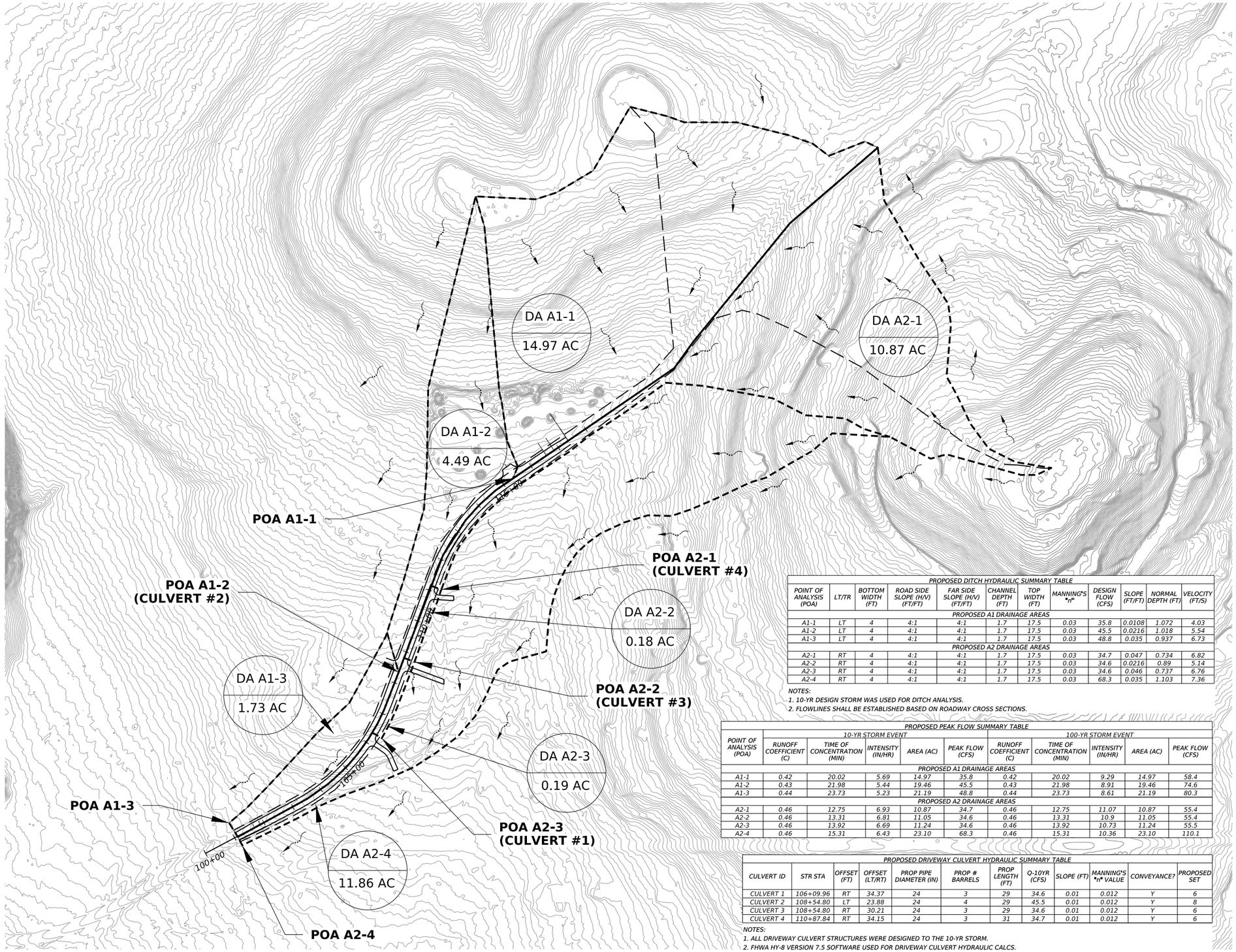

0 150 300

SCALE IN FEET

LEGEND:

- DIRECTION OF FLOW
- DRAINAGE BOUNDARY
- EXISTING CONTOURS
- TIME OF CONCENTRATION FLOW PATH
- DRAINAGE AREA LABEL (DA# / XX.XX AC)

PROPOSED DITCH HYDRAULIC SUMMARY TABLE

POINT OF ANALYSIS (POA)	LT/TR	BOTTOM WIDTH (FT)	ROAD SIDE SLOPE (H/V) (FT/FT)	FAR SIDE SLOPE (H/V) (FT/FT)	CHANNEL DEPTH (FT)	TOP WIDTH (FT)	MANNING'S "n"	DESIGN FLOW (CFS)	SLOPE (FT/FT)	NORMAL DEPTH (FT)	VELOCITY (FT/S)
PROPOSED A1 DRAINAGE AREAS											
A1-1	LT	4	4:1	4:1	1.7	17.5	0.03	35.8	0.0108	1.072	4.03
A1-2	LT	4	4:1	4:1	1.7	17.5	0.03	45.5	0.0216	1.018	5.54
A1-3	LT	4	4:1	4:1	1.7	17.5	0.03	48.8	0.035	0.937	6.73
PROPOSED A2 DRAINAGE AREAS											
A2-1	RT	4	4:1	4:1	1.7	17.5	0.03	34.7	0.047	0.734	6.82
A2-2	RT	4	4:1	4:1	1.7	17.5	0.03	34.6	0.0216	0.89	5.14
A2-3	RT	4	4:1	4:1	1.7	17.5	0.03	34.6	0.046	0.737	6.76
A2-4	RT	4	4:1	4:1	1.7	17.5	0.03	68.3	0.035	1.103	7.36

NOTES:
1. *10-YR DESIGN STORM WAS USED FOR DITCH ANALYSIS.*
2. *FLOWLINES SHALL BE ESTABLISHED BASED ON ROADWAY CROSS SECTIONS.*

PROPOSED PEAK FLOW SUMMARY TABLE

POINT OF ANALYSIS (POA)	10-YR STORM EVENT					100-YR STORM EVENT				
	RUNOFF COEFFICIENT (C)	TIME OF CONCENTRATION (MIN)	INTENSITY (IN/HR)	AREA (AC)	PEAK FLOW (CFS)	RUNOFF COEFFICIENT (C)	TIME OF CONCENTRATION (MIN)	INTENSITY (IN/HR)	AREA (AC)	PEAK FLOW (CFS)
PROPOSED A1 DRAINAGE AREAS										
A1-1	0.42	20.02	5.69	14.97	35.8	0.42	20.02	9.29	14.97	58.4
A1-2	0.43	21.98	5.44	19.46	45.5	0.43	21.98	8.91	19.46	74.6
A1-3	0.44	23.73	5.23	21.19	48.8	0.44	23.73	8.61	21.19	80.3
PROPOSED A2 DRAINAGE AREAS										
A2-1	0.46	12.75	6.93	10.87	34.7	0.46	12.75	11.07	10.87	55.4
A2-2	0.46	13.31	6.81	11.05	34.6	0.46	13.31	10.9	11.05	55.4
A2-3	0.46	13.92	6.69	11.24	34.6	0.46	13.92	10.73	11.24	55.5
A2-4	0.46	15.31	6.43	23.10	68.3	0.46	15.31	10.36	23.10	110.1

PROPOSED DRIVEWAY CULVERT HYDRAULIC SUMMARY TABLE

CULVERT ID	STR STA	OFFSET (FT)	OFFSET (LT/RT)	PROP PIPE DIAMETER (IN)	PROP # BARRELS	PROP LENGTH (FT)	Q-10YR (CFS)	SLOPE (FT)	MANNING'S "n" VALUE	CONVEYANCE?	PROPOSED SET
CULVERT 1	106+09.96	RT	34.37	24	3	29	34.6	0.01	0.012	Y	6
CULVERT 2	108+54.80	LT	23.88	24	4	29	45.5	0.01	0.012	Y	8
CULVERT 3	108+54.80	RT	30.21	24	3	29	34.6	0.01	0.012	Y	6
CULVERT 4	110+87.84	RT	34.15	24	3	31	34.7	0.01	0.012	Y	6

NOTES:
1. *ALL DRIVEWAY CULVERT STRUCTURES WERE DESIGNED TO THE 10-YR STORM.*
2. *FHWA HY-8 VERSION 7.5 SOFTWARE USED FOR DRIVEWAY CULVERT HYDRAULIC CALCS.*

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS, INC.
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web - www.freese.com

PRINT DATE	REVISION DATE
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CR182
(JACOBS WELL RD)
PROPOSED EXTERIOR DRAINAGE AREA MAP

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	63

DATE: 7/25/2025 10:27:21 PM
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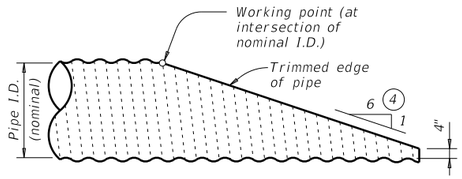
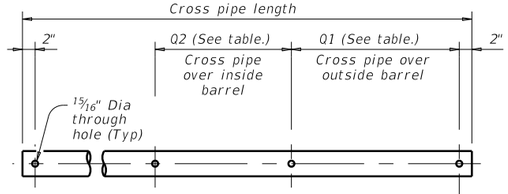


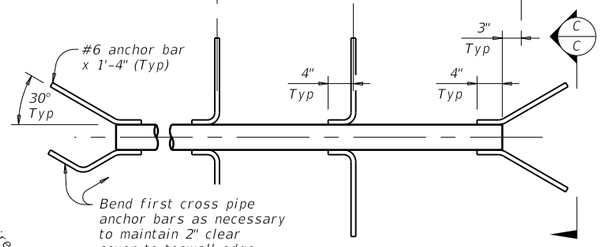
NOTE: All cross pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

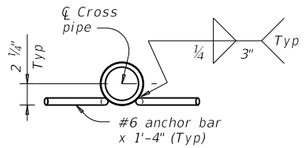
(Showing corrugated metal pipe (CMP) culvert Details at reinforced concrete pipe (RCP) culvert are similar.)



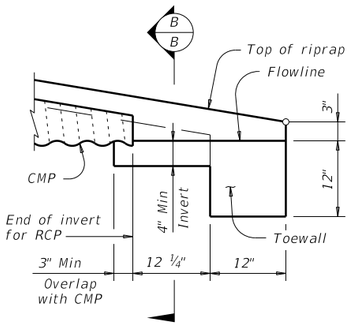
PIPE WITH BOLTED ANCHOR



PIPE WITH ANCHOR BARS

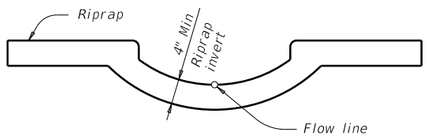


SECTION C-C



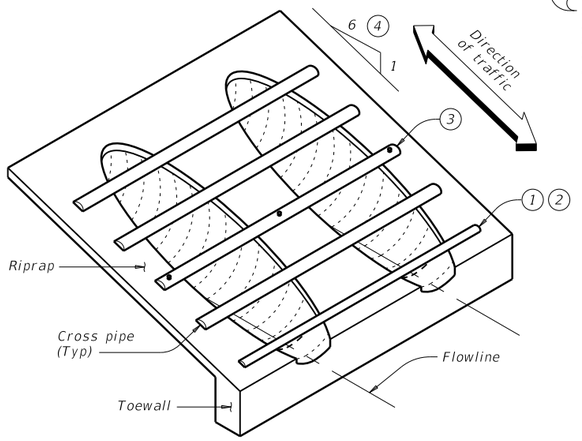
DETAIL "A"

(Showing invert with corrugated metal pipe (CMP) culvert. Reinforced concrete pipe (RCP) culvert details are similar. Cross pipes not shown for clarity.)



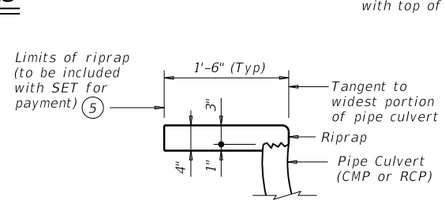
SECTION B-B

(Cross pipes not shown for clarity.)

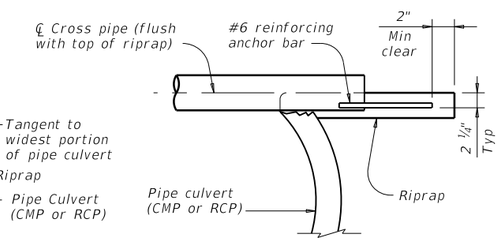


ISOMETRIC VIEW OF TYPICAL INSTALLATION

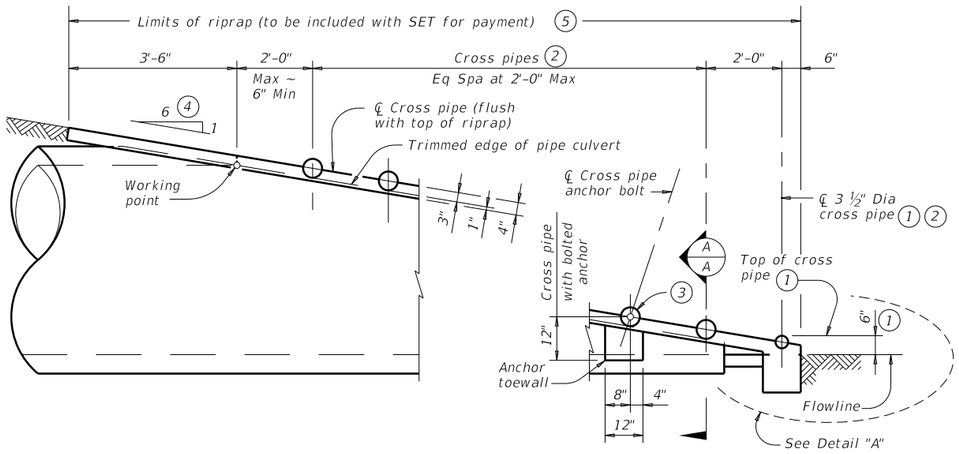
CROSS PIPE DETAILS



SHOWING TYPICAL PIPE CULVERT AND RIPRAP

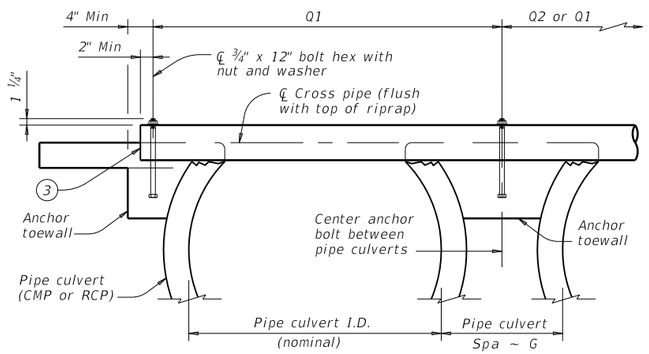


SHOWING CROSS PIPE WITH ANCHOR BAR



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing reinforced concrete pipe (RCP) culvert. Details at corrugated metal pipe (CMP) culvert are similar.)



SHOWING CROSS PIPE WITH BOLTED ANCHOR

SECTION A-A

CROSS PIPE LENGTHS, REQUIRED PIPE SIZES, AND RIPRAP QUANTITIES (2)

Nominal Culvert I.D.	Conc Riprap (CY) (6)	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for Use of Cross Pipes	Cross Pipe Sizes
12"	0.6	0' - 9"	N/A	2' - 1"	1' - 9"	3 or more pipe culverts	3" Std (3.500" O.D.)
15"	0.7	0' - 11"	N/A	2' - 5"	2' - 2"		
18"	0.8	1' - 2"	N/A	2' - 10"	2' - 8"		
21"	0.9	1' - 4"	N/A	3' - 2"	3' - 1"		
24"	0.9	1' - 7"	N/A	3' - 6"	3' - 7"		
27"	1.0	1' - 8"	N/A	3' - 10"	3' - 11"	3 or more pipe culverts	3 1/2" Std (4.000" O.D.)
30"	1.1	1' - 10"	N/A	4' - 2"	4' - 4"	2 or more pipe culverts	
33"	1.2	1' - 11"	4' - 2"	4' - 5"	4' - 8"	All pipe culverts	
36"	1.3	2' - 1"	4' - 5"	4' - 9"	5' - 1"	All pipe culverts	4" Std (4.500" O.D.)
42"	1.5	2' - 4"	4' - 11"	5' - 5"	5' - 10"		
48"	1.7	2' - 7"	5' - 5"	6' - 0"	6' - 7"	All pipe culverts	5" Std (5.563" O.D.)
54"	2.0	3' - 0"	5' - 11"	6' - 9"	7' - 6"		
60"	2.2	3' - 3"	6' - 5"	7' - 4"	8' - 3"		
66"	2.4	3' - 3"	6' - 11"	7' - 10"	8' - 9"		
72"	2.7	3' - 4"	7' - 5"	8' - 5"	9' - 4"		

(1) The proper installation of the first cross pipe is critical for vehicle safety. Place the top of the first cross pipe no more than 6" above the flow line.

(2) Provide cross pipes, except the first bottom pipe, of the size shown in the table. Provide a 3 1#2" standard pipe (4" O.D.) for the first bottom pipe.

(3) Install the third cross pipe from the bottom of the culvert using a bolted connection. Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, install all other cross pipes using the bolted connection details.

(4) Match cross slope as shown elsewhere in the plans. Cross slope of 6:1 or flatter is required for vehicle safety.

(5) Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap."

(6) Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for contractor's information only.

MATERIAL NOTES:

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Provide cross pipes that meet the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 (Gr B), or API 5LX52.

Provide ASTM A307 bolts and nuts.

Galvanize all steel components, except concrete reinforcing, after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

GENERAL NOTES:

Cross pipes are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the cross pipes.

Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap."

Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment.

Texas Department of Transportation

Bridge Division Standard

SAFETY END TREATMENT
FOR 12" DIA TO 72" DIA PIPE CULVERTS
TYPE II ~ PARALLEL DRAINAGE

SETP-PD

FILE: CD-SETP-PD-20.dgn	DN: GAF	CK: CAT	DW: JRP	CK: GAF
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REVISIONS	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		64

DATE: 7/25/2025
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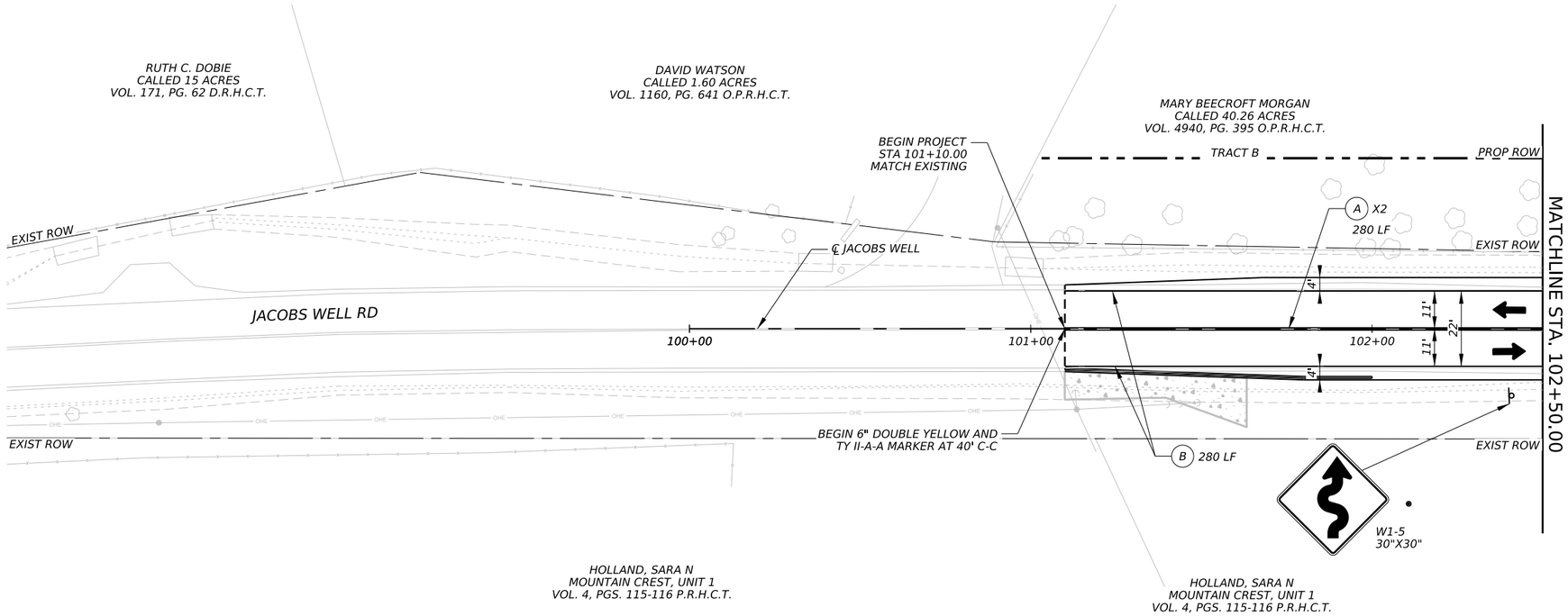

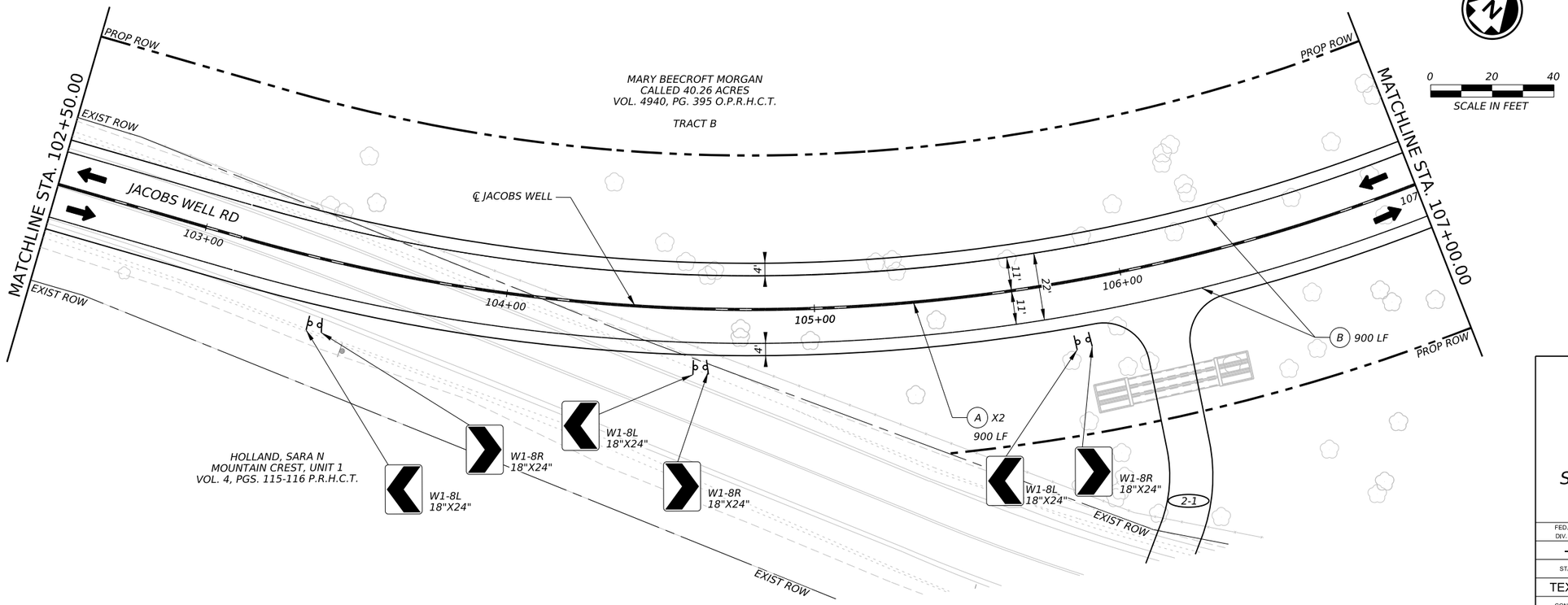

0 20 40
SCALE IN FEET

LEGEND:

- (A) REFL PAV MRK TY I (Y) (6") (SLD)
- (B) REFL PAV MRK TY I (W) (6") (SLD)
- EXISTING SIGN
- PROPOSED SIGN

NOTES:

1. ALL PROPOSED PAVEMENT MARKINGS TO INCLUDE PAVEMENT SEALER UNDER BID ITEM 666 7347.

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS
9601 McAllister Freeway, Suite 1008
San Antonio, Texas 78216
Phone - (210) 298-3800
web - www.freese.com

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CR182
(JACOBS WELL RD)
SIGNING & PAVEMENT MARKINGS
BEGIN TO STA 107+00

SHEET 1 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 65

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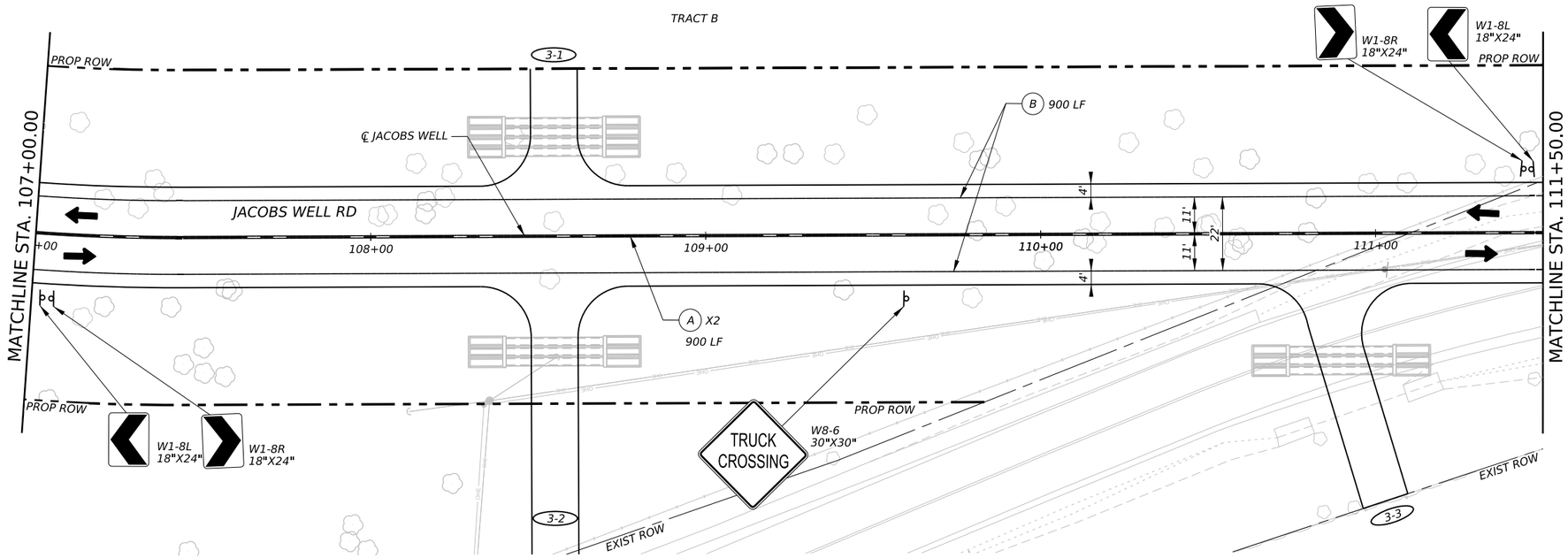

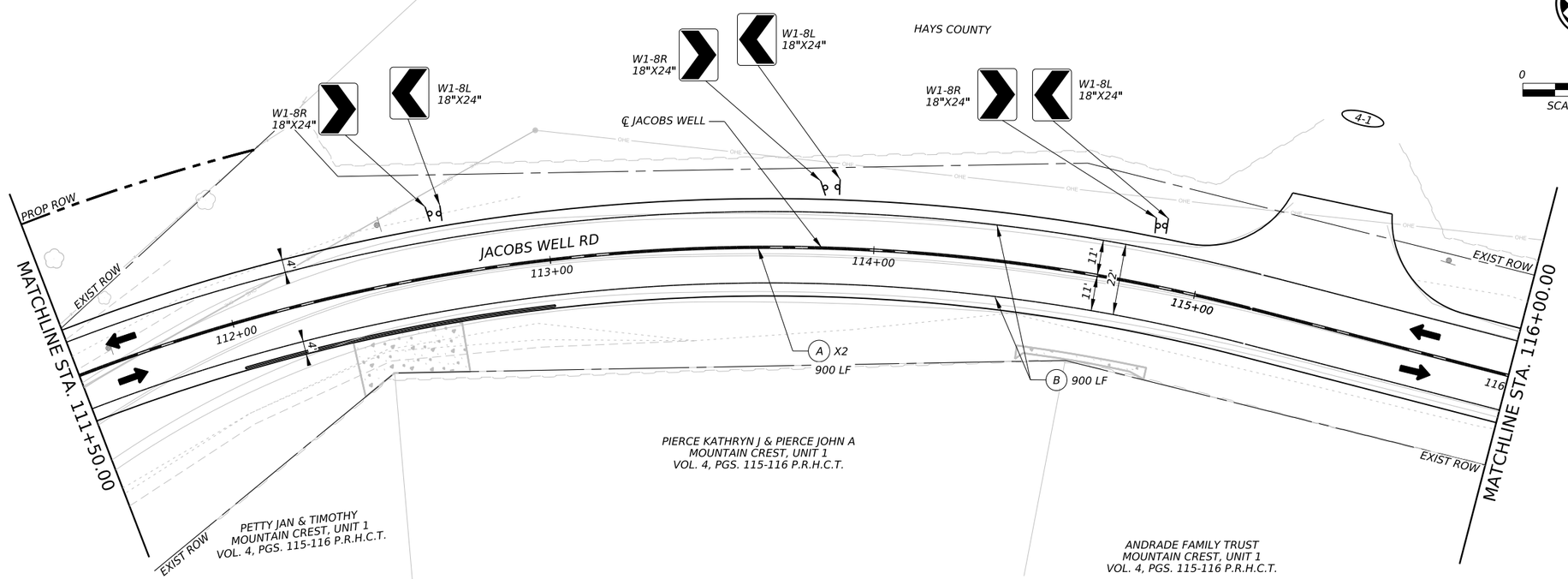

0 20 40
SCALE IN FEET

LEGEND:

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- EXISTING SIGN
- PROPOSED SIGN

NOTES:

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7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
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Austin District

CR182
(JACOBS WELL RD)
SIGNING & PAVEMENT MARKINGS
STA 107+00 TO STA 116+00

SHEET 2 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182
STATE	DISTRICT	COUNTY
TEXAS	AUS	HAYS
CONTROL	SECTION	JOB / SHEET NO.
0914	33	098 / 66

DATE: 7/25/2025 10:27:08 PM
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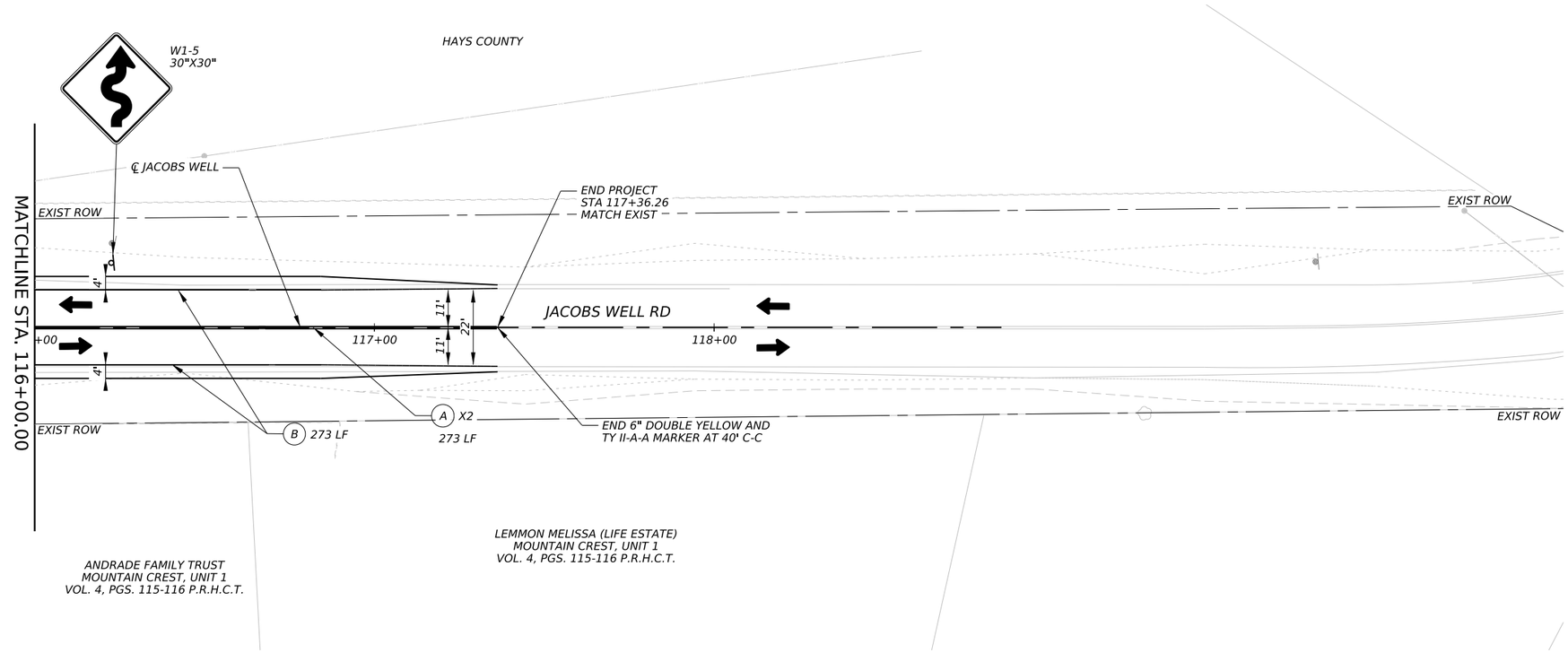

0 20 40

SCALE IN FEET

LEGEND:

- (A) REFL PAV MRK TY I (Y) (6") (SLD)
- (B) REFL PAV MRK TY I (W) (6") (SLD)
- EXISTING SIGN
- PROPOSED SIGN

NOTES:

1. ALL PROPOSED PAVEMENT MARKINGS TO INCLUDE PAVEMENT SEALER UNDER BID ITEM 666 7347.

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

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CR182
(JACOBS WELL RD)
SIGNING & PAVEMENT MARKINGS
STA 16+00 TO END

SHEET 3 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	67

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DATE: 7/25/2025
FILE: HAS20258-CV-PL-SIGNSUMMARY.dgn

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
	1	W1-5		30x30	A		10BWG	1	SA	P		
	2	W1-5		30x30	A		10BWG	1	SA	P		
	3	W1-8L		18X24	A		10BWG	1	SA	P		
	4	W1-8R		18X24	A		10BWG	1	SA	P		
	5	W1-8L		18X24	A		10BWG	1	SA	P		
	6	W1-8R		18X24	A		10BWG	1	SA	P		
	7	W1-8L		18X24	A		10BWG	1	SA	P		
	8	W1-8R		18X24	A		10BWG	1	SA	P		
	9	W1-8L		18X24	A		10BWG	1	SA	P		
	10	W1-8R		18X24	A		10BWG	1	SA	P		
	11	W1-8R		18X24	A		10BWG	1	SA	P		

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

Texas Department of Transportation

Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE: sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
4-16 8-16	DIST	COUNTY		SHEET NO.
	AUS	HAYS		68

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DATE:
FILE:

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	MOUNTING DESIGNATION 1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
	12	W1-8L		18X24	A		10BWG	1	SA	P		
	13	W1-8R		18X24	A		10BWG	1	SA	P		
	14	W1-8L		18X24	A		10BWG	1	SA	P		
	15	W1-8R		18X24	A		10BWG	1	SA	P		
	16	W1-8L		18X24	A		10BWG	1	SA	P		
	17	W1-8R		18X24	A		10BWG	1	SA	P		
	18	W1-8L		18X24	A		10BWG	1	SA	P		
	19	W8-6	TRUCK CROSSING	30x30	A		10BWG	1	SA	P		

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

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NOTE:

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2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

Texas Department of Transportation

Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE: sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS	0918	33	098	CR182
4-16 8-16	DIST	COUNTY		SHEET NO.
	AUS	HAYS		69

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DELINEATOR - BID ITEM DESCRIPTIONS

XXXXX DEL ASSM (D-XX)SZ X (XXXX)XXXXX(XX)

PAYMENT
INSTL = Installation
REPLC = Replacement

NUMBER OF REFLECTORS
S = Single
D = Double

COLOR OF REFLECTORS
W = White
Y = Yellow
R = Red

REFLECTOR UNIT SIZE
SZ 1 or SZ 2 or SZ 5 or SZ 6

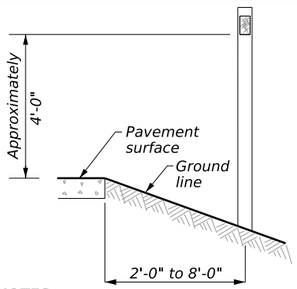
TYPE OF POST OR DELINEATOR
WC = Wing Channel Post
YFLX = Yellow Flexible Post
WFLX = White Flexible Post
BRF = Barrier Reflector

TYPE OF MOUNT
GND = Ground Embedded (drivable or set in concrete)
CAB1 or CAB2 or CAB3 = Cable Barrier
CTB = Concrete Traffic Barrier
GF1 or GF2 = Guard Fence
SRF = Surface Mount

IDENTIFICATION
LL= Low Speed, Low Impact
HH = High Speed, High Impact

DIRECTION [if required]
BI = Bi-Directional
BR = Bi-Directional with red on back

DELINEATOR - TYPICAL INSTALLATION



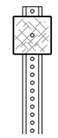
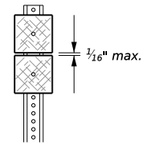
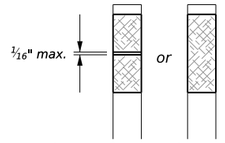
GENERAL NOTES

1. *Place delineators on a section of roadway at a consistent distance from the edge of pavement.*
2. *When delineators are more than 8'-0" from the edge of the pavement, it may not be possible to maintain a height of approximately 4'-0". If this is the case, place the delineator as close to the desired height as possible.*
3. *Install all delineators and barrier reflectors in accordance with the manufacturer's recommendation.*
4. *GF1, GF2, and CTB barrier reflectors should be installed a minimum of 18 inches above the edge of the pavement surface.*
5. *When using yellow delineators with flexible posts to separate opposing direction of travel, such as centerline or median use, the flexible posts shall be yellow.*
6. *Delineator substrates and sign substrates shall be 0.080" aluminum sign blank and confrom to ASTM B-209 Alloy 6061-T6 or an approved alternative.*

DELINEATOR DEFINITION

Retroreflective devices mounted on the roadway surface or at the side of the roadway in a series to indicate the alignment of the roadway, especially at night or in adverse weather. (See TMUTCD - Part 3, DELINEATORS.)

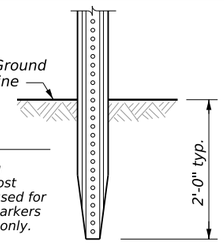
SINGLE AND DOUBLE MOUNTED DELINEATORS

	SINGLE		DOUBLE	
DEVICE	 1-Size 2 reflector unit	1-Size 1 reflector unit	 2-Size 2 reflector units	 2-Size 1 reflector units or 1-Size 5 reflector unit
POST TYPE	WC	YFLX, WFLX	WC	YFLX, WFLX
MOUNT TYPE	GNDLL	GNDLL, GNDHH, SRFLL, SRFHH	GNDLL	GNDLL, GNDHH, SRFLL, SRFHH

POST TYPE AND SUPPORT FOUNDATION DETAILS

WING CHANNEL (WC)

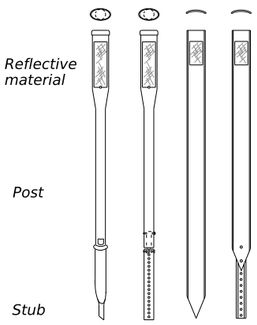
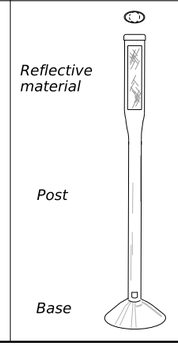
GND



NOTES

1. *Embedded Wing Channel (WC) post option may be used for Type 2 object markers and delineators only.*
2. *1.12 lbs/ft steel per ASTM A 1011 SS Gr.50, or ASTM A499.*

FLEXIBLE POSTS (YFLX, WFLX)

GND	SRF
	

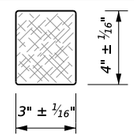
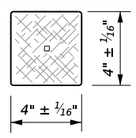
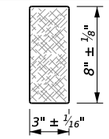
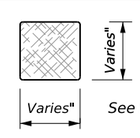
NOTES

1. *See "Flexible Delineator and Object Marker Posts" Material Producer List for approved devices.*
2. *Install per manufacturer's recommendations.*
3. *Post length may vary to meet field conditions.*

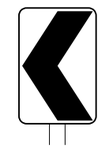
DEPARTMENTAL MATERIAL SPECIFICATIONS

FLEXIBLE DELINEATOR & OBJECT MARKER POSTS (EMBEDDED & SURFACE MOUNT TYPES)	*DMS-4400*
SIGN FACE MATERIALS	*DMS-8300*
DELINEATORS, OBJECT MARKERS AND BARRIER REFLECTORS	*DMS-8600*

REFLECTOR UNIT DIMENSIONS FOR DELINEATORS

	SIZE 1	SIZE 2	SIZE 5	SIZE 6
DEVICE				 See Note 3
SHEETING	Yellow, White, or Red Type B or C reflective sheeting			
NOTES	1. Size 1 and 5 - Direct applied reflective sheeting for use on flexible post (flx). 2. Size 2 - For use on wing channel (wc) post only. Use approved metal, plastic, or fiberglass backplate with 17/64" mounting holes. 3. Size 6 - For use on cable barrier systems only. Direct applied reflective sheeting. Various dimensions as specified elsewhere in the plans or as defined by the manufacturer.			

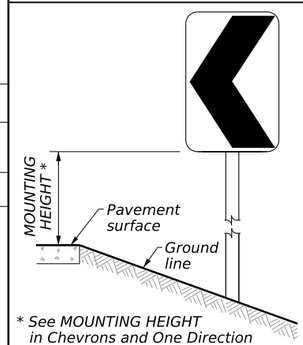
CHEVRONS

DEVICE				
	W1-8			
SIZE (W x L)	18"x 24" (Conventional)	24"x 30" (Conventional oversize)	30"x 36" (Expressway)	36" x 48" (Freeway)
MOUNTING HEIGHT	4'-0" to 4'-6" or 7'-0" to 7'-6"		7'-0" to 7'-6"	

ONE DIRECTION LARGE ARROW

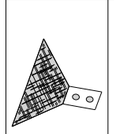
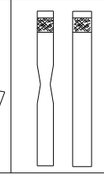
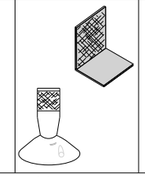
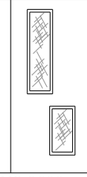
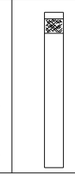
DEVICE		
	W1-6	
SIZE (W x L)	48"x 24" (Conventional)	60" x 30" (Expressway & Freeway)
MOUNTING HEIGHT	7'-0" to 7'-6"	
NOTES	1. Chevron Alignment (W1-8) signs and One-Direction Large Arrow (W1-6) signs shall be installed per Sign Mounting Details (SMD) Standard Sheets and paid under Item 644 (Small Roadside Sign Assemblies). 2. When there is a need to increase conspicuity, a larger One-Direction Large Arrow (W1-9T) sign may be used in lieu of the typical W1-6 sign.	

CHEVRONS AND ONE DIRECTION LARGE ARROW SIGNS TYPICAL INSTALLATION



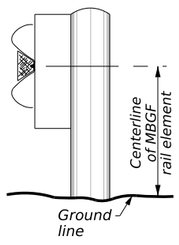
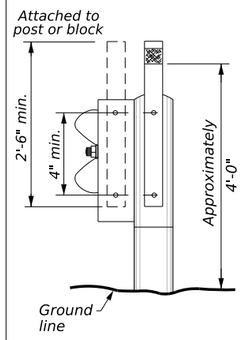
* *See MOUNTING HEIGHT in Chevrons and One Direction Large Arrow tables.*

BARRIER REFLECTORS (BRF)

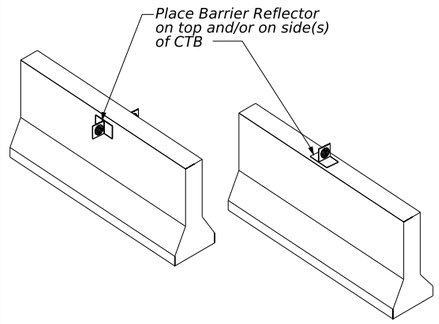
	GF1	GF2	CTB	CAB1	CAB2	CAB3
DEVICE						
	1. Barrier reflectors shall meet the requirements of DMS-8600. 2. Approved barrier reflectors are listed on the "Barrier Reflectors" Material Producer List at: www.txdot.gov. 3. GF2 and CAB3 are coded as "YFLX" or "WFLX" instead of "BRF". 4. CAB1, CAB2, and CAB3 are only to be used as replacements. Per Item 543, original installation is to be considered subsidiary to the Cable Barrier System.					
SHEETING	Yellow, White, Red					
NOTE	1. Reflective sheeting shall have a minimum dimension of 3 inches by 3 inches and minimum surface area of 9 square inches.					

BARRIER MOUNT TYPES

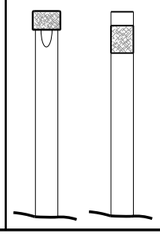
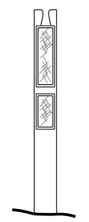
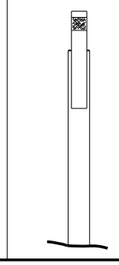
GUARD FENCE

GF1	GF2
	

CONCRETE TRAFFIC BARRIER (CTB)



CABLE BARRIER

CAB1	CAB2	CAB3
		

Texas Department of Transportation

Traffic Safety Division Standard

DELINEATOR MATERIAL DESCRIPTION & INSTALLATION

D & OM(1)-25

FILE: dom1-25.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT May 2025	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
8-04 3-15 10-09 7-20 4-10 5-25	DIST	COUNTY		SHEET NO.
	AUS	HAYS		70

DATE: 7/25/2025
FILE: dom1-25.dgn

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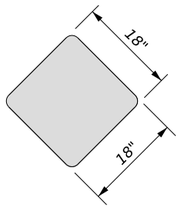
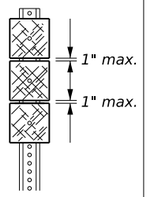
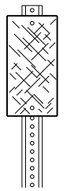
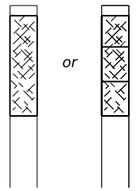
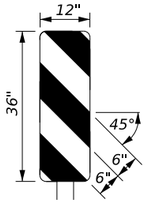
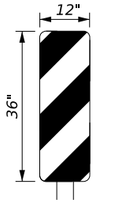
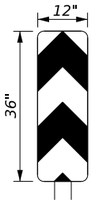
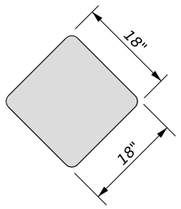
OBJECT MARKER - BID ITEM DESCRIPTIONS

XXXXX OM ASSM (OM-XX)(XXXX)XXXXX(XX)

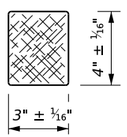
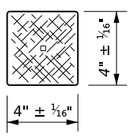
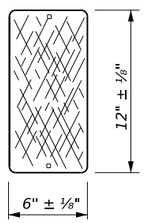
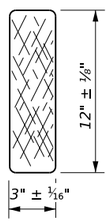
- **PAYMENT**
  - INSTL = Installation
  - REPLC = Replacement
- **TYPE OF OBJECT MARKER**
  - 1, 2, 3, or 4
- **NUMBER OF REFLECTORS OR DIRECTION**
  - X = 3-Size 2 reflector units (Type 2 only)
  - Y = 1-Size 3 reflector unit (Type 2 only)
  - Z = 3-Size 1 or 1-Size 4 reflector unit(s)(Type 2 only)
  - L = Left Side (Type 3 Object Marker only)
  - R = Right Side (Type 3 Object Marker only)
  - C = Center (Type 3 Object Marker only)
- **TYPE OF POST**
  - WC = Wing Channel Post
  - WFLX = White Flexible Post
  - YFLX = Yellow Flexible Post
  - TWT = Thin Walled Tubing
- **TYPE OF MOUNT**
  - GND = Ground Embedded (drivable or set in concrete)
  - SRF = Surface Mount
  - WAS = Wedge Anchor Steel
  - WAP = Wedge Anchor Plastic
- **IDENTIFICATION**
  - LL = Low Speed, Low Impact
  - HH = High Speed, High Impact
- **DIRECTION [if required]**
  - BI = Bi-Directional

OBJECT MARKER DEFINITION

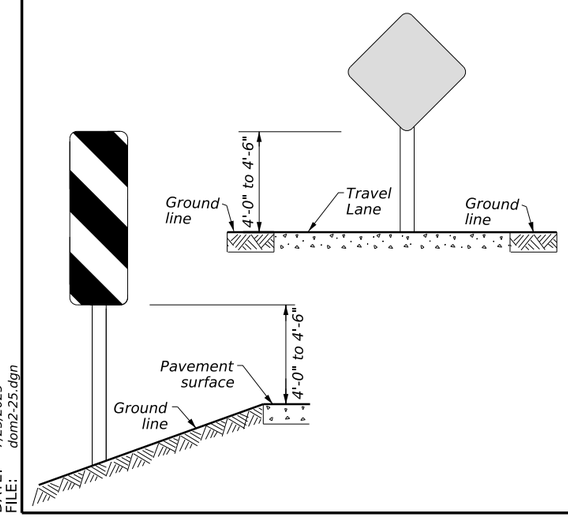
Devices used to mark obstructions within or adjacent to the roadway. (See TMUTCD - Chapter 2C, WARNING SIGNS AND OBJECT MARKERS.)

	Type 1 (OM-1)	Type 2 (OM-2)			Type 3 (OM-3)			Type 4 (OM-4)
	OM-1	OM-2X	OM-2Y	OM-2Z	OM-3L	OM-3R	OM-3C	OM-4
DEVICE		 3-Size 2 reflector units	 1-Size 3 reflector unit	 1-Size 4 reflector unit or 3-Size 1 reflector units				
SHEETING	Yellow - Type B_{FL} or C_{FL} sheeting	White and Yellow - Type B or C sheeting			Alternating Acrylic Black and Retroflective Yellow - Type B_{FL} or C_{FL} sheeting			Red - Type B_{FL} or C_{FL} sheeting
POST TYPE	TWT	WC	WC	WFLX, YFLX	TWT, WFLX			TWT
MOUNT TYPE	WAS, WAP	GNDLL	GNDLL	GNDLL, GNDHH, SRFLL, SRFHH	WAS, WAP, GNDLL, GNDHH, SRFLL, SRFHH			WAS, WAP

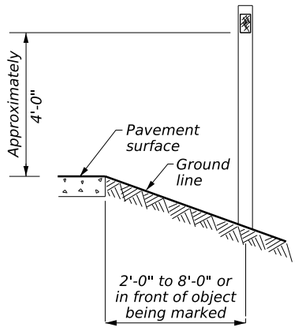
REFLECTOR UNIT DIMENSIONS FOR OBJECT MARKERS

	SIZE 1	SIZE 2	SIZE 3	SIZE 4
DEVICE				
NOTE	1. Size 1 and 4 - Direct applied reflective sheeting for use on flexible post (flx). 2. Size 2 and 3 - For use on wing channel (wc) post only. Use approved metal, plastic, or fiberglass backplate with 17/64" mounting holes.			

TYPES 1, 3, AND 4 OBJECT MARKERS TYPICAL INSTALLATION



TYPE 2 OBJECT MARKERS TYPICAL INSTALLATION

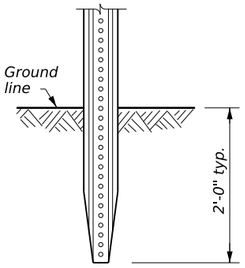


See General Notes 1, 2, and 3

POST TYPE AND SUPPORT FOUNDATION DETAILS

WING CHANNEL (WC)

GND

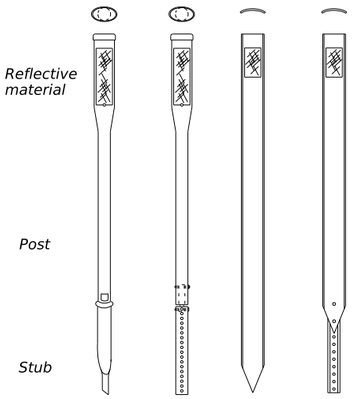


NOTES

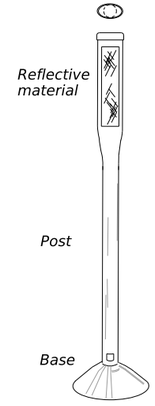
1. Embedded Wing Channel (WC) post option may be used for Type 2 object markers and delineators only.
2. 1.12 lbs/ft steel per ASTM A 1011 SS Gr. 50, or ASTM A499.

FLEXIBLE POSTS (YFLX, WFLX)

GND



SRF

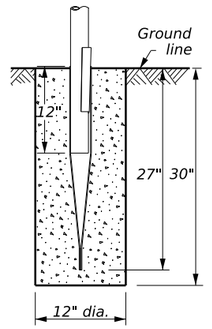


NOTES

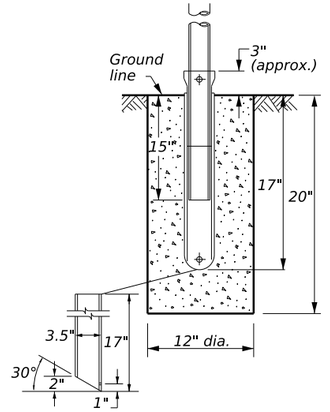
1. See "Flexible Delineator and Object Marker Posts" Material Producer List for approved devices.
2. Install per manufacturer's recommendations.
3. Post length may vary to meet field conditions.

WEDGE ANCHOR SYSTEMS

WAS



WAP



NOTE

1. Install per manufacturer's recommendations.

GENERAL NOTES

1. Where a restriction prevents consistent placement from the pavement edge, place the affected object markers in line with the innermost edge of the obstruction.
2. When Type 2 object markers are more than 8'-0" from the edge of the pavement, it may not be possible to maintain a height of approximately 4'-0". If this is the case, place the object marker as close to the recommended height as possible.
3. Install all object markers in accordance with the manufacturer's recommendation.
4. Diagonal stripes on Type 3 object markers shall slope down toward the intended travel lane.
5. Object marker substrates shall be 0.080" aluminum sign blank and conform to ASTM B-209 Alloy 6061-T6 or an approved alternative.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
FLEXIBLE DELINEATOR & OBJECT MARKER POSTS (EMBEDDED & SURFACE MOUNT TYPES)	DMS-4400
SIGN FACE MATERIALS	DMS-8300
DELINEATORS, OBJECT MARKERS AND BARRIER REFLECTORS	DMS-8600

Texas Department of Transportation

Traffic Safety Division Standard

OBJECT MARKER MATERIAL DESCRIPTION & INSTALLATION

D & OM(2)-25

FILE: dom2-25.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT May 2025	CONT	SECT	JOB	HIGHWAY
REVISIONS 8-04 5-25 3-15 7-20	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		71

DATE: 7/25/2025
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DATE: 7/25/2025
FILE: dom3-25.dgn

DELINEATOR AND OBJECT MARKER APPLICATION AND SPACING

CONDITION	REQUIRED TREATMENT	MINIMUM SPACING
Fwy./Exp. Tangent	RPMs	See PM and FPM standard sheets
Fwy./Exp. Curve	Single delineators on right side	See delineator spacing table
Fwy/Exp.Ramp	Single delineators on at least one side of ramp (should be on outside of curves) (see Detail 4a on D&OM(4))	100 feet on ramp tangents Use delineator spacing table for ramp curves ("straightway spacing" does not apply to ramp curves)
Acceleration/ Deceleration Lane	Double delineators (see Detail 4a on D&OM(4))	100 feet (See Detail 4a on D & OM(4))
Truck Escape Ramp	Single red delineators on both sides	50 feet
Bridge Rail (steel or concrete) and Metal Beam Guard Fence	Bi-Directional Delineators when undivided with one lane each direction Single Delineators when multiple lanes each direction	Equal spacing (100'max) but not less than 3 delineators
Concrete Traffic Barrier (CTB) or Steel Traffic Barrier	Barrier reflectors matching the color of the edge line	Equal spacing 100' max
Cable Barrier	Reflectors matching the color of the edge line Bi-Directional Delineators when within clearzone	Every 5th cable barrier post (up to 100'max)
Cable Barrier Terminus / Impact Head	Object marker on end	Requires reflective sheeting provided by manufacturer per D & OM (VIA) or a Type 3 Object Marker (OM-3) in front of the terminal end See D & OM(6)
Guard Rail Terminus / Impact Head	Divided highway - Object marker on approach end Undivided 2-lane highways - Object marker on approach and departure end	Requires reflective sheeting provided by manufacturer per D & OM (VIA) or a Type 3 Object Marker (OM-3) in front of the terminal end See D & OM(5) and D & OM(6)
Bridges with no Approach Rail	Type 3 Object Marker (OM-3) at end of rail and 3 single delineators approaching rail	See D & OM(5)
Reduced Width Approaches to Bridge Rail	Type 2 and Type 3 Object Markers (OM-3) and 3 single delineators approaching bridge	Requires reflective sheeting provided by manufacturer per D & OM(VIA) or a Type 3 Object Marker (OM-3) in front of the terminal end See D & OM(5)
Culverts without MBGF	Type 2 Object Markers	See Detail 2 on D & OM(4)
Crossovers	Double yellow delineators and RPMs	See Detail 1 on D & OM(4)
Pavement Narrowing (lane merge) on Freeways/Expressway	Single delineators adjacent to affected lane for full length of transition	100 feet

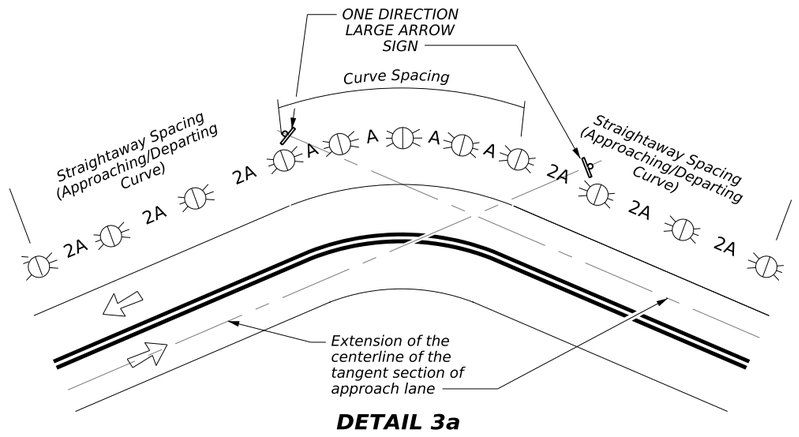
MINIMUM WARNING DEVICES AT CURVES WITH ADVISORY SPEEDS

Amount by which Advisory Speed is less than Posted Speed	Turn/Curve Advisory Speed: Turn (30 MPH or less)	Turn/Curve Advisory Speed: Curve (35 MPH or more)
5 MPH	• RPMs and Pavement Markings	
10 MPH	• Advance Horizontal Alignment Warning Sign with Advisory Speed Plaque; and • RPMs and Pavement Markings	
15 MPH	• Advance Horizontal Alignment Warning Sign with Advisory Speed Plaque; and • RPMs, Pavement Markings, and Delineators; or • RPMs, Pavement Markings, and One Direction Large Arrow sign(s)	• Advance Horizontal Alignment Warning Sign with Advisory Speed Plaque; and • RPMs, Pavement Markings, and Chevrons; or • RPMs, Pavement Markings, and One Direction Large Arrow sign(s) where geometric conditions or roadside obstacles prevent the installation of chevrons
20 MPH	• Advance Horizontal Alignment Warning Sign with Advisory Speed Plaque; and • RPMs, Pavement Markings, and Chevrons; or • RPMs, Pavement Markings, and One Direction Large Arrow sign(s) where geometric conditions or roadside obstacles prevent the installation of chevrons	
25 MPH or more	• Advance Horizontal Alignment Warning Sign with Advisory Speed Plaque; and • RPMs, Pavement Markings, and Chevrons; or • RPMs, Pavement Markings, and One Direction Large Arrow sign(s) where geometric conditions or roadside obstacles prevent the installation of chevrons	• Advance Horizontal Alignment Warning Sign with Advisory Speed Plaque; and • RPMs, Pavement Markings, and Chevrons

NOTE

A roadway is considered to have pavement markings when either a center line, edge lines, or both are present. A roadway is considered to have RPMs when they are used to supplement centerline pavement markings.

SUGGESTED SPACING FOR DELINEATORS ON HORIZONTAL CURVES



DETAIL 3a

NOTE

ONE DIRECTION LARGE ARROW (W1-6) sign should be located at approximately and perpendicular to the extension of the centerline of the tangent section of approach lane.

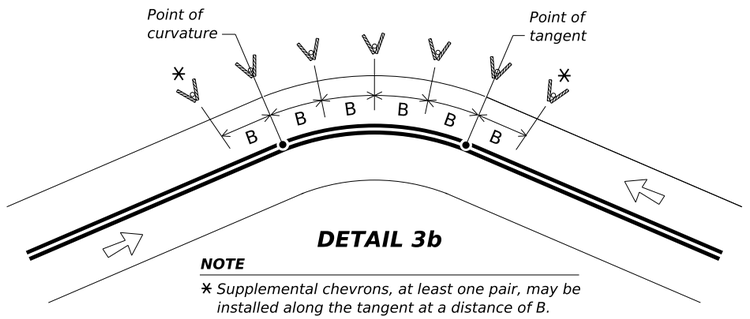
LEGEND

	Delineator
	Bi-directional Delineator
	Sign

GENERAL NOTES

1. Unless otherwise indicated, the delineator or barrier reflector color shall conform to the color of the pavement edge line on the side of the road where the delineators or barrier reflectors are placed.
2. Barrier reflectors may be used to replace required delineators.
3. Single red delineators may be mounted on the back side of delineator posts for wrong way driver applications.

SUGGESTED SPACING FOR CHEVRONS ON HORIZONTAL CURVES



DETAIL 3b

NOTE

⁎ Supplemental chevrons, at least one pair, may be installed along the tangent at a distance of B. Adverse curve aligment is a factor in determining if supplemental chevrons are needed.

DELINEATOR AND CHEVRON SPACING

WHEN DEGREE OF CURVE OR RADIUS IS KNOWN

Degree of Curve	FEET: Radius of Curve	Spacing in Curve	Spacing in Straightaway	Chevron Spacing in Curve
		A	2A	B
1	5730	225	450	——
2	2865	160	320	——
3	1910	130	260	200
4	1433	110	220	160
5	1146	100	200	160
6	955	90	180	160
7	819	85	170	160
8	716	75	150	160
9	637	75	150	120
10	573	70	140	120
11	521	65	130	120
12	478	60	120	120
13	441	60	120	120
14	409	55	110	80
15	382	55	110	80
16	358	55	110	80
19	302	50	100	80
23	249	40	80	80
29	198	35	70	40
38	151	30	60	40
57	101	20	40	40

Curve delineator approach and departure spacing should include 3 delineators spaced at 2A. This spacing should be used during design preparation or when the degree of curve is known.

DELINEATOR AND CHEVRON SPACING

WHEN DEGREE OF CURVE OR RADIUS IS NOT KNOWN

Advisory Speed (MPH)	FEET: Spacing in Curve	Spacing in Straightaway	Chevron Spacing in Curve
	A	2A	B
65	130	260	200
60	110	220	160
55	100	200	160
50	85	170	160
45	75	150	120
40	70	140	120
35	60	120	120
30	55	110	80
25	50	100	80
20	40	80	80
15	35	70	40

If the degree of curve is not known, delineator spacing may be determined based on the Advisory Speed of the curve. Use the delineator curve spacing for each Advisory Speed (MPH).

Texas Department of Transportation

Traffic Safety Division Standard

DELINEATOR & OBJECT MARKER PLACEMENT DETAILS APPLICATION & SPACING D & OM(3)-25

FILE:	dom3-25.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT	May 2025	CONT	SECT	JOB	HIGHWAY
REVISIONS		0914	33	098	CR182
8-04 7-20 3-15 5-25 8-15		DIST	COUNTY		SHEET NO.
		AUS	HAYS		72

20C

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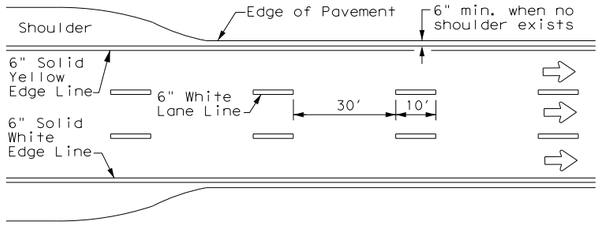
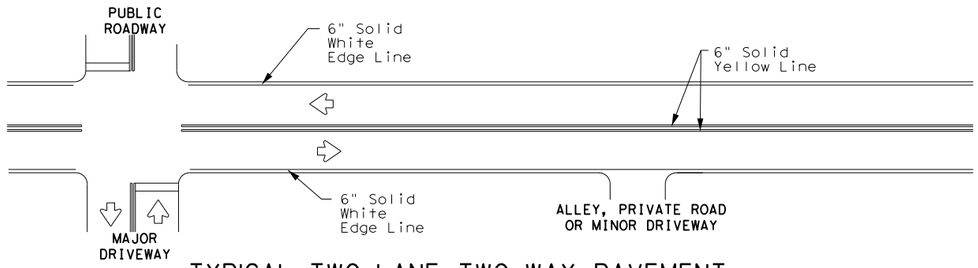
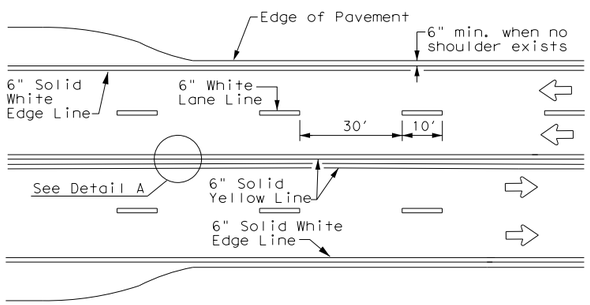
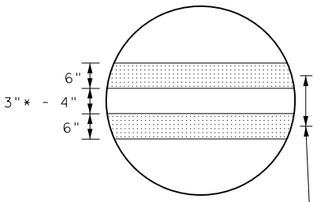


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



TYPICAL TWO-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS



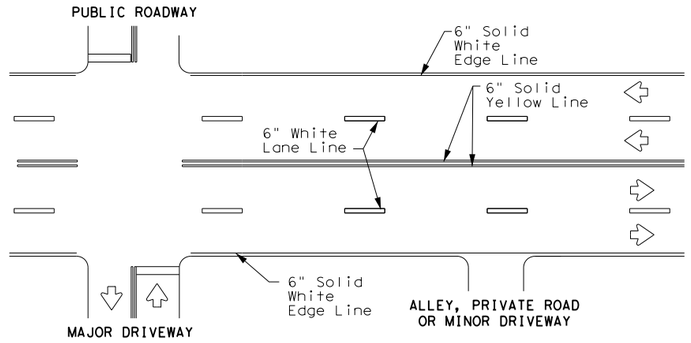


DETAIL "A"

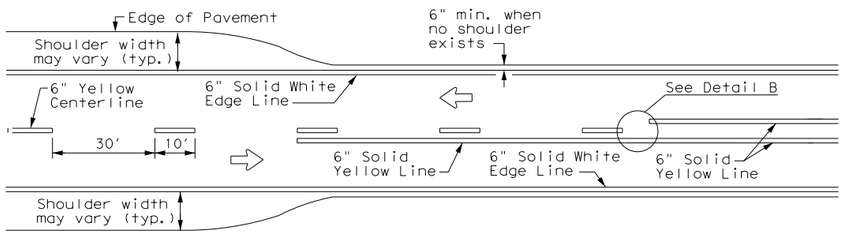
CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

* 2" minimum for restripe projects when approved by the Engineer.

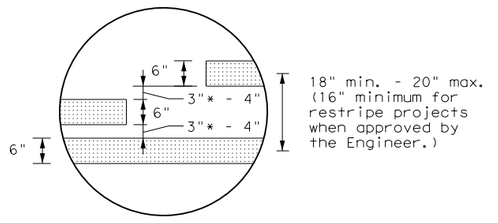
** 8" minimum for restripe projects when approved by the Engineer.



TYPICAL MULTI-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS

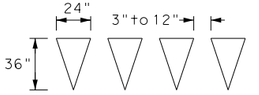


TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



DETAIL "B"

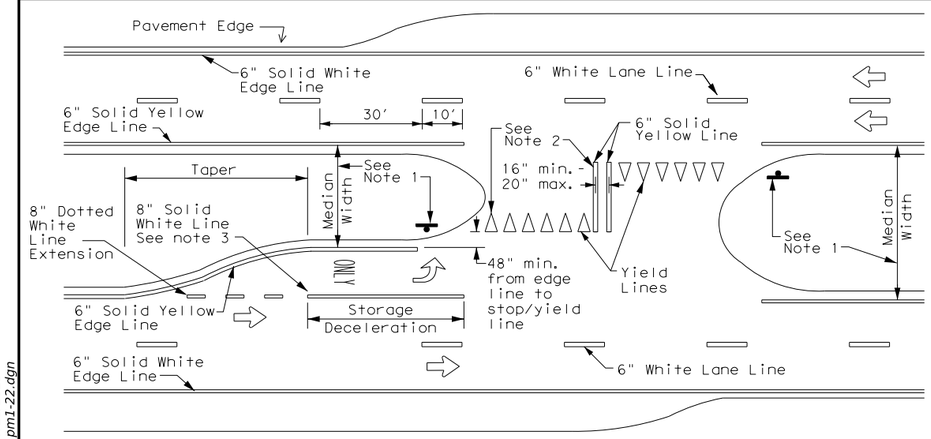
* 2" minimum for restripe projects when approved by the Engineer.



For posted speed on road being marked equal to or greater than 45 MPH.

YIELD LINES

For posted speed on road being marked equal to or less than 40 MPH.



FOUR LANE DIVIDED ROADWAY CROSSOVERS

NOTES

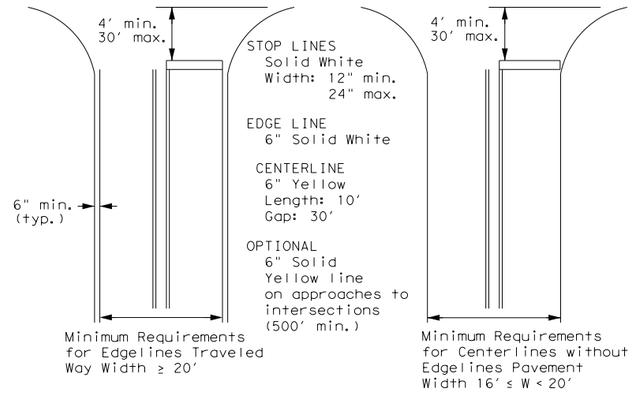
1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
2. Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

GENERAL NOTES

1. Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Roadways

Texas Department of Transportation

Traffic Safety Division Standard

TYPICAL STANDARD PAVEMENT MARKINGS

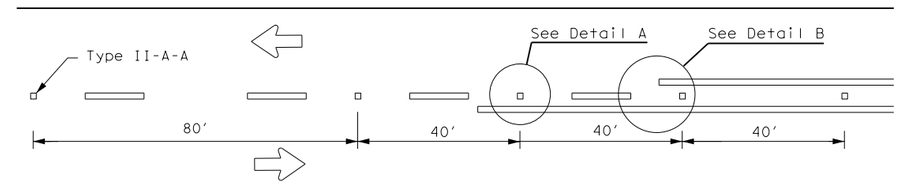
PM(1)-22

FILE: pm1-22.dgn	DN:	CK:	DW:	CK:
©TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
11-78 8-00 6-20	DIST	COUNTY		SHEET NO.
8-95 3-03 12-22	AUS	HAYS		73
5-00 2-12				

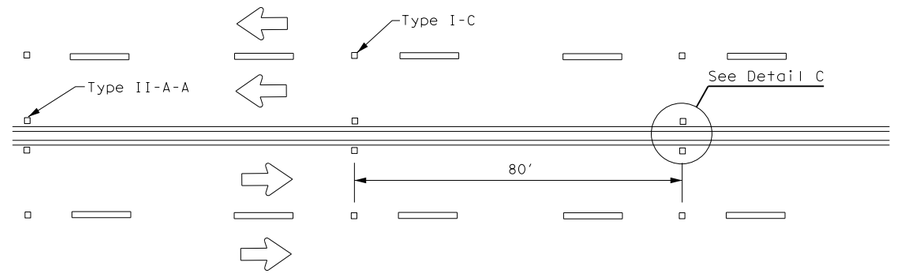
22A

DATE: 7/25/2025
FILE: pm1-22.dgn

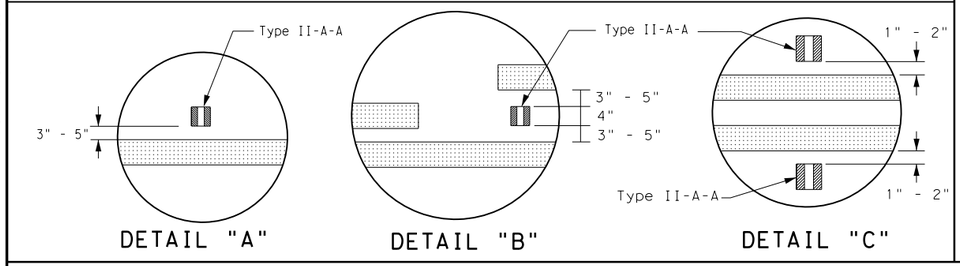
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

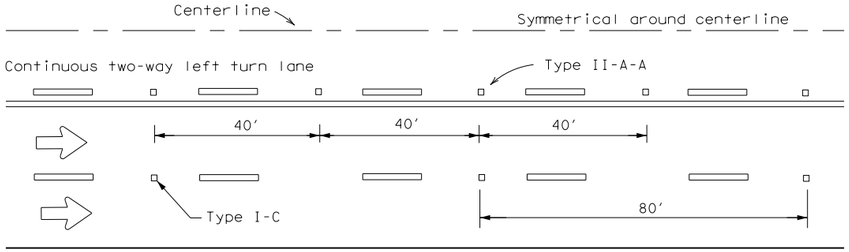


CENTERLINE FOR ALL TWO LANE TWO-WAY ROADWAYS

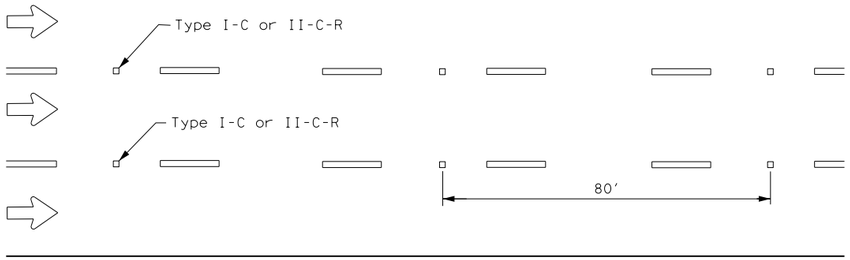


CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY ROADWAYS





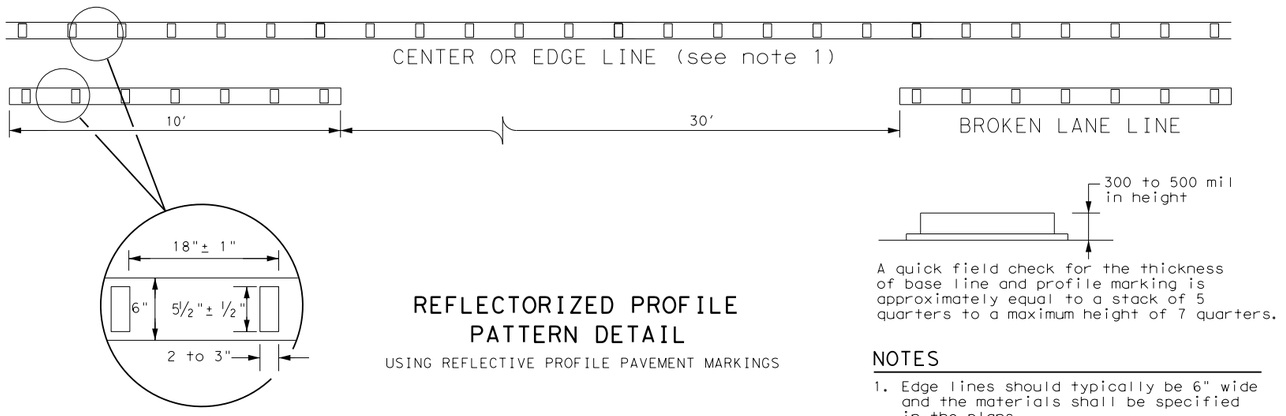
CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.

See Note 3.



REFLECTORIZED PROFILE PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

NOTES

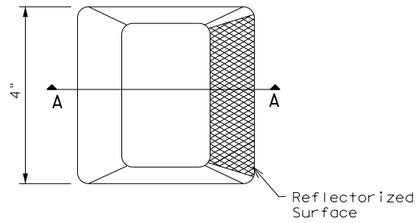
1. Edge lines should typically be 6" wide and the materials shall be specified in the plans.
2. Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

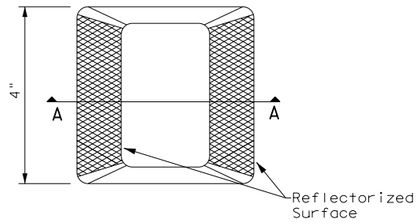
1. All raised pavement markers placed along broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements, the raised pavement markers should be placed to one side of the longitudinal joints.
3. Use raised pavement marker Type I-C with undivided roadways, flush medians, and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

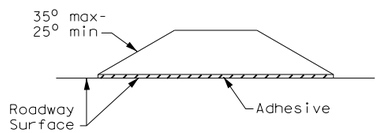
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation

Traffic Safety Division Standard

POSITION GUIDANCE USING RAISED MARKERS REFLECTORIZED PROFILE MARKINGS PM(2)-22

FILE: pm2-22.dgn	DN:	CK:	DW:	CK:
© TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
4-77 8-00 6-20	DIST	COUNTY		SHEET NO.
4-92 2-10 12-22	AUS	HAYS		74
5-00 2-12				

22B

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

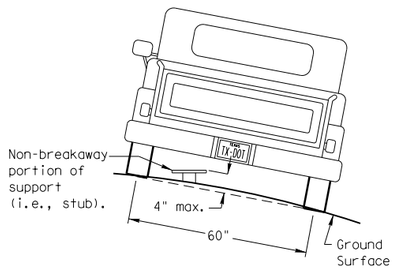
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

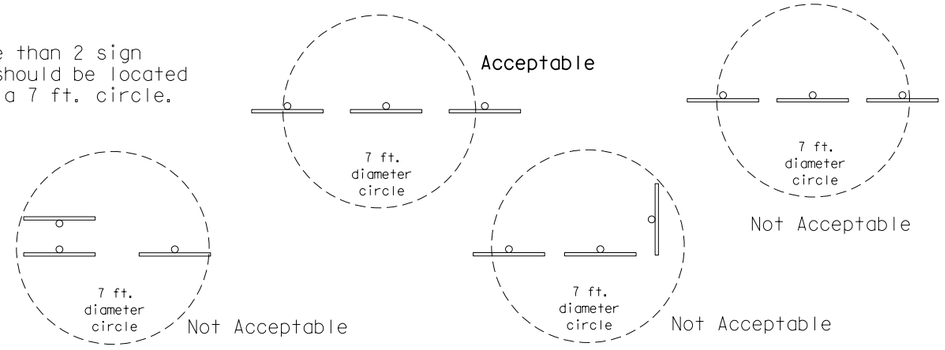
P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1))

REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



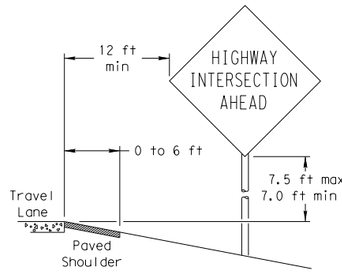
To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

No more than 2 sign posts should be located within a 7 ft. circle.



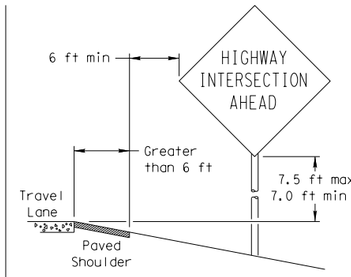
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

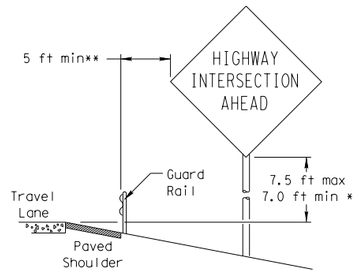
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



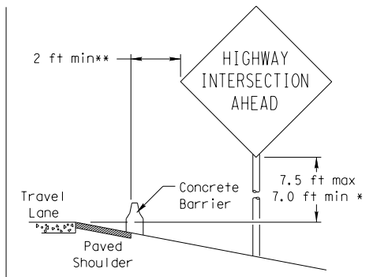
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



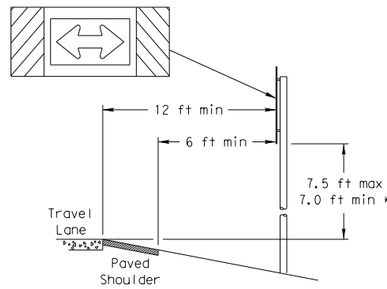
BEHIND GUARDRAIL



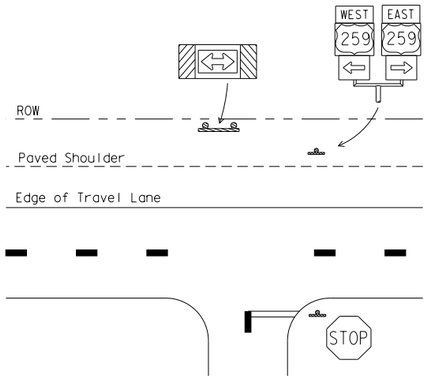
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

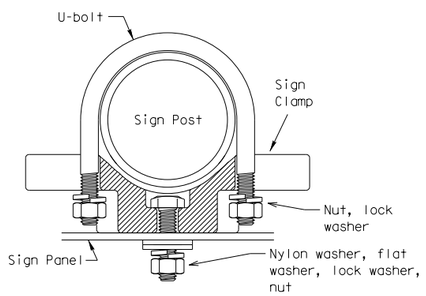
The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

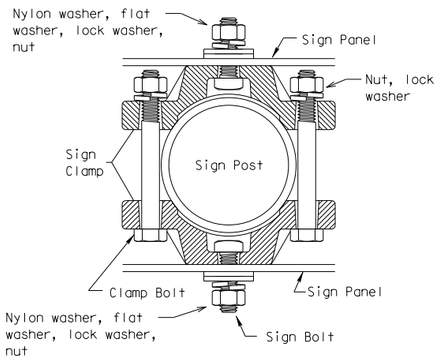
The website address is:
http://www.txdot.gov/publications/traffic.htm

TYPICAL SIGN ATTACHMENT DETAIL

Single Signs



Back-to-Back Signs



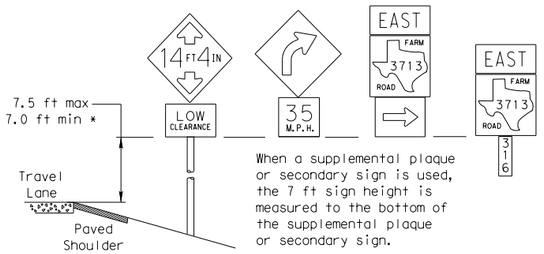
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

Sign clamps may be either the specific size clamp or the universal clamp.

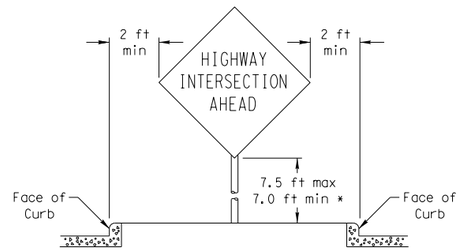
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



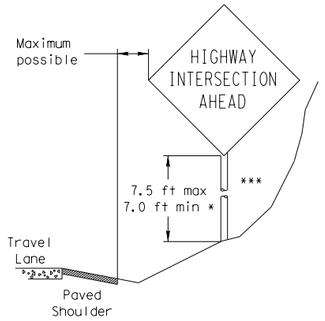
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		75

26A

DATE: 7/25/2025
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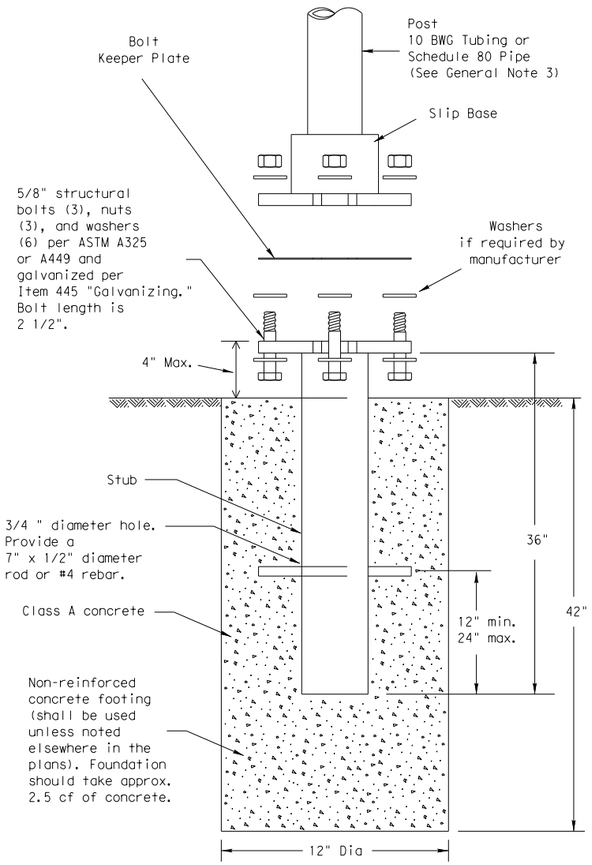
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   - 0.134" nominal wall thickness
   - Seamless or electric-resistance welded steel tubing or pipe
   - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   - Other steels may be used if they meet the following:
     - 55,000 PSI minimum yield strength
     - 70,000 PSI minimum tensile strength
     - 20% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.

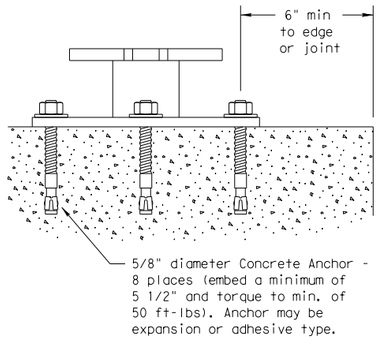
   Schedule 80 Pipe (2.875" outside diameter)
   - 0.276" nominal wall thickness
   - Steel tubing per ASTM A500 Gr C
   - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
     - 46,000 PSI minimum yield strength
     - 62,000 PSI minimum tensile strength
     - 21% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
9-08

CONT	SECT	JOB	HIGHWAY
0914	33	098	CR182

DIST	COUNTY	SHEET NO.
AUS	HAYS	76

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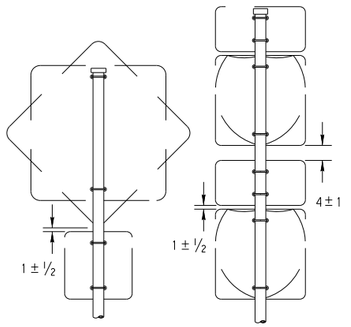
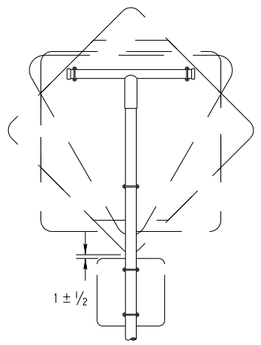
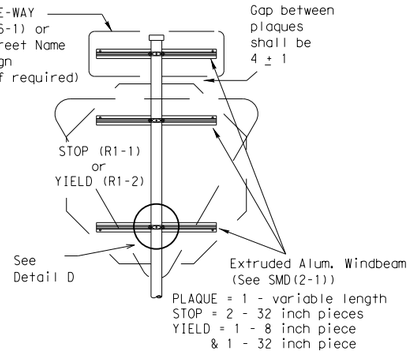


SM RD SGN ASSM TY XXXXX(1)XX(P)



SM RD SGN ASSM TY XXXXX(1)XX(T)



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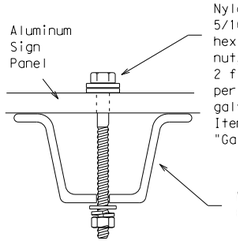
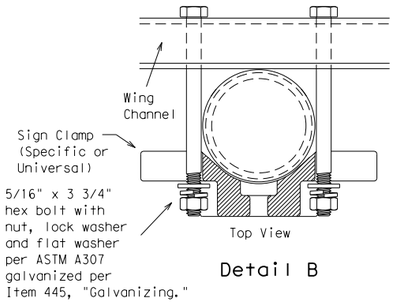
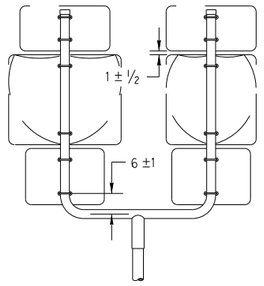


Detail A



Detail B



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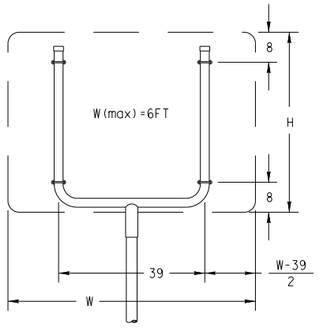
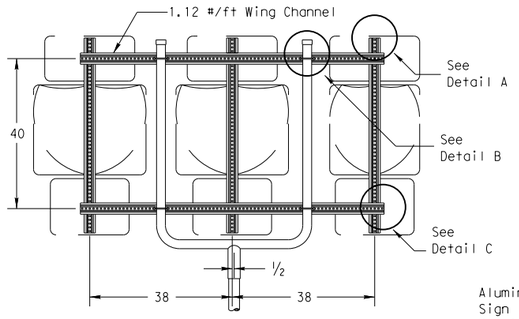
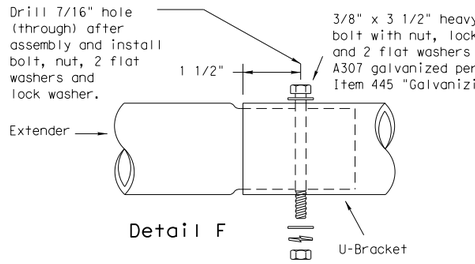


SM RD SGN ASSM TY XXXXX(1)XX(U)

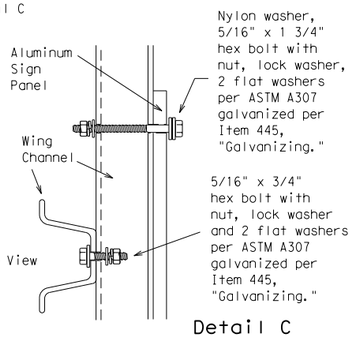


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

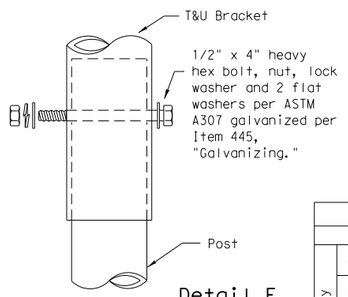


Detail F

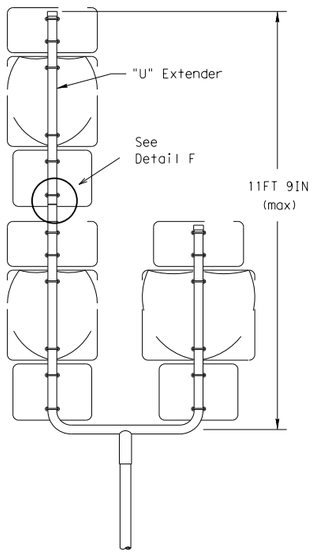
Splices shall only be allowed behind the sign substrate.



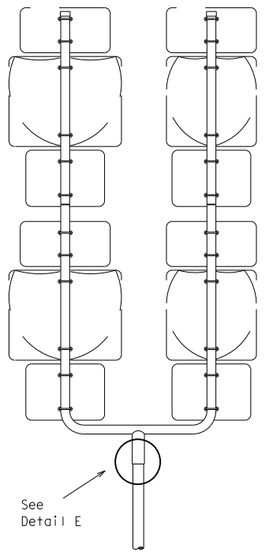
Detail C



Detail E



SM RD SGN ASSM TY S80(1)XX(U-1EXT)



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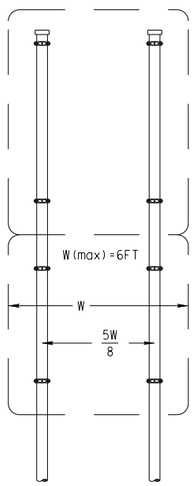
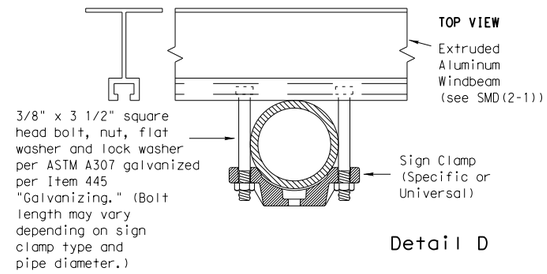
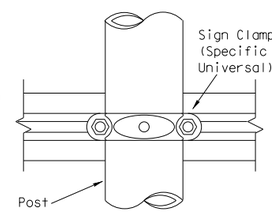


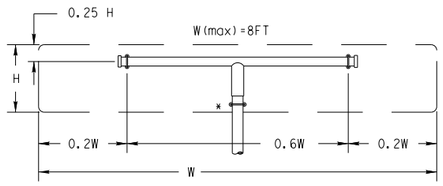
SM RD SGN ASSYM TY XXXXX(2)XX(P)

SIDE VIEW



Detail D

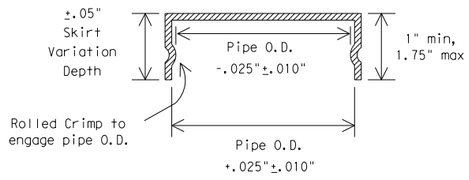




All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08	CONT	SECT	JOB	HIGHWAY
	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		77

26C

DATE: 7/25/2025
FILE: smds2.dgn

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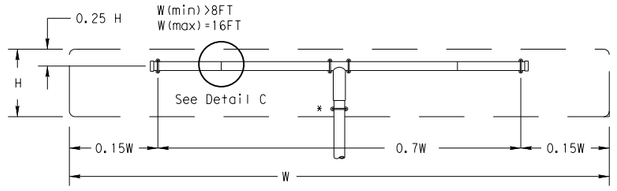
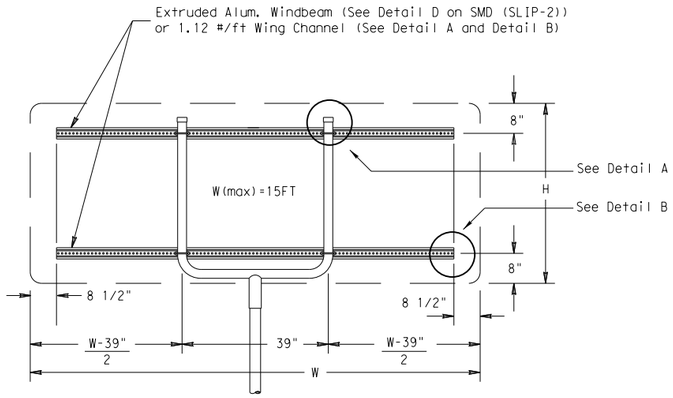
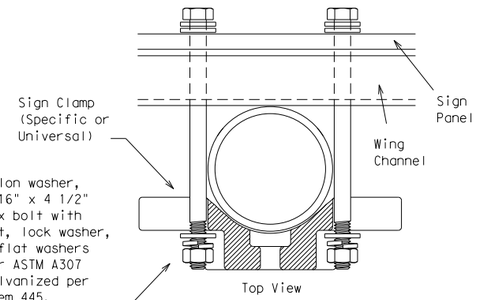


SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)

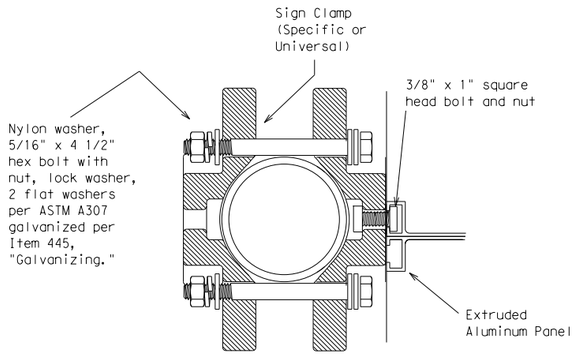
(* - See Note 12)



SM RD SGN ASSM TY XXXXX(1)XX(U-XX)

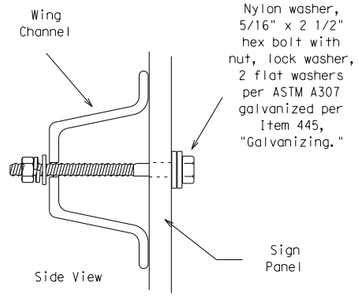


Detail A

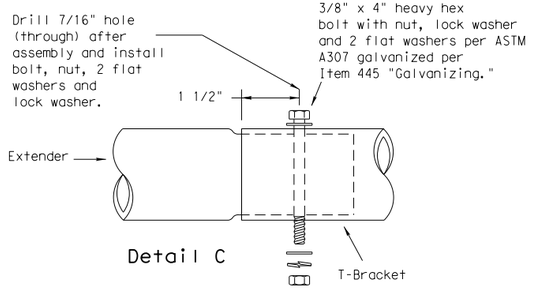


Detail D

EXTRUDED ALUMINUM SIGN WITH T BRACKET

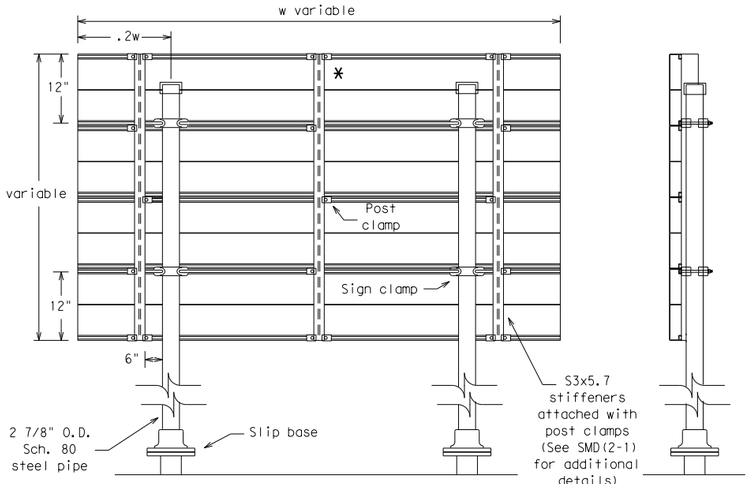


Detail B



Detail C

Splices shall only be allowed behind the sign substrate.

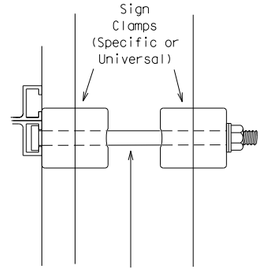


Typical Sign Mount

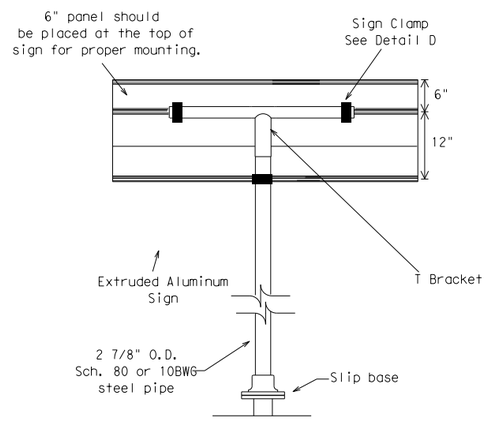
SM RD SGN ASSM TY S80(2)XX(P-EXAL)

* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.

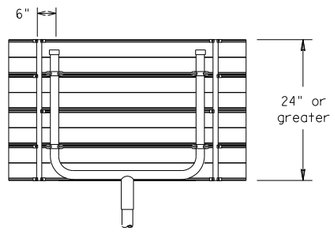
See Detail E
for clamp installation



Detail E



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1.
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
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7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Sign blanks shall be the sizes and shapes shown on the plans.
11. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
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	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
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	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08	CONT	SECT	JOB	HIGHWAY
	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		78

26D

DATE: 7/25/2025
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I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1.

2.

☒ No Action Required ☐ Required Action

Action No.

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000
2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.
3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.
4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

☒ No Permit Required
☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
☐ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)
☐ Individual 404 Permit Required
☐ Other Nationwide Permit Required: NWP# _____

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

1.

2.

3.

4.

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion	Sedimentation	Post-Construction TSS
☒ Temporary Vegetation	☒ Silt Fence	☐ Vegetative Filter Strips
☒ Blankets/Matting	☒ Rock Berm	☐ Retention/Irrigation Systems
☐ Mulch	☐ Triangular Filter Dike	☐ Extended Detention Basin
☐ Sodding	☐ Sand Bag Berm	☐ Constructed Wetlands
☐ Interceptor Swale	☐ Straw Bale Dike	☐ Wet Basin
☐ Diversion Dike	☐ Brush Berms	☐ Erosion Control Compost
☐ Erosion Control Compost	☐ Erosion Control Compost	☐ Mulch Filter Berm and Socks
☐ Mulch Filter Berm and Socks	☐ Mulch Filter Berm and Socks	☐ Compost Filter Berm and Socks
☐ Compost Filter Berm and Socks	☐ Compost Filter Berm and Socks	☒ Vegetation Lined Ditches
	☐ Stone Outlet Sediment Traps	☐ Sand Filter Systems
	☐ Sediment Basins	☐ Grassy Swales

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

☒ No Action Required ☐ Required Action

Action No.

1.

2.

3.

4.

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical.
Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

☐ No Action Required ☒ Required Action

Action No.

1. AVOID UNNECESSARY CLEARING OF VEGETATION.

2.

3.

4.

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

☐ No Action Required ☒ Required Action

Action No.

1. Hays County shall provide pre-construction awareness training on protected and habitat that may occur in the project area and outside the ROW and requirements to avoid effects to the species and their habitats. Information and training will be provided in a manner that can be provided or repeated for new personnel coming onto the project throughout the life of the project.
2. To minimize potential impacts to Golden-cheeked warblers associated with construction, Hays County and the construction contractor will complete all woody vegetation disturbance and removal activities outside of the GCWA breeding season (i.e., woody vegetation disturbance would be completed September 15 - March 1).
3. Construction activities will be prohibited during nighttime hours to reduce the impact of construction noise and light.

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BMP:	Best Management Practice	SPCC:	Spill Prevention Control and Countermeasure
CGP:	Construction General Permit	SW3P:	Storm Water Pollution Prevention Plan
DSHS:	Texas Department of State Health Services	PCN:	Pre-Construction Notification
FHWA:	Federal Highway Administration	PSL:	Project Specific Location
MOA:	Memorandum of Agreement	TCEQ:	Texas Commission on Environmental Quality
MOU:	Memorandum of Understanding	TPDES:	Texas Pollutant Discharge Elimination System
MS4:	Municipal Separate Stormwater Sewer System	TPWD:	Texas Parks and Wildlife Department
MBTA:	Migratory Bird Treaty Act	TxDOT:	Texas Department of Transportation
NOT:	Notice of Termination	T&E:	Threatened and Endangered Species
NWP:	Nationwide Permit	USACE:	U.S. Army Corps of Engineers
NOI:	Notice of Intent	USFWS:	U.S. Fish and Wildlife Service

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used.

Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labelling as required by the Act.

Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:
* Dead or distressed vegetation (not identified as normal)
* Trash piles, drums, canister, barrels, etc.
* Undesirable smells or odors
* Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

☐ Yes ☒ No

If "No", then no further action is required.
If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

☐ Yes ☐ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

☒ No Action Required ☐ Required Action

Action No.

1.

2.

3.

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VII. OTHER ENVIRONMENTAL ISSUES

(includes regional issues such as Edwards Aquifer District, etc.)

☐ No Action Required ☒ Required Action

Action No.

1. Contractors will remove temporary structures, debris, or other temporary materials placed during construction operations that are not part of the finished work at the completion of construction activities.
2. Disturbed areas shall be re-vegetated according to Hays County's standard practices, the TCEQ CGP, and project specific SWP3, in compliance with Executive Order 13112 on Invasive Species and the Executive Memorandum on Beneficial Landscaping. Re-vegetation efforts shall provide appropriate and sustainable cover to prevent erosion and siltation.
3. Contractors will remove all temporary erosion and sedimentation BMPs once final stabilization is reached and at the completion of the project in accordance with the TCEQ CGP and project specific SWP3.

Texas Department of Transportation

Design Division Standard

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

EPIC

FILE: epic.dgn	DN: TxDOT	CK: RG	DW: VP	CK: AR
© TxDOT: February 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS 12-12-2011 (DS) 05-07-14 ADDED NOTE SECTION IV. 01-23-2015 SECTION I (CHANGED ITEM 1122 TO ITEM 506, ADDED GRASSY SWALES.	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		79

STORMWATER POLLUTION PREVENTION PLAN (SWP3):

This SWP3 has been developed in accordance with the TPDES Construction General Permit TXR150000 (CGP). The Texas Department of Transportation (TxDOT) ensures that project specifications include adequate best management practices (BMPs) for this project.

For all projects with soil disturbing activity and for projects that have Environmental, Permits, Issues, and Commitments (EPICs) dependent on stormwater controls and water quality measures Hays County will maintain a SWP3 with all pertinent records, correspondence, environmental documents, etc. at the project field office, Area Office, or electronically.

This SWP3 is consistent with requirements specified in applicable stormwater plans and the projects environmental permits, issues, and commitments (EPICs). A copy of the CGP is included in Attachment 2.12 of the SWP3 binder.

1.0 SITE/PROJECT DESCRIPTION

1.1 PROJECT CONTROL SECTION JOB (CSJ):
0914-33-098

1.2 PROJECT LIMITS:
From: *0.30 MILE EAST OF MOUNT SHARP ROAD*

To: *0.61 MILE EAST OF MOUNT SHARP ROAD*

1.3 PROJECT COORDINATES:
BEGIN: (Lat) *30.039* ,(Long) *-98.117*

END: (Lat) *30.043* ,(Long) *-98.116*

1.4 TOTAL PROJECT AREA (Acres): *4.48*

1.5 TOTAL AREA TO BE DISTURBED (Acres): *4.48*

1.6 NATURE OF CONSTRUCTION ACTIVITY:
CONSTRUCTION AND REALIGNMENT OF A 2 LANE ROADWAY CONSISTING OF IMPROVING HORIZONTAL ALIGNMENT.

1.7 MAJOR SOIL TYPES:

Soil Type	Description
BOLAR CLAY LOAM, 1 TO 3% SLOPES	*90% BOLAR, 10 % MINOR COMPONENTS, WELL DRAINED, LOW RUN OFF*
BRACKETT-ROCK OUTCROP-COMFORT COMPLEX, 1 TO 8% SLOPES	*50% BRACKETT, 20% ROCK OUTCROP, 15% COMFORT, 15% MINOR COMPONENTS, WELL DRAINED, HIGH RUNOFF*

1.8 PROJECT SPECIFIC LOCATIONS (PSLs):
PSLs must be depicted on the Environmental Layout Sheets in Attachment 1.2 of this SWP3. PSLs may be identified during preconstruction meetings or during the construction process. Please choose from the options below:

☐ PSLs determined during preconstruction meeting
☐ PSLs determined during construction
☒ No PSLs planned for construction

Type	Sheet #s

All off-ROW PSLs required by the Contractor are the Contractor's responsibility. The Contractor shall secure all permits required by local, state, federal laws for off-ROW PSLs. The contractor shall provide diagrams, areas of disturbance, acreage, and BMPs for all off-ROW PSLs within one mile of the project.

1.9 CONSTRUCTION ACTIVITIES:
(Use the following list as a starting point when developing the Construction Activity Schedule and Ceasing Record in Attachment 2.5.)

☒ Mobilization
☒ Install sediment and erosion controls
☒ Blade existing topsoil into windrows, prep ROW, clear and grub
☒ Remove existing pavement
☒ Grading operations, excavation, and embankment
☒ Excavate and prepare subgrade for proposed pavement widening
☒ Remove existing culverts, safety end treatments (SETs)
☐ Remove existing metal beam guard fence (MBGF), bridge rail
☒ Install proposed pavement per plans
☒ Install culverts, culvert extensions, SETs
☐ Install mow strip, MBGF, bridge rail
☒ Place flex base
☒ Rework slopes, grade ditches
☒ Blade windrowed material back across slopes
☒ Revegetation of unpaved areas
☒ Achieve site stabilization and remove sediment and erosion control measures
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.10 POTENTIAL POLLUTANTS AND SOURCES:

☒ Sediment laden stormwater from stormwater conveyance over disturbed area
☒ Fuels, oils, and lubricants from construction vehicles, equipment, and storage
☐ Solvents, paints, adhesives, etc. from various construction activities
☐ Transported soils from offsite vehicle tracking
☒ Construction debris and waste from various construction activities
☐ Contaminated water from excavation or dewatering pump-out water
☒ Sanitary waste from onsite restroom facilities
☒ Trash from various construction activities/receptacles
☐ Long-term stockpiles of material and waste
☐
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.11 RECEIVING WATERS:
Receiving waters must be depicted on the Environmental Layout Sheets in Attachment 1.2 of this SWP3. Include Segment # for receiving waters.

Tributaries	Classified Waterbody

* Add (*) for impaired waterbodies with pollutant in ().

1.12 ROLES AND RESPONSIBILITIES: HAYS COUNTY

☒ Development of plans and specifications
☐ Submit Notice of Intent (NOI) to TCEQ (≥5 acres)
☒ Post Construction Site Notice
☒ Submit NOI/CSN to local MS4
☒ Perform SWP3 inspections
☒ Maintain SWP3 records and update to reflect daily operations
☒ Complete and submit Notice of Termination to TCEQ
☒ Maintain SWP3 records for 3 years
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.13 ROLES AND RESPONSIBILITIES: CONTRACTOR

☒ Day To Day Operational Control
☐ Submit Notice of Intent (NOI) to TCEQ (≥5 acres)
☒ Post Construction Site Notice
☒ Submit NOI/CSN to local MS4
☒ Maintain schedule of major construction activities
☒ Install, maintain and modify BMPs
☒ Complete and submit Notice of Termination to TCEQ
☒ Maintain SWP3 records for 3 years
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.14 LOCAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) OPERATOR COORDINATION:

MS4 Entity

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STORMWATER POLLUTION PREVENTION PLAN (SWP3)

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July 2023 Sheet 1 of 2

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FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
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CONT.	SECT.	JOB	HIGHWAY NO.
0914	33	098	CR182

STORMWATER POLLUTION PREVENTION PLAN (SWP3):

2.0 BEST MANAGEMENT PRACTICES (BMPs) AND CONTROLS, INSPECTION, AND MAINTENANCE

The Contractor shall be the responsible party for implementing the BMPs described herein and for complying with the SWP3 for control of erosion and sedimentation during day-to-day operations. The Contractor shall implement changes to this SWP3 approved by TxDOT within the times specified in this SWP3 or the CGP.

2.1 EROSION CONTROL AND SOIL STABILIZATION BMPs:

T / P

- X ☐ Protection of Existing Vegetation
- ☐ ☐ Vegetated Buffer Zones
- X ☐ Soil Retention Blankets
- ☐ ☐ Geotextiles
- ☐ ☐ Mulching/ Hydromulching
- ☐ ☐ Soil Surface Treatments
- X ☐ Temporary Seeding
- ☐ X Permanent Planting, Sodding or Seeding
- ☐ ☐ Biodegradable Erosion Control Logs
- X ☐ Rock Filter Dams/ Rock Check Dams
- ☐ ☐ Vertical Tracking
- ☐ ☐ Interceptor Swale
- ☐ X Riprap
- ☐ ☐ Diversion Dike
- ☐ ☐ Temporary Pipe Slope Drain
- ☐ ☐ Embankment for Erosion Control
- ☐ ☐ Paved Flumes
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

2.2 SEDIMENT CONTROL BMPs:

T / P

- ☐ ☐ Biodegradable Erosion Control Logs
- ☐ ☐ Dewatering Controls
- ☐ ☐ Inlet Protection
- X ☐ Rock Filter Dams/ Rock Check Dams
- ☐ ☐ Sandbag Berms
- X ☐ Sediment Control Fence
- ☐ ☐ Stabilized Construction Exit
- ☐ ☐ Floating Turbidity Barrier
- ☐ ☐ Vegetated Buffer Zones
- ☐ ☐ Vegetated Filter Strips
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

Sediment control BMPs requiring design capacity calculations (See SWP3 Attachment 1.3.):

T / P

- ☐ ☐ Sediment Trap
  - ☐ Calculated volume runoff from 2-year, 24-hour storm for each acre of disturbed area
  - ☐ 3,600 cubic feet of storage per acre drained
- ☐ ☐ Sedimentation Basin
  - X Not required (<10 acres disturbed)
  - ☐ Required (>10 acres) and implemented.
    - ☐ Calculated volume runoff from 2-year, 24-hour storm for each acre of disturbed area
    - ☐ 3,600 cubic feet of storage per acre drained
  - ☐ Required (>10 acres), but not feasible due to:
    - ☐ Available area/Site geometry
    - ☐ Site slope/Drainage patterns
    - ☐ Site soils/Geotechnical factors
    - ☐ Public safety
    - ☐ Other: _____

2.3 PERMANENT CONTROLS:

(Coordinate post-construction BMPs with appropriate TxDOT maintenance sections.)

BMPs To Be Left In Place Post Construction:

Type	Stationing	
	From	To

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

2.4 OFFSITE VEHICLE TRACKING CONTROLS:

- X Excess dirt/mud on road removed daily
- ☐ Haul roads dampened for dust control
- X Loaded haul trucks to be covered with tarpaulin
- X Stabilized construction exit
- ☐ Daily street sweeping
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

2.5 POLLUTION PREVENTION MEASURES:

- ☐ Chemical Management
- X Concrete and Materials Waste Management
- X Debris and Trash Management
- X Dust Control
- ☐ Sanitary Facilities
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

2.6 VEGETATED BUFFER ZONES:

Natural vegetated buffers shall be maintained as feasible to protect adjacent surface waters. If vegetated natural buffer zones are not feasible due to site geometry, the appropriate additional sediment control measures have been incorporated into this SWP3.

Type	Stationing	
	From	To

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

2.7 ALLOWABLE NON-STORMWATER DISCHARGES:

- X Fire hydrant flushings
- X Irrigation drainage
- X Pavement washwater (where spills or leaks have not occurred, and detergents are not used)
- X Potable water sources
- X Springs
- X Uncontaminated groundwater
- X Water used to wash vehicles or control dust
- X Other allowable non-stormwater discharges as allowed by TPDES GP TXR150000.

2.8 DEWATERING:

Dewatering discharges of accumulated stormwater, groundwater, and surface water including discharges from dewatering of trenches, excavations, foundations, vaults, and other points of accumulation are prohibited unless managed by appropriate controls to prevent and minimize the offsite discharge of sediment and other pollutants.

2.9 INSPECTIONS:

All disturbed areas and erosion and sediment control devices shall be inspected at least once every seven (7) days. Inspections shall be performed by TxDOT as indicated on the Field Inspection and Maintenance Report Form 2118 and retained in Attachment 2.5 of this SWP3.

When dewatering activities are present, a daily inspection will be conducted once per day during those activities and documented in accordance with CGP and TxDOT requirements.

2.10 MAINTENANCE:

Control measures shall be properly installed according to specifications. If it is determined that a BMP or control measure is not operating effectively, maintenance must be accomplished as soon as possible and before the next anticipated rain event, but in no case later than 7 calendar days after being able to access the site. Maintenance shall be performed by the Contractor as indicated on the Field Inspection and Maintenance Report Form 2118 and retained in Attachment 2.5 of this SWP3.

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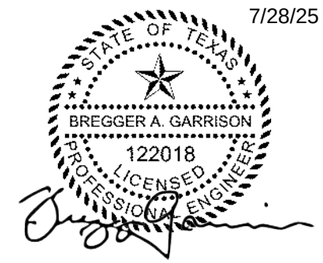

STORMWATER POLLUTION PREVENTION PLAN (SWP3)

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FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
	SEE TITLE SHEET		81
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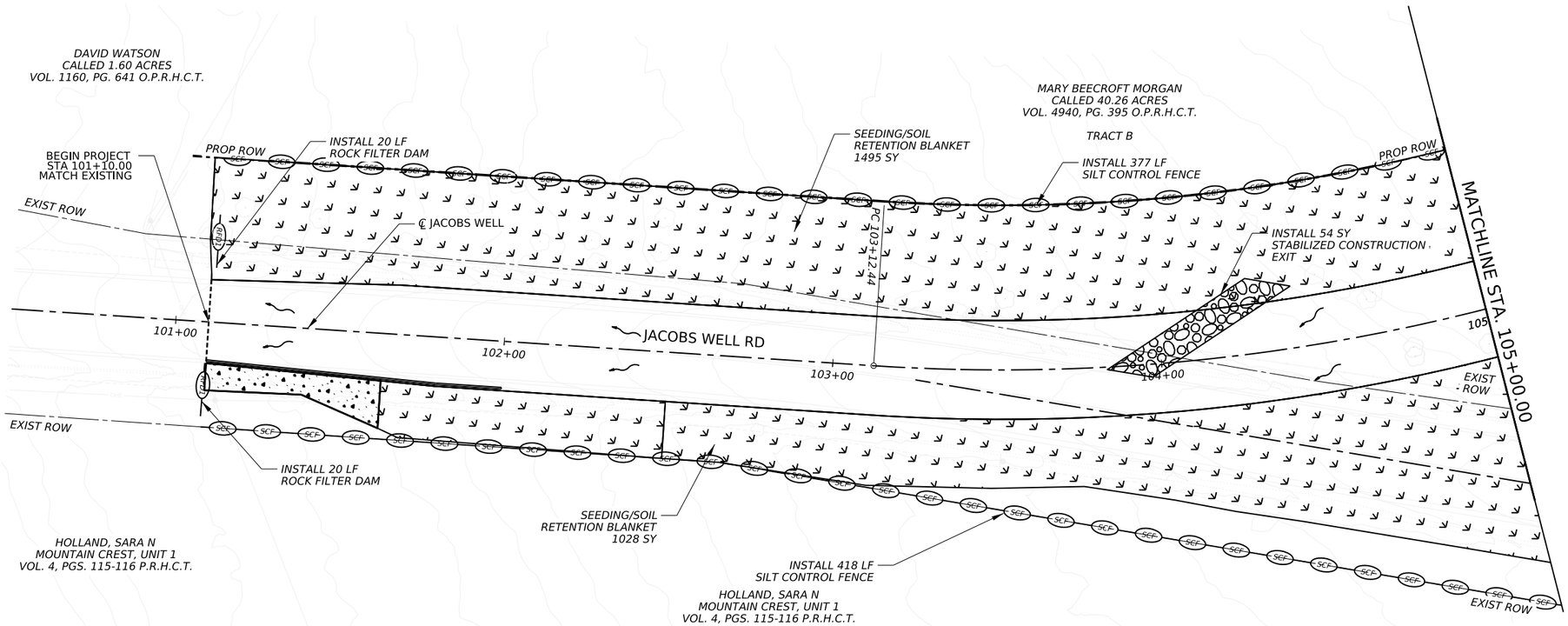
TEXAS	AUS	HAYS	
CONT.	SECT.	JOB	HIGHWAY NO.
0914	33	098	CR182



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SCALE IN FEET

LEGEND:

- SCF — SEDIMENT CONTROL FENCE
- RFDI — ROCK FILTER DAM (TY I)
- FLOW DIRECTION
- ### — EXISTING CONTOURS
- SEEDING / SOIL RETENTION BLANKET
- STABILIZED CONSTRUCTION EXIT

NOTES:

1. REVEGETATION SEEDING WILL BE PLACED IN THE AREA WHERE THE EXISTING ROAD WILL BE ABANDONED.

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–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
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CONTROL	SECTION	JOB	SHEET NO.
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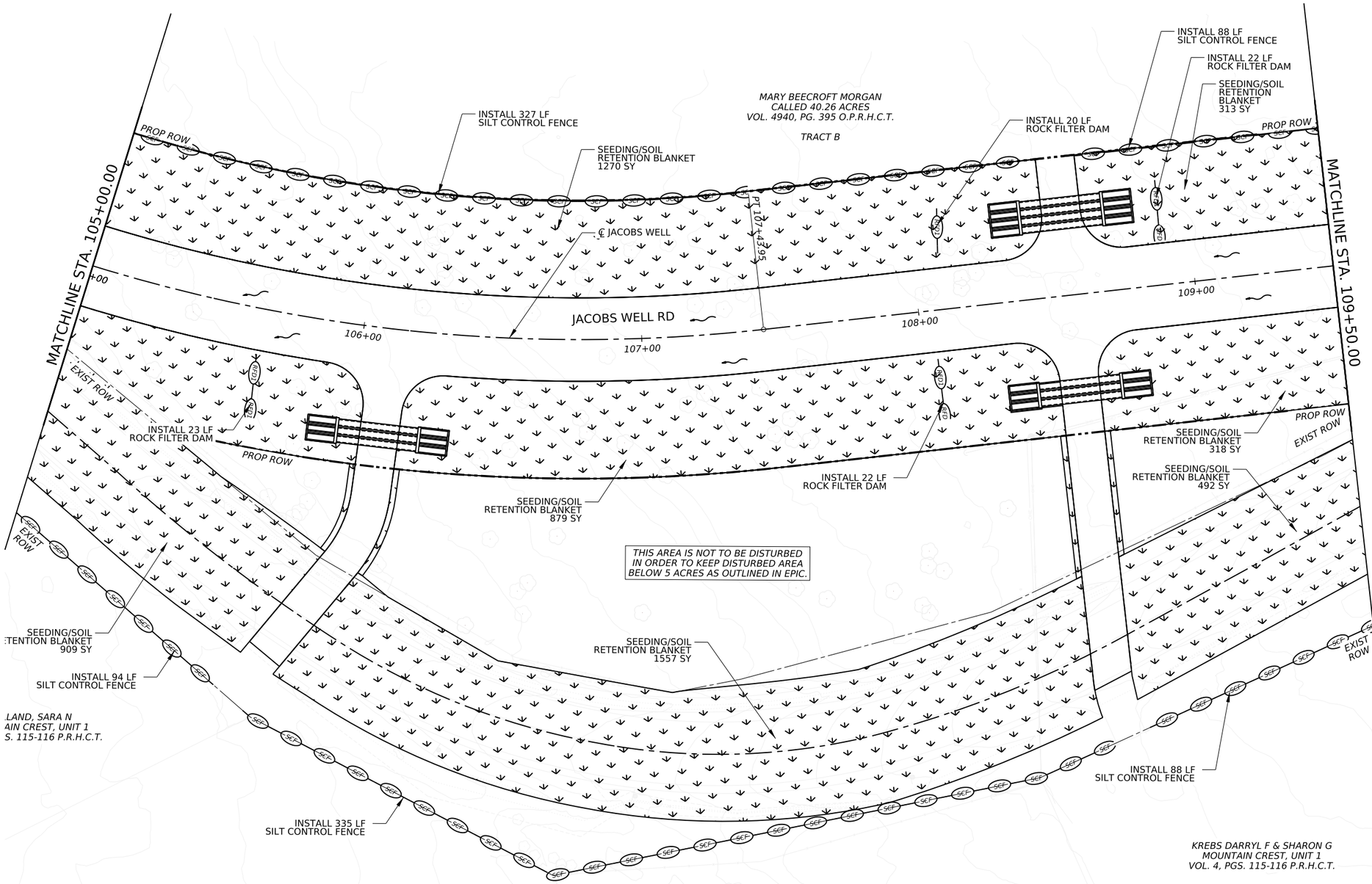

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SCALE IN FEET

LEGEND:

- SCF — SEDIMENT CONTROL FENCE
- RFD — ROCK FILTER DAM (TY I)
- FLOW DIRECTION
- ### — EXISTING CONTOURS
- SEEDING / SOIL RETENTION BLANKET
- STABILIZED CONSTRUCTION EXIT

NOTES:

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SHEET 2 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
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STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
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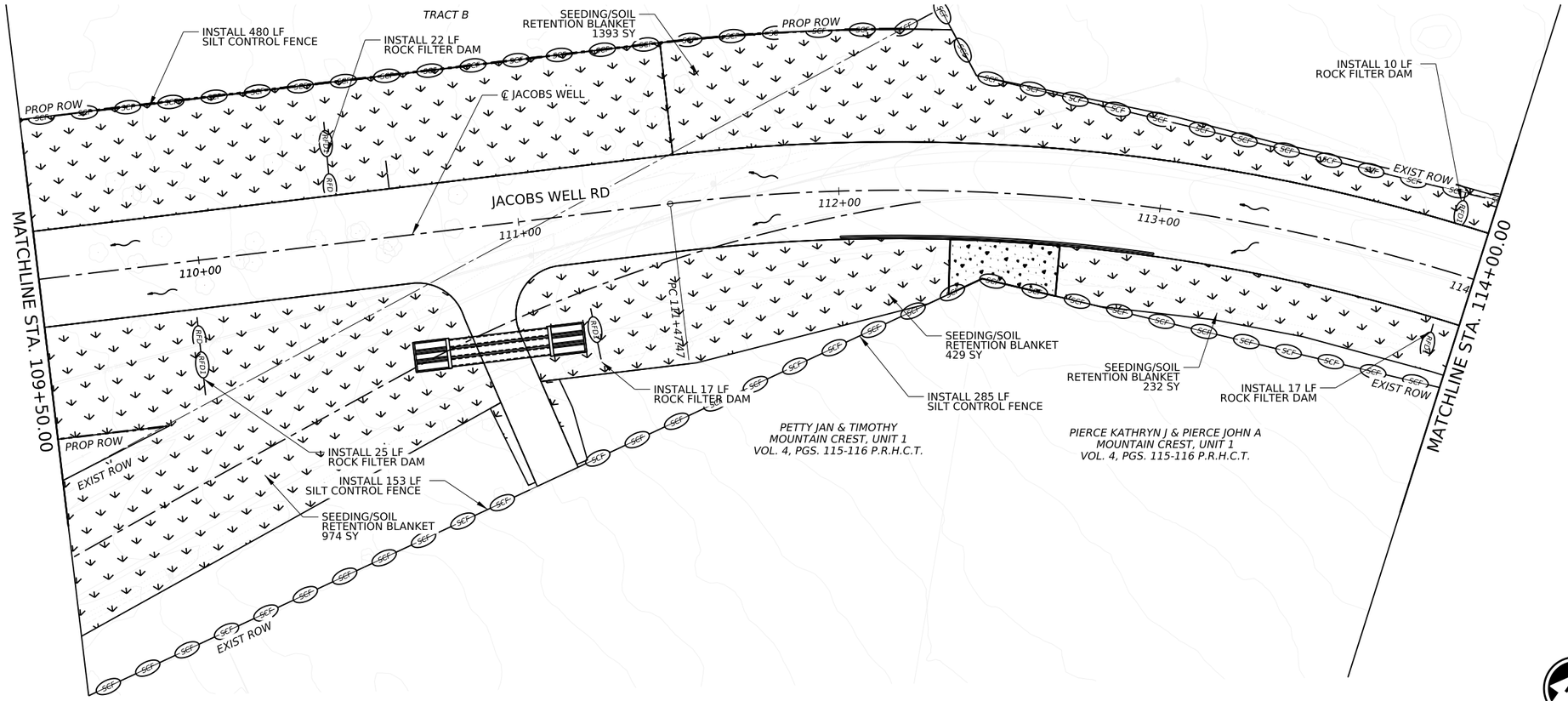

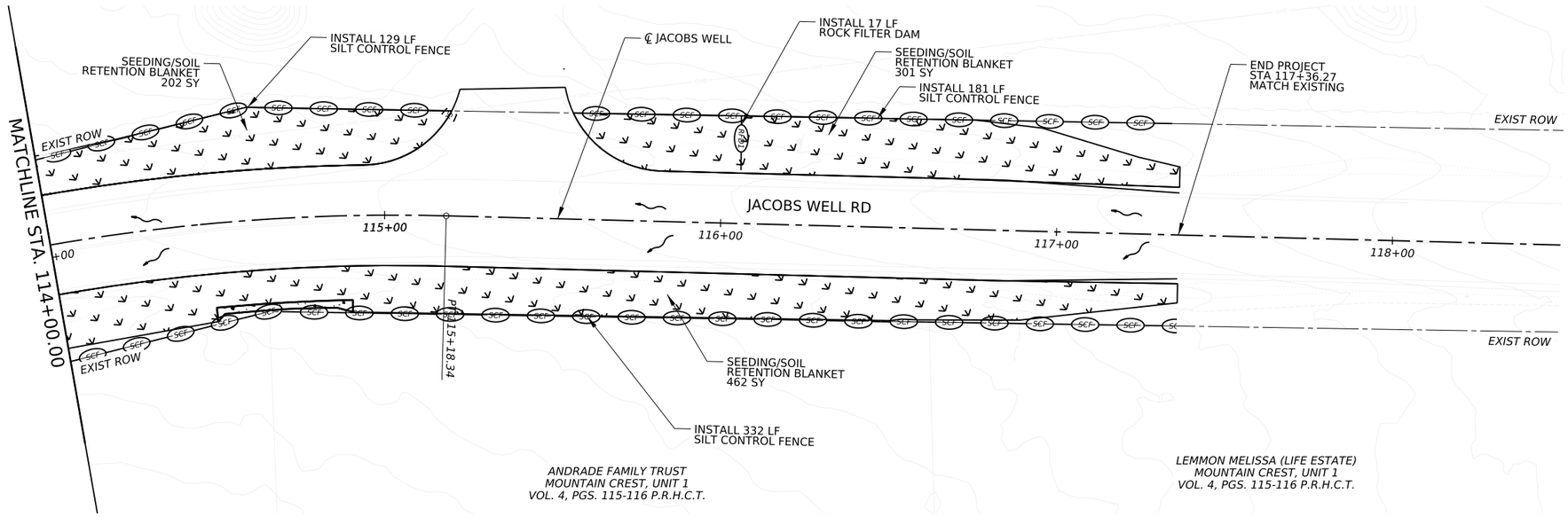

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SCALE IN FEET

LEGEND:

- SCF — SEDIMENT CONTROL FENCE
- RFD — ROCK FILTER DAM (TY I)
- FLOW DIRECTION
- ### — EXISTING CONTOURS
- SEEDING / SOIL RETENTION BLANKET

NOTES:

1. REVEGETATION SEEDING WILL BE PLACED IN THE AREA WHERE THE EXISTING ROAD WILL BE ABANDONED.

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STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
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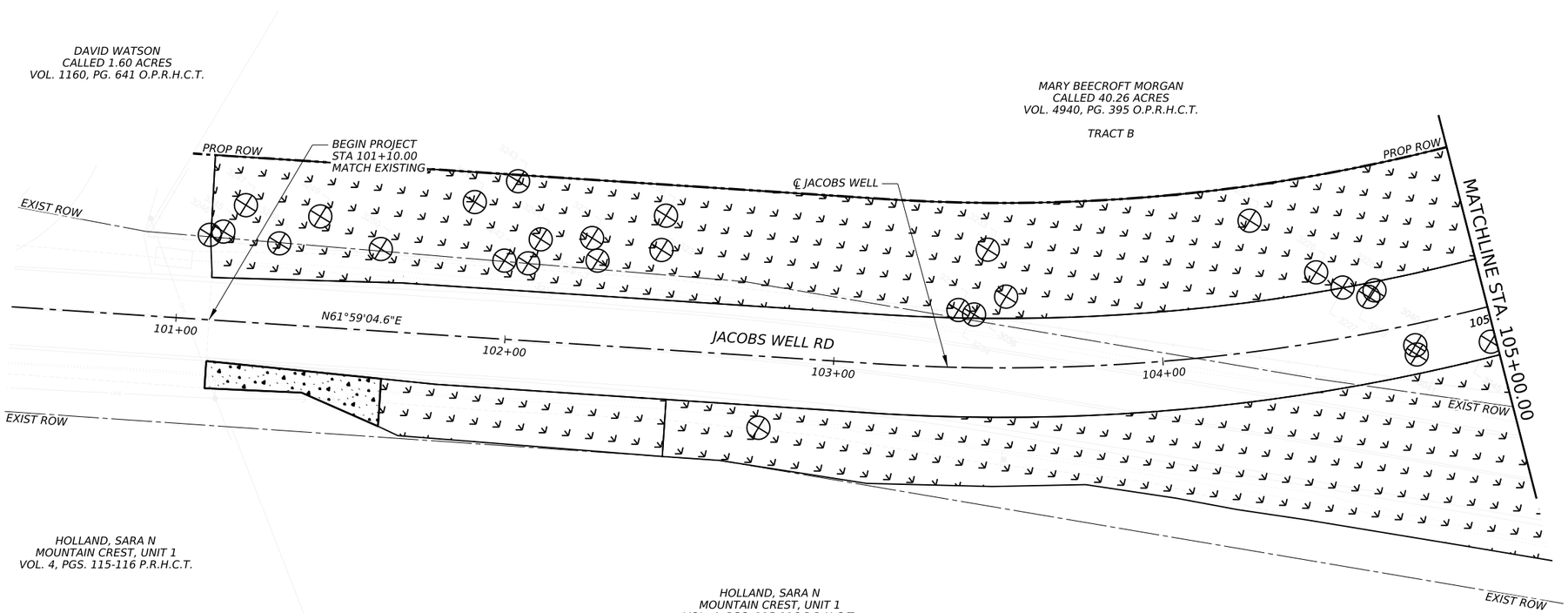

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SCALE IN FEET

LEGEND:

- TREE TO BE REMOVED
- TREE TO REMAIN
- FENCE PROTECTION
- SEEDING / SOIL RETENTION BLANKET

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STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
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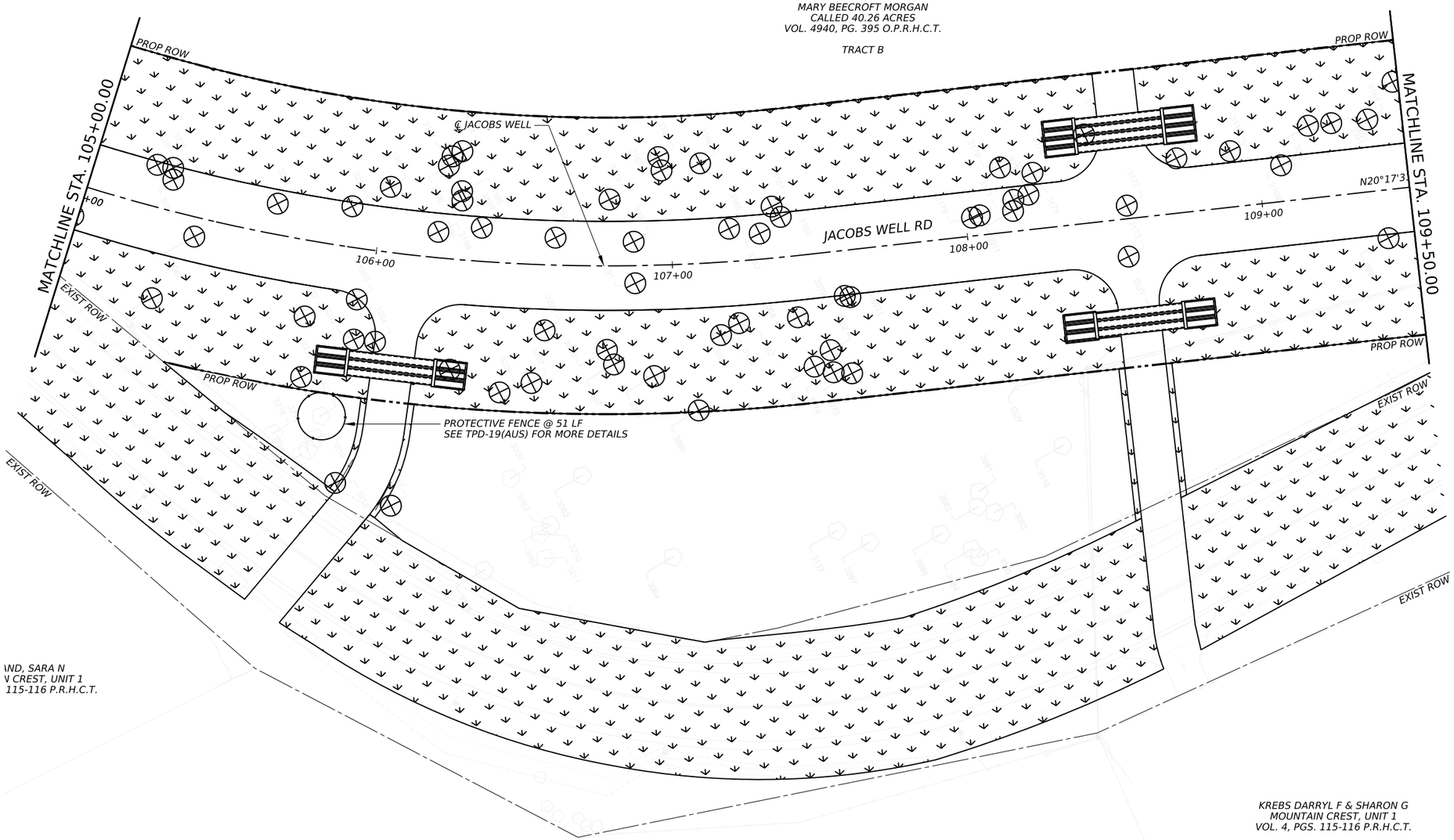

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SCALE IN FEET

LEGEND:

- TREE TO BE REMOVED
- TREE TO REMAIN
- FENCE PROTECTION
- SEEDING / SOIL RETENTION BLANKET

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STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	86

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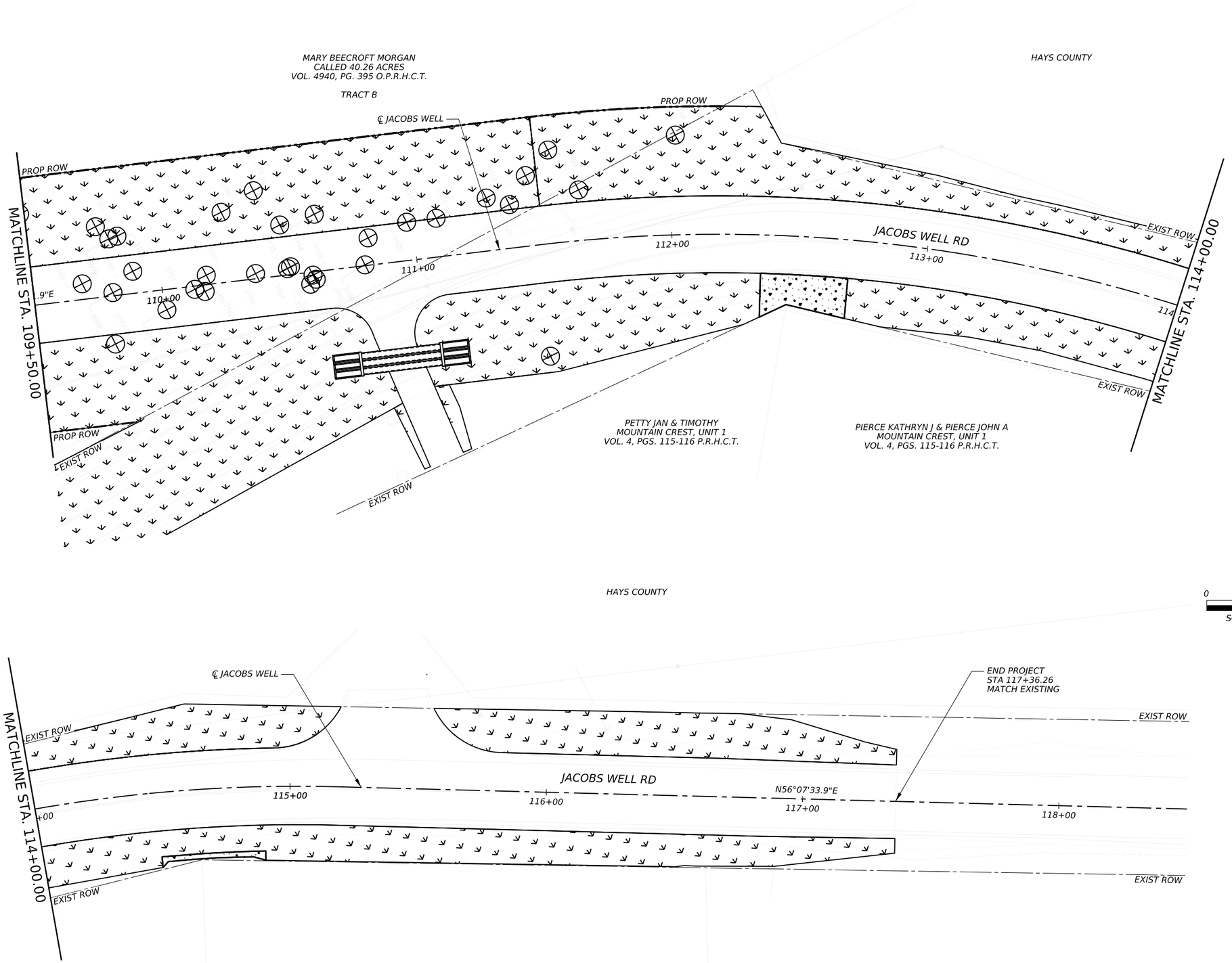

0 20 40
SCALE IN FEET

LEGEND:

- TREE TO BE REMOVED
- TREE TO REMAIN
- FENCE PROTECTION
- SEEDING / SOIL RETENTION BLANKET

09/09/2025

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE NICHOLS
9601 McAllister Freeway, Suite 1008
San Antonio, Texas 78216
Phone - (210) 298-3800
web - www.freese.com

PRINT DATE	REVISION DATE
9/8/2025	

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Texas Department of Transportation
Austin District

CR182
(JACOBS WELL RD)
TREE PROTECTION
STA 109+50 TO END

SHEET 3 OF 3

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
--	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	87

DATE: 9/8/2025 3:27:30 PM
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NO.	SPECIES	DIAMETER (INCHES)	(<8")		(8"-11.9")		(12"-23.9")		(>24")	
			REMOVED	PRESERVED	REMOVED	PRESERVED	REMOVED	PRESERVED	REMOVED	PRESERVED
3010	OAK	9			R					
3011	OAK	12					R			
3036	OAK	6	R							
3040	OAK	19					R			
3041	OAK	12					R			
3045	OAK	17					R			
3046	OAK	20					R			
3047	OAK	18					R			
3051	OAK	18					R			
3056	OAK	6	R							
3057	OAK	6	R							
3059	OAK	21					R			
3060	OAK	17					R			
3062	WHITE OAK	8				P				
3063	OAK	8				P				
3064	OAK	13						P		
3067	ASH JUNIPER	15					R			
3068	OAK	8			R					
3070	OAK	9			R					
3071	OAK	12					R			
3072	OAK	12					R			
3073	OAK	10			R					
3074	OAK	10			R					
3075	OAK	10			R					
3081	OAK	9				P				
3082	OAK	10				P				
3083	OAK	10				P				
3084	OAK	13						P		
3085	OAK	12						P		
3086	OAK	10				P				
3087	OAK	20						P		
3091	OAK	10			R					
3092	OAK	8			R					
3094	OAK	12					R			
3097	OAK	10			R					
3099	OAK	13					R			
3100	OAK	19					R			
3101	OAK	9			R					
3102	OAK	8			R					
3105	ASH JUNIPER	17					R			
3106	ASH JUNIPER	14					R			
3109	ASH JUNIPER	18					R			
3113	OAK	6	R							
3114	OAK	6	R							
3115	OAK	8			R					
3116	ASH JUNIPER	20						P		
3117	OAK	6		P						
3118	OAK	6		P						
3148	ASH JUNIPER	12					R			
3149	ASH JUNIPER	6	R							
3150	ASH JUNIPER	12					R			
3151	ASH JUNIPER	13					R			
3152	ASH JUNIPER	8			R					
3153	ASH JUNIPER	7	R							
3154	OAK	7	R							
3155	ASH JUNIPER	9			R					
3156	ASH JUNIPER	9			R					
3157	ASH JUNIPER	8			R					
3158	ASH JUNIPER	9			R					
3159	OAK	10			R					
3160	OAK	6	R							
3161	ASH JUNIPER	8			R					
3162	ASH JUNIPER	8			R					
3163	ASH JUNIPER	8			R					
3164	ASH JUNIPER	12					R			
3165	ASH JUNIPER	9			R					
3166	ASH JUNIPER	15					R			
3167	ASH JUNIPER	8			R					
3168	OAK	6	R							
3169	ASH JUNIPER	10			R					
3170	ASH JUNIPER	9			R					
3171	ASH JUNIPER	6	R							
3172	ASH JUNIPER	8			R					

	(8"-11.9")		(12"-23.9")		(>24")	
	REMOVED	PRESERVED	REMOVED	PRESERVED	REMOVED	PRESERVED
TOTAL DIAMETER (IN.)	528	118	521	78	0	0
TOTAL CIRCUMFERENCE (TC) (IN.)**	1659	371	1637	246	0	0
MITIGATION COST OF TREE REMOVAL	$82,950.00		$163,700.00		$0.00	
TOTAL MITIGATION COST OF TREE REMOVAL	$246,650.00					

NO.	SPECIES	DIAMETER (INCHES)	(<8")		(8"-11.9")		(12"-23.9")		(>24")	
			REMOVED	PRESERVED	REMOVED	PRESERVED	REMOVED	PRESERVED	REMOVED	PRESERVED
3173	ASH JUNIPER	10			R					
3174	ASH JUNIPER	8			R					
3175	OAK	8			R					
3176	OAK	12					R			
3177	ASH JUNIPER	10			R					
3178	ASH JUNIPER	7	R							
3179	ASH JUNIPER	12					R			
3181	ASH JUNIPER	7	R							
3182	ASH JUNIPER	8			R					
3183	ASH JUNIPER	8			R					
3184	ASH JUNIPER	9			R					
3185	ASH JUNIPER	16					R			
3186	ASH JUNIPER	10			R					
3187	ASH JUNIPER	9			R					
3188	ASH JUNIPER	6	R							
3189	ASH JUNIPER	7	R							
3190	ASH JUNIPER	6	R							
3191	ASH JUNIPER	7	R							
3192	ASH JUNIPER	10			R					
3193	ASH JUNIPER	7	R							
3194	OAK	8			R					
3195	OAK	8			R					
3196	OAK	10			R					
3197	OAK	19					R			
3198	OAK	13					R			
3199	ASH JUNIPER	16					R			
3202	ASH JUNIPER	13					R			
3203	ASH JUNIPER	6	R							
3204	ASH JUNIPER	8			R					
3205	ASH JUNIPER	8			R					
3206	OAK	13					R			
3207	ASH JUNIPER	8			R					
3208	ASH JUNIPER	8			R					
3209	ASH JUNIPER	10				P				
3210	ASH JUNIPER	10				P				
3211	ASH JUNIPER	8				P				
3212	ASH JUNIPER	8			R					
3213	OAK	10			R					
3214	ASH JUNIPER	11				P				
3215	ASH JUNIPER	8				P				
3216	ASH JUNIPER	8				P				
3217	ASH JUNIPER	8				P				
3218	ASH JUNIPER	7		P						
3219	ASH JUNIPER	6	R							
3220	ASH JUNIPER	7	R							
3221	ASH JUNIPER	7	R							
3222	ASH JUNIPER	15					R			
3223	ASH JUNIPER	6	R							
3224	ASH JUNIPER	7	R							
3225	ASH JUNIPER	9			R					
3226	ASH JUNIPER	9			R					
3227	ASH JUNIPER	6	R							
3228	ASH JUNIPER	7	R							
3229	ASH JUNIPER	6	R							
3230	ASH JUNIPER	7	R							
3233	ASH JUNIPER	10			R					
3234	ASH JUNIPER	8			R					
3235	ASH JUNIPER	10			R					
3236	ASH JUNIPER	9			R					
3237	ASH JUNIPER	10			R					
3238	ASH JUNIPER	8			R					
3239	ASH JUNIPER	7	R							
3240	ASH JUNIPER	10			R					
3241	ASH JUNIPER	8			R					
3242	ASH JUNIPER	7	R							
3243	ASH JUNIPER	10			R					
3244	ASH JUNIPER	11			R					
3245	OAK	13					R			
3246	OAK	17					R			
3247	ASH JUNIPER	12					R			
3248	ASH JUNIPER	10			R					
3249	ASH JUNIPER	7	R							
3250	ASH JUNIPER	10			R					

7/28/25

STATE OF TEXAS
BREGGER A. GARRISON
122018
LICENSED
PROFESSIONAL ENGINEER

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web - www.freese.com

PRINT DATE	REVISION DATE
7/25/2025	

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Austin District
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CR182
(JACOBS WELL RD)
TREE SUMMARY TABLE

FED. RD. DIV. NO.	PROJECT NUMBER	HIGHWAY NUMBER
–	SEE TITLE SHEET	CR182

STATE	DISTRICT	COUNTY	
TEXAS	AUS	HAYS	
CONTROL	SECTION	JOB	SHEET NO.
0914	33	098	88

DATE:
FILE:

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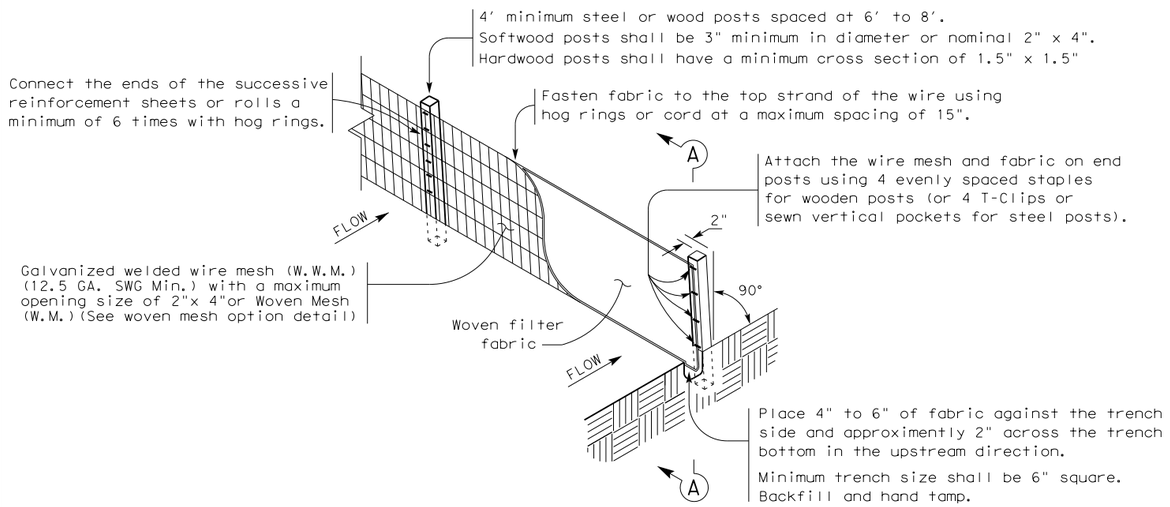
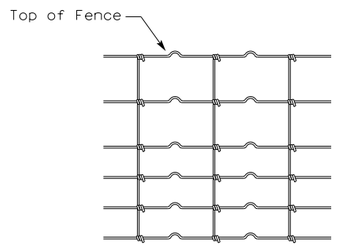
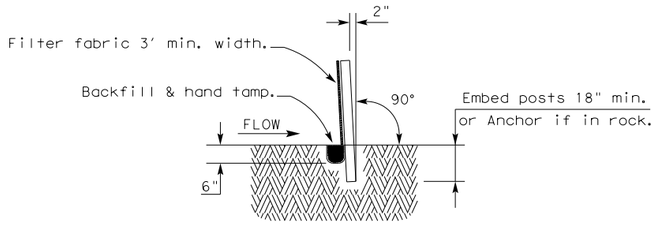


TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

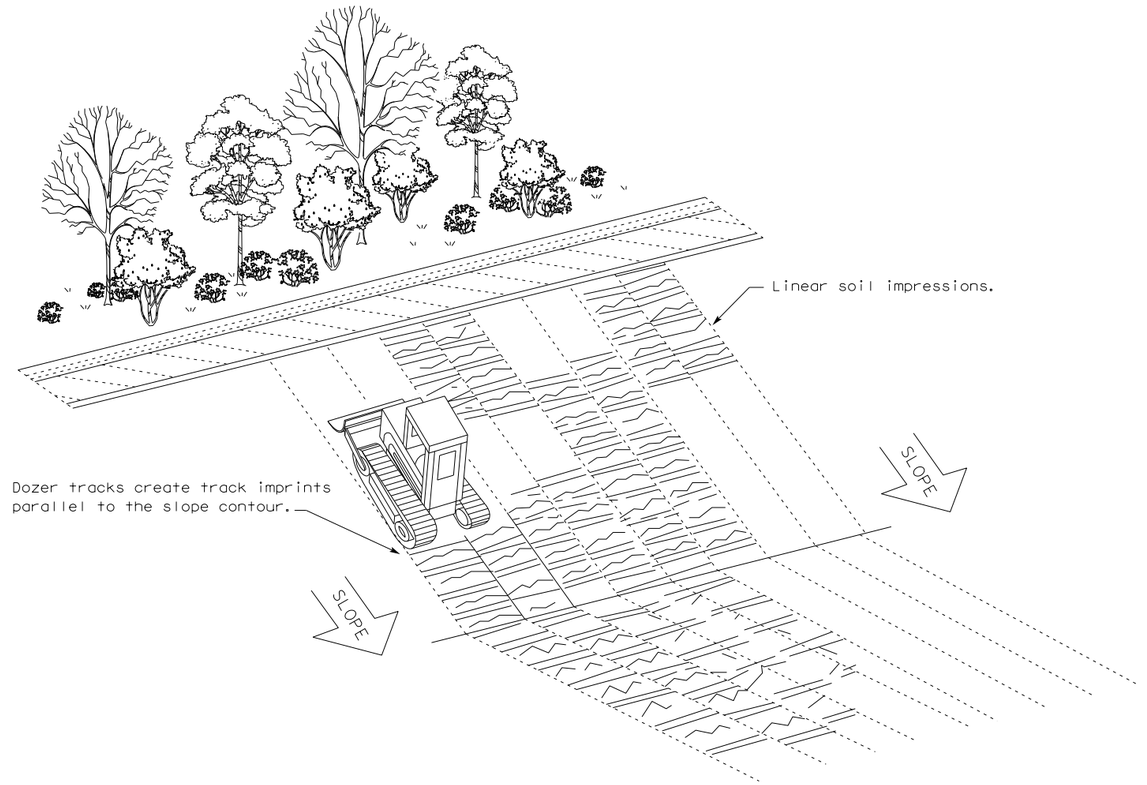
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT		CK: KM		DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB		HIGHWAY	
REVISIONS	0914	33	098		CR182	
	DIST	COUNTY			SHEET NO.	
	AUS	HAYS			89	

DATE 7/25/2025
FILE ec116.dgn

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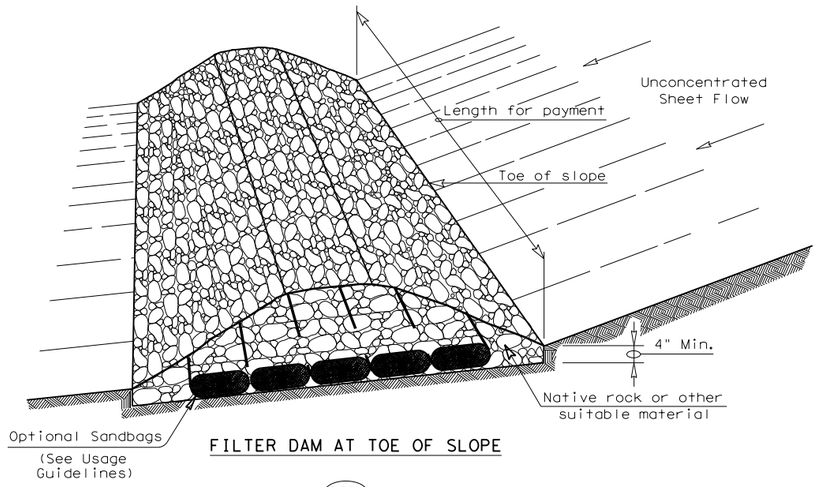
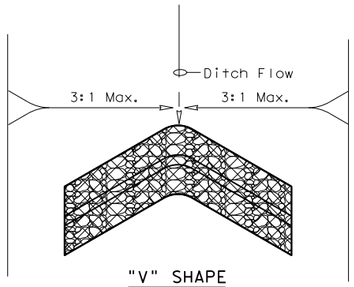
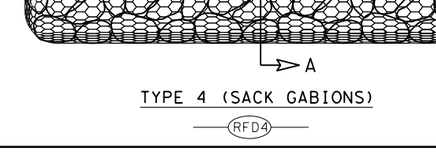


FILTER DAM AT TOE OF SLOPE

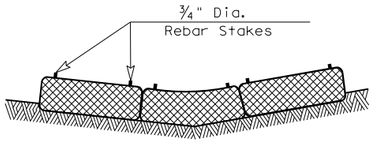
RFD1



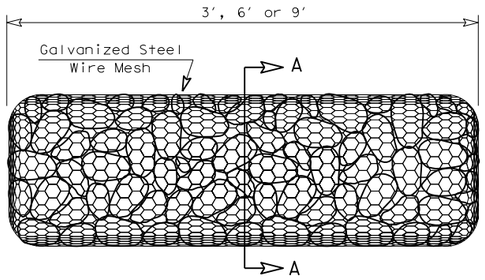
"V" SHAPE
PLAN VIEW



PLAN VIEW

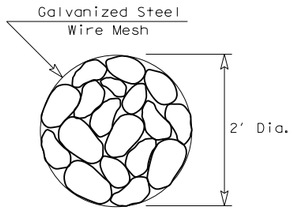


SECTION B-B

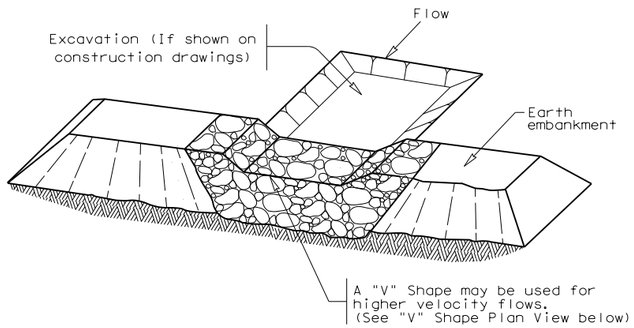


TYPE 4 (SACK GABIONS)

RFD4

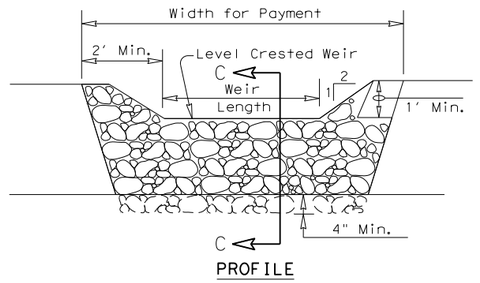


SECTION A-A

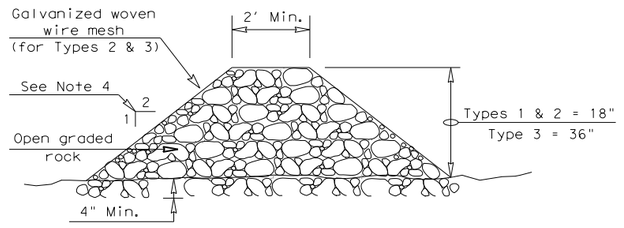


FILTER DAM AT SEDIMENT TRAP

RFD1 OR RFD2



PROFILE



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

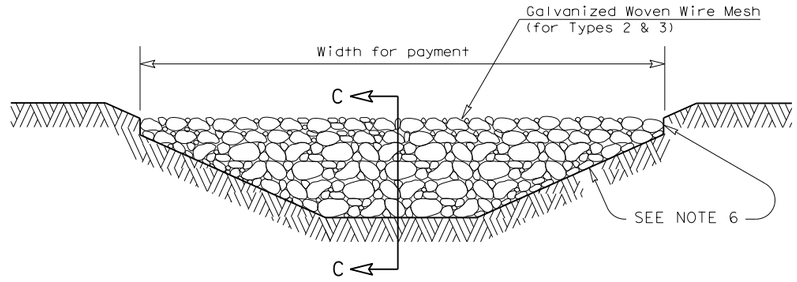
Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.



FILTER DAM AT CHANNEL SECTIONS

RFD1 OR RFD2 OR RFD3

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam — RFD1
Type 2 Rock Filter Dam — RFD2
Type 3 Rock Filter Dam — RFD3
Type 4 Rock Filter Dam — RFD4

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		90

DATE: 7/25/2025
FILE: ec216.dgn

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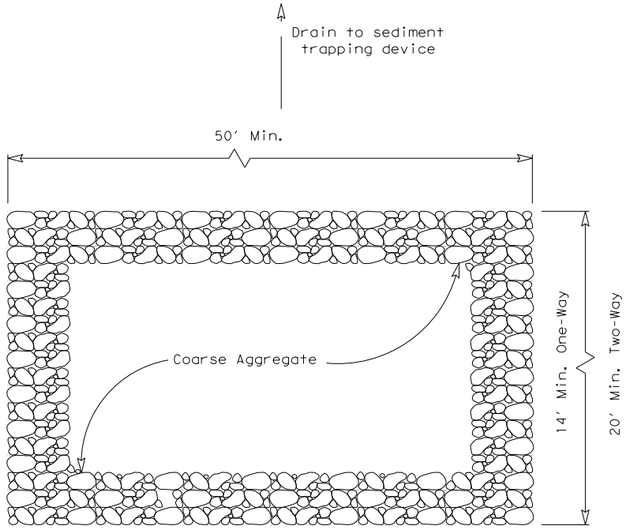
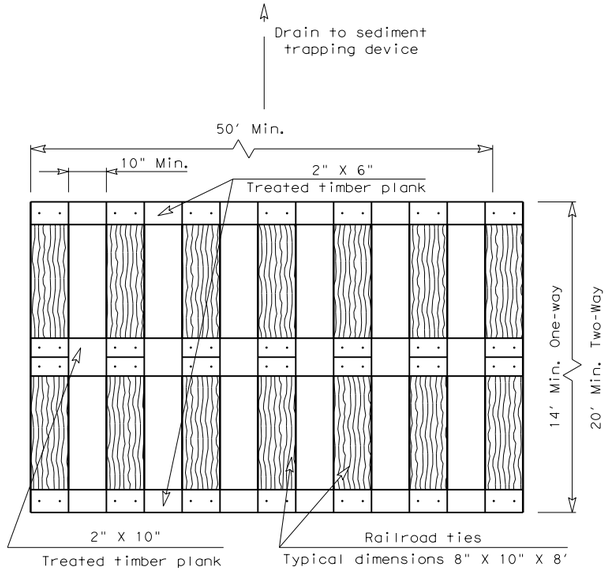


PLAN VIEW



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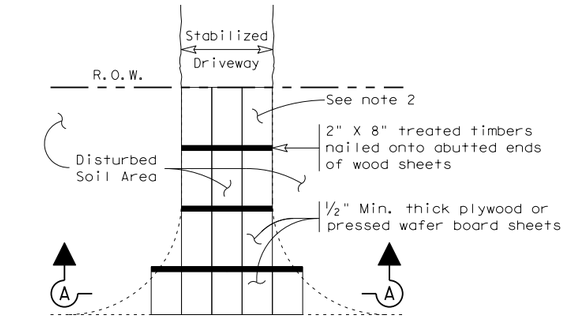

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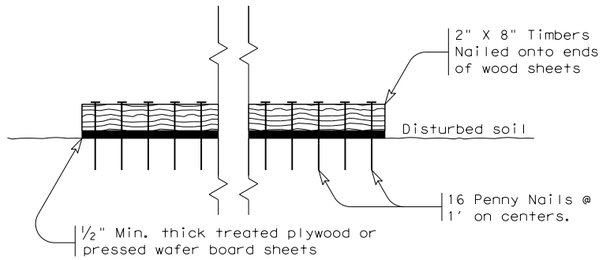
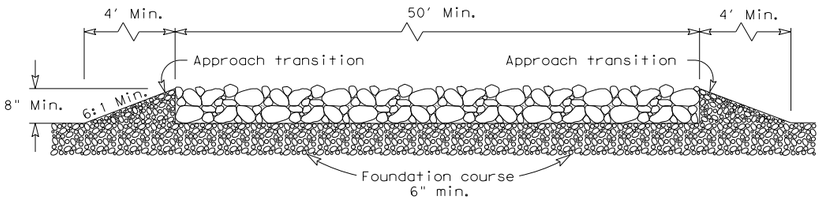


SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

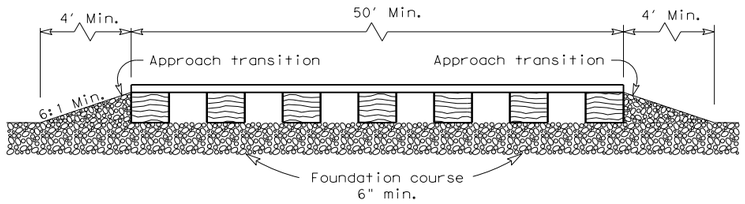
SHORT TERM



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50′.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50′.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

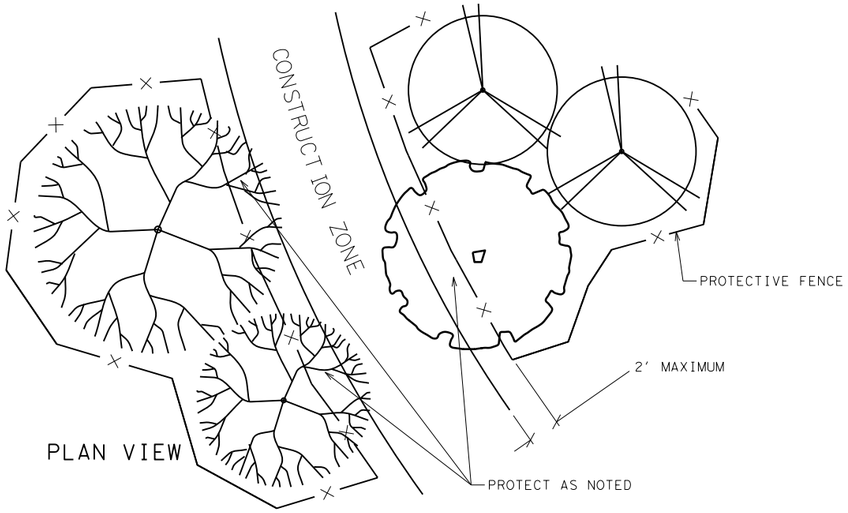
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

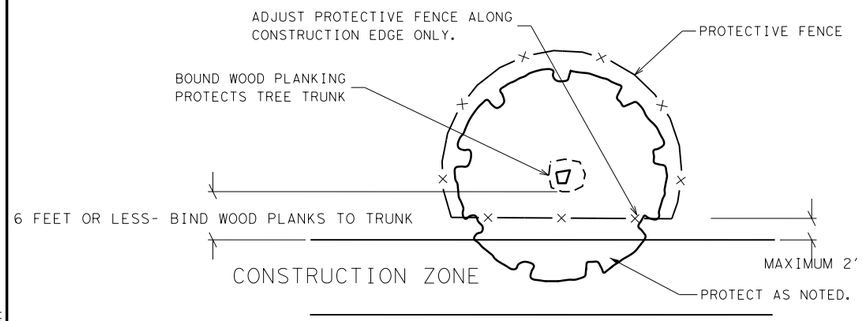
EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	0914	33	098	CR182
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		91

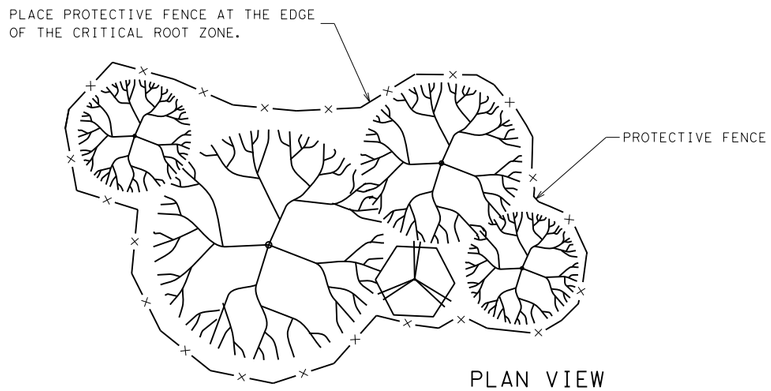
DATE: 7/25/2025
FILE: ec316.dgn



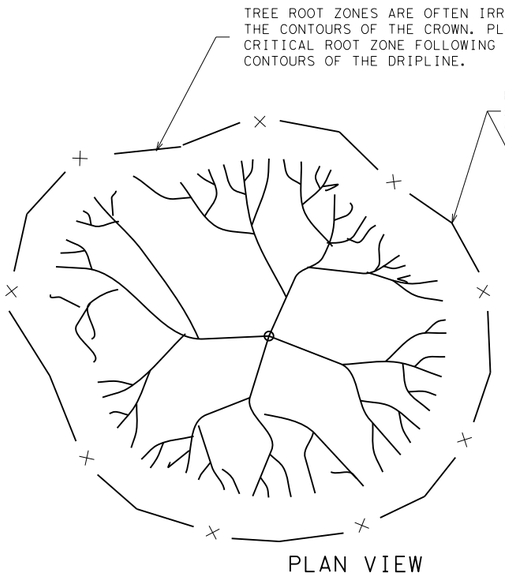
LINEAR CONSTRUCTION THROUGH STAND OF TREES

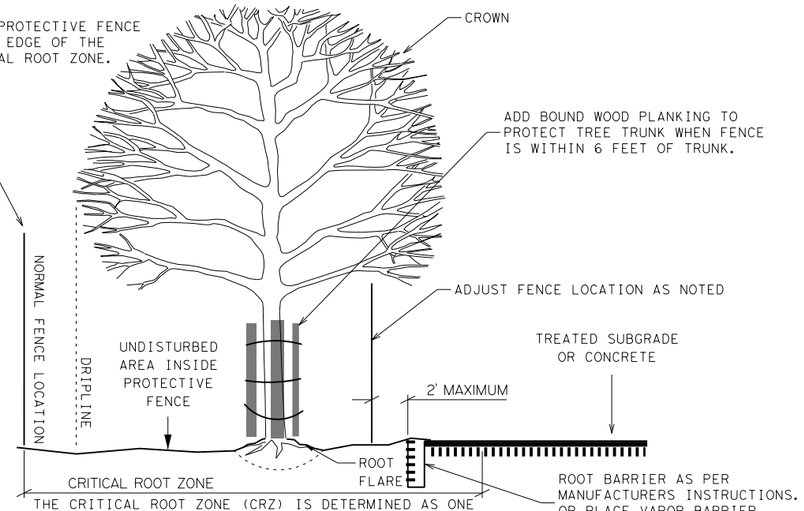


PLAN VIEW
PAVING UNDER TREES



TYPICAL TREE GROUPING PROTECTION





THE CRITICAL ROOT ZONE (CRZ) IS DETERMINED AS ONE (1) FOOT RADIUS FROM TRUNK FOR EACH CALIPER INCH (DIAMETER) OF TRUNK
EXAMPLE: THE CRZ FOR A 6 INCH CALIPER TREE WOULD EXTEND 6 FEET FROM THE TRUNK IN ALL DIRECTIONS

TYPICAL TREE PROTECTION

NOTES:

CRITICAL ROOT ZONE IS 1 FT. AWAY FROM TREE TRUNK FOR EVERY 1 IN. OF TREE DIAMETER MEASURED AT 4 FT. HEIGHT.

WATER TREES EVERY 2 WEEKS WITH A MINIMUM OF 100 GALLONS PER TREE.

SPRAY TREE WITH WATER TO REMOVE CONSTRUCTION DUST WHEN DIRECTED.

CONSTRUCTION FENCE SHALL BE 4 FT. TALL.

DO NOT PERFORM WORK OR STORE EQUIPMENT WITHIN PROTECTED AREA.

COVER THE CRITICAL ROOT ZONE BETWEEN THE PROTECTED AREA AND THE CONSTRUCTION ZONE WITH 4 IN. OF MULCH

PERFORM TREE TRIMMING AND WOUND REPAIR PER STANDARD SPECIFICATIONS.

DAMAGED AND EXPOSED ROOTS SHALL BE TRIMMED AND TREATED PER STANDARD SPECIFICATIONS. BACKFILL EXPOSED ROOTS WITH TOPSOIL WITHIN 24 HOURS OF EXPOSURE.

PLACE PLASTIC UNDER CONCRETE PLACED IN THE CRITICAL ROOT ZONE.

PLACE A ROOT BARRIER IN THE CRITICAL ROOT ZONE AT THE EDGE OF TREATED SUBGRADE TO THE DEPTH OF THE SUBGRADE.

ALL WORK IS SUBSIDIARY TO BID ITEM.

Texas Department of Transportation | Austin District Standard

TREE PROTECTION DETAILS

TPD-19(AUS)

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REVISIONS
06/16: SHEET CREATED
04/19: APPROVED

CONT	SECT	JOB	HIGHWAY
0914	33	098	CR182
DIST	COUNTY		SHEET NO.
AUS	HAYS		92

DATE: 7/25/2025 10:32:13 PM
FILE: \\freeseepw111cs02\ICS_pdf_work_dir\14517\32867_34\tpd-19.dgn

AGENDA ITEM REQUEST FORM: M. 1.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Smith

Sponsor: Commissioner Smith

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Roger Hanks Parkway in Precinct 4. Possible discussion and/or action may follow in open court. **SMITH**

Summary

AGENDA ITEM REQUEST FORM: M. 2.

Hays County Commissioners Court

Date: 03/24/2026

Requested By: Granjeno

Sponsor: Commissioner Smith

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, evaluation, reassignment, duties, discipline, or dismissal of the Development Services Manager. Possible discussion and/or action may follow in open court. **SMITH/BOUTTE/GRANJENO**

Summary

AGENDA ITEM REQUEST FORM: M. 3.

Hays County Commissioners Court

Date: 03/24/2026

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, but not limited to: the appeal of *City of San Marcos, City of Kyle, and Hays County, Texas v. Pecos Housing Finance Corporation and Pleasanton Housing Finance Corporation* (Trial Court Cause No. 25-1185-DCB in the 207th Judicial District Court in Hays County; Court of Appeals Number 03-25-00767-CV). Possible discussion and/or action may follow in open court. **BECERRA**

Summary