

**Commissioners Court – JUNE 23, 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 JUNE 23, 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
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1. Adopt a Proclamation recognizing June 19th, 2026 as Rose L. Brooks Juneteenth Scholarship Cake Auction Day. **COHEN**
2. Presentation from the Texas Police Chiefs Association. **BECERRA/SMITH/ELLEN**
3. Presentation by Hays County AgriLife Extension Office Staff to recognize 4-H Students for their achievements at the State Roundup. **HAMMER/BLANKENSHIP**
4. Presentation by HNTB regarding an update on community input and public engagement efforts related to the Darden Hill Road project. **BECERRA**

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 June 30, 2026 payroll disbursements in an amount not to exceed \$5,800,000.00 effective June 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

5. Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**
6. Accept the Fiscal Year 2025 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082. **HAMMER/INGALSBE/VILLARREAL-ALONZO**
7. Discussion and possible action to order the County Auditor to perform an audit for Fiscal Year 2025 and issue a report of the fiscal accounts and records for Emergency Services District # 7 in accordance with Section 775.082 (e) of the Texas Health and Safety Code. **HAMMER/VILLARREAL-ALONZO**
8. Approve Utility Permits. **COHEN/SMITH/A.JONES**
9. Accept donations totaling \$27,600.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE/WOODLAND**
10. Authorize the Tax Assessor-Collector's Office to transfer existing funds in the amount of \$850.00 to Continuing Education for travel costs to attend the Tax Assessor-Collectors Association of Texas annual conference and amend the budget accordingly. **BECERRA/ESCOBAR**
11. Receive Annual Road Reports for each Precinct. **INGALSBE/A.JONES**
12. Approve and confirm the appointment of Tomas Hernandez as a regular full-time Deputy Constable in the Hays County Constable Pct. 3 Office, effective date June 23rd, 2026. **HAMMER/MONTAGUE**
13. Approve the re-appointment of Scott Roberts to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), Position 4, term ending September 2030. **SMITH**
14. Approve the After Dark Entertainment event called San Marcos Block Party for the use of the Hays County Historic Courthouse Grounds that shall include commercial vendors scheduled for September 5, 2026. **BECERRA**
15. Authorize the submission of a grant application to the Department of Justice, State Criminal Alien Assistance Program (SCAAP) grant program in an amount to be determined at the time of award. **SMITH/HIPOLITO**
16. Ratify the acceptance of a \$5,000.00 supplemental and emergent fund allocation to the Juvenile Probation Department from the Texas Juvenile Justice Department and amend the budget accordingly. **INGALSBE/DAY**
17. Approve the increase of the habitat mitigation fee from \$7,500.00 per acre to \$9,500.00 per acre as outlined in the Hays County Regional Habitat Conservation Plan fee schedule, and authorize the Precinct 3 Commissioner to issue a letter to the US Fish and Wildlife Service informing them of this change. **HAMMER/FLOCKE**
18. Authorize payment to Texas Police Chiefs Association (TPCA) in the amount of \$600.00 for annual membership fees for the Constable, Precinct 5 Office, where a purchase order was not obtained per the purchasing policy. **SMITH/ELLEN**
19. Authorize the Sheriff's Office to purchase law enforcement supplies, to include firearms, a vehicle, and law enforcement equipment, valued at \$171,223.03, using the FY 2026 Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Award, amend the budget accordingly, and authorize a waiver of getting three quotes for the purchase of wrap restraint systems. **INGALSBE/HIPOLITO**
20. Approve specifications for RFP 2026-P15 Hays County Sportsplex League Provider and Operator and authorize Purchasing to advertise and solicit proposals. **INGALSBE/FLOCKE/HUNT**

H.

ACTION ITEMS

- I.

ROADS

1. Discussion and possible action to consider the release of the 2-year maintenance bond #276971Q in the amount of \$264,822.59 and acceptance of the roads into the County Road Maintenance System for Hymeadow Subd., Phase 2, Section 2. **INGALSBE/A.JONES**
 2. Discussion and possible action to consider the release of the 2-year maintenance bond #PB03016800375 in the amount of \$125,332.00 and acceptance of the roads into the County Road Maintenance System for Parten Ranch subd., Phase 2. **SMITH/A.JONES**
 3. Discussion and possible action to consider the release of the 2-year maintenance bond #EACX4020580 in the amount of \$116,997.96 and acceptance of the roads into the County Road Maintenance System for Sunset Oaks subd., Section 4, Phase 2A . **INGALSBE/A.JONES**
 4. Discussion and possible action to consider the release of the 2-year maintenance bond #EACX4027598 in the amount of \$177,239.50 and acceptance of the roads into the County Road Maintenance System for Sunset Oaks subd., Section 4, Phase 2B. **INGALSBE/A.JONES**
 5. Discussion and possible action to authorize the execution of Contract Amendment No. 1 (2026-PSA-74) between Hays County and Cobb Fendley & Associates, Inc. for the Hillside Terrace Safety (FM 2001 Left Turn Lane) project at the intersection of Hillside Terrace and FM 2001 in Precinct 2. **COHEN/A.JONES**
 6. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-54) between Hays County and BGE, Inc. to provide utility coordination services for the Old Kyle Road project in Precinct 3. **HAMMER/A.JONES**
 7. Discussion and possible action to authorize the execution of Contract Amendment No. 1 between Hays County and Doucet & Associates, Inc. for the Darden Hill Road/CR 162 Phase 2 project in Precinct 4. **SMITH/A.JONES**
- J.

SUBDIVISIONS

1. PLN-2988-PC; Call for a Public Hearing on July 7th, 2026 regarding the Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat. **SMITH/BERLAD**
 2. PLN-2439-PRE; Discussion and possible action regarding The Ridge West At Camino Real, Preliminary Plan. **INGALSBE/BERLAD**
- K.

MISCELLANEOUS

1. Discussion and possible action to adopt a Resolution establishing a temporary, 180-day Emergency Water Protection Review Period for high-impact development applications, creating the Hays County High-Water Demand Development Review Board to evaluate critical groundwater impacts, and providing an immediate effective date. **BECERRA**
 2. Discussion and possible action to adopt a Resolution of the Hays County Commissioners Court urgently calling upon the Texas Legislature to enact comprehensive regulatory reforms, strict water-use limitations, mandatory conservation measures, and enhanced state oversight of industrial high-water-use and high-energy-demand facilities, including data centers and other large-scale industrial operations, to prevent the depletion of regional aquifers, reduce strain on Texas' electric grid, protect public health and safety, and preserve critical water and energy resources for current and future generations. **BECERRA**
 3. Discussion and possible action to adopt a resolution related to the rabies outbreak in Central Texas. **HAMMER/GONZALES**

4. Discussion and possible action regarding the potential disbursement of San Marcos Hays County EMS asset ownership upon its dissolution and give direction to staff regarding same. **INGALSBE**
5. Discussion and possible action to authorize the Hays County District Attorney's Office to regrade a Victim Assistance Coordinator, position # , Grade 116, to a Senior Victim Assistance Coordinator, Grade 119, effective June 23, 2026. **BECERRA/HIGGINS**
6. Discussion and possible action to authorize the execution of an Interlocal Cooperation Agreement between Wimberley Independent School District (WISD) and Hays County related to school resource officers. **HAMMER/HIPOLITO**
7. Discussion and possible action to authorize the execution of a Reimbursement Agreement between Hays County and Christopher Winn, an employee of Hill Country MHDD, for attendance at the National All Rise Conference. **COHEN/BROWN**
8. Discussion and possible action to pre-qualify all respondents who scored seventy (70) or above for the RFQ 2026-Q03 Land Surveying Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County for Land Surveying services. The selection of a firm will be brought to Commissioners Court for approval, utilizing the Vendor Selection Form, prior to a contract being brought back to the Commissioners Court for execution. The pool will be reviewed and reopened on an annual basis. **BECERRA/HUNT**
9. Discussion and possible action to approve the selection of LJA Engineering, Inc. for Public Engagement Facilitation Services related to the Hays County Strategic Plan, and authorize staff to negotiate a Professional Services Agreement. **COHEN/BOUTTE/HUNT**
10. Discussion and possible action to award and execute a contract for IFB 2026-B08 Sunfield, Campo Del Sol - Remove & Replace Hot Mix between Hays County and Bennett Paving, Inc. in the amount of \$232,575.90. **COHEN/A.JONES/HUNT**
11. Discussion and possible action to award and execute a contract for IFB 2026-B11 Jacobs Well Road - Remove & Replace Hot Mix between Hays County and Bennett Paving, Inc., in an amount of \$291,029.00. **HAMMER/A.JONES/HUNT**
12. Discussion and update from staff related to the Interlocal Agreement between Hays County, the City of Wimberley, and the City of Woodcreek related to Collaborative Water and Wastewater Planning Efforts. **HAMMER/FLOCKE**
13. Discussion and possible action regarding an update on the formal procurement review process and staff recommendations for the Fleet Program Specialist position (Grade 118). **COHEN/SMITH/BOUTTE/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 Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Munch (H-E-B). Possible discussion and/or action may follow in open court. **HAMMER**
2. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the Contract Specialist in the Purchasing Office. Possible discussion and/or action may follow in open court. **COHEN/SMITH**

3. 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 for the Eastside Campus Project. Possible discussion and/or action may follow in open court.
COHEN/INGALSBE

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: 06/23/2026

Requested By: Commissioner Michelle Cohen

Sponsor: Commissioner Cohen

Agenda Item

Adopt a Proclamation recognizing June 19th, 2026 as Rose L. Brooks Juneteenth Scholarship Cake Auction Day.
COHEN

Summary

Attachments

Proclamation



**PROCLAMATION RECOGNIZING JUNE 19TH AS
“ROSE L. BROOKS JUNETEENTH SCHOLARSHIP CAKE AUCTION DAY”**

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

WHEREAS, Juneteenth commemorates June 19, 1865, the day enslaved African Americans in Texas were finally informed of their freedom, marking a defining moment in American history and the continuing pursuit of liberty, equality, and opportunity; and

WHEREAS, Hays County proudly recognizes the importance of preserving and celebrating the history, culture, and contributions of the Black community throughout Hays County and the State of Texas; and

WHEREAS, Mrs. Rose Brooks has dedicated her life to service, education, civic engagement, and community empowerment, leaving a lasting impact on generations of Hays County residents; and

WHEREAS, Mrs. Brooks grew up in Hays County during segregation, attended the San Marcos Colored School, became the first college graduate in her family, and devoted decades to uplifting others through advocacy, mentorship, public service, and educational opportunity; and

WHEREAS, nearly five decades ago, Mrs. Brooks established the Juneteenth Scholarship Cake Auction as a means of supporting local students and expanding access to higher education for young people throughout the Hays County community; and

WHEREAS, the Rose L. Brooks Juneteenth Scholarship Cake Auction has become the longest continuously running Juneteenth event in Hays County, standing as a cherished community tradition that brings together residents, families, educators, civic leaders, churches, businesses, and volunteers in celebration of culture, unity, and educational achievement; and

WHEREAS, through the generosity and commitment of countless community members over the years, the auction has helped provide scholarships and educational support to local students while preserving an important cultural tradition rooted in fellowship, perseverance, and hope; and

WHEREAS, the Hays County Commissioners Court recognizes that the enduring success of the Rose L. Brooks Juneteenth Scholarship Cake Auction reflects the strength, resilience, and spirit of the Hays County community and the extraordinary legacy of Mrs. Rose Brooks.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim June 19, 2026, as

“ROSE L. BROOKS JUNETEENTH SCHOLARSHIP CAKE AUCTION DAY”

and encourages all residents of Hays County to recognize and celebrate the tremendous contributions of Mrs. Rose Brooks, the longstanding impact of the Rose L. Brooks Juneteenth Scholarship Cake Auction, and the enduring importance of Juneteenth in the history and future of our community.

ADOPTED THIS THE 23RD DAY OF JUNE, 2026

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: F. 2.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: John Ellen, Constable, Pct. 5

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Smith

Agenda Item

Presentation from the Texas Police Chiefs Association. **BECERRA/SMITH/ELLEN**

Summary



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Kate Blankenship, Ag Extension Agent

Sponsor: Commissioner Hammer

Agenda Item

Presentation by Hays County AgriLife Extension Office Staff to recognize 4-H Students for their achievements at the State Roundup. **HAMMER/BLANKENSHIP**

Summary

Recognize 4-H youth for their achievements from State Roundup in College Station. Introduce the new Hays County 4-H & Youth Program Coordinator.



AGENDA ITEM REQUEST FORM: F. 4.

Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item

Presentation by HNTB regarding an update on community input and public engagement efforts related to the Darden Hill Road project. **BECERRA**

Summary



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the June 30, 2026 payroll disbursements in an amount not to exceed \$5,800,000.00 effective June 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRAVILLARREAL-ALONZO**

Summary



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

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

Summary

See the attached Quarterly Internal Examination Reports for the following offices:

Jan to Mar 2026: Fire Marshal and Sheriff's Office Commissary Account

Attachments

Quarterly Internal Examination Reports



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2265

www.hayscountytexas.gov

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

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

June 11, 2026

Mike Jones
Director of Emergency Services
810 S. Stagecoach Trail, Suite 1200
San Marcos, Texas 78666

Director Mike Jones:

The Hays County Auditor's Office has examined the Fire Marshal monthly reports for the months of January 2026 through March 2026. The scope of the examination was limited to reviewing the records submitted to this office by the Emergency 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 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



OFFICE OF THE COUNTY AUDITOR

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Luis Pompa

Assistant County Auditor

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June 11, 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 - Commissary bank statement and monthly report submitted by the Hays County Sheriff's Office for the months January 2026 through March 2026. 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.

- 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 County Auditor's Office.

Sincerely,

Marisol Villarreal-Alonzo CPA

County Auditor

ch/jc



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Villarreal-Alonzo

Sponsor: Commissioner Hammer

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Accept the Fiscal Year 2025 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082. **HAMMER/INGALSBIE/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated May 12, 2025, is attached.

Attachments

ESD #3 FY2025 Audit Report



Montemayor Britton Bender Carey PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

DECEMBER 31, 2025

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

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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 Commissioners and Management
Hays County Emergency Services District #3

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and general fund of Hays County Emergency Services District #3 (District), as of and for the year ended December 31, 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 each major fund of the District, as of December 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

125 Rose Street
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Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-6, the schedule of changes in the net pension liability and related ratios-TCDRS, the schedule of contributions-TCDRS, and the general fund budgetary comparison schedule on pages 21-23 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

May 12, 2026
Buda, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT’S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2025

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #3 (District) for the year ended December 31, 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 totaled \$2,255,631, an increase of \$300,066 over prior year.
- The District’s sales tax revenue for the year totaled \$2,524,879, a decrease of \$307,747 from the prior year.
- The District had an increase in net position of \$496,590 for the year.
- Capital assets decreased by \$289,644, due to additions of equipment, furniture and equipment, and vehicles of \$348,819, offset by depreciation expense of \$638,463.
- Debt increased by \$1,351,033, due to obtaining two new loans to purchase vehicles.

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, liabilities, deferred inflows and deferred outflows, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 60 days after year-end).

Because the District’s principal source of revenue is property and sales taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements.

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.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2025

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Funds balance sheet and the Governmental Funds statement of revenue, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets plus deferred outflows less liabilities and deferred inflows) was \$12,704,250 as of December 31, 2025. Capital assets, net of depreciation and related debt, accounted for \$6,092,872 or 48% of the total net position. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire and rescue operations and emergency services to the community. At year end the District had \$1,171,926 in debt proceeds that are restricted for capital purchases and \$5,439,452 in unrestricted net position, which was available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net position as the District has no business-type activities. The tables below summarize the financial position of the District at December 31, 2025 and 2024 and the results of operations for the years then ended.

<u>Assets</u>	<u>12/31/2025</u>	<u>12/31/2024</u>
Current and other assets	\$10,508,743	\$8,259,430
Capital assets, net of accumulated depreciation	<u>6,271,979</u>	<u>6,561,623</u>
Total assets	<u>16,780,722</u>	<u>14,821,053</u>
 <u>Deferred outflows of resources-pension</u>	 <u>351,716</u>	 <u>221,824</u>
 <u>Liabilities</u>		
Current and other liabilities	195,018	188,687
Long-term liabilities	<u>1,627,409</u>	<u>399,073</u>
Total liabilities	<u>1,822,427</u>	<u>587,760</u>
 <u>Deferred inflows of resources-property taxes</u>	 <u>2,605,761</u>	 <u>2,247,457</u>
 <u>Net position</u>		
Net investment in capital assets, net of debt	6,092,872	6,561,623
Restricted for capital purchases	1,171,926	0
Unrestricted	<u>5,439,452</u>	<u>5,646,037</u>
Total net position	<u>\$12,704,250</u>	<u>\$12,207,660</u>
 <u>Revenues</u>	 <u>12/31/2025</u>	 <u>12/31/2024</u>
Program revenues:		
Charges for services	\$263,519	\$330,851
Operating grants	0	20,000
General revenues:		
Ad Valorem property taxes	2,255,631	1,955,565
Sales taxes	2,524,879	2,832,626
Other	<u>196,306</u>	<u>427,787</u>
Total revenues	<u>5,240,335</u>	<u>5,566,829</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2025

Expenses

Fire and emergency services	4,105,263	3,748,974
Depreciation	638,463	617,237
Interest expense	<u>19</u>	<u>9,856</u>
Total expenses	<u>4,743,745</u>	<u>4,376,067</u>
Change in net position	496,590	1,190,762
Net position, beginning	<u>12,207,660</u>	<u>11,016,898</u>
Net position, ending	<u>\$12,704,250</u>	<u>\$12,207,660</u>

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the year-ended December 31, 2025, the General Fund reported ending fund balance of \$7,630,286, an increase of \$1,892,773 from the prior year. The District's ending unassigned fund balance was \$6,420,732, which was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were \$286,304 under budget, due primarily \$431,384 lower than anticipated sales tax revenues, offset partially by higher than anticipated Ad Valorem property taxes. Expenses for the General Fund were \$569,865 less than budget. The budget variance resulted primarily from lower than anticipated personnel expenses (\$705,218) and other (\$152,940), offset by higher than anticipated expenses for stations repairs, maintenance and supplies (\$155,675) and capital outlay (\$131,619). The variances in all other expenses compared to budget was not significant. Additionally, the District had \$1,361,452 in unbudgeted proceeds from debt. The budget was amended during the year.

Capital Assets

The District's capital assets, net of accumulated depreciation, were \$6,271,979 at year-end. Capital assets decreased by \$289,644, due to depreciation expense of \$638,463, offset by additions of equipment, furniture and equipment, and vehicles of \$348,819.

Debt

During the year, the District obtained two loans to finance the purchase of two vehicles and a pumper truck. At year end the balance on debt was \$1,351,033, with \$129,068 in principal due in the next year. Debt service expense during the year was \$10,419.

Economic Factors, Future Years' Budgets and Tax Rates

The October 2025 tax rate of \$.10 per \$100 of assessed valuation for 2026 remained the same as 2025. The tax levy for the 2025-2026 year is expected to provide a slightly decrease in property tax revenues compared to 2025. Additionally, the District collects sales tax revenues. The budget for fiscal 2026 sales taxes is \$3,163,202 and collections for the first two months of 2025 were approximately \$372,000.

The District considers many factors when approving budgets for the next year's activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2025

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Hays County Emergency Services District #3
3528 Hunter Road
San Marcos, TX 78666

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
DECEMBER 31, 2025

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash and cash equivalents	\$7,299,904		\$7,299,904
Ad Valorem property taxes receivable	2,100,978		2,100,978
Due from other governments	620,952		620,952
Sales taxes receivable	375,773		375,773
Accounts receivable	73,508		73,508
Prepaid expenses and inventory	37,628		37,628
Capital assets:			
Land	0	126,078	126,078
Other capital assets, net of depreciation	0	6,145,901	6,145,901
	<u>0</u>		<u>6,271,979</u>
	<u>10,508,743</u>		<u>16,780,722</u>
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	0	62,063	62,063
Net difference projected and actual earnings	0	3,823	3,823
Contributions subsequent to the measurement date	0	285,830	285,830
	<u>0</u>		<u>351,716</u>
	<u><u>\$10,508,743</u></u>		
LIABILITIES			
Accounts payable and accrued liabilities	\$92,596		92,596
Texas Fire Academy deposits	102,422		102,422
Long-term liabilities:			
Due within 1 year: loans payable	0	129,069	129,069
Due in more than 1 year:			
Loans payable	0	1,221,964	1,221,964
Accrued leave	0	178,113	178,113
Net pension liability	0	98,263	98,263
	<u>195,018</u>		<u>1,822,427</u>
DEFERRED INFLOWS OF RESOURCES			
Property taxes levied for subsequent period	2,605,761		2,605,761
Unavailable revenue - delinquent property taxes	77,678	(77,678)	0
	<u>2,683,439</u>		<u>2,605,761</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - nonspendable	37,628	(37,628)	
Fund balance - restricted for capital purchases	1,171,926	(1,171,926)	
Fund balance - unassigned	6,420,732	(6,420,732)	
	<u>7,630,286</u>		
	<u><u>\$10,508,743</u></u>		
NET POSITION			
Net investment in capital assets		6,092,872	6,092,872
Restricted for capital purchases		1,171,926	1,171,926
Unrestricted		5,439,452	5,439,452
			<u><u>\$12,704,250</u></u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

YEAR ENDED DECEMBER 31, 2025

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES:			
Personnel and related expenses	\$3,005,098	(\$252,589)	\$2,752,509
Apparatus	385,766		385,766
Station repairs, maintenance and supplies	339,675		339,675
General and administrative	219,943		219,943
Personal equipment	118,958		118,958
Training	102,256		102,256
Fire operations	80,214		80,214
Texas Fire Academy	78,901		78,901
Other	27,060		27,060
Depreciation	0	638,463	638,463
Capital outlay	348,819	(348,819)	0
Debt service	10,419	(10,419)	0
	<u>4,717,109</u>		<u>4,743,745</u>
PROGRAM REVENUES:			
Texas Fire Academy charges for service	263,519		263,519
Program revenue over/ (under) expenditures/expenses	<u>(4,453,590)</u>		<u>(4,480,226)</u>
GENERAL REVENUES:			
Ad Valorem property taxes	2,263,726	(8,095)	2,255,631
Sales taxes	2,524,879		2,524,879
Interest and other	196,306		196,306
	<u>4,984,911</u>		<u>4,976,816</u>
Total revenue over/(under) expenditures	<u>531,321</u>		<u>496,590</u>
OTHER FINANCING SOURCES:			
Proceeds from debt	<u>1,361,452</u>	(1,361,452)	<u>0</u>
NET CHANGE IN FUND BALANCE/ NET POSITION	1,892,773		496,590
BEGINNING FUND BALANCE/ NET POSITION	<u>5,737,513</u>		<u>12,207,660</u>
ENDING FUND BALANCE/ NET POSITION	<u>\$7,630,286</u>		<u>\$12,704,250</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 1: REPORTING ENTITY

The Hays County Emergency Services District #3 (the District) is a political subdivision of the State of Texas formed in July 1998 pursuant to Section 775 of the Texas Health and Safety Code. The District was formed to provide fire and rescue operations and emergency services to the citizens of its District. The District also provides a fire training academy. The District is governed by a five-member Board of Commissioners appointed by the Hays County Commissioners Court.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the District conform to U.S. generally accepted accounting principles applicable to state and local governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA) and by the Financial Accounting Standards Board (when applicable). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities with the interfund activities removed. Governmental activities include programs supported primarily by taxes.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's government activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The District does not allocate indirect expenses in the Statement of Activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

FUND FINANCIAL STATEMENTS

The District segregates transactions related to certain functions or transactions in separate funds in order to aid financial management and to demonstrate legal compliance. Separate statements are presented for governmental activities. Major funds are determined by criteria specified by GASB. Governmental funds are those funds through which most governmental functions typically are financed. The measurement focus of governmental funds is on the sources, uses, and balance of current financial resources.

The District reported the following major governmental fund during the year:

General Fund- the General Fund is the primary operating fund of the District. This fund is used to account for all financial resources not accounted for in other funds. All general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund are accounted for in this fund.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

The government-wide financial statements are reported using the flow of economic resources measurement focus and the full accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements use the modified accrual basis of accounting. This basis of accounting recognizes revenues in the period in which they become susceptible to accrual, i.e. both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period (defined by the District as collected within 60 days of year end). Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. The reported fund balance of governmental funds is considered a measure of available spendable resources.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash in demand accounts, certificates of deposit, savings accounts, and short-term highly liquid investments with original maturities of 3 months or less.

BUDGET

The District adopts annual budgets for the General Fund. The District amends the budgets as needed during the year. All annual appropriations lapse at fiscal year-end.

ESTIMATES

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

INVENTORY

Inventories of consumable supplies are valued at the lower of cost or net realizable value, determined by the first-in/first-out method. The costs of government fund inventories are recorded as expenditures when consumed.

TEXAS FIRE ACADEMY DEPOSITS

Texas Fire Academy deposits consist of payments made by participants in advance of the applicable training program.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

CAPITAL ASSETS

All capital assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at their estimated fair value at the date of the donation. Repairs and maintenance are recorded as expenditures or expenses; renewals and betterments are capitalized. Depreciation has been calculated on each class of depreciable property using the straight-line method, over 5-30 years.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet report a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 10 for more information.

The statement of financial position and governmental funds balance sheet report a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has two types of items which qualify for reporting in this category. The collection of taxes from the October 1, 2025 levy are considered deferred inflows of resources until the subsequent calendar year in the statement of financial position and in the governmental funds balance sheet. Unavailable revenue for delinquent taxes is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow in the period that they become available. The governmental funds report unavailable revenue from property taxes for receivables not collected within 60 days after year end. These amounts are deferred and recognized as an inflow in the period that they become available. The other type is pension related items reported in the government-wide financial statements. See Note 10 for more information.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations on the use of resources through either a commitment or an assignment.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

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.

PENSIONS

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County 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 TCERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCERS are reported at fair value.

NOTE 3: DEPOSITS WITH FINANCIAL INSTITUTIONS

The District does not have a formal investment policy. At year-end, the carrying amount of the District's deposits was \$7,299,904 and the bank balance was \$7,323,828. All of the District's deposits in excess of FDIC coverage were fully collateralized by securities held by the pledging financial institution.

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax up 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, 2025 levy was \$0.10 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

NOTE 5: BUDGET VARIANCES

Total General Fund revenues were \$286,304 less than budgeted due to primarily to lower than anticipated sales taxes, offset by higher than anticipated property taxes. General Fund expenditures were under budget by \$569,865, due to lower than anticipated personnel expenses (\$705,218) and other (\$152,940), offset by higher than anticipated expenses for stations repairs, maintenance and supplies (\$155,675) and capital outlay (\$131,619). The variances in all other expenses compared to budget was not significant. Additionally, the District had \$1,361,452 in unbudgeted proceeds from debt. The budget was amended during the year.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 6: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$126,078	\$0	\$0	\$126,078
Work in progress	<u>153,600</u>	<u>107,454</u>	<u>(261,054)</u>	<u>0</u>
	<u>279,678</u>	<u>107,454</u>	<u>(261,054)</u>	<u>126,078</u>
Capital assets being depreciated:				
Stations	6,997,807	138,178	0	7,135,985
Equipment	2,105,387	0	0	2,105,387
Trucks, vehicles and boats	3,825,502	343,076	(257,968)	3,910,610
Furniture and equipment	195,395	21,165	0	216,560
Computers and software	<u>354,945</u>	<u>0</u>	<u>0</u>	<u>354,945</u>
	<u>13,479,036</u>	<u>502,419</u>	<u>(257,968)</u>	<u>13,723,487</u>
	<u>13,758,714</u>	<u>609,873</u>	<u>(519,022)</u>	<u>13,849,565</u>
Accumulated depreciation:				
Stations	(2,463,582)	(239,266)	0	(2,702,848)
Equipment	(1,497,451)	(142,267)	0	(1,639,718)
Trucks, vehicles and boats	(2,780,933)	(226,158)	257,968	(2,749,123)
Furniture and equipment	(180,323)	(11,344)	0	(191,667)
Computers and software	<u>(274,802)</u>	<u>(19,428)</u>	<u>0</u>	<u>(294,230)</u>
	<u>(7,197,091)</u>	<u>(638,463)</u>	<u>257,968</u>	<u>(7,577,586)</u>
	<u>\$6,561,623</u>	<u>(\$28,590)</u>	<u>(\$261,054)</u>	<u>\$6,271,979</u>

Depreciation was charged to functions within the primary government as follows:

General administration	\$604,932
Texas Fire Academy	<u>33,531</u>
	<u>\$638,463</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 7: LONG-TERM LIABILITIES

<u>Asset Acquired</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
Pumper Truck	\$1,171,926	2035	4.89%	\$0	\$1,171,926	\$0	\$1,171,926
Vehicles	<u>189,562</u>	2030	3.75%	<u>0</u>	<u>189,526</u>	<u>10,419</u>	<u>179,107</u>
	<u>\$1,361,488</u>			<u>\$0</u>	<u>\$1,361,452</u>	<u>\$10,419</u>	<u>\$1,351,033</u>

All loans are secured by Ad Valorem tax revenues. The loan agreements have provisions that change the timing of repayment of outstanding amounts to become due immediately if the District defaults on its required payments. Maturities of debt at year end are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$129,069	\$63,569	\$192,638
2027	135,018	57,620	192,638
2028	141,234	51,404	192,638
2029	147,762	44,877	192,639
2030	144,129	137,319	281,448
2031-2035	<u>653,821</u>	<u>337,676</u>	<u>991,497</u>
	<u>\$1,351,033</u>	<u>\$692,465</u>	<u>\$2,043,498</u>

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Compensated absences*	<u>\$168,881</u>	<u>\$9,232</u>	<u>\$0</u>	<u>\$178,113</u>
Net Pension Liability	<u>\$230,192</u>	<u>\$222,326</u>	<u>\$354,255</u>	<u>\$98,263</u>

* The change in the compensated absences liability is presented as a net change.

NOTE 8: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District maintains commercial insurance coverage for these types of risks.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENT TO GOVERNMENT-WIDE

Fund balance - general fund	\$7,630,286
Increase net position for capital assets not reported in the fund financial statements	6,271,979
Deferred inflows of resources related to the pension, net, are applicable to future reporting periods and are not reported in the fund statements	351,716
Property taxes to be received more than 60 days after year end are unavailable to be spent and thus are deferred inflows in the fund financial statements	77,678
Long-term debt not reported in the fund statements	(1,351,033)
Accrued leave not reported in the fund statements as it is not paid with current resources	(178,113)
Net pension liability not reported in the fund statements as it is not paid with current resources	<u>(98,263)</u>
Net position - governmental activities	<u>\$12,704,250</u>
Net change in fund balance - general fund	\$1,892,773
Proceeds from debt not recognized as an other financing source in the government-wide financial statements	(1,361,452)
Change in taxes receivable deferred in the fund financial statements	(8,095)
Depreciation expenses not recognized in the fund financial statements	(638,463)
Long-term debt principal payments recognized as expenditures in the fund financial statements	10,419
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to net pension liability and pension expense resulting from changes in deferred outflows of resources are not recognized in the fund financial statements	261,821
Change accrued leave not reported in the fund statements	(9,232)
Capital outlays recognized as expenditures in the fund financial statements	<u>348,819</u>
Change in net position - governmental Activities	<u>\$496,590</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCDRS, an agent multiple-employer public employee retirement system. TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information 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 or on TCDRS' website at www.tcdrs.org.

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	15.67%
Years required for vesting	8
Service retirement eligibility (expressed as age/years of service)	60/8, any/20, rule of 75

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

Net Pension Liability

The District's net pension liability of \$98,263.2 for TCDRS at December 31, 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.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 7.60% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
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%

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

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 15.67%. The District's contributions to TCDRS for the year ended December 31, 2024 were \$285,830, which equaled the required contribution.

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance at December 31, 2023	<u>\$377,404</u>	<u>\$147,211</u>	<u>\$230,193</u>
Changes for the year:			
Service cost	116,821	0	116,821
Interest on total pension liability	37,182	0	37,182
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	68,054	0	68,054
Effect of assumption changes or inputs	0	0	0
Refunds of contributions	(10,152)	(10,152)	0
Benefit payments	0	0	0
Administrative expenses	0	(267)	267
Member contributions	0	97,543	(97,543)
Net investment income	0	21,484	(21,484)
Employer contributions	0	218,356	(218,356)
Other	<u>0</u>	<u>16,871</u>	<u>(16,871)</u>
Balance at December 31, 2024	<u>\$589,309</u>	<u>\$491,046</u>	<u>\$98,263</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability 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)	<u>\$224,673</u>	<u>\$98,263</u>	<u>(\$734)</u>

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	0
Inactive employees entitled to but not yet receiving benefits	1
Active employees	30

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2025, the District recognized pension expense of \$24,009. At December 31, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$0	\$62,063
Changes in actuarial assumptions	\$0	\$0
Net difference between projected and actual earnings	\$0	\$3,823
Contributions subsequent to the measurement date	N/A	\$285,830

\$285,830 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 December 31, 2026. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PENSION PLAN

For the plan year ended December 31:

2025	\$7,366
2026	7,366
2027	7,366
2028	6,553
2029	6,207
Thereafter	<u>31,028</u>
	<u>\$65,886</u>

NOTE 11: CONTINGENCY

In 2023, the District received notice from the Internal Revenue Service (IRS) that they owed federal unemployment taxes (FUTA) related to 2020. The District has been assessed taxes, penalties and interest of approximately \$30,000. Additionally, the IRS has notified the District that it may seize property of the District if these amounts are not paid. The District believes that they are exempt from FUTA and with the assistance of legal counsel, are appealing the IRS decision and anticipate requesting formal abatement of all taxes, penalties and interest.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

BUDGETARY COMPARISON SCHEDULE GENERAL FUND

YEAR ENDED DECEMBER 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
PROGRAM REVENUES:				
Texas Fire Academy charges for service	\$232,000	\$285,000	\$263,519	(\$21,481)
GENERAL REVENUES:				
Ad Valorem property taxes	2,283,286	2,079,211	2,263,726	184,515
Sales taxes	2,844,700	2,956,263	2,524,879	(431,384)
Interest and other	40,500	214,260	196,306	(17,954)
	<u>5,168,486</u>	<u>5,249,734</u>	<u>4,984,911</u>	<u>(264,823)</u>
Total revenues	<u>5,400,486</u>	<u>5,534,734</u>	<u>5,248,430</u>	<u>(286,304)</u>
EXPENDITURES:				
Personnel and related expenses	3,741,529	3,710,316	3,005,098	705,218
Apparatus	300,000	300,000	385,766	(85,766)
Station repairs, maintenance and supplies	184,000	184,000	339,675	(155,675)
General and administrative	204,208	204,208	219,943	(15,735)
Personal equipment	215,000	215,000	118,958	96,042
Training	94,200	94,200	102,256	(8,056)
Fire operations	58,800	58,800	80,214	(21,414)
Texas Fire Academy	123,250	123,250	78,901	44,349
Other	180,000	180,000	27,060	152,940
Capital outlay	0	217,200	348,819	(131,619)
Debt service	0	0	10,419	(10,419)
	<u>5,100,987</u>	<u>5,286,974</u>	<u>4,717,109</u>	<u>569,865</u>
Revenues over/(under) expenditures	299,499	247,760	531,321	283,561
OTHER FINANCING SOURCES				
Proceeds from debt	0	0	1,361,452	1,361,452
NET CHANGE IN FUND BALANCE	299,499	247,760	1,892,773	1,645,013
BEGINNING FUND BALANCE	<u>5,737,513</u>	<u>5,737,513</u>	<u>5,737,513</u>	<u>0</u>
ENDING FUND BALANCE	<u><u>\$6,037,012</u></u>	<u><u>\$5,985,273</u></u>	<u><u>\$7,630,286</u></u>	<u><u>\$1,645,013</u></u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS - TCDRS
FOR THE YEAR ENDED DECEMBER 31, 2025*

Total pension liability	<u>2024</u>	<u>2023</u>
Service cost	\$ 116,821	\$ 350,528
Interest on total liability	37,182	26,640
Effect of plan changes	-	-
Effect of assumption changes or inputs	-	-
Effect of economic/demographic (gains) or losses	68,054	236
Benefit payments/refunds of employee contributions	<u>(10,152)</u>	<u>-</u>
Net change in total pension liability	211,905	377,404
Total pension liability - beginning	<u>377,404</u>	<u>-</u>
Total pension liability - ending (a)	<u>\$ 589,309</u>	<u>\$ 377,404</u>
 Plan fiduciary net position		
Contributions - employer	\$ 218,356	\$ 104,205
Contributions - employee	97,543	34,752
Net investment income	21,484	1,375
Benefit payments/refunds of employee contributions	(10,152)	-
Administrative expenses	(267)	(76)
Other	<u>16,870</u>	<u>6,956</u>
Net change in plan fiduciary net position	343,834	147,212
Plan fiduciary net position - beginning	<u>147,212</u>	<u>-</u>
Plan fiduciary net position - ending (b)	<u>491,046</u>	<u>147,212</u>
Net pension liability (a) - (b)	<u>\$ 98,263</u>	<u>\$ 230,192</u>
 Plan fiduciary net position as a % of the total pension liability	83.33%	39.01%
Covered employee payroll	\$ 1,393,469	\$ 496,454
Net pension liability as % of covered-employee payroll	7.05%	46.37%

NOTE:

* Year 2025 - Valuation Date 12/31/24.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

SCHEDULE OF CONTRIBUTIONS - TCDRS FOR THE YEAR ENDED DECEMBER 31, 2025*

	<u>2025</u>	<u>2024</u>
Actuarially determined contribution	\$ 285,830	\$ 205,569
Contributions in relation to the actuarially determined contribution	<u>285,830</u>	<u>205,569</u>
Contribution deficiency (excess)	-	-
Covered-employee payroll	2,113,579	1,313,151
Contributions as a percentage of covered-employee payroll	14%	16%

NOTE:

*GASB 68 indicates the employer should report contributions based on a fiscal year basis.

Valuation Date: December 31, 2024

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	1.6 years (based on contribution rate calculated in 12/31/24 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment rate of Return	7.5% net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods	2023: No changes in plan provisions were reflected in the schedule.
Changes in Plan Provisions	2023: No changes in plan provisions were reflected in the schedule. 2024: No changes in plan provisions were reflected in the schedule.



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Villarreal-Alonzo

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to order the County Auditor to perform an audit for Fiscal Year 2025 and issue a report of the fiscal accounts and records for Emergency Services District # 7 in accordance with Section 775.082 (e) of the Texas Health and Safety Code. **HAMMER/VILLARREAL-ALONZO**

Summary

The Emergency Services District #7 is requesting that the County Auditor's Office perform an audit of the fiscal accounts of ESD #7 for Fiscal Year 2025 in accordance with Texas Health and Safety Code Section 775.082 (e). The County Auditor has estimated that conducting this audit will cost \$2,000 and will bill the District after the internal examination report is completed and issued.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Smith

Agenda Item

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

Summary

- TRN-2025-9354-UTL (Pct. 2) /
- TRN-2026-10970-UTL (Pct. 4) /
- TRN-2026-10971-UTL* (Pct. 2) /
- TRN-2026-10974-UTL (Pct. 2) /
- TRN-2026-10975-UTL (Pct. 2) /
- TRN-2026-10976-UTL (Pct. 2) /
- TRN-2026-10977-UTL (Pct. 2) /
- TRN-2026-11004-UTL (Pct. 1)

Please see attachments for details.

*conditional permit approval

Attachments

[illegible]



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. ****

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 03/11/2025 .

Utility Company Information:

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

Engineer / Contractor Information:

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

Hays County Information:

Utility Permit Number: TRN-2025-9354-UTL
Type of Utility Service: Fiber Optic
Project Description:
Road Name(s): Anthem Pkwy, Arroyo Ranch Rd, Washington Dr, RR-150, FM-2770
Subdivision: Arroyo Ranch
Commissioner Precinct: 3

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

- CAUTION HIGH VOLTAGE**



PROJECT NUMBER: 5321237		C.O. AREA: KYLE EXCH: KYLETXXA	
DRAWN DATE: 12/8/2022	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	ONTY: HAYS FILE: 5321237.DWG	
SCALE: 1:100	TAX DISTRICT:	DWG 15 OF 30	
TWINSHP:	RNG:	SEC:	



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 7/6/2026 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 5122026334
Contact Name: Jesus Rangel

Engineer / Contractor Information:

Name: Serna
Address: 4656 CR 406 Taylor TX 76574
Phone: 5129148199
Contact Name: Francisco Garcia

Hays County Information:

Utility Permit Number: TRN-2026-10970-UTL
Type of Utility Service: Fiber Optic Cable
Project Description:
Road Name(s): Bliss Spillar Rd N of Chaparral Park Ln, Carpenter Ln S of Chaparral Park Ln
Subdivision:
Commissioner Precinct: 4

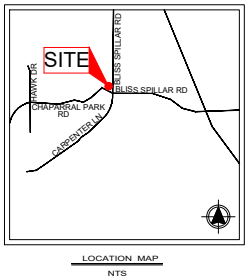
What type of cut(s) will you be using ? ☐ Boring ☐ Trenching ☒ Overhead ☐ N/A

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

Signature

Title

Date



11389
CRUM RICHARD & DELORES
M
3301 BLISS SPILLAR RD

LAT. 30.139089°
LON. -97.874520°



11387
JS GROUP TXLTR LLC
3040 BLISS SPILLAR RD

Markers. Electric poles and communication lines [Utility poles] must bear, in a format acceptable to the department, readily identifiable plaques or other approved markers denoting ownership and use, at a frequency [distance] of every other pole [approximately one pole per 1,320 feet], as equally spaced as practicable, and at every crossing [in a format acceptable to the department]. Each company connecting to a pole shall appropriately identify its use of the pole. There shall be a beginning and end marker for each user of the pole line.

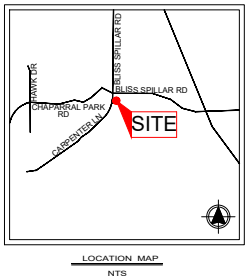
SEE SHEET 2



PROJECT	MMLB FIBER 15369447 INVESTOR. LLC-INTELIS		
LOCATION	13731 CARPENTER LN		
DATE	05-20-2026	SCALE	NTS
ENTRUST		APPLICATION	COUNTY PERMIT
CITY	HAYS COUNTY	APPROVED BY	JONATHAN SKINNER
PAGE	1 OF 10		

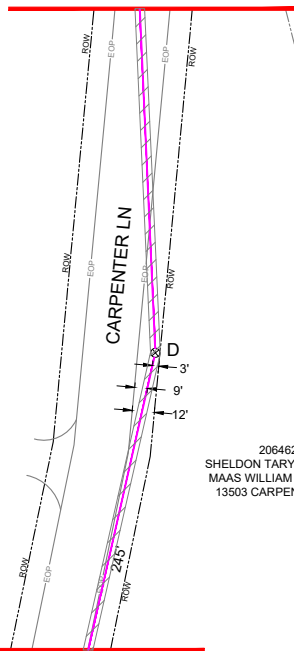
LEGEND	
	BORE BIT
	NEW VAULT/HANDHOLES
	PROPOSED PEDESTAL
	POLE RISER
	POWER POLE
	WATER UTILITY
	NATURAL GAS UTILITY
	GRANDE UTILITY
	TELEPHONE UTILITY
	ELECTRIC UTILITY
	SANITARY SEWER UTIL.
	EX. SPECTRUM CONDUIT
	UNDERGROUND
	RIGHT OF WAY LINE
	EXISTING CURB
	EDGE OF PAVEMENT

DATE	REVISIONS	COMMENTS
	CS	



Markers. Electric poles and communication lines [Utility poles] must bear, in a format acceptable to the department, readily identifiable plaques or other approved markers denoting ownership and use, at a frequency [distance] of every other pole [approximately one pole per 1,320 feet], as equally spaced as practicable, and at every crossing [in a format acceptable to the department]. Each company connecting to a pole shall appropriately identify its use of the pole. There shall be a beginning and end marker for each user of the pole line.

SEE SHEET 1



206462
SHELDON TARYN MARIE &
MAAS WILLIAM EDWARD
13503 CARPENTER LN

SEE SHEET 3

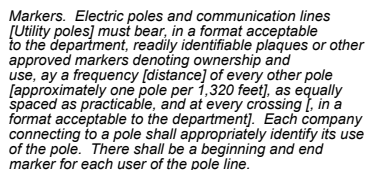


PROJECT	MMLB FIBER 15369447 INVESTOR. LLC-INTELIS		
LOCATION	13731 CARPENTER LN		
DATE	05-20-2026	SCALE	NTS
ENTRUST		APPLICATION	COUNTY PERMIT
CITY	HAYS COUNTY	APPROVED BY	JONATHAN SKINNER
PAGE	2 OF 10		

LEGEND	
	BORE BIT
	NEW VAULT/HANDHOLES
	PROPOSED PEDESTAL
	POLE RISER
	POWER POLE
	WATER UTILITY
	NATURAL GAS UTILITY
	GRANDE UTILITY
	TELEPHONE UTILITY
	ELECTRIC UTILITY
	SANITARY SEWER UTIL.
	EX. SPECTRUM CONDUIT
	UNDERGROUND
	RIGHT OF WAY LINE
	EXISTING CURB
	EDGE OF PAVEMENT

DATE	REVISIONS	COMMENTS
	CS	





SEE SHEET 2

—EOP—
CARPENTER I.

SEE SHEET 4

206462
SHELDON TARYN MARIE &
MAAS WILLIAM EDWARD
13503 CARPENTER LN



PROJECT		MMLB FIBER 15369447 INVESTOR. LLC-INTELIS	
LOCATION		13731 CARPENTER LN	
DRAWN	DATE	SCALE	APPLICATION
ENTRUST	05-20-2026	NTS	COUNTY PERMIT
PRESS#	CITY	PAGE	APPROVED BY:
6704895	HAYS COUNTY	3 OF 10	JONATHAN SKINNE

1. **POSTAL DATE**

	BORE BIT
	NEW VAULT/HANDHOLES
	PROPOSED PEDESTAL
	POLE RISER
	POWER POLE

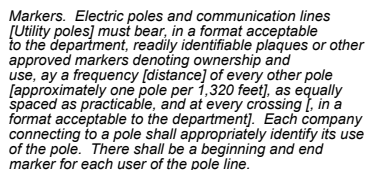
- W — WATER UTILITY
- G — NATURAL GAS UTILITY
- GR — GRANDE UTILITY
- T — TELEPHONE UTILITY
- E — ELECTRIC UTILITY

SS	SANITARY SEWER UTILITY
SC	EX. SPECTRUM CONDUIT
UG	UNDERGROUND
ROW	RIGHT OF WAY LINE
	EXISTING CURB
EOP	EDGE OF PAVEMENT

 DOWN GUY & ANCHOR
 LIMITS OF CONSTRUCTION
 NEW BUILD
 OVERLASH
 NEW UG TRENCH
 NEW UG ROPE

REVISIONS	
DATE	COMMENTS
	CS

PREPARED BY



SEE SHEET 3

CARP

11376
SHELDON TARYN MARIE &
MAAS WILLIAM EDWARD
13511 CARPENTER LN

SEE SHEET 5



PROJECT		MMLB FIBER 15369447 INVESTOR. LLC-INTELIS	
LOCATION		13731 CARPENTER LN	
DATE	05-20-2026	SCALE	APPLICATION
ENTRUST		NTS	COUNTY PERMIT
PRESS #	CITY	PAGE	APPROVED BY:
6704895	HAYS COUNTY	4 OF 10	JONATHAN SKINNER

1. **POSTAL DATE**

	BORE BIT
	NEW VAULT/HANDHOLES
	PROPOSED PEDESTAL
	POLE RISER
	POWER POLE

- W — WATER UTILITY
- G — NATURAL GAS UTILITY
- GR — GRANDE UTILITY
- T — TELEPHONE UTILITY
- E — ELECTRIC UTILITY

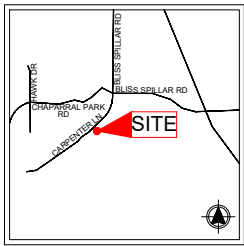
—SS—	SANITARY SEWER UTILITY
—SC—	EX. SPECTRUM CONDUIT
---UG---	UNDERGROUND
<u>ROW</u>	RIGHT OF WAY LINE
<u> </u>	EXISTING CURB
<u>EOP</u>	EDGE OF PAVEMENT

 DOWN GUY & ANCHOR
 LIMITS OF CONSTRUCTION
 NEW BUILD
 OVERLASH
 NEW UG TRENCH
 NEW UG ROPE

REVISIONS	
DATE	COMMENTS
	CS

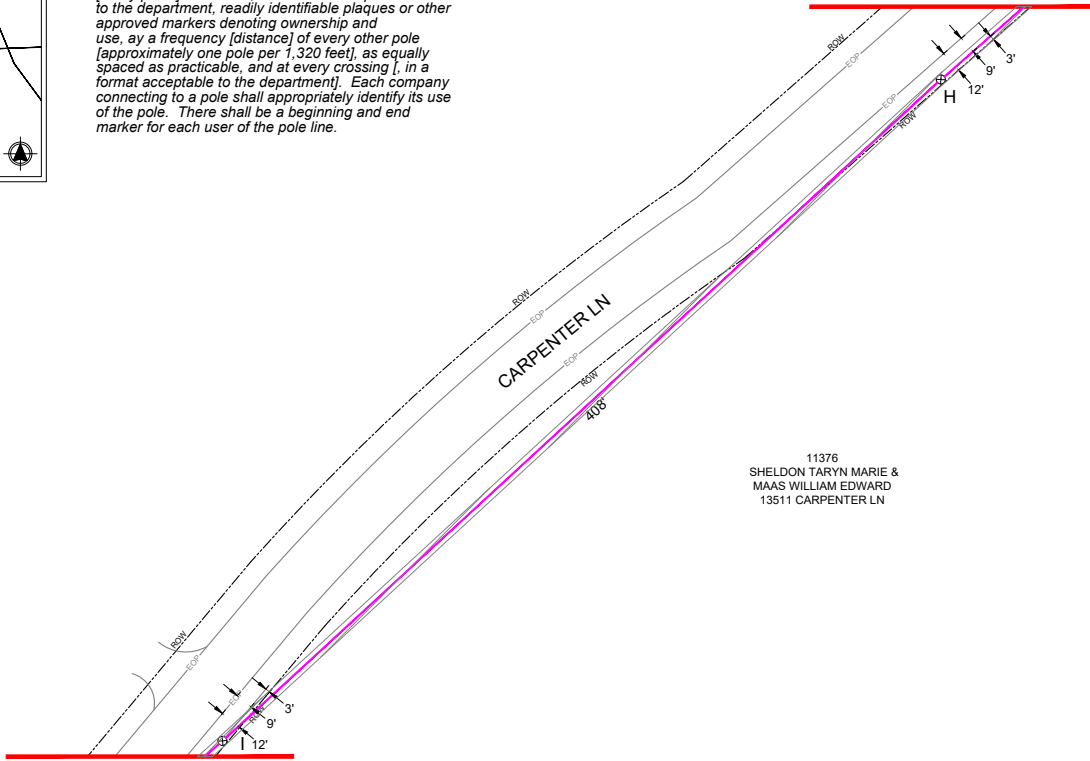
PREPARED BY





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SEE SHEET 4



SEE SHEET 6



PROJECT				MLLB FIBER 15369447 INVESTOR. LLC-INTELIS			
LOCATION				13731 CARPENTER LN			
ENTRUST		DATE	05-20-2026	SCALE	NTS	APPLICATION	
PROJECT #		CITY	HAYS COUNTY	PAGE	5 of 10	APPROVED BY	
6704895						JONATHAN SKINNER	

LEGEND			
	BORE BIT		WATER UTILITY
	NEW VAULT/HANDHOLES		NATURAL GAS UTILITY
	PROPOSED PEDESTAL		GRANDE UTILITY
	POLE RISER		TELEPHONE UTILITY
	POWER POLE		ELECTRIC UTILITY
	SANITARY SEWER UTIL.		EX. SPECTRUM CONDUIT
	UG		UNDERGROUND
	ROW		RIGHT OF WAY LINE
	EOP		EXISTING CURB
	EDGE OF PAVEMENT		LIMITS OF CONSTRUCTION
	DOWN GUY & ANCHOR		NEW BUILD
	OVERLASH		NEW UG TRENCH
	NEW UG BORE		

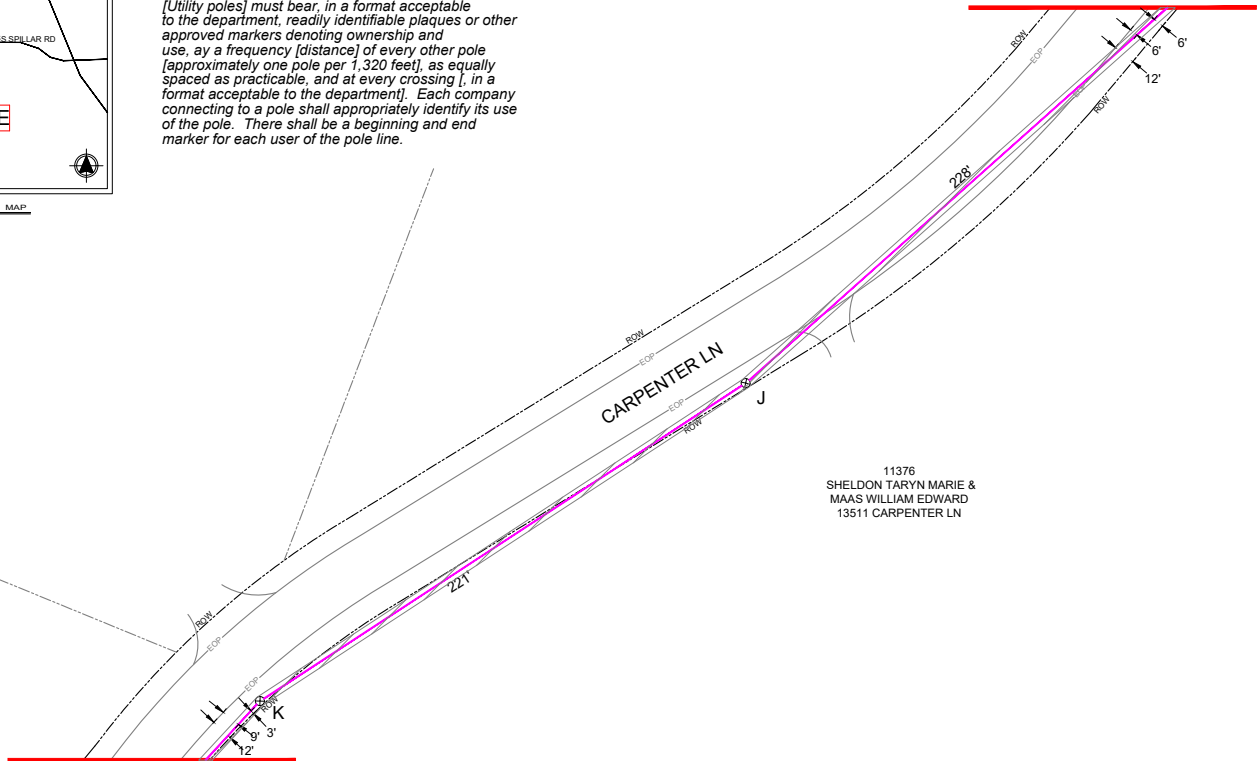
DATE	REVISIONS	COMMENTS
	CS	

PREPARED BY:	ENTRUST SOLUTIONS GROUP
	A Lendis Company



Markers. Electric poles and communication lines [Utility poles] must bear, in a format acceptable to the department, readily identifiable plaques or other approved markers denoting ownership and use, at a frequency [distance] of every other pole [approximately one pole per 1,320 feet], as equally spaced as practicable, and at every crossing [in a format acceptable to the department]. Each company connecting to a pole shall appropriately identify its use of the pole. There shall be a beginning and end marker for each user of the pole line.

SEE SHEET 5



SEE SHEET 7



PROJECT				MLLB FIBER 15369447 INVESTOR. LLC-INTELIS			
LOCATION				13731 CARPENTER LN			
ENTRUST		DATE	05-20-2026	SCALE	NTS	APPLICATION	
PROJECT #		CITY	HAYS COUNTY	PAGE	6 of 10	APPROVED BY	
6704895						JONATHAN SKINNER	

LEGEND			
	BORE BIT		WATER UTILITY
	NEW VAULT/HANDHOLES		NATURAL GAS UTILITY
	PROPOSED PEDESTAL		GRANDE UTILITY
	POLE RISER		TELEPHONE UTILITY
	POWER POLE		ELECTRIC UTILITY
	SANITARY SEWER UTIL.		EX. SPECTRUM CONDUIT
	UG		UNDERGROUND
	ROW		RIGHT OF WAY LINE
	EOP		EXISTING CURB
	EDGE OF PAVEMENT		LIMITS OF CONSTRUCTION
	DOWN GUY & ANCHOR		NEW BUILD
	OVERLASH		NEW UG TRENCH
	NEW UG BORE		

DATE	REVISIONS	COMMENTS
	CS	

PREPARED BY:	ENTRUST SOLUTIONS GROUP
	A Lendis Company

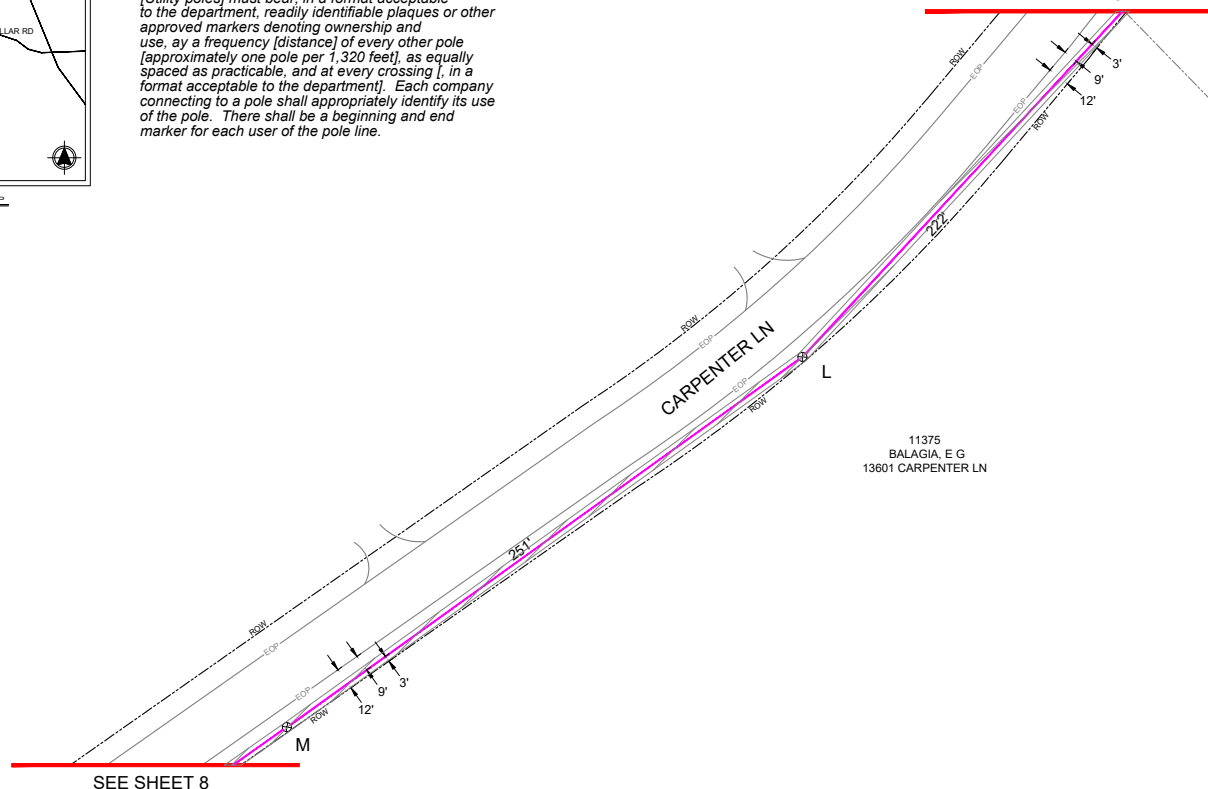


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SEE SHEET 6



11376
SHELDON TARYN MARIE &
MAAS WILLIAM EDWARD
13511 CARPENTER LN

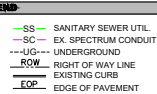
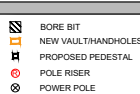


11375
BALAGIA, E G
13601 CARPENTER LN

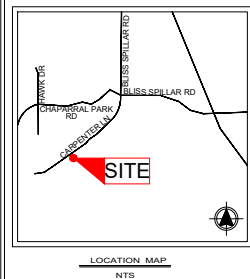
SEE SHEET 8



PROJECT				MMLB FIBER 15369447 INVESTOR. LLC-INTELIS			
LOCATION				13731 CARPENTER LN			
DATE		05-20-2026		SCALE		NTS	
ENTRUST		CITY		HAYS COUNTY		APPROVED BY	
6704895		7 OF 10		JONATHAN SKINNER			



DATE	REVISIONS	COMMENTS
	CS	

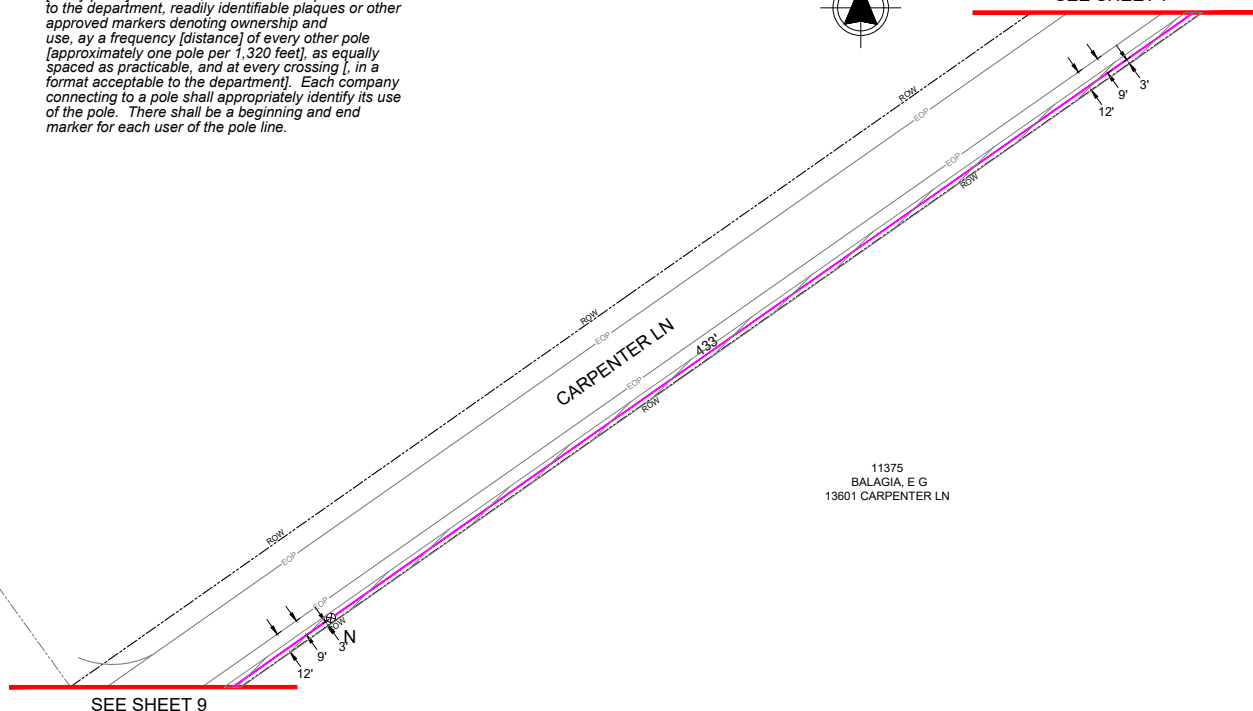


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SEE SHEET 7



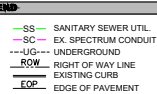
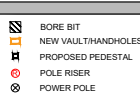
11375
BALAGIA, E G
13601 CARPENTER LN



SEE SHEET 9

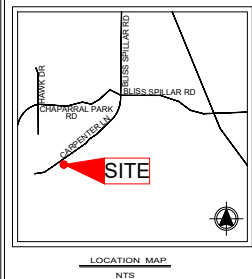


PROJECT				MMLB FIBER 15369447 INVESTOR. LLC-INTELIS			
LOCATION				13731 CARPENTER LN			
DATE		05-20-2026		SCALE		NTS	
ENTRUST		CITY		HAYS COUNTY		APPROVED BY	
6704895		8 OF 10		JONATHAN SKINNER			



DATE	REVISIONS	COMMENTS
	CS	

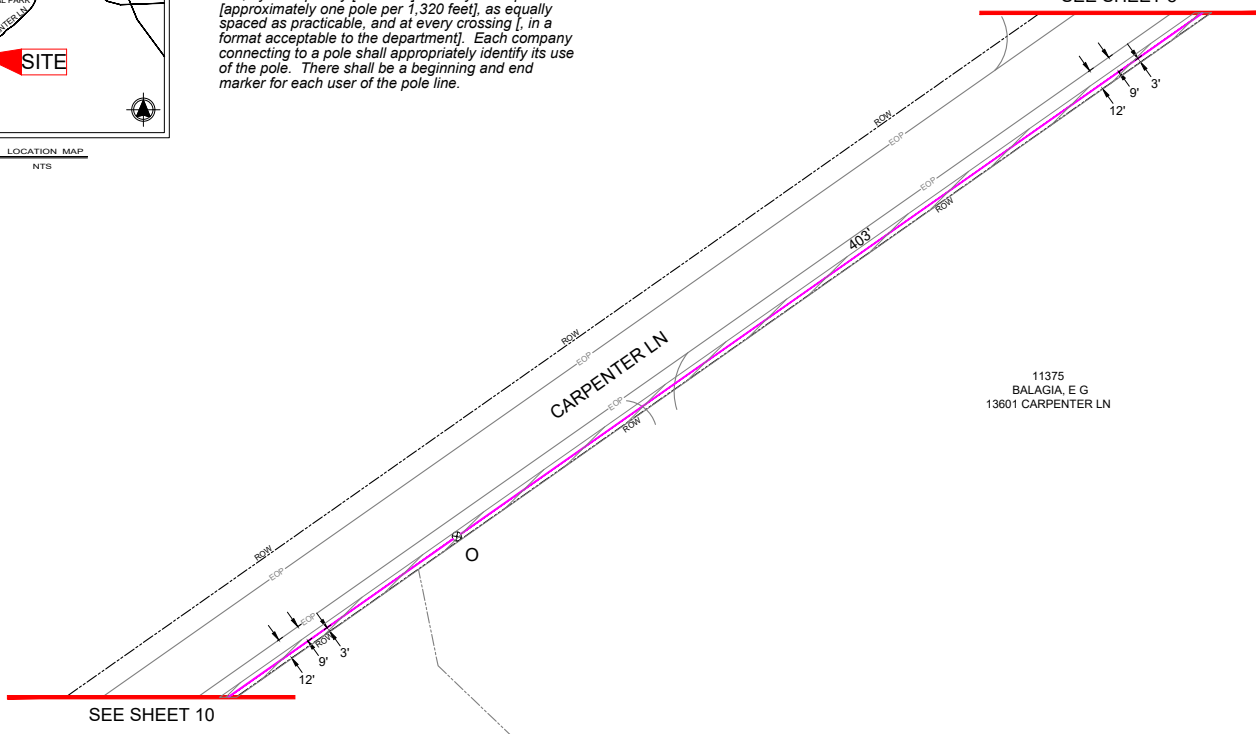




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SEE SHEET 8



SEE SHEET 10



PROJECT: MMLB FIBER 15369447 INVESTOR. LLC-INTELIS			
LOCATION: 13731 CARPENTER LN			
DATE: 05-20-2026	SCALE: NTS	APPLICATION: COUNTY PERMIT	
CITY: HAYS COUNTY	PAGE: 9 of 10	APPROVED BY: JONATHAN SKINNER	

BORE BIT	W - WATER UTILITY	SS - SANITARY SEWER UTIL.
NEW VAULT/HANDHOLES	G - NATURAL GAS UTILITY	SC - EX. SPECTRUM CONDUIT
PROPOSED PEDESTAL	GR - GRANDE UTILITY	UG - UNDERGROUND
POLE RISER	T - TELEPHONE UTILITY	ROW - RIGHT OF WAY LINE
POWER POLE	E - ELECTRIC UTILITY	EOP - EXISTING CURB
		EOP - EDGE OF PAVEMENT

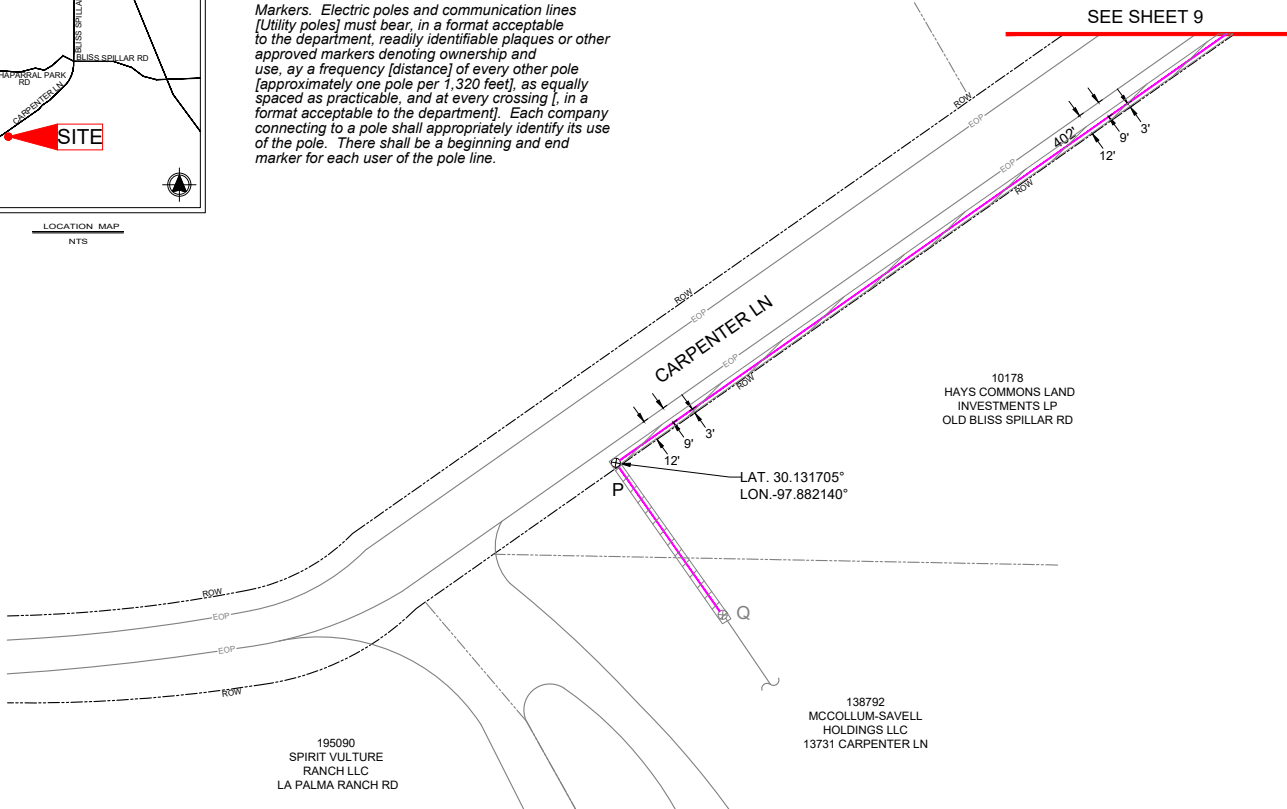
DOWN GUY & ANCHOR	REVISIONS
LIMITS OF CONSTRUCTION	DATE
NEW BUILD	COMMENTS
OVERLASH	CS
NEW UG TRENCH	
NEW UG BORE	



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SEE SHEET 9



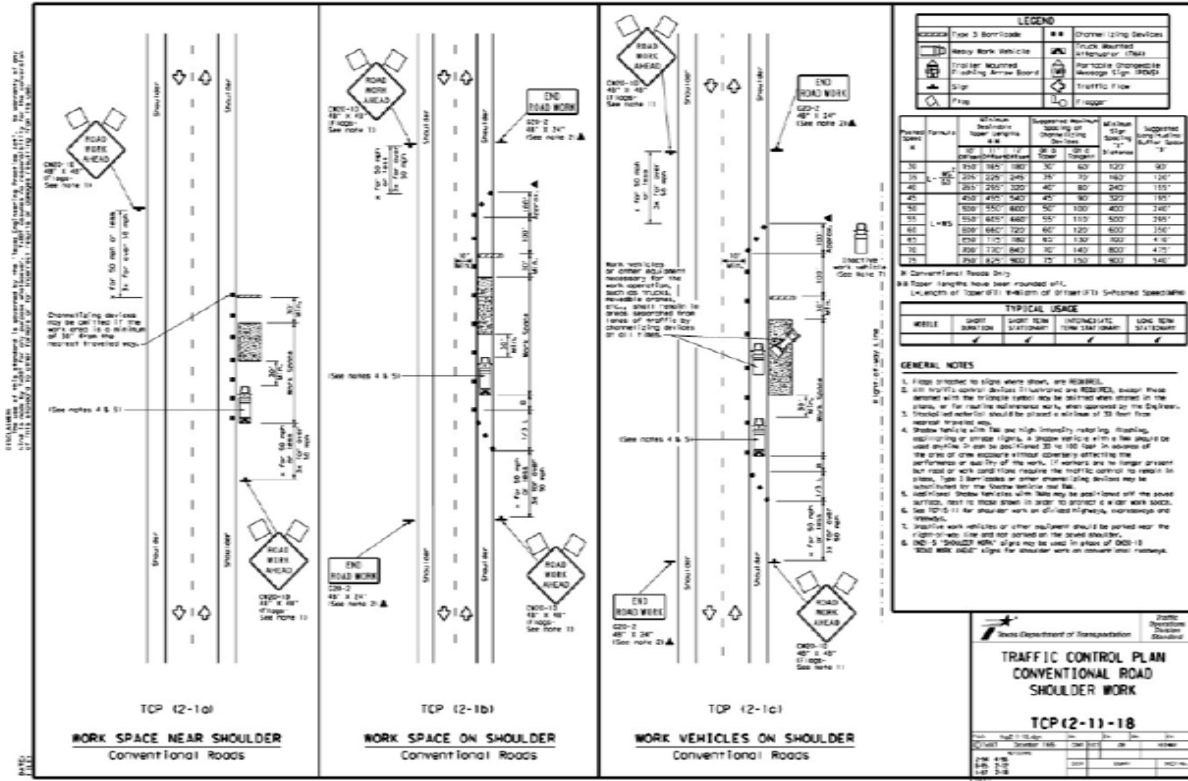
PROJECT: MMLB FIBER 15369447 INVESTOR. LLC-INTELIS			
LOCATION: 13731 CARPENTER LN			
DATE: 05-20-2026	SCALE: NTS	APPLICATION: COUNTY PERMIT	
CITY: HAYS COUNTY	PAGE: 10 of 10	APPROVED BY: JONATHAN SKINNER	

BORE BIT	W - WATER UTILITY	SS - SANITARY SEWER UTIL.
NEW VAULT/HANDHOLES	G - NATURAL GAS UTILITY	SC - EX. SPECTRUM CONDUIT
PROPOSED PEDESTAL	GR - GRANDE UTILITY	UG - UNDERGROUND
POLE RISER	T - TELEPHONE UTILITY	ROW - RIGHT OF WAY LINE
POWER POLE	E - ELECTRIC UTILITY	EOP - EXISTING CURB
		EOP - EDGE OF PAVEMENT

DOWN GUY & ANCHOR	REVISIONS
LIMITS OF CONSTRUCTION	DATE
NEW BUILD	COMMENTS
OVERLASH	CS
NEW UG TRENCH	
NEW UG BORE	



TRAFFIC CONTROL DETAILS



PROJECT		MLLB FIBER 15369447 INVESTOR. LLC-INTELIS	
LOCATION		13731 CARPENTER LN	
DRAWN	DATE	SCALE	APPLICATION
ENTRUST	05-20-2026	NTS	TCP
PRESS#	CITY	PAGE	APPROVED BY:
6704895	HAYS COUNTY	-	JONOTHAN SKINNER

LEGEND					
	BORE BIT	 W	WATER UTILITY	 SS	SANITARY SEWER UTIL.
	NEW VAULT/HANDHOLES	 G	NATURAL GAS UTILITY	 SC	EX. SPECTRUM CONDUIT
	PROPOSED PEDESTAL	 GR	GROUND UTILITY	 UG	UNDERGROUND
	POLE RISER	 T	TELEPHONE UTILITY	 ROW	RIGHT OF WAY LINE
	POWER POLE	 E	ELECTRIC UTILITY	 EXIST	EXISTING CURB
				 EOP	EDGE OF PAVEMENT

		REVISIONS	
		DATE	COMMENTS
	DOWN GUY & ANCHOR		
	SIDEWALK GUY & ANC.		CS
	NEW BUILD		
	OVERLASH		
	NEW UG TRENCH		
	NEW UG BORE		





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. ****

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 6/29/2026 .

Utility Company Information:

Name: Spectrum
Address: 730 W Stassney Ln Austin TX
Phone: 5122028224
Contact Name: Noah Cantu

Engineer / Contractor Information:

Name: BTS Cable
Address: 12021 Bella Italia Dr Fort Worth TX 76126
Phone: 2106695368
Contact Name: Benny Sotelo

Hays County Information:

Utility Permit Number: TRN-2026-10971-UTL
Type of Utility Service: Fiber Optic cable
Project Description:
Road Name(s): Hoover Dr
Subdivision: Anthem
Commissioner Precinct: 2

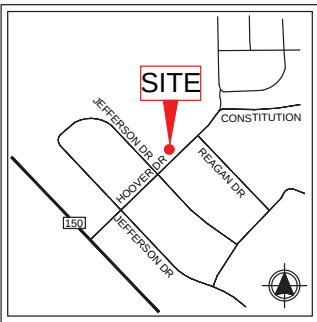
What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

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

Signature

Title

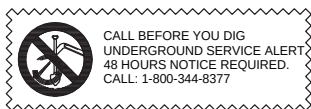
Date



NOTE:
THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.

PROPOSED CONDUIT WILL CLEAR A MINIMUM OF 2' FROM ALL UNDERGROUND EXISTING UTILITIES AND DRAINAGE STRUCTURES FROM HORIZONTAL AND VERTICAL CLEARANCE.

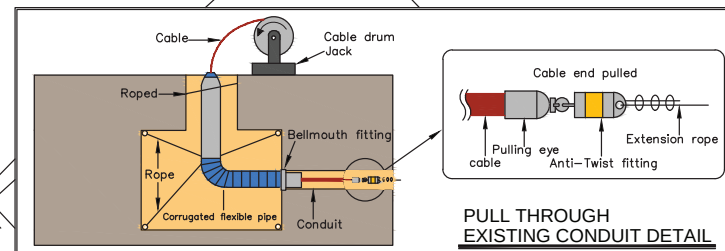
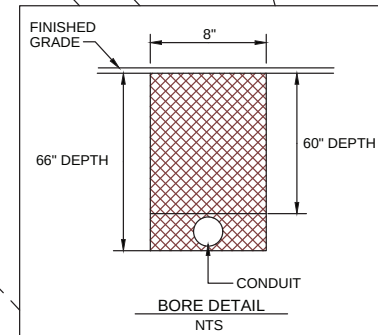
NO FACILITIES OF HOOVER DR WERE MARKED IN FIELD. LOCATES WERE NOT MARKED



DIRECTIONAL BORE 90-LF & INSTALL:
(1) 2" HDPE CONDUIT - 60" MIN DEPTH
(1) FIBER OPTIC CABLE

DIRECTIONAL BORE 70-LF & INSTALL:
(1) 2" HDPE CONDUIT - 60" MIN DEPTH
(1) FIBER OPTIC CABLE

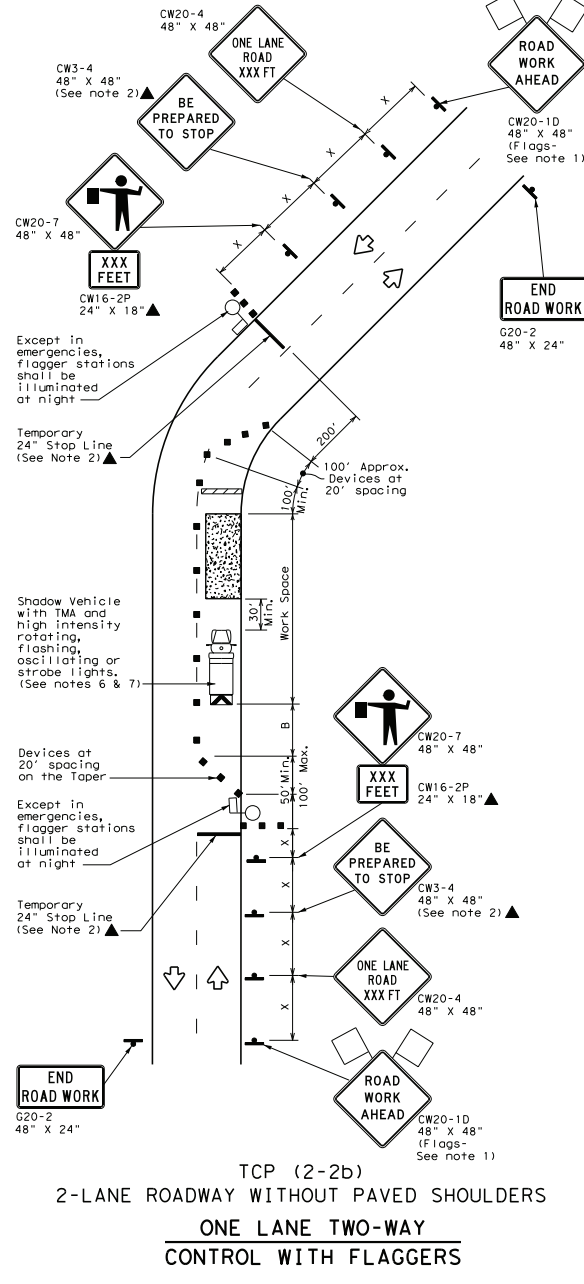
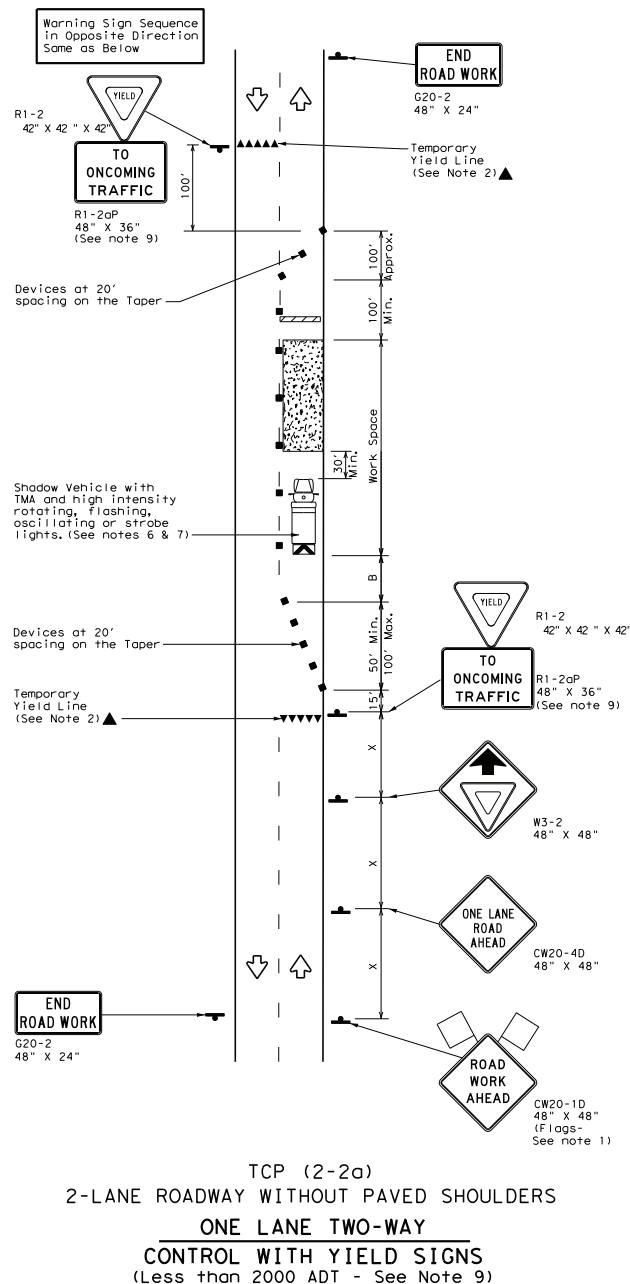
PULL THROUGH EXISTING CONDUIT 145-LF & INSTALL:
(1) FIBER OPTIC CABLE



	PROJECT TX DIR - CITY OF KYLE - 30 SITE ELAN-TX DIR - CITY OF KYLE @ 187 HOOVE				LEGEND										REVISIONS		PREPARED BY: 
	LOCATION 187 HOOVER DR				BORE PIT		W - WATER UTILITY		SS - SANITARY SEWER UTIL.		X- DOWN GUY & ANCHOR		DATE	COMMENTS			
					P - POLE RISER		G - NATURAL GAS UTILITY		SC - EX. SPECTRUM CONDUIT		X- SIDEWALK GUY & ANC.						
					V - EXISTING VAULT		GR - GRANDE UTILITY		UG - UNDERGROUND		NEW BUILD						
					E - EXISTING PEDESTAL		T - TELEPHONE UTILITY		ROW - RIGHT OF WAY LINE		OVERLASH						
				P - POWER POLE		E - ELECTRIC UTILITY		EOP - EDGE OF PAVEMENT		NEW UG TRENCH							
										NEW UG BORE							

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



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

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
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		450'	495'	540'	45'	90'	320'	195'	360'
50	L=WS	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'
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

- Flags attached to signs where shown, are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
 - Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- TCP (2-2a)
- The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
 - The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.



TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP (2-2) - 18

FILE: tcp2-2-18.dgn	DATE: December 1985	CHK: CONT	SEC: SECT	JOB: HIGHWAY
8-95 3-03	REVISIONS	DIST	COUNTY	SHEET NO.
1-97 2-12				
4-98 2-18				

1162



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 6/24/2026 .

Utility Company Information:

Name: Goforth SUD
Address: 8900 Niederwald Strasse Kyle TX
Phone: 5123765695
Contact Name: Mario Tobias

Engineer / Contractor Information:

Name: Southwest Engineers, Inc.
Address: 307 St Lawrence St Gonzales TX 78629
Phone: 9797435609
Contact Name: Neal Goedrich

Hays County Information:

Utility Permit Number: TRN-2026-10974-UTL
Type of Utility Service: 16" PVC C900 DR 18 WL encased in 30" bored steel casing
Project Description:
Road Name(s): Satterwhite Rd, Country Folks Ln
Subdivision:
Commissioner Precinct:

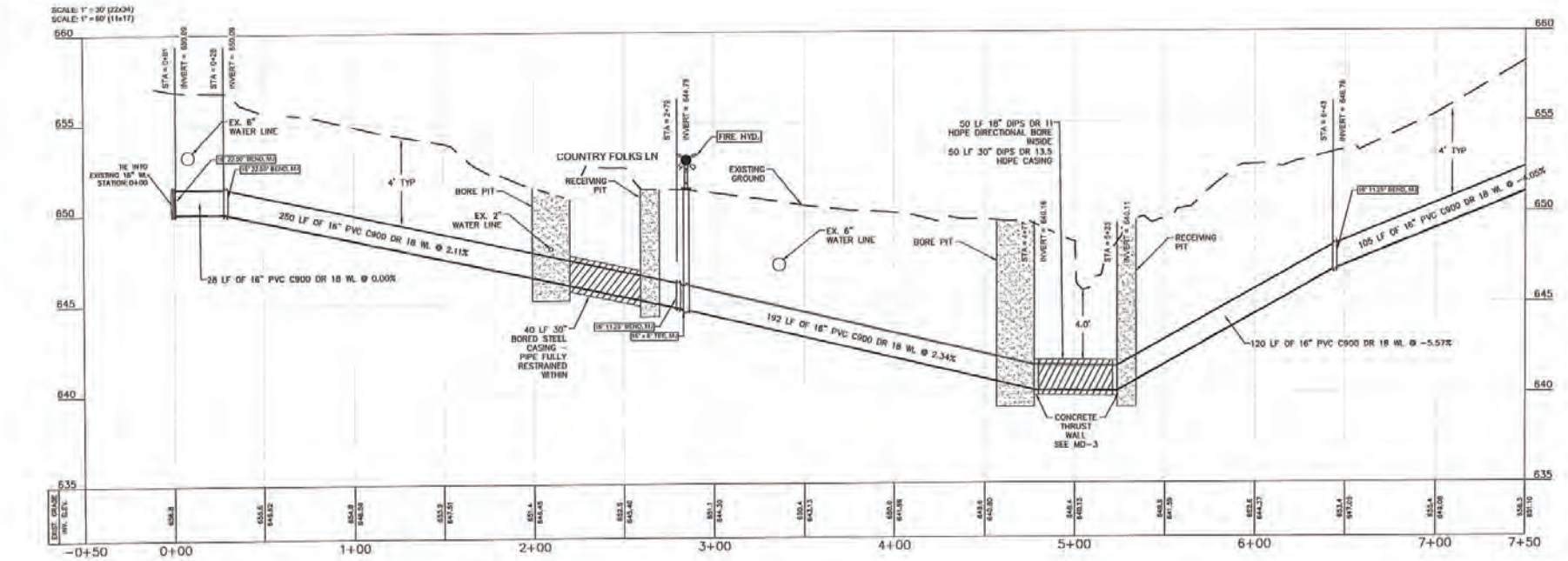
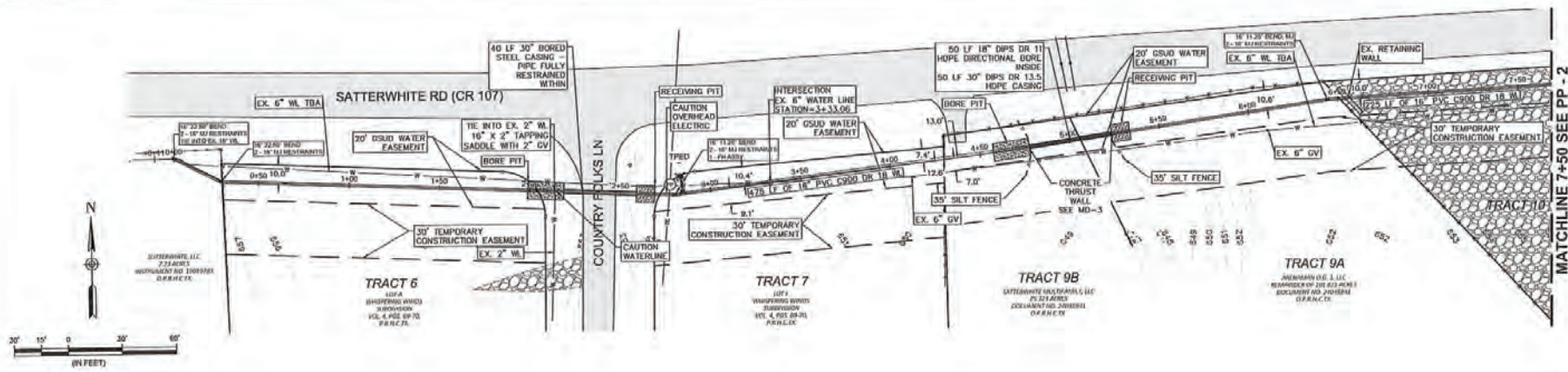
What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

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

Signature

Title

Date



NO.		REVISION	DATE	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NEAL R. GOEDENICH, P.E., #10188 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.	 	GONZALES 307 Saint Lawrence Street Gonzales, TX 78810 P: 512.672.7540 F: 512.672.0334 TXPELS NO. P-1009 www.swengineers.com	SCALE: AS SHOWN DRAWN BY: TWS DATE: 3/26 CHECKED BY: NRG DATE: 3/26	PLAN & PROFILE (STA: 0+00 - STA: 7+50) SATTERWHITE RD. ~16" WATER LINE INSTALLATION GOFORTH S.U.D. BUDA, TEXAS	PROJECT NO. 0092-099-23 DRAWING NO. PP-1 SHEET 3 OF 22
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I:\Users\GONZALES\OneDrive\Documents\Projects\0092-099-23\0092-099-23.dwg - 3/26/2024 - 3:26 PM - 100% - 100%



Hays County Transportation Department

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General Special Provisions:

1. Construction of this line will begin on or after 6/24/2026 .

Utility Company Information:

Name: Goforth SUD
Address: 8900 Niederwald Strasse Kyle TX
Phone: 5123765695
Contact Name: Mario Tobias

Engineer / Contractor Information:

Name: Southwest Engineers, Inc.
Address: 307 St Lawrence St Gonzales TX 78629
Phone: 9797435609
Contact Name: Neal Goedrich

Hays County Information:

Utility Permit Number: TRN-2026-10975-UTL
Type of Utility Service: 16" PVC C900 DR 18 WL encased in 30" bored steel casing
Project Description:
Road Name(s): Ridgetop Rd, Satterwhite 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



Hays County Transportation Department

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(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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Utility Company Information:

Name: Goforth SUD
Address: 8900 Niederwald Strasse Kyle TX
Phone: 5123765695
Contact Name: Mario Tobias

Engineer / Contractor Information:

Name: Southwest Engineers, Inc.
Address: 307 St Lawrence St Gonzales TX 78629
Phone: 9797435609
Contact Name: Neal Goedrich

Hays County Information:

Utility Permit Number: TRN-2026-10976-UTL
Type of Utility Service: 16" PVC C900 DR 18 WL encased in 30" bored steel casing
Project Description:
Road Name(s): S. Turnersville Rd, Satterwhite 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 .

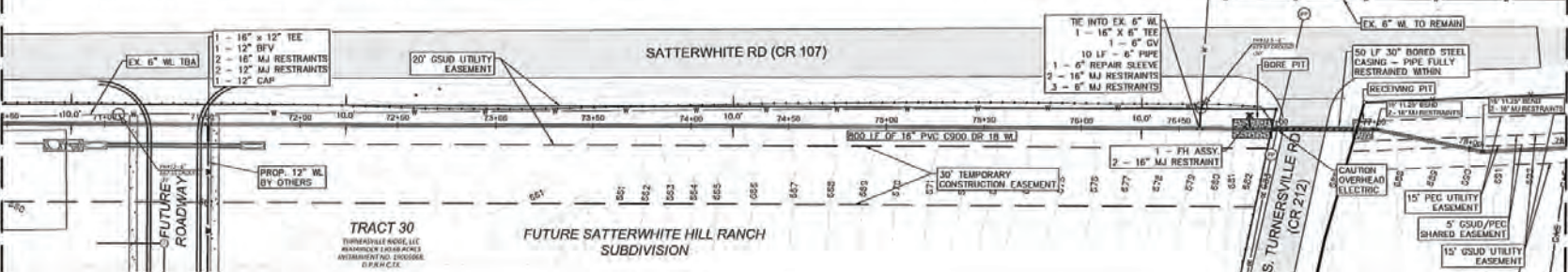
Signature

Title

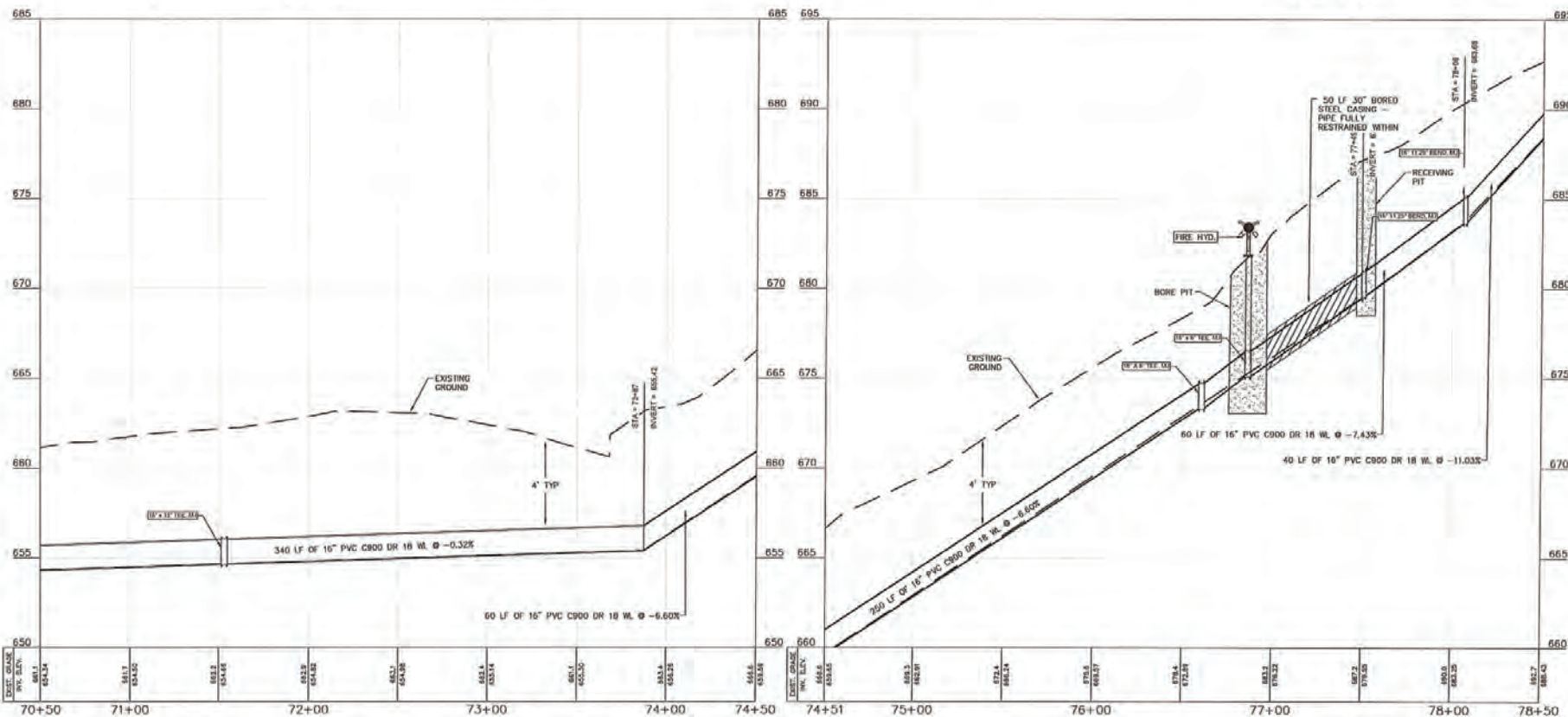
Date



MATCHLINE 70+50 SEE PP - 9



MATCHLINE 78+50 SEE PP - 11



NO.	REVISION	DATE

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NEAL H. GONZALES, P.E. FOR THE STATE OF TEXAS ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



GONZALES
307 Saint Lawrence Street
Gonzales, TX 78610
P: 512.672.7546 F: 512.672.2034
TBBPLS NO. P-1909
www.swengineers.com

SCALE: AS SHOWN
DRAWN BY: TWS DATE: 3/26
CHECKED BY: NRG DATE: 3/26

PLAN & PROFILE (STA: 70+50 - STA: 78+50)		PROJECT NO. 0092-099-23
SATTERWHITE RD. ~16" WATER LINE INSTALLATION		DRAWING NO. PP - 10
GOFORTH S.U.D.		SHEET 12 OF 22
BUDA, TEXAS		



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. ****

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 6/24/2026 .

Utility Company Information:

Name: Goforth SUD
Address: 8900 Niederwald Strasse Kyle TX
Phone: 5123765695
Contact Name: Mario Tobias

Engineer / Contractor Information:

Name: Southwest Engineers, Inc.
Address: 307 St Lawrence St Gonzales TX 78629
Phone: 9797435609
Contact Name: Neal Goedrich

Hays County Information:

Utility Permit Number: TRN-2026-10977-UTL
Type of Utility Service: 8" PVC C900 DR 18 WL encased in 16" bored steel casing
Project Description:
Road Name(s): Satterwhite 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



Hays County Transportation Department

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General Special Provisions:

1. Construction of this line will begin on or after 6/19/2026 .

Utility Company Information:

Name: Spectrum
Address: 810 W. Howard Ln Austin TX
Phone: 5122026334
Contact Name: Jesus Rangel

Engineer / Contractor Information:

Name: Entrust Solutions
Address: 1922 Dry Creek Way Suite 116 San Antonio TX 78259
Phone: 2104772137
Contact Name: Priscilla Gonzalez

Hays County Information:

Utility Permit Number: TRN-2026-11004-UTL
Type of Utility Service: Telecom
Project Description:
Road Name(s): Crosswinds PKWY, Unnamed Rd., Headwind WY
Subdivision: Crosswinds
Commissioner Precinct: 1

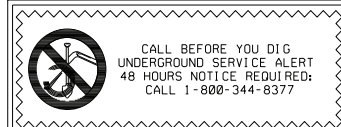
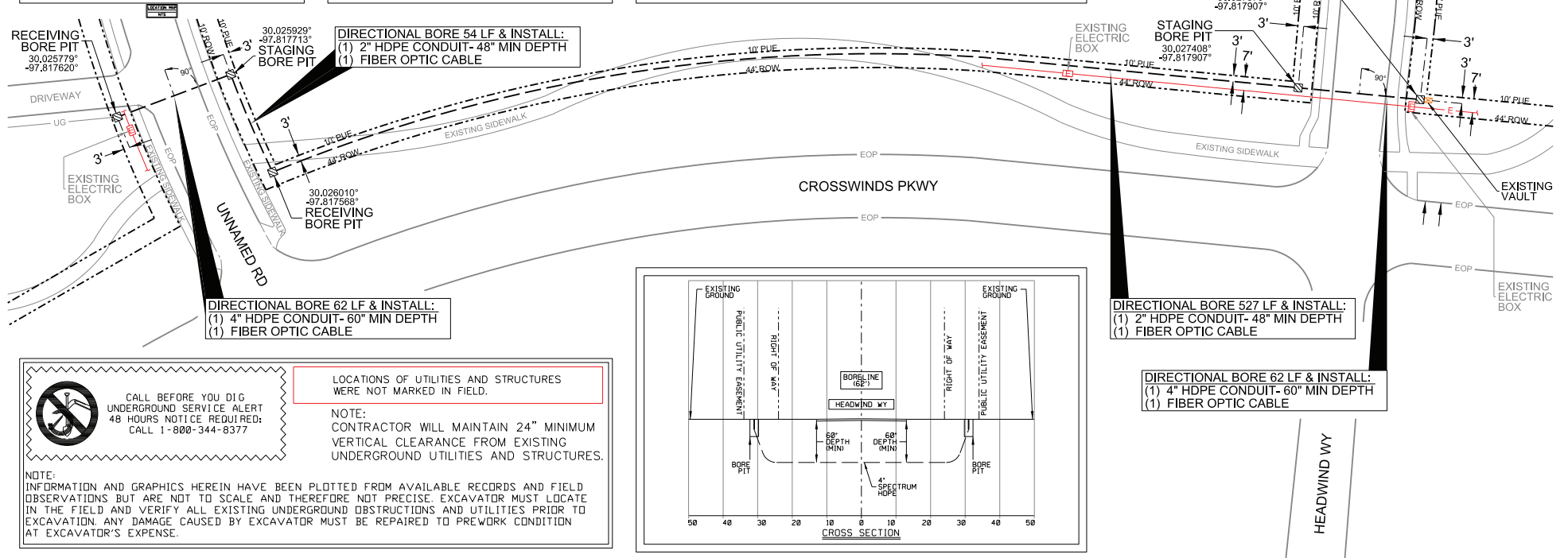
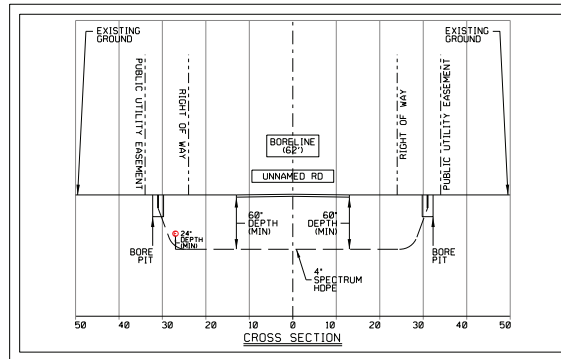
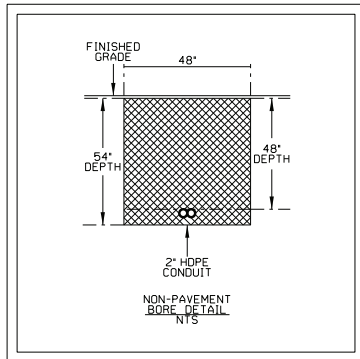
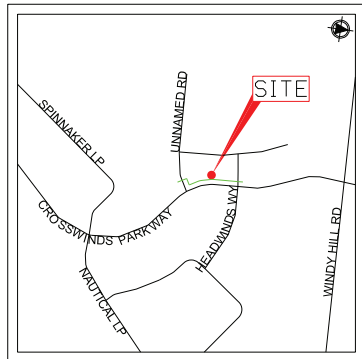
What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

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The above-mentioned permit was approved in Hays County Commissioners Court on .

Signature

Title

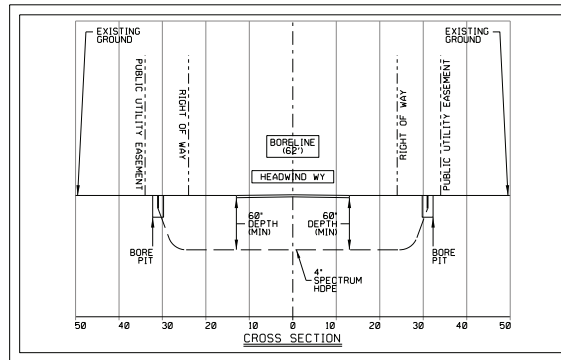
Date



LOCATIONS OF UTILITIES AND STRUCTURES WERE NOT MARKED IN FIELD.

NOTE:
CONTRACTOR WILL MAINTAIN 24" MINIMUM VERTICAL CLEARANCE FROM EXISTING UNDERGROUND UTILITIES AND STRUCTURES.

NOTE:
INFORMATION AND GRAPHICS HEREIN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT TO SCALE AND THEREFORE NOT PRECISE. EXCAVATOR MUST LOCATE IN THE FIELD AND VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. ANY DAMAGE CAUSED BY EXCAVATOR MUST BE REPAIRED TO PREWORK CONDITION AT EXCAVATOR'S EXPENSE.



Spectrum

PROJECT: TX DIR - CITY OF KYLE - 30 SITE ELAN-TX DIR - CITY OF KYLE @ 424 CROSS			
LOCATION: 424 CROSSWINDS PKWY			
DRAFT BY: DATE:	ENTRUST	04-03-2026	SCALE: NTS
PROJECT: COUNTY:	6330124	HAYS, TX	PAGE: 1 OF 1
APPLICATION: COUNTY PERMIT		APPROVED BY: J. SKINNER	

LEGEND		REVISIONS		PREPARED BY:
DATE	COMMENTS	DATE	COMMENTS	
- BORE PIT - TELECOM POLE - CONCRETE POLE - STEEL POLE - TRANSFORMER POLE - POWER POLE	- PEDESTAL - HANDHOLE - PULLBOX - W - WATER UTILITY - G - NATURAL GAS UTILITY - T - TELECOM UTILITY - E - ELECTRIC UTILITY - VAULT - OLT - POLE	- SS - SANITARY SEWER - STO - STORM SEWER - UG - UNDERGROUND - ROW - RIGHT OF WAY - PUE - PUBLIC UTILITY EASEMENT - EOP - EDGE OF PAVEMENT - EXISTING CURB	- DOWN GUY & ANCHOR - SIDEWALK GUY & ANCHOR - AERIAL NEW BUILD - AERIAL OVERLASH - NEW UNDERGROUND TRENCH - NEW UNDERGROUND BORE - PTC (PULL THROUGH)	



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Scot Woodland, Budget Officer

Sponsor: Commissioner Ingalsbe

Agenda Item:

Accept donations totaling \$27,600.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBEE/WOODLAND**

Summary:

The Hays County Child Protective Board has received \$27,600 in grants and contributions utilizing the county federal tax identification number as authorized.

- > \$25,000 - First Presbyterian Church
- > \$2,000 - St. Mark's Episcopal Church
- > \$600 - KT Fences

HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses:

- >Basic Clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by government programs
- >Provide support for CPS caseworkers' participation in professional training
- >Increase public awareness of child abuse

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-895-98-354.4610/5600

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments:

(\$27,600) - Increase Contributions 001-895-98-354.4610

\$27,600 - Increase Project Contributions Expense 001-895-98-354.5600

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, \$27,600 in Contributions

Comments:

Attachments

HCCPB Donation Letter



Hays County Child Protective Board

401 (C) Broadway
San Marcos, Texas 78666

Memorandum
June 3, 2026

To: Scot Woodland, Budget Officer
Hays County Budget Office
712 S. Stagecoach Trail, Ste. 1045
San Marcos, TX 78666

From: Mary Cauble, Treasurer
Hays County Child Protective Board
401 (C) Broadway
San Marcos, TX 78666

Subject: Acceptance of Grant Disbursement and Donations

As a result of a grant from the 1st Presbyterian Church and donations from KT Fences and St. Mark's Episcopal Church, the Hays County Child Protective Board has received the following enclosed checks and submits it to the County for pass through.

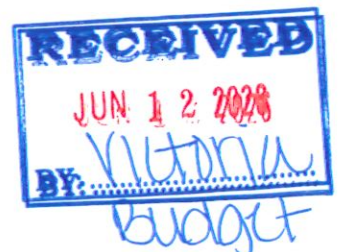
- \$ 25,000 1st Presbyterian Church
- \$ 2,000 St Mark's Episcopal Church
- \$ 600 KT Fences

Please let me know if you have any questions.

Your assistance is always very much appreciated.

Treasurer deposit to:
001-895-98-354.4610
will place on 7/7/26 CC agenda to
accept donation and pass thru.

Auditor process payment to:
001-895-98-354.5600





Hays County Commissioners Court

Date: 06/23/2026

Requested By: Jennifer Escobar, Hays County Tax Assessor-Collector

Sponsor: Judge Becerra

Agenda Item:

Authorize the Tax Assessor-Collector's Office to transfer existing funds in the amount of \$850.00 to Continuing Education for travel costs to attend the Tax Assessor-Collectors Association of Texas annual conference and amend the budget accordingly. **BECERRA/ESCOBAR**

Summary:

The Tax Collector-Assessor's Office is requesting to move \$850.00 from Office Supplies to Continuing Education to cover costs for attending the Tax Assessor-Collectors Association of Texas (TACA) Annual Conference in Waco, Texas.

Fiscal Impact:

Amount Requested: \$850

Line Item Number: 001-619-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: The Tax Office is moving budget internally between account lines. No additional funding needed.

(\$850) - Decrease Office Supplies 001-619-00.5211

\$850 - Increase Continuing Education 001-619-00.5551

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Conference Registration must follow the purchasing policy and travel must follow the travel policy

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?:

Comments:

Attachments

Budget Amendment Request

Line-item Budget Amendment

(*must be within the same category)

Date: June 12, 2026

Please make the following line-item transfer(s) to my departmental budget as stated below;

FUND: 001

DEPT: 619-00

	<u>ACCT. #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
From:	619-00-5211	Office Supplies	(850.00)
To:	619-00-5551	Continuing Education	850.00
To:			
Reason:	Cover travel costs for TACA Annual Conference in Waco, TX		
From:			
To:			
Reason:			



Signature

Elected Official/Department Head

(if emailing form, please type name in signature field – emails will only be accepted from elected officials/dept heads)

(*amendments between categories must be approved by the Court – submit agenda item to the County Judge's office)



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Receive Annual Road Reports for each Precinct. **INGALSBE/A.JONES**

Summary

The Hays County Transportation Department has submitted its annual road report, providing each precinct commissioner with an assessment of the current conditions of roads within their precincts. This evaluation will enable commissioners to identify necessary maintenance and improvement projects, ensuring the safety and efficiency of the county's transportation infrastructure.

Attachments

Road Report

COMMISSIONER'S ROAD REPORT - FY 2026

June 24, 2025

Precinct	Route	Subdivision	(100-pt. scale)	Overall Road		Cause of	Culvert Type	Bridge or (TXDOT: 8-pt. scale)	Overall Bridge Inspection Rating
				Damage	Road Length				
1	ANDERSON ACRES LANE	ANDERSON ACRES	94.47	Normal wear & tear	857				
1	ANTHER PARKWAY	ANTHER	99	Normal wear & tear	1,409				
2	CONSTITUTION WAY	ANTHER	99	Normal wear & tear	193				
2	EFFUSION DRIVE	ANTHER	99	Normal wear & tear	1,370				
1	APPALOOSA WAY	APPALOOSA ACRES	69.93	Normal wear & tear	2,187				
1	BENT TREE COURT	BENT TREE ESTATES	76.64	Normal wear & tear	2,215				
1	BERRY COURT	BENT TREE ESTATES	77	Normal wear & tear	244				
1	GREENHILL COURT	BENT TREE ESTATES	69.64	Normal wear & tear	539				
1	PORTER CREEK COURT	BENT TREE ESTATES	71.25	Normal wear & tear	394				
1	SHOOT OAKS	BENT TREE ESTATES	54.56	Normal wear & tear	3,196				
1	BRANCH VIEW DRIVE	BRANCHVIEW ADDITION	96	Normal wear & tear	934				
1	BUFFALO PASS	CIRCLE N RANCH	82.58	Normal wear & tear	2,937				
1	CATTLE BEND	CIRCLE N RANCH	96	Normal wear & tear	821				
1	COYOTE HOLLOW	CIRCLE N RANCH	96	Normal wear & tear	322				
1	LINDSPORN LOOP	CIRCLE N RANCH	96	Normal wear & tear	3,055				
1	RANCH HOUSE LOOP	CIRCLE N RANCH	80	Normal wear & tear	5,033				
1	RED FOX COURT	CIRCLE N RANCH	85.36	Normal wear & tear	210				
1	TWISTED CREEK	CIRCLE N RANCH	80	Normal wear & tear	4,568				
2	CORONADO LANE	CORONADO HILLS	82.78	Normal wear & tear	1,401				
1	DESERIN DRIVE	COTTONWOOD HOLLOW	82	Normal wear & tear	1,562				
1	DUNLAP CIRCLE	COTTONWOOD HOLLOW	83.99	Normal wear & tear	463				
1	SAVANNAH CIRCLE	COTTONWOOD HOLLOW	82.56	Normal wear & tear	466				
1	CREEKS LANDING DRIVE	CREEKS LANDING	21.48	Normal wear & tear	2,169				
1	JOE ROBINSON DRIVE	CREEKS LANDING	69.48	Normal wear & tear	1,837				
1	RAY BREEZE DRIVE	CROSSWINDS	100	Normal wear & tear	144				
1	BILLOWING WAY	CROSSWINDS	92.06	Normal wear & tear	734				
1	RESCATINE BAY BEND	CROSSWINDS	92.96	Normal wear & tear	1,132				
1	COMPASS LANE	CROSSWINDS	90.77	Normal wear & tear	461				
1	CORAL GATE TRAIL	CROSSWINDS	92.06	Normal wear & tear	643				
1	CROSSWINDS PARKWAY	CROSSWINDS	83.73	Normal wear & tear	2,426				
1	GULFSTREAM TRAIL	CROSSWINDS	92.06	Normal wear & tear	536				
1	HEADWIND WAY	CROSSWINDS	92.06	Normal wear & tear	830				
1	KNOTS LANDING	CROSSWINDS	90.77	Normal wear & tear	890				
1	NAUTICAL LOOP	CROSSWINDS	89.48	Normal wear & tear	4,486				
1	HELLMAN BAY CIRCLE	CROSSWINDS	90.77	Normal wear & tear	1,486				
1	SPINNAKER LOOP	CROSSWINDS	90.26	Normal wear & tear	4,226				
1	STANDARD LANE	CROSSWINDS	90.77	Normal wear & tear	435				
1	TAILWIND DRIVE	CROSSWINDS	90.77	Normal wear & tear	1,730				
1	TREASURE TROVE PATH	CROSSWINDS	92.96	Normal wear & tear	1,220				
1	WINGSWIFT WAY	CROSSWINDS	90.77	Normal wear & tear	1,278				
1	DOVE LANE	DOVE HILL ESTATES	81.28	Normal wear & tear	2,284				
1	CROSSINGBIRD LANE	DOVE HILL ESTATES	84.87	Normal wear & tear	698				
1	DOVE COVE (DOVE HILL ESTATES)(PCT. 1)	DOVE HILL ESTATES	84.84	Normal wear & tear	3,174				
1	RED BIRD TRAIL	DOVE HILL ESTATES	84.87	Normal wear & tear	1,459				
1	SWALLOW COURT	DOVE HILL ESTATES	89	Normal wear & tear	264				
1	CENTURION DRIVE	EAGLEPOINT	99.62	Normal wear & tear	468				
1	GRANDVIEW	EAGLEPOINT	51.62	Normal wear & tear	5,155				
1	VIEWPOINT DRIVE	EAGLEPOINT	75.76	Normal wear & tear	361				
1	COOL LANE	GOPORTH ESTATES	86	Normal wear & tear	3,993				
1	BREEZY CIRCLE	GOPORTH VILLAGE	96	Normal wear & tear	619				
1	MARSH DRIVE (PCT. 1)	GOPORTH VILLAGE	85.92	Normal wear & tear	3,145				
1	WEST COVE	GOPORTH VILLAGE	96	Normal wear & tear	258				
1	RAISIE WIND DRIVE	GOPORTH VILLAGE	91	Normal wear & tear	1,032				
1	ROCK COVE	GOPORTH VILLAGE	82.78	Normal wear & tear	325				
1	SEA COVE	GOPORTH VILLAGE	95.97	Normal wear & tear	169				
1	SUN COVE	GOPORTH VILLAGE	96	Normal wear & tear	227				
1	TUMBLEWEED TRAIL	GOPORTH VILLAGE	95.97	Normal wear & tear	1,638				
1	WHISPER CIRCLE	GOPORTH VILLAGE	95.97	Normal wear & tear	422				
1	WINNY HOLLOW LANE	GOPORTH VILLAGE	95.97	Normal wear & tear	1,570				
1	BOGAR PATH	GREAT HILLS	88.5	Normal wear & tear	1,170				
1	GEOR DRIVE	GREAT HILLS	88.5	Normal wear & tear	534				
1	DOUGLESS PASS	GREAT HILLS	88.5	Normal wear & tear	2,836				
1	FATE COURT	GREAT HILLS	85	Normal wear & tear	90				
1	FAT COURT	GREAT HILLS	88.5	Normal wear & tear	135				
1	EMERY COURT	GREAT HILLS	88.5	Normal wear & tear	327				
1	LOOPY LOOP	GREAT HILLS	85	Normal wear & tear	1,118				
1	HAILEY WAY	GREAT HILLS	88.5	Normal wear & tear	412				
1	MERCERS LANE	GREAT HILLS	80.5	Normal wear & tear	828				
1	PEAK LANE	GREAT HILLS	83.26	Normal wear & tear	432				
1	RAILYARD DRIVE	GREAT HILLS	84.5	Normal wear & tear	5,412				
1	RUGER RUN	GREAT HILLS	84.5	Normal wear & tear	313				
1	SADIE HOLLOW	GREAT HILLS	91	Normal wear & tear	112				
1	SHASTA COWE	GREAT HILLS	85	Normal wear & tear	181				
1	STAG HORN PASS	GREAT HILLS	82	Normal wear & tear	3,182				
1	STORM COURT	GREAT HILLS	88.5	Normal wear & tear	296				
1	TAMIE DRIVE	GREAT HILLS	84.5	Normal wear & tear	258				
1	WATERFALL LANE	GREAT HILLS	83.5	Normal wear & tear	1,122				
1	ANNA DRIVE	GREEN PASTURES	65.51	Normal wear & tear	449				
1	BLUEBONNET WAY	GREEN PASTURES	86	Normal wear & tear	897				
1	CHRISTOPHER DRIVE	GREEN PASTURES	88.5	Normal wear & tear	801				
1	CONNECTOR ROAD	GREEN PASTURES	71	Normal wear & tear	546				
1	COUNTRY LANE (PCT. 1)	GREEN PASTURES	83.5	Normal wear & tear	2,973				
1	DETHILL CAUSEWAY	GREEN PASTURES	81	Normal wear & tear	6,415				
1	DICKERSON ROAD	GREEN PASTURES	81	Normal wear & tear	5,677				
1	DOGWOOD TRAIL	GREEN PASTURES	87.5	Normal wear & tear	1,685				
1	GREEN PASTURES DRIVE	GREEN PASTURES	81	Normal wear & tear	8,436				
1	GREENFIELD ROAD	GREEN PASTURES	79.5	Normal wear & tear	4,139				
1	HANDEL DRIVE	GREEN PASTURES	86	Normal wear & tear	2,375				
1	JENNIFER DRIVE	GREEN PASTURES	86	Normal wear & tear	2,417				
1	LAKELAND DRIVE	GREEN PASTURES	91	Normal wear & tear	450				
1	LAWSDALE ROAD	GREEN PASTURES	83.5	Normal wear & tear	1,736				
1	ULAC WAY	GREEN PASTURES	44.5	Normal wear & tear	7,481				
1	HULLER LANE (GREEN PASTURES)(PCT. 1)	GREEN PASTURES	81.5	Normal wear & tear	830				
1	SKYVIEW TERRACE	GREEN PASTURES	78.5	Normal wear & tear	3,533				
1	SPARROW LANE	GREEN PASTURES	88.5	Normal wear & tear	2,044				
1	SUNNY DRIVE	GREEN PASTURES	82	Normal wear & tear	7,477				
1	THUNDERHEAD ROAD	GREEN PASTURES	85	Normal wear & tear	2,956				
1	TRIETOP LANE	GREEN PASTURES	88	Normal wear & tear	452				
1	VALLEY VIEW DRIVE	GREEN PASTURES	88.5	Normal wear & tear	898				
1	WILLOW TERRACE	GREEN PASTURES	81.5	Normal wear & tear	1,645				
1	CRESTMONT LANE	HIGH MEADOWS	87.22	Normal wear & tear	1,692				
1	GRASSLAND LANE	HIGH MEADOWS	87.22	Normal wear & tear	1,890				
1	HIGH MEADOWS LANE	HIGH MEADOWS	81.03	Normal wear & tear	1,472				
1	MILD WAY	HIGH MEADOWS	89.38	Normal wear & tear	1,139				
1	KIDGEMONY LANE	HIGH MEADOWS	89.38	Normal wear & tear	1,344				
1	WHEATFIELD WAY	HIGH MEADOWS	89.38	Normal wear & tear	1,719				
1	KRISTEN DRIVE	HIGH MEADOWS SECT 3 - AVERY PARK	96.16	Normal wear & tear	773				
1	NICHOLLE COVE	HIGH MEADOWS SECT 3 - AVERY PARK	96.16	Normal wear & tear	1,114				
1	RAYMOND DRIVE	HIGH MEADOWS SECT 3 - AVERY PARK	96.16	Normal wear & tear	1,512				
1	SHERAN COURT	HIGH MEADOWS SECT 3 - AVERY PARK	96.16	Normal wear & tear	421				
1	SHERBET DRIVE	HIGH MEADOWS SECT 3 - AVERY PARK	96.16	Normal wear & tear	6,296				
1	TERRY COVE	HIGH MEADOWS SECT 3 - AVERY PARK	96.16	Normal wear & tear	345				
1	TERRO VISTA DRIVE	HILLSDALE VILLAGE	91.39	Normal wear & tear	1,056				
1	HUBER LANE	HUBER ESTATES	66.36	Normal wear & tear	2,164				
1	HUBER COURT	HUBER ESTATES	79.5	Normal wear & tear	388				
1	THOMAS PLACE	HUBER ESTATES	79.5	Normal wear & tear	402				
1	ALTEIRA WAY	HYMADOWS	100	Normal wear & tear	972				
1	BRIGHT FLORA TRAIL	HYMADOWS	100	Normal wear & tear	532				
1	DELTA CREST	HYMADOWS	100	Normal wear & tear	1,645				
1	HAYWOOD HANOR	HYMADOWS	100	Normal wear & tear	242				
1	HEATHER GLEN WAY	HYMADOWS	100	Normal wear & tear	546				
1	HIDDEN BRANCH	HYMADOWS	100	Normal wear & tear	124				
1	LIVING REEF DRIVE	HYMADOWS	100	Normal wear & tear	639				
1	YENNEST TRAIL	HYMADOWS	100	Normal wear & tear	1,032				
1	WHITE DUNES DRIVE	HYMADOWS	100	Normal wear & tear	474				
1	MARKS WAY	KAI VISTA	86	Normal wear & tear	2,395				
1	MONT ZION	KAI VISTA	88.5	Normal wear & tear	489				
1	PEGGY'S COVE	KAI VISTA	88.5	Normal wear & tear	710				
1	PEGGY'S TRAIL	KAI VISTA	87.5	Normal wear & tear	1,587				
1	PETRAS COVE	KAI VISTA	91	Normal wear & tear	312				
1	PETRAS WAY	KAI VISTA	84.5	Normal wear & tear	7,548				
1	STEPHANIES TRAIL	KAI VISTA	86	Normal wear & tear	2,331				
1	BIG SANDY DRIVE	MEADOW VISTA	80	Normal wear & tear	1,799				
1	CHERRY BLOSSOM COURT	NORTHPOINT	84.97	Normal wear & tear	1,253				
1	GARDEN WAY	NORTHPOINT	81.13	Normal wear & tear	878				
1	GREEN LEAF	NORTHPOINT	89.86	Normal wear & tear	318				
1	LEGISTRAIL COURT	NORTHPOINT	84.34	Normal wear & tear	261				
1	NORTHPOINT DRIVE	NORTHPOINT	86.27	Normal wear & tear	2,317				
1	PEACH BLOSSOM COURT	NORTHPOINT	88.35	Normal wear & tear	433				
1	ROSEWOOD	NORTHPOINT	84.56	Normal wear & tear	2456				
1	SOUTHPOINT DRIVE	NORTHPOINT	88.35	Normal wear & tear	2,316				
1	WYAND DRIVE	OKMONT ESTATES	96	Normal wear & tear	1,960				
1	PARK SOUTH DRIVE	PARK SOUTH	87.7	Normal wear & tear	2,377				
1	COFFEE ROAD	POSEY ROAD RANCH ESTATES	98.14	Normal wear & tear	1,193				
1	FORD ROAD	POSEY ROAD RANCH ESTATES	96.77	Normal wear & tear	461				
1	WALKER ROAD	POSEY ROAD RANCH ESTATES	96.77	Normal wear & tear	977				
1	ROGIE DRIVE	QUAL HOLLOW	92.1	Normal wear & tear	1,136				
1	RIDGEVIEW DRIVE	RIDGEVIEW ESTATES	96	Normal wear & tear	1,129				
1	DEANE ROAD	RIVER HILLS	82.52	Normal wear & tear	224				
1	PICASSO DRIVE	RIVER HILLS	86.97	Normal wear & tear	4,223				
1	RIVER HILLS DRIVE	RIVER HILLS	74.3	Normal wear & tear	5,334				
1	RUZE STREET	RIVER HILLS	88.6	Normal wear & tear	321				
1	BLACKBIRD LANE	ROLLING HILLS	79	Normal wear & tear	1,709				
1	BLUE JAY STREET	ROLLING HILLS	87	Normal wear & tear	915				
1	HOWARD LANE	ROLLING HILLS	69	Normal wear & tear	2,084				
1	HOCKINGBIRD STREET	ROLLING HILLS	86	Normal wear & tear	812				
1	PAISIE CIRCLE	ROLLING HILLS	81	Normal wear & tear	1,567				
1	QUAIL HILL	ROLLING HILLS	87	Normal wear & tear	561				
1	QUAIL RUN	ROLLING HILLS	81.5	Normal wear & tear	6,726				
1	RED BIRD DRIVE	ROLLING HILLS	87	Normal wear & tear	618				
1	ROLLING HILLS DRIVE (ROLLING HILLS)(PCT. 2)	ROLLING HILLS	81.5	Normal wear & tear					

1	GLOBE MALLOW CIRCLE	TRAILS AT WINDY HILL	90	Normal wear & tear	1,366		
1	MOUNTAIN PEA ROAD	TRAILS AT WINDY HILL	90	Normal wear & tear	143		
1	WINDMILL PALM DRIVE	TRAILS AT WINDY HILL	90	Normal wear & tear	1,722		
1	ARROYO SWEET CIRCLE	TRAILS AT WINDY HILL	90	Normal wear & tear	931		
1	GLADIOSA LOOP	TRAILS AT WINDY HILL	90	Normal wear & tear	3,596		
1	GALANTHUS COURT	TRAILS AT WINDY HILL	90	Normal wear & tear	216		
1	GALATHEA COVE	TRAILS AT WINDY HILL	90	Normal wear & tear	369		
1	GULBINE COVE	TRAILS AT WINDY HILL	90	Normal wear & tear	249		
1	TEXAS PALMETTO COURT	TRAILS AT WINDY HILL	90	Normal wear & tear	1,040		
1	LAUREL ROAD	THE FARMS	50.83	Normal wear & tear	1,222		
1	BONANZA STREET	THE RANCH @PORTER CREEK	77.27	Normal wear & tear	1,957		
1	ANDREWS CROSSING		86.03	Normal wear & tear	1,296		
1	REBECK INN ROAD (CR270)		87.88	Normal wear & tear	4,546		
1	BEER ROAD (CR122)(PCT. 3)		50.28	Normal wear & tear	840		
1	BUNTON LANE (CR115)(PCT. 1)		56.59	Normal wear & tear	8,380		
1	CENTERPOINT ROAD (CR234)(PCT. 1)		68.1	Normal wear & tear	20,170	1st & 2nd phases	6
1	CIVIC CENTER LANE		49.31	Normal wear & tear	4,170		
1	COTTON GIN ROAD (CR129)		56.26	Normal wear & tear	17,642		
1	COUNTY ROAD 158		45.18	Normal wear & tear	18,123		
1	COUNTY ROAD 201		78	Normal wear & tear	1,000		
1	DACY LANE (CR205)(PCT. 1)		58.73	Normal wear & tear	7,974		
1	DARTY ROAD (CR115)		56.7	Normal wear & tear	4,119		
1	DRIVE DRIVE (CR203)		81.44	Normal wear & tear	3,416		
1	EL CARINO WAY		82.78	Normal wear & tear	2,917		
1	ENGLEAVE ROAD (CR300)		11.5	Normal wear & tear	5,229		
1	FOSTER PLACE (CR125)		69.48	Normal wear & tear	2,228		
1	FRANCIS HARRIS LANE (CR265)		51.99	Normal wear & tear	21,064		
1	GOGORTH ROAD (CR157)(PCT. 3)		56.18	Normal wear & tear	24,030		
1	GRAY ROAD (CR302)		88.1	Normal wear & tear	1,091		
1	GREAT HILL ROAD (CR153)		81.5	Normal wear & tear	12,400		
1	HARRIS HILL ROAD (CR160)		99.41	Normal wear & tear	16,390		
1	HATTERS COVE		84	Normal wear & tear	968		
1	HEIDENREICH LANE (CR152)(PCT. 1)		78.83	Normal wear & tear	4,515	1st phase only	7
1	HIGH ROAD (CR237)(PCT. 1)		41.57	Normal wear & tear	2,213		
1	HORACE HOWARD DRIVE		99.61	Normal wear & tear	4,908		
1	KAT VISTA DRIVE		85	Normal wear & tear	2,696		
1	LONG LANE (CR128)		71.29	Normal wear & tear	5,991		
1	LOVELAND LANE		57.16	Normal wear & tear	1,908		
1	MARTIN CHURCH ROAD (CR131)		81.5	Normal wear & tear	2,331		
1	MATHIAS LANE (CR121)		74.07	Normal wear & tear	14,723		
1	MCCARTHY LANE EAST (CR272)(PCT. 1)		80.23	Normal wear & tear	5,124		
1	OLD BAY HOP HIGHWAY (CR260)		61.89	Normal wear & tear	30,800	2nd phase only	7
1	OLD MARTINDALE ROAD (CR295)		87.29	Normal wear & tear	7,344	1st phase only	6
1	OLD SPANISH TRAIL SOUTH (CR305)(PCT. 1)		43.5	Normal wear & tear	2,432		
1	PALOMINO ROAD (CR124)		74.21	Normal wear & tear	4,574		
1	PEACEFUL VALLEY ROAD		74.51	Normal wear & tear	2,763		
1	PLUM CREEK ROAD SOUTH (CR156)		77	Normal wear & tear	6,059		
1	POST ROAD (CR255)(PCT. 1)		78.77	Normal wear & tear	6,290		
1	RATTLER ROAD		57.4	Normal wear & tear	2,479		
1	REINWOOD ROAD (CR120)		93.98	Normal wear & tear	3,030		
1	RHODE ROAD (CR126)		71.03	Normal wear & tear	7,610		
1	SCHUBERT LANE (CR121)		60.77	Normal wear & tear	17,460		
1	SEVENTH ROAD		83.5	Normal wear & tear	3,240		
1	SHILOH ROAD (CR161)		63.52	Normal wear & tear	505		
1	SHILLY ACRES DRIVE		89.68	Normal wear & tear	1,430		
1	WENDY HILL ROAD (CR131)(PCT. 1)		65.45	Normal wear & tear	1,630		
1	LAURENCE ROAD (CR139)		67.13	Normal wear & tear	1,365		
1	YORK CREEK ROAD (CR262)(PCT. 1)		59.98	Normal wear & tear	13,900		
					677,318	128.28	
2	PALLING RIVER RUN	6 CREEKS	100	Normal wear & tear	767		
2	JACKSON RIVER LOOP	6 CREEKS	100	Normal wear & tear	23,276		
2	SKIP ROCK DRIVE	6 CREEKS	100	Normal wear & tear	446		
2	CALDERON STREET	BRUSHY CREEK	72.38	Normal wear & tear	1,876		
2	LANES LANE	BRUSHY CREEK	69.34	Normal wear & tear	1,030		
2	MEYERS ROAD	BRUSHY CREEK	68.38	Normal wear & tear	2,393		
2	YORK DRIVE	COUNTRY RIDGE	72.87	Normal wear & tear	1,863		
2	BUFFLEHEAD STREET	CROSSHOUSE RANCH ESTATES	79.07	Normal wear & tear	1,918		
2	FLICKER CIRCLE	CROSSHOUSE RANCH ESTATES	71.91	Normal wear & tear	1,674		
2	HERBAMER STREET	CROSSHOUSE RANCH ESTATES	74.79	Normal wear & tear	1,547		
2	PANTAL STREET	CROSSHOUSE RANCH ESTATES	81.26	Normal wear & tear	408		
2	SCALP STREET	CROSSHOUSE RANCH ESTATES	1	Normal wear & tear	469		
2	SHOWELER STREET	CROSSHOUSE RANCH ESTATES	79.07	Normal wear & tear	3,590		
2	TEAL LANE	CROSSHOUSE RANCH ESTATES	82.87	Normal wear & tear	1,570		
2	WIGGON STREET	CROSSHOUSE RANCH ESTATES	82.43	Normal wear & tear	2,481		
2	WIGGON DRIVE	EMMA PARK	100	Normal wear & tear	1,473		
2	SCHRAMER DRIVE	EMMA PARK	100	Normal wear & tear	1,346		
2	STAGLING STREET	EMMA PARK	100	Normal wear & tear	761		
2	JOCKS BARN BOULEVARD	EMMA PARK	100	Normal wear & tear	562		
2	CIRCLE DRIVE (PCT. 2)	HILLSIDE TERRACE	29.02	Normal wear & tear	2,602		
2	GENESE ALVA DRIVE	HILLSIDE TERRACE	84.14	Normal wear & tear	1,590		
2	HILLSIDE DRIVE (PCT. 2)	HILLSIDE TERRACE	76.63	Normal wear & tear	1,147		
2	HOFFMAN DRIVE	HILLSIDE TERRACE	79.39	Normal wear & tear	1,496		
2	ONOK DRIVE	HILLSIDE TERRACE	74.79	Normal wear & tear	2,310		
2	LOVE DRIVE	HILLSIDE TERRACE	81.23	Normal wear & tear	1,616		
2	MAIN STREET	HILLSIDE TERRACE	74.79	Normal wear & tear	2,610		
2	REGINA DRIVE	HILLSIDE TERRACE	74.79	Normal wear & tear	2,396		
2	SUFFIELD DRIVE	HILLSIDE TERRACE	18.94	Normal wear & tear	2,618		
2	SUNSHINE DRIVE	HILLSIDE TERRACE	74.79	Normal wear & tear	933		
2	CALLE ALTA ROAD	MARTINEZ ADDITION	86.14	Normal wear & tear	275		
2	CRYSTAL MEADOW DRIVE	NEW PCT 2 BUILDING ROAD	79.8	Normal wear & tear	2,072		
2	OLD WEST TRAIL	OLD WEST TRAILS	77.84	Normal wear & tear	1,100		
2	HADLEY BLANETT TRAIL	OLD WEST TRAILS	69.18	Normal wear & tear	991		
2	ALBANY CROSS CIRCLE	SHADOW CREEK	84.24	Normal wear & tear	1,602		
2	BLACKTOP PLAINS ROAD	SHADOW CREEK	87.33	Normal wear & tear	1,009		
2	BLACK CAP RUN	SHADOW CREEK	93.59	Normal wear & tear	1,628		
2	BLACK FOREST ROAD	SHADOW CREEK	78.09	Normal wear & tear	450		
2	BRANDONS WAY	SHADOW CREEK	88.1	Normal wear & tear	2,664		
2	COACH DRIVE	SHADOW CREEK	77.91	Normal wear & tear	2,893		
2	CORVID DRIVE	SHADOW CREEK	96.44	Normal wear & tear	2,481		
2	CARK HORSE LANE	SHADOW CREEK	77.93	Normal wear & tear	292		
2	DESERT EAGLE	SHADOW CREEK	82.51	Normal wear & tear	1,350		
2	DESERT SPRINGS CIRCLE	SHADOW CREEK	92.68	Normal wear & tear	1,203		
2	DIAMONDBACK COVE	SHADOW CREEK	81.24	Normal wear & tear	1,960		
2	DRAGON RIDGE DRIVE	SHADOW CREEK	82.64	Normal wear & tear	2,463		
2	EAGLE BROOK LANE	SHADOW CREEK	84.24	Normal wear & tear	1,435		
2	HERON DRIVE	SHADOW CREEK	84.99	Normal wear & tear	760		
2	HUNTER CREEK CIRCLE	SHADOW CREEK	82.64	Normal wear & tear	970		
2	JACK RABBIT LANE	SHADOW CREEK	77.91	Normal wear & tear	3,008		
2	KINGS RIDGE DRIVE	SHADOW CREEK	78.05	Normal wear & tear	738		
2	LINEROCK ROAD	SHADOW CREEK	84.64	Normal wear & tear	6,209		
2	MARSH LANE	SHADOW CREEK	69.42	Normal wear & tear	673		
2	MOODY ROAD	SHADOW CREEK	84.58	Normal wear & tear	6,023		
2	PAINTED DESERT LANE	SHADOW CREEK	84.64	Normal wear & tear	2,800		
2	PURPLE CREEK LANE	SHADOW CREEK	84.71	Normal wear & tear	2,825		
2	QUARTER AVENUE	SHADOW CREEK	77.93	Normal wear & tear	1,163		
2	SAMBAR DRIVE	SHADOW CREEK	83.94	Normal wear & tear	868		
2	SHADOW CREEK BOULEVARD	SHADOW CREEK	74.05	Normal wear & tear	5,909		
2	SLOAN ROAD	SHADOW CREEK	82.51	Normal wear & tear	291		
2	SPANISH TRAILS BOULEVARD	SHADOW CREEK	92.14	Normal wear & tear	1,191		
2	TSUMAMI ROAD	SHADOW CREEK	80.81	Normal wear & tear	479		
2	TWISTED OAKS LANE	SHADOW CREEK	85.13	Normal wear & tear	1,329		
2	WESTAL ROAD	SHADOW CREEK	85.16	Normal wear & tear	690		
2	WILDFIRE COVE	SHADOW CREEK	84.71	Normal wear & tear	1,556		
2	WOODSON TRAIL	STONEFIELD	96	Normal wear & tear	1,737		
2	ALABASTER DRIVE	STONEFIELD	96	Normal wear & tear	494		
2	ANDRESITE TRAIL	STONEFIELD	90.77	Normal wear & tear	1,121		
2	BRECCIA COVE	STONEFIELD	98	Normal wear & tear	875		
2	CALUMET TRAIL	STONEFIELD	88.2	Normal wear & tear	1,782		
2	CORAL STONE TRAIL	STONEFIELD	98	Normal wear & tear	2,040		
2	DOLDRITE DRIVE	STONEFIELD	98	Normal wear & tear	2,951		
2	EMERALD GREEN TRAIL	STONEFIELD	90.77	Normal wear & tear	2,293		
2	LASSSTONE TRAIL	STONEFIELD	98	Normal wear & tear	473		
2	FOSSILSTONE TRAIL	STONEFIELD	97.83	Normal wear & tear	1,290		
2	GREENBLAK STREET	STONEFIELD	89.28	Normal wear & tear	2,778		
2	JASPER TRAIL	STONEFIELD	97.83	Normal wear & tear	1,650		
2	MARLBONE TRAIL	STONEFIELD	98	Normal wear & tear	2,317		
2	MOONSTONE TRAIL	STONEFIELD	98.06	Normal wear & tear	155		
2	MED MORGANITE TRAIL	STONEFIELD	98	Normal wear & tear	549		
2	MANISTINE TRAIL	STONEFIELD	97.83	Normal wear & tear	225		
2	SHALE CIRCLE	STONEFIELD	98	Normal wear & tear	2,543		
2	SHELLSTONE TRAIL	STONEFIELD	97.83	Normal wear & tear	618		
2	STONEFIELD TRAIL	STONEFIELD	88.41	Normal wear & tear	2,869		
2	TANZANITE CIRCLE	STONEFIELD	90.77	Normal wear & tear	935		
2	TRANSCIENT TRAIL	STONEFIELD	97.83	Normal wear & tear	829		
2	VERMILLION MARBLE TRAIL	STONEFIELD	97.83	Normal wear & tear	1,026		
2	WAGAROA LOOP	SUNFIELD	92.06	Normal wear & tear	2,276		
2	ARROWWOOD DRIVE	SUNFIELD	92.06	Normal wear & tear	1,461		
2	ALVA DRIVE	SUNFIELD	82.58	Normal wear & tear	406		
2	BAVELA LANE	SUNFIELD	97.23	Normal wear & tear	7,462		
2	BETTON LOOP	SUNFIELD	92.06	Normal wear & tear	1,441		
2	BRAXIL DRIVE	SUNFIELD	92.06	Normal wear & tear	437		
2	CAMPO DEL SOL PARKWAY	SUNFIELD	92.06	Normal wear & tear	90		
2	CRUDO DRIVE	SUNFIELD	92.06	Normal wear & tear	82.97		
2	CORAL BERRY DRIVE	SUNFIELD	92.06	Normal wear & tear	90		
2	DANDY DRIVE	SUNFIELD	82.97	Normal wear & tear	430		
2	ESPERANZA DRIVE	SUNFIELD	92.06	Normal wear & tear	568		
2	EVERGLADE DRIVE	SUNFIELD	90.77	Normal wear & tear	1,055		
2	FERN DRIVE	SUNFIELD	92.06	Normal wear & tear	219		
2	FIRE CRACKER DRIVE	SUNFIELD	86.04	Normal wear & tear	1,199		
2	FIRETHORN DRIVE	SUNFIELD	90.77	Normal wear & tear	990		
2	FLATWOODS DRIVE	SUNFIELD	92.06	Normal wear & tear	5,534		
2	GOGORTH STREET EAST	SUNFIELD	90	Normal wear & tear	505		
2	HAZY SUNSHINE WAY	SUNFIELD	82.97	Normal wear & tear	686		
2	JOSEPH DRIVE	SUNFIELD	92.06	Normal wear & tear	649		
2	KERR DRIVE	SUNFIELD	92.06	Normal wear & tear	2,676		
2	JACK OAK DRIVE	SUNFIELD	92.06	Normal wear & tear	1,419		
2	LAVENDER LANE	SUNFIELD	82.97	Normal wear & tear	1,390		
2	LEADTREE LOOP	SUNFIELD	92.06	Normal wear & tear	794		
2	LYNN CREST BEND	SUNFIELD	82.97	Normal wear & tear	1,047		
2	LYNE LEAF DRIVE	SUNFIELD	92.06	Normal wear & tear	1,386		
2	MARTHA DRIVE	SUNFIELD	92.06	Normal wear & tear	2,997		
2	MAXIMILLION LANE	SUNFIELD	93.34	Normal wear & tear	314		
2	MICHAELAKIN TRAIL	SUNFIELD	82.97	Normal wear & tear	2,006		
2	MICHAELAKIN TRAIL	SUNFIELD	82.97	Normal wear & tear	779		
2	MOCKARD HILL TRAIL	SUNFIELD	92.06	Normal wear & tear	265		
2	MULK DRIVE	SUNFIELD	92.06	Normal wear & tear	905		
2	PARKROSE DRIVE	SUNFIELD	92.06	Normal wear & tear	1,436		
2	PINE ARBOR PASS	SUNFIELD	82.97	Normal wear & tear	1,813		
2	PINE VIEW PASS	SUNFIELD	82.97	Normal wear & tear	6,764	1st phase only	7
2	RAYBURN DRIVE	SUNFIELD	92.06	Normal wear & tear	290		
2	RAZMATAZZ TRAIL	SUNFIELD	92.06	Normal wear & tear	1,107		
2	ROUGH LEAF DRIVE	SUNFIELD	92.06	Normal wear & tear	1,433		
2	SANDWICH OAK STREET	SUNFIELD					

2	TURNERSVILLE ROAD SOUTH (CR106)		67.67	Normal wear & tear	5,212
2	TURNERSVILLE ROAD SOUTH (CR213)		72.08	Normal wear & tear	5,240
2	WILLIAMSON ROAD (CR120)		65.21	Normal wear & tear	10,402
2	WINDY HILL ROAD (CR131)(PCT. 2)		67.13	Normal wear & tear	
					303,125 \$7.45
3	BAUD EAGLE LANE	6 CREEKS	100	Normal wear & tear	213
3	COLD RIVER RUN	6 CREEKS	100	Normal wear & tear	2,444
3	COYOTE CREEK WAY	6 CREEKS	100	Normal wear & tear	3,245
3	EAGLE FORD DRIVE	6 CREEKS	100	Normal wear & tear	1,546
3	FAWN RIVER RUN	6 CREEKS	100	Normal wear & tear	686
3	FISH CREEK LANE	6 CREEKS	100	Normal wear & tear	155
3	IRON CREEK WAY	6 CREEKS	100	Normal wear & tear	484
3	LEFT FORK DRIVE	6 CREEKS	100	Normal wear & tear	616
3	HILL CREEK WAY	6 CREEKS	100	Normal wear & tear	310
3	MINERAL RIVER LOOP	6 CREEKS	100	Normal wear & tear	826
3	PAINTED CREEK WAY	6 CREEKS	100	Normal wear & tear	2,667
3	RIO BLANCO WAY	6 CREEKS	100	Normal wear & tear	2,635
3	SILVER PASS	6 CREEKS	100	Normal wear & tear	1,118
3	THREE FORKS DRIVE	6 CREEKS	100	Normal wear & tear	241
3	TROUT RIVER ROAD	6 CREEKS	100	Normal wear & tear	155
3	WADING RIVER LANE	6 CREEKS	100	Normal wear & tear	413
3	WARM SPRINGS LANE	6 CREEKS	100	Normal wear & tear	215
3	WEST BANCOS LANE	6 CREEKS	100	Normal wear & tear	1,276
3	ARROYO RANCHO ROAD	ARROYO RANCHO	91.52	Normal wear & tear	4,102
3	AVENIDA BRISA FRESCA	ARROYO	96.5	Normal wear & tear	372
3	AVENIDA TEJAS	ARROYO RANCHO	96.5	Normal wear & tear	430
3	BELLA VISTA CIRCLE	ARROYO RANCHO	96.5	Normal wear & tear	4,846
3	CALLE LARGO	ARROYO RANCHO	99	Normal wear & tear	936
3	CALLE REAL	ARROYO RANCHO	96.5	Normal wear & tear	323
3	CAMPO DE ORO	ARROYO RANCHO	96.5	Normal wear & tear	410
3	BACOSUS ROAD	BACOSUS ESTATES	83.51	Normal wear & tear	502
3	BLUE SKY LANE	BIG SKY RANCH	97.6	Normal wear & tear	3,323
3	NOODNANCE TRAIL	BIG SKY RANCH	91.78	Normal wear & tear	713
3	STARLIGHT TRAIL	BIG SKY RANCH	91.78	Normal wear & tear	1,031
3	HOMESTEAD ROAD	BLANCO RIVER CROSSING	95	Normal wear & tear	2,619
3	OKA THicket	BLANCO RIVER CROSSING	95	Normal wear & tear	217
3	OLD SETTLER ROAD	BLANCO RIVER CROSSING	91.5	Normal wear & tear	1,235
3	RIO ZOBLES	BLANCO RIVER CROSSING	99	Normal wear & tear	493
3	STAGELINE DRIVE	BLANCO RIVER CROSSING	96.5	Normal wear & tear	1,397
3	TOLTEC COVE	BLANCO RIVER CROSSING	99	Normal wear & tear	193
3	TONGAWA COVE	BLANCO RIVER CROSSING	95	Normal wear & tear	250
3	BOX CANYON ROAD (CR287)	BOX CANYON	91.05	Normal wear & tear	3,676
3	BARTON ROAD	BRIARWOOD	99	Normal wear & tear	659
3	COHEN WAY	BRIARWOOD	96.5	Normal wear & tear	621
3	BRIDLEGATE CIRCLE	BRIDLEWOOD RANCHES	74	Normal wear & tear	1,593
3	BRIDLEWOOD RANCHES DRIVE	BRIDLEWOOD RANCHES	74	Normal wear & tear	11,480
3	STEERBROOK DRIVE	BRIDLEWOOD RANCHES	74	Normal wear & tear	4,618
3	CIRCLE DRIVE (PCT. 3)	BURNETT RANCH	83.13	Normal wear & tear	6,509
3	ANDOVERHEAD POINT	BURNETT RANCH ESTATES	67.29	Normal wear & tear	669
3	BURNETT RANCH ROAD (CR318)	BURNETT RANCH ESTATES	66.89	Normal wear & tear	12,162
3	CAMINO ASHLEY	BURNETT RANCH ESTATES	68.82	Normal wear & tear	711
3	CEAR BEND ROAD	BURNETT RANCH ESTATES	72.37	Normal wear & tear	2,147
3	CLIFFSIDE ROAD	BURNETT RANCH ESTATES	72.95	Normal wear & tear	1,918
3	COTTONWOOD ROAD	BURNETT RANCH ESTATES	68.8	Normal wear & tear	18,874
3	DAYS END ROAD	BURNETT RANCH ESTATES	66.25	Normal wear & tear	18,096
3	HUMMINGBIRD LANE	BURNETT RANCH ESTATES	68.85	Normal wear & tear	2,237
3	INDIAN TRAIL	BURNETT RANCH ESTATES	72.79	Normal wear & tear	1,248
3	POST OAK ROAD	BURNETT RANCH ESTATES	61.09	Normal wear & tear	3,035
3	RANCH POINT ROAD	BURNETT RANCH ESTATES	63.67	Normal wear & tear	12,771
3	TURNKEY HOLLAND DRIVE	BURNETT RANCH ESTATES	72.79	Normal wear & tear	1,610
3	VALLEY VIEW ROAD	BURNETT RANCH ESTATES	87.24	Normal wear & tear	9,031
3	ECUADOR CIRCLE	CEDAR OAKS MESA	97.21	Normal wear & tear	494
3	CAMPFIRE CIRCLE	CEDAR OAKS MESA	96.8	Normal wear & tear	1,751
3	CAMPFIRE WAY	CEDAR OAKS MESA	96.8	Normal wear & tear	1,058
3	CHAPARRAL CIRCLE	CEDAR OAKS MESA	97.21	Normal wear & tear	481
3	CHUCK WAGON CIRCLE	CEDAR OAKS MESA	97.21	Normal wear & tear	355
3	COWBOY CIRCLE	CEDAR OAKS MESA	93.97	Normal wear & tear	469
3	CROWDER CIRCLE	CEDAR OAKS MESA	91.73	Normal wear & tear	447
3	EDGEWATER DRIVE	CEDAR OAKS MESA	76.89	Normal wear & tear	1,048
3	HIGH MESA DRIVE	CEDAR OAKS MESA	74.52	Normal wear & tear	5,288
3	LARIAT CIRCLE	CEDAR OAKS MESA	87.13	Normal wear & tear	198
3	LAZY C CIRCLE	CEDAR OAKS MESA	71.73	Normal wear & tear	205
3	LONGHORN CIRCLE	CEDAR OAKS MESA	89.89	Normal wear & tear	232
3	MENDOTA RUN	CEDAR OAKS MESA	91.73	Normal wear & tear	760
3	ROUNDUP DRIVE	CEDAR OAKS MESA	91.73	Normal wear & tear	556
3	WAGON WHEEL CIRCLE	CEDAR OAKS MESA	89.89	Normal wear & tear	445
3	WRANGLER CIRCLE	CEDAR OAKS MESA	75.77	Normal wear & tear	352
3	CIELO RANCHO DRIVE	CIELO RANCHO	74.34	Normal wear & tear	3,958
3	CLEAR LAKE DRIVE	CLEAR LAKE ESTATES	72.03	Normal wear & tear	1,575
3	CLYDEDALE DRIVE (CR259)	COUNTRY ESTATES	72.83	Normal wear & tear	1,031
3	COUNTRY ESTATES DRIVE (CR243)	COUNTRY ESTATES	69.33	Normal wear & tear	5,043
3	GEMMY COURT	COUNTRY ESTATES	72.83	Normal wear & tear	1,387
3	MUSTANG LANE (CR231)	COUNTRY ESTATES	72.83	Normal wear & tear	10,759
3	FALCONING LANE (CR266)	COUNTRY ESTATES	72.83	Normal wear & tear	7,607
3	PINTO LANE (CR267)	COUNTRY ESTATES	72.83	Normal wear & tear	978
3	SHELTON LANE (CR288)	COUNTRY ESTATES	72.83	Normal wear & tear	466
3	PURPLE CROWN RUN (CR260)	COUNTRY ESTATES	72.83	Normal wear & tear	1,477
3	DARDO DRIVE	CREEK ROAD RANCH	97.5	Normal wear & tear	2,932
3	MOULDER LANE	CREEK ROAD RANCH	97.5	Normal wear & tear	860
3	PUG BUMP ROAD	CREEK ROAD RANCH	97.5	Normal wear & tear	1,391
3	MEADOW LAKE EAST (CR22)	CYPRESS CREEK ACRES	76.33	Normal wear & tear	1,852
3	BURNETT DRIVE EAST (CR311)	CYPRESS CREEK ACRES	76.33	Normal wear & tear	5,808
3	DEER LAKE COVE	DEER LAKE ESTATES	69.67	Normal wear & tear	2,256
3	DEER LAKE ESTATES (CR291)	DEER LAKE ESTATES	71.64	Normal wear & tear	3,341
3	DEER LAKE ROAD (CR317)	DEER LAKE ESTATES	66.19	Normal wear & tear	8,407
3	DEER RUN	DEER RUN	71.42	Normal wear & tear	8,066
3	DEERWOOD DRIVE (CR316)	DEERWOOD ESTATES	72.75	Normal wear & tear	2,463
3	SENDERO DRIVE	DEERWOOD ESTATES	72.75	Normal wear & tear	924
3	TRAILS END (DEERWOOD ESTATES)(PCT. 3)	DEERWOOD ESTATES	72.75	Normal wear & tear	1,122
3	WHITETAIL DRIVE	DEERWOOD ESTATES	70.17	Normal wear & tear	3,203
3	DOHWITTE CIRCLE	DOVE HOLLOW ESTATES	97	Normal wear & tear	240
3	DOVE HOLLOW DRIVE	DOVE HOLLOW ESTATES	97	Normal wear & tear	2,315
3	DOVE NEST CIRCLE	DOVE HOLLOW ESTATES	90.5	Normal wear & tear	214
3	BROTHERSHIP ROAD	DOVE HOLLOW ESTATES	97	Normal wear & tear	329
3	MONTAGUE DRIVE	DOVE HOLLOW ESTATES	90.5	Normal wear & tear	1,217
3	MORNING DOVE COURT	DOVE HOLLOW ESTATES	90.5	Normal wear & tear	676
3	PAULINA CIRCLE	DOVE HOLLOW ESTATES	92	Normal wear & tear	311
3	ROCKING H ROAD	DOVE HOLLOW ESTATES	90.5	Normal wear & tear	1,424
3	WURLEDOCK CIRCLE	DOVE HOLLOW ESTATES	92	Normal wear & tear	288
3	WHITE WING CIRCLE	DOVE HOLLOW ESTATES	82	Normal wear & tear	140
3	CYPRESS CREEK LANE (CR32)	EAGLE ROCK RANCHES	62.97	Normal wear & tear	4,723
3	WOODCOCKER DRIVE (EAGLE ROCK RANCHTOS)	EAGLE ROCK RANCHES	73	Normal wear & tear	2,531
3	ANNIES TRAIL	ESTATES OF SAN MARCOS	72.92	Normal wear & tear	1,235
3	CROSS ROAD	ESTATES OF SAN MARCOS	72.92	Normal wear & tear	1,112
3	KAYS COVE	ESTATES OF SAN MARCOS	72.92	Normal wear & tear	407
3	MARTINS CREST	ESTATES OF SAN MARCOS	72.92	Normal wear & tear	988
3	MOUNTAIN HIGH DRIVE	ESTATES OF SAN MARCOS	72.77	Normal wear & tear	3,875
3	VALLEY CIRCLE	ESTATES OF SAN MARCOS	69.42	Normal wear & tear	334
3	VEGAN DRIVE	FALCONWOOD	91.95	Normal wear & tear	2,477
3	CONDOR DRIVE	FALCONWOOD	91.95	Normal wear & tear	2,467
3	FALCONWOOD DRIVE	FALCONWOOD	91.95	Normal wear & tear	11,569
3	RESURGENCE DRIVE	FALCONWOOD	91.95	Normal wear & tear	2,026
3	PRCD COURT	FALCONWOOD	91.95	Normal wear & tear	508
3	ALUNA COURT	FALCONWOOD	91.95	Normal wear & tear	570
3	AUTUMN LANE	FOREST WOODS	100	Normal wear & tear	2,819
3	CATCLAW COVE	FOX RIDGE	76.27	Normal wear & tear	1,850
3	OKA SHADOW	FOX RIDGE	76.27	Normal wear & tear	1,790
3	BIRCHWOOD LANE	FOX RIDGE	76.27	Normal wear & tear	1,718
3	EASTERN ROAD	GREEN ACRES	72.99	Normal wear & tear	874
3	GREEN ACRES DRIVE (CR299)	GREEN ACRES	69.51	Normal wear & tear	5,228
3	WESTERN ROAD	GREEN ACRES	75.01	Normal wear & tear	730
3	MOOTH DRIVE (CR168)	GREEN HAVEN ESTATES	96.5	Normal wear & tear	3,988
3	GREYSTONE ROAD	GREYSTONE	94	Normal wear & tear	1,750
3	HEATHER HILLS DRIVE	HEATHER HILLS	100	Normal wear & tear	3,895
3	OKA COURT	HIDDEN OAKS	92	Normal wear & tear	297
3	JANETTE DRIVE	HIDDEN OAKS	92	Normal wear & tear	278
3	CHERRY HALL DRIVE	HIDDEN OAKS	92	Normal wear & tear	430
3	MARKET DRIVE	HIDDEN OAKS	92	Normal wear & tear	436
3	NEL COURT	HIDDEN OAKS	92	Normal wear & tear	275
3	PRINCESS JENNIFER DRIVE	HIDDEN OAKS	92	Normal wear & tear	568
3	YED COURT	HIDDEN OAKS	92	Normal wear & tear	240
3	HIDDEN VALLEY ROAD (CR217)	HIDDEN VALLEY ESTATES	99.44	Normal wear & tear	3,534
3	ANGUSTURA LANE (CR341)	HILL COUNTRY RANCHES	76.89	Normal wear & tear	3,235
3	BUZZARD HIGH ROAD (CR345)	HILL COUNTRY RANCHES	76.89	Normal wear & tear	5,554
3	RIEO LANE (CR343)	HILL COUNTRY RANCHES	76.89	Normal wear & tear	2,836
3	LAKESIDE DRIVE (CR343)	HILL COUNTRY RANCHES	76.89	Normal wear & tear	18,233
3	MONTTELL ROAD (CR339)	HILL COUNTRY RANCHES	76.11	Normal wear & tear	11,009
3	LAUDREY ROAD (CR338)	HILL COUNTRY RANCHES	76.89	Normal wear & tear	7,074
3	RABBIT ROAD (CR342)	HILL COUNTRY RANCHES	76.89	Normal wear & tear	3,320
3	LINK CROSSING	HILLCROFT	72.9	Normal wear & tear	371
3	MEADOW LANE WEST (CR310)	HILLCROFT	72.9	Normal wear & tear	1,356
3	SCENIC WAY (CR310)	HILLCROFT	72.9	Normal wear & tear	1,101
3	SUMMIT DRIVE WEST	HILLCROFT	72.9	Normal wear & tear	2,109
3	COTTON ROAD	HILLVIEW ADDITION	1,090	Normal wear & tear	1,090
3	HILLVIEW CIRCLE	HILLVIEW ADDITION	100	Normal wear & tear	3,666
3	HUNTER RIDGE ROAD	HUNTER RIDGE	72.8	Normal wear & tear	3,683
3	HUNTERS GLEN DRIVE (CR261)	HUNTERS GLEN	74.5	Normal wear & tear	5,852
3	POWDER HORN TRAIL (CR271)	HUNTERS GLEN	77.5	Normal wear & tear	2,397
3	HILL VIEW TRAIL	HURLBURT RANCH EAST	95	Normal wear & tear	5,087
3	ROY CREEK LOOP	HURLBURT RANCH EAST	41.5	Normal wear & tear	2,645
3	ROY CREEK TRAIL	HURLBURT RANCH EAST	96	Normal wear & tear	11,167
3	NORWOOD LOOP	HURLBURT RANCH WEST	96	Normal wear & tear	2,683
3	NORWOOD ROAD	HURLBURT RANCH WEST	96	Normal wear & tear	6,713
3	RAIFORD CROSSING	HURLBURT RANCH WEST	94	Normal wear & tear	3,809
3	KAY DRIVE	KINGSWOOD	72.33	Normal wear & tear	3,279
3	HAMILTON HOLLOW	KINGSWOOD	72.79	Normal wear & tear	1,951
3	INDIGIT STREET	KINGSWOOD	70.21	Normal wear & tear	1,919
3	MAPLE STREET	KINGSWOOD	70.23	Normal wear & tear	457
3	MESQUITE STREET	KINGSWOOD	70.23	Normal wear & tear	783
3	HILBERY COURT	KINGSWOOD	70.23	Normal wear & tear	461
3	OKA STREET	KINGSWOOD	70.23	Normal wear & tear	1,619
3	CLAYTON COVE	KOTHMANN	97.5	Normal wear & tear	588
3	GLINN COVE	KOTHMANN	107.5	Normal wear & tear	1,023
3	HELLY COVE	KOTHMANN	91	Normal wear & tear	582
3	KOTHMANN ROAD	KOTHMANN	88.5	Normal wear & tear	6,194
3	MONY HILLS ROAD	KOTHMANN	86	Normal wear & tear	13,151
3	CAMINO DE RANCHO	(LAS LOMAS ENTRANCE)	87.5	Normal wear & tear	1,086
3	DEES STREET	LAUREL ESTATES	76.29	Normal wear & tear	786
3	JAMES STREET	LAUREL ESTATES	76.29	Normal wear & tear	1,459
3	LAUREL HILL ROAD	LAUREL ESTATES	76.29	Normal wear & tear	1,229
3	HILLO STREET	LAUREL ESTATES	76.27	Normal wear & tear	3,876
3	BEHMER AVENUE	LAUREL ESTATES	65.15	Normal wear & tear	2,508
3	SUTTLES AVENUE	LAUREL ESTATES	69.66	Normal wear & tear	2,471
3	LEA LANE	LEA ACRES	67.83	Normal wear & tear	2,649
3	PINION LANE	LEA ACRES	69.76	Normal wear & tear	3,890
3	VALLEY RIDGE ROAD	LEODGEROCK	69.84	Normal wear & tear	5,376
3	WILLCAT HOLLOW DRIVE (CR150)	LOMA VERDE	68.5	Normal wear & tear	2,042
3	GIANT ROAD	LONGVIEW	90.5	Normal wear & tear	3,050
3	HILL COVE	LONGVIEW	91	Normal wear & tear	479
3	SPRING COVE	LONGVIEW	95	Normal wear & tear	462
3	LONGVIEW CIRCLE	LONGVIEW ADDITION	96.5	Normal wear & tear	2,991
3	LONGVIEW ROAD	LONGVIEW ADDITION	77.5	Normal wear & tear	3,718
3	EASY STREET	LOST VALLEY	100	Normal wear & tear	775
3	LOST VALLEY ROAD	LOST VALLEY	66	Normal wear & tear	15,447
3	HIGH POINT TRAIL	MADRONE RANCH	100	Normal wear & tear	1,034
3	MADRONE RANCH TRAIL	MADRONE RANCH	100	Normal wear & tear	4,771
3	TEXAS LONGHORN TRAIL	MADRONE RANCH	100	Normal wear & tear	865
3	GREAT OAKS DRIVE	MCCARTY OAKS	70.27	Normal wear & tear	1,932
3	PAMPAS PASS	MCCARTY OAKS	73.77	Normal wear & tear	2,699
3	BLUE BELL CIRCLE	MEADOW WOODS	97	Normal wear & tear	154
3	BLUE SAGE	MEADOW WOODS	92	Normal wear & tear	510
3	BUTTERCUP CIRCLE	MEADOW WOODS	97	Normal wear & tear	137
3	MEADOW WOODS DRIVE	MEADOW WOODS	89.5	Normal wear & tear	3,054
3	ROCK ROSE CIRCLE	MEADOW WOODS	92	Normal wear & tear	152

3	BILLY BLUFF TRAIL	HORNINWOOD	82.5	Normal wear & tear	675
3	CHAK CREST COURT	HORNINWOOD	82.5	Normal wear & tear	788
3	GENOVA CREEK COURT	HORNINWOOD	82.5	Normal wear & tear	787
3	HORNINWIGHT COURT	HORNINWOOD	82.5	Normal wear & tear	789
3	HORNINWOOD DRIVE	HORNINWOOD	82.5	Normal wear & tear	7,140
3	WAYNE RIDGE DRIVE	HORNINWOOD	82.5	Normal wear & tear	1,127
3	WILLIS WAY	HORNINWOOD	82.5	Normal wear & tear	1,931
3	RED SKY ROAD	MOUNT OLIVE RANCH	14.83	Normal wear & tear	1,456
3	CRESTVIEW DRIVE	MOUNTAIN CREST	100	Normal wear & tear	1,630
3	HILL DRIVE	MOUNTAIN CREST	96.99	Normal wear & tear	750
3	LIVE OAK DRIVE (MOUNTAIN CREST)	MOUNTAIN CREST	96.99	Normal wear & tear	1,380
3	MOUNTAIN CREST DRIVE	MOUNTAIN CREST	96.99	Normal wear & tear	4,900
3	VIEW DRIVE WEST	MOUNTAIN CREST	96.99	Normal wear & tear	2,500
3	CURRIE RANCH ROAD	MOUNTAIN VIEW ESTATES	84.89	Normal wear & tear	8,320
3	MUSTANG VALLEY TRAIL	MUSTANG VALLEY	81.72	Normal wear & tear	8,450
3	CHOC PASS	MUSTANG VALLEY	80.31	Normal wear & tear	6,535
3	VAQUERO WAY	MUSTANG VALLEY	81.77	Normal wear & tear	1,050
3	MYSTIC CREEK DRIVE	MYSTIC OVERLOOK	100	Normal wear & tear	1,520
3	MYSTIC OVERLOOK	MYSTIC OVERLOOK	100	Normal wear & tear	3,570
3	ANGEL FIRE DRIVE	NORTHBRIDGE	92.5	Normal wear & tear	2,959
3	TADQ TRAIL	NORTHBRIDGE	94	Normal wear & tear	504
3	RAIL RIVER ROAD	NORTHBRIDGE	95	Normal wear & tear	899
3	NORTHWEST HILLS ROAD	NORTHWEST HILLS	79.5	Normal wear & tear	3,093
3	OAK MEADOWS	OAK HEADQU	98	Normal wear & tear	5,798
3	HARMONS WAY (CR109)	OAK RIDGE ESTATES	81.85	Normal wear & tear	3,747
3	TOWERING OAKS DRIVE	OAKS AT GATLIN CREEK	100	Normal wear & tear	960
3	GARWOOD LOOP (CR603)	GARWOOD ESTATES	64.59	Normal wear & tear	13,548
3	BUMBERBEE LANE	OLD OAKS ESTATES	85	Normal wear & tear	785
3	ONEILL RANCH ROAD	ONEILL RANCH	100	Normal wear & tear	4,134
3	PIONEER TRAIL (PCT. 3)	PIONEER RANCH	82	Normal wear & tear	4,796
3	PLANT LADY LANE	PIONEER RANCH 2	83.5	Normal wear & tear	5,462
3	FOX CREEK CIRCLE	QUARRY SPRINGS	76.73	Normal wear & tear	158
3	HIGH RIDGE CIRCLE	QUARRY SPRINGS	76.73	Normal wear & tear	314
3	QUARRY CREST CIRCLE	QUARRY SPRINGS	76.73	Normal wear & tear	397
3	QUARRY SPRING DRIVE	QUARRY SPRINGS	76.73	Normal wear & tear	2,289
3	LIVE OAK HILLS COURT	RANCHO ENCINO	64.75	Normal wear & tear	1,890
3	RANCHO ENCINO DRIVE	RANCHO ENCINO	70.42	Normal wear & tear	4,113
3	CANYON OAKS DRIVE	RIVER OAKS OF WIMBERLEY	72.96	Normal wear & tear	1,699
3	HIDDEN OAKS	RIVER OAKS OF WIMBERLEY	72.96	Normal wear & tear	1,387
3	OAK HEIGHTS	RIVER OAKS OF WIMBERLEY	72.96	Normal wear & tear	1,244
3	OAK KNOLL DRIVE	RIVER OAKS OF WIMBERLEY	72.96	Normal wear & tear	4,481
3	OAK RUN DRIVE	RIVER OAKS OF WIMBERLEY	68.84	Normal wear & tear	7,809
3	OAK VALLEY DRIVE	RIVER OAKS OF WIMBERLEY	76.44	Normal wear & tear	1,317
3	HAMBLING OAKS DRIVE	RIVER OAKS OF WIMBERLEY	72.96	Normal wear & tear	2,876
3	RIDGE OAK DRIVE	RIVER OAKS OF WIMBERLEY	68.84	Normal wear & tear	7,719
3	RIVER OAKS DRIVE	RIVER OAKS OF WIMBERLEY	76.44	Normal wear & tear	1,432
3	THOMAS OAKS DRIVE	RIVER OAKS OF WIMBERLEY	72.96	Normal wear & tear	2,413
3	WINDMILL OAKS DRIVE	RIVER OAKS OF WIMBERLEY	72.96	Normal wear & tear	4,280
3	LAKESHORE DRIVE WEST	RIVER OAKS RANCH	100	Normal wear & tear	2,468
3	OAK COURT	RIVER OAKS RANCH	100	Normal wear & tear	1,506
3	OAK FOREST DRIVE (RIVER OAKS RANCH)(PCT. 3)	RIVER OAKS RANCH	100	Normal wear & tear	994
3	OAK LANE	RIVER OAKS RANCH	100	Normal wear & tear	927
3	OAK RIDGE DRIVE	RIVER OAKS RANCH	92.5	Normal wear & tear	2,050
3	RIVER RUN	RIVER OAKS RANCH	100	Normal wear & tear	2,405
3	ROSLANDER BLUFF	ROCKY RANCH ACRES	97.5	Normal wear & tear	6,500
3	OWL HOLLOW ROAD	ROCKY RANCH ACRES	88	Normal wear & tear	7,406
3	OWL HOLLOW ROAD EAST	ROCKY RANCH ACRES	98	Normal wear & tear	807
3	REDGAS PASS	ROCKY RANCH ACRES	90	Normal wear & tear	5,940
3	BEE GEE ROAD (CR378)	ROLLING OAKS	85	Normal wear & tear	1,427
3	BILLIE BROOKS DRIVE (CR372)	ROLLING OAKS	85	Normal wear & tear	3,055
3	BUCKSBOSS PASS (CR373)	ROLLING OAKS	85	Normal wear & tear	3,047
3	BUFFALO SPEEDWAY	ROLLING OAKS	85	Normal wear & tear	1,195
3	CHOWDRE CANYON	ROLLING OAKS	85	Normal wear & tear	1,331
3	JENNIFER LANE (CR374)	ROLLING OAKS	76	Normal wear & tear	10,420
3	LAME HOSS LANE	ROLLING OAKS	85	Normal wear & tear	1,780
3	LIVESTONE LANE (CR370)	ROLLING OAKS	82.5	Normal wear & tear	4,025
3	LONESOME TRAIL (CR371)	ROLLING OAKS	80	Normal wear & tear	7,757
3	WEST LANE (CR375)	ROLLING OAKS	80	Normal wear & tear	3,415
3	PURPLE SAGE (CR378)	ROLLING OAKS	85	Normal wear & tear	909
3	ROLLING OAKS DRIVE (CR369)	ROLLING OAKS	76.5	Normal wear & tear	8,525
3	TOSCO LANE	ROLLING OAKS	85	Normal wear & tear	3,353
3	TRAILS END (CR377)	ROLLING OAKS	85	Normal wear & tear	2,420
3	TURTLE HILL	ROLLING OAKS	85	Normal wear & tear	1,751
3	LOOK CREEK ROAD (CR376)(PCT. 3)	ROLLING OAKS	80	Normal wear & tear	4,103
3	GRANDE SIERRA LANE	RUNNING ROPE	82.5	Normal wear & tear	451
3	MESA SIERRA LANE	RUNNING ROPE	82.5	Normal wear & tear	476
3	VALLEY SIERRA LANE	RUNNING ROPE	82.5	Normal wear & tear	473
3	VISTA SIERRA LANE	RUNNING ROPE	82.5	Normal wear & tear	464
3	WEST SIERRA DRIVE	RUNNING ROPE	82.5	Normal wear & tear	1,695
3	WYERS ROAD	RYANS WOODS	72.46	Normal wear & tear	2,188
3	LAUREN LANE	RYANS WOODS	98	Normal wear & tear	291
3	RYAN ROAD	RYANS WOODS	98	Normal wear & tear	77
3	TANAGER TRAIL	RYANS WOODS	98	Normal wear & tear	290
3	ARROWHEAD PASS	SADDLERIDGE	71.35	Normal wear & tear	3,616
3	CANYON GAP ROAD	SADDLERIDGE	72.23	Normal wear & tear	4,353
3	MISSION TRAIL	SADDLERIDGE	71.35	Normal wear & tear	5,020
3	SADDLERIDGE DRIVE	SADDLERIDGE	70.43	Normal wear & tear	7,275
3	SCENIC CANYON LANE	SCENIC CANYON	72.77	Normal wear & tear	711
3	ROLLING HILLS DRIVE (SHADOW VALLEY)(PCT. 3)	SHADOW VALLEY	66.24	Normal wear & tear	9,036
3	SHADOW VALLEY	SHADOW VALLEY	78.1	Normal wear & tear	759
3	BEAUCHAMP ROAD (SHADY VALLEY)	SHADY VALLEY	82.5	Normal wear & tear	5,061
3	DOODLE BUG COVE	SHADY VALLEY	95	Normal wear & tear	479
3	FOX HOUND COVE	SHADY VALLEY	95	Normal wear & tear	368
3	TRIDWELL DRIVE	SHADY VALLEY	95	Normal wear & tear	2,337
3	BARBERRY PARK	SIERRA WEST	93.5	Normal wear & tear	1,441
3	CARMA LILY CIRCLE	SIERRA WEST	93.5	Normal wear & tear	5,633
3	PELUS COURT	SIERRA WEST	93.5	Normal wear & tear	357
3	HONEYCOMB CIRCLE	SIERRA WEST	93.5	Normal wear & tear	2,718
3	HASHING COURT	SIERRA WEST	93.5	Normal wear & tear	321
3	MARIGOLD COURT	SIERRA WEST	93.5	Normal wear & tear	737
3	MOSS ROSE LANE	SIERRA WEST	93.5	Normal wear & tear	4,222
3	RENA COURT	SIERRA WEST	93.5	Normal wear & tear	558
3	PORTULACA COURT	SIERRA WEST	93.5	Normal wear & tear	706
3	SALVA COURT	SIERRA WEST	93.5	Normal wear & tear	451
3	TOKA CROSSING	SIERRA WEST	93.5	Normal wear & tear	4,142
3	ZINNIA COURT	SIERRA WEST	93.5	Normal wear & tear	280
3	AMIGO CORAL (CR158)	SIESTA VEROE	72.76	Normal wear & tear	5,726
3	RASO DEL ROSALES (CR145)	SIESTA VEROE	72.76	Normal wear & tear	5,332
3	BEAUCHAMP ROAD (SILVERADO)	SILVERADO	92.5	Normal wear & tear	3,349
3	MISS DONNA LANE	SILVERADO	95	Normal wear & tear	3,658
3	SILVER SPRUE DRIVE	SILVERADO	92.5	Normal wear & tear	1,020
3	SIX PINES ROAD	SIX PINES	92.5	Normal wear & tear	1,847
3	SKYLINE DRIVE (CR176)	SKYLINE ACRES	72.72	Normal wear & tear	7,562
3	SKY RANCH CIRCLE	SKYLINE RANCH	82	Normal wear & tear	213
3	SKYLINE RIDGE LOOKOUT	SKYLINE RANCH	72.3	Normal wear & tear	8,216
3	SKYLINE SUMMIT VISTA	SKYLINE RANCH	69.72	Normal wear & tear	3,426
3	STONY CREEK VISTA	SKYLINE RANCH	72.3	Normal wear & tear	4,516
3	SUNNISE CANYON ROAD	SKYLINE RANCH	72.84	Normal wear & tear	3,090
3	VALLEY VERDE COURT	SKYLINE RANCH	72.3	Normal wear & tear	400
3	VALLEY VISTA ROAD	SKYLINE RANCH	76.42	Normal wear & tear	1,391
3	LAZY LANE	SLEEPY HOLLOW	78.17	Normal wear & tear	7,857
3	PEARLE ROAD	SPRING HOLLOW	72.95	Normal wear & tear	1,591
3	DEER CREEK DRIVE	SUBURBAN OAKS	90.14	Normal wear & tear	2,854
3	HUNTERS CIRCLE	SUBURBAN OAKS	90.14	Normal wear & tear	431
3	TURKEY TRAIL DRIVE	SUBURBAN OAKS	85.52	Normal wear & tear	2,158
3	ALLEGHENY COURT	SUMMER MOUNTAIN RANCH	73.11	Normal wear & tear	1,191
3	APPALACHIAN TRAIL	SUMMER MOUNTAIN RANCH	73.19	Normal wear & tear	3,106
3	CASCADE TRAIL	SUMMER MOUNTAIN RANCH	69.24	Normal wear & tear	11,098
3	CEANIK DRIVE	SUMMER MOUNTAIN RANCH	76.87	Normal wear & tear	3,373
3	PURGATORY PASS	SUMMER MOUNTAIN RANCH	72.85	Normal wear & tear	774
3	SPOKEY MOUNTAIN DRIVE	SUMMER MOUNTAIN RANCH	72.08	Normal wear & tear	1,431
3	STONE MOUNTAIN TRAIL	SUMMER MOUNTAIN RANCH	72.54	Normal wear & tear	2,890
3	SUMMER MOUNTAIN DRIVE	SUMMER MOUNTAIN RANCH	79.71	Normal wear & tear	3,889
3	YETON CIRCLE	SUMMER MOUNTAIN RANCH	74.65	Normal wear & tear	998
3	DAWN VIEW	SYCAMORE CREEK	94	Normal wear & tear	4,821
3	OVERLOOK COVE	SYCAMORE VALLEY	82.5	Normal wear & tear	767
3	SYCAMORE CREEK DRIVE	SYCAMORE VALLEY	63.5	Normal wear & tear	12,583
3	SYCAMORE VALLEY ROAD	SYCAMORE VALLEY	86	Normal wear & tear	2,610
3	BALLPARK ROAD	THE FIELDS AT WIMBERLEY SPRINGS	96.63	Normal wear & tear	1,015
3	HIGH ROAD (CR256)	THE HIGHLANDS	94.5	Normal wear & tear	6,721
3	SETTLERS ROAD (CR256)	THE HIGHLANDS	96.5	Normal wear & tear	7,233
3	SUNNIT PASS (CR155)	THE HIGHLANDS	96.5	Normal wear & tear	5,356
3	LUPINE TRAIL (CR186)	THE HIGHLANDS	86	Normal wear & tear	16,254
3	LUPINE TRAIL (CR201)	THE HIGHLANDS	96.5	Normal wear & tear	853
3	FOX ROAD (CR387)	THE HIGHLANDS EAST	95	Normal wear & tear	7,034
3	OAK GROVE ROAD (CR386)(PCT. 3)	THE HIGHLANDS EAST	95	Normal wear & tear	10,496
3	THURMAN ROAD (CR385)	THE HIGHLANDS EAST	92.5	Normal wear & tear	9,038
3	ELM HOLLOW	THE SETTLEMENT	76.27	Normal wear & tear	1,179
3	OAK HOLLOW DRIVE	THE SETTLEMENT	76.27	Normal wear & tear	920
3	PIONEER TRAIL (CR346)(PCT. 3)	THE SETTLEMENT	76.27	Normal wear & tear	10,930
3	THUNDERBOLT DRIVE	THE SETTLEMENT	76.27	Normal wear & tear	1,078
3	ELLEN ELLER COURT	THE VINEYARD ESTATES	97.5	Normal wear & tear	879
3	NAPA COURT	THE VINEYARD ESTATES	97.5	Normal wear & tear	1,099
3	ST HILENA COURT	THE VINEYARD ESTATES	97.5	Normal wear & tear	527
3	TUSCANY DRIVE	THE VINEYARD ESTATES	97.5	Normal wear & tear	3,889
3	WOODLANDS TRAIL	THE WOODLANDS	99	Normal wear & tear	3,913
3	THOMASSEN RANCH ROAD	THOMASSEN RANCH	93.5	Normal wear & tear	3,644
3	BIG BEND DRIVE	THOMPSON RANCH ESTATES	92.21	Normal wear & tear	1,074
3	LITTLE BEND DRIVE	THOMPSON RANCH ESTATES	89.95	Normal wear & tear	833
3	THOMPSON RANCH ROAD	THOMPSON RANCH ESTATES	84.84	Normal wear & tear	8,102
3	THOUSAND OAKS LOOP (CR380)	THOUSAND OAKS	87.5	Normal wear & tear	10,362
3	THUNDERBOLT ROAD (CR296)	THUNDER	85.73	Normal wear & tear	2,686
3	LONGCOP LOOP	TURKEY HOLLOW	73.11	Normal wear & tear	2,930
3	TURKEY HOLLOW CIRCLE	TURKEY HOLLOW	90.07	Normal wear & tear	380
3	TWIN CREEK ROAD	TWIN CREEK	78.5	Normal wear & tear	3,532
3	SUNNYRIN LANE	TWIN CREEK	94	Normal wear & tear	1,208
3	DEERTRAIL DRIVE	VALLEY VIEW ESTATES	94	Normal wear & tear	9,865
3	HESTERWOOD LANE	VALLEY VIEW ESTATES	94	Normal wear & tear	3,473
3	SUNNYWOOD LANE	VALLEY VIEW ESTATES	94	Normal wear & tear	1,343
3	VALLEY VIEW DRIVE (CR382)	VALLEY VIEW ESTATES	94	Normal wear & tear	644
3	VALLEY VIEW WEST DRIVE (CR383)	VALLEY VIEW WEST	99.5	Normal wear & tear	5,325
3	FOXGLOVE DRIVE	VILLAGE AT MEADOW WOODS	97	Normal wear & tear	1,111
3	PUMPOSH	VILLAGE AT MEADOW WOODS	92	Normal wear & tear	4,851
3	SUNFLOWER COVE	VILLAGE AT MEADOW WOODS	97	Normal wear & tear	163
3	SUNFLOWER DRIVE	VILLAGE AT MEADOW WOODS	92	Normal wear & tear	1,417
3	VERBENA DRIVE	VILLAGE AT MEADOW WOODS	92	Normal wear & tear	1,826
3	VILLAGE WEST DRIVE	VILLAGE WEST	96.66	Normal wear & tear	3,127
3	OLD RED RANCH ROAD	VISTA GRANDE	93	Normal wear & tear	6,971
3	ELIZABETH COVE	WALKING W RANCH	2,100	Normal wear & tear	2,354
3	STACEY ANN COVE	WALKING W RANCH	91	Normal wear & tear	1,750
3	CEGAR PARK	WILLOW CREEK ESTATES	76.26	Normal wear & tear	372
3	CORKIE COURT	WILLOW CREEK ESTATES	76.27	Normal wear & tear	284
3	HOWARD PLACE	WILLOW CREEK ESTATES	76.27	Normal wear & tear	407
3	MOUNTAIN DRIVE	WILLOW CREEK ESTATES	76.27	Normal wear & tear	1,262
3	OAK HAVEN	WILLOW CREEK ESTATES	76.27	Normal wear & tear	3,981
3	ROLLING OAKS	WILLOW CREEK ESTATES	76.3	Normal wear & tear	3,464
3	WILLOW CREEK CIRCLE	WILLOW CREEK ESTATES	72.77	Normal wear & tear	5,109
3	WIMBERLEY OAKS DRIVE	WIMBERLEY OAKS	67.16	Normal wear & tear	4,505
3	VALLEY SPRINGS ROAD (WIMBERLEY SPRINGS)	WIMBERLEY SPRINGS	76.47	Normal wear & tear	2,571
3	ARCHON POINT CIRCLE	WOODCREEK NORTH	89.97	Normal wear & tear	470
3	BULLS EYE CIRCLE	WOODCREEK NORTH	89.97	Normal wear & tear	150
3	BUTTON BUSH COURT	WOODCREEK NORTH	92.92	Normal wear & tear	165
3	CAULICHE COURT	WOODCREEK NORTH	94.53	Normal wear & tear	286
3	CEGARWOOD CIRCLE	WOODCREEK NORTH	94.53	Normal wear & tear	162
3	COCHISE COURT	WOODCREEK NORTH	93.84	Normal wear & tear	560
3	COUNTRY PLACE DRIVE	WOODCREEK NORTH	93.92	Normal wear & tear	1,896
3	CRAZY CROSS ROAD	WOODCREEK NORTH	79.94	Normal wear & tear	3,922

3	CREEKSIDE DRIVE	WOODCREEK NORTH	87.58	Normal wear & tear	2,376		
3	CRICKET HOLLOW COURT	WOODCREEK NORTH	81.08	Normal wear & tear	170		
3	CUPPLE CREEK COURT	WOODCREEK NORTH	95.92	Normal wear & tear	490		
3	CROOKED ARROW COURT	WOODCREEK NORTH	86.89	Normal wear & tear	243		
3	CYPRESS CREEK LANE	WOODCREEK NORTH	92.43	Normal wear & tear	165		
3	DEER RIDGE ROAD	WOODCREEK NORTH	95.92	Normal wear & tear	2,800		
3	EAST VALLEY SPRING ROAD	WOODCREEK NORTH	67.68	Normal wear & tear	600		
3	E. CARING REAL EAST	WOODCREEK NORTH	88.97	Normal wear & tear	1,100		
3	EVENTIDE CIRCLE	WOODCREEK NORTH	66.26	Normal wear & tear	235		
3	FALLING LEAF LANE	WOODCREEK NORTH	61.6	Normal wear & tear	715		
3	FLAMING CLIFF ROAD	WOODCREEK NORTH	67.58	Normal wear & tear	1,442		
3	GOLF CREST DRIVE	WOODCREEK NORTH	62.58	Normal wear & tear	940		
3	HAPPY HOLLOW COURT	WOODCREEK NORTH	55.15	Normal wear & tear	240		
3	HAPPY HOLLOW LANE	WOODCREEK NORTH	55.15	Normal wear & tear	540		
3	HARMONY LANE	WOODCREEK NORTH	87.58	Normal wear & tear	608		
3	HOLLY BERRY LANE	WOODCREEK NORTH	69.74	Normal wear & tear	290		
3	HONEYSUCCLE LANE	WOODCREEK NORTH	91.06	Normal wear & tear	515		
3	HUCKLEBERRY LANE	WOODCREEK NORTH	64.12	Normal wear & tear	470		
3	INDIAN PRINCES	WOODCREEK NORTH	91.42	Normal wear & tear	1,252		
3	IRON WOOD LANE	WOODCREEK NORTH	91.06	Normal wear & tear	379		
3	KINGS CREST	WOODCREEK NORTH	95.92	Normal wear & tear	460		
3	LA TOYA TRAIL	WOODCREEK NORTH	92.92	Normal wear & tear	600		
3	LAKEWOOD CIRCLE	WOODCREEK NORTH	67.73	Normal wear & tear	820		
3	LONG BOY LANE	WOODCREEK NORTH	79.94	Normal wear & tear	1,762		
3	MEMORY LANE	WOODCREEK NORTH	91.06	Normal wear & tear	593		
3	MIDLAND STREET	WOODCREEK NORTH	88.97	Normal wear & tear	576		
3	MISTY CIRCLE	WOODCREEK NORTH	66.26	Normal wear & tear	168		
3	MOSSY OAKS LANE	WOODCREEK NORTH	96.36	Normal wear & tear	351		
3	OAK TREE TRAIL	WOODCREEK NORTH	70.82	Normal wear & tear	490		
3	OLD WINE COURT	WOODCREEK NORTH	94.53	Normal wear & tear	469		
3	PLEASANT VALLEY	WOODCREEK NORTH	93	Normal wear & tear	6,148		
3	QUIVER COURT	WOODCREEK NORTH	92.45	Normal wear & tear	257		
3	RAMBLING CREEK CIRCLE	WOODCREEK NORTH	92.45	Normal wear & tear	500		
3	REDWOOD CIRCLE	WOODCREEK NORTH	95.92	Normal wear & tear	320		
3	RHAPSODY LANE	WOODCREEK NORTH	94.53	Normal wear & tear	633		
3	RODGWOOD CIRCLE	WOODCREEK NORTH	91.92	Normal wear & tear	3,615		
3	ROCK HOLLOW CIRCLE	WOODCREEK NORTH	88.97	Normal wear & tear	480		
3	SADDLE ROCK RIDGE	WOODCREEK NORTH	81.42	Normal wear & tear	2,649		
3	SERENADE CIRCLE	WOODCREEK NORTH	91.06	Normal wear & tear	1,076		
3	SONATA CIRCLE	WOODCREEK NORTH	94.53	Normal wear & tear	669		
3	SPECWOOD CIRCLE	WOODCREEK NORTH	94.53	Normal wear & tear	199		
3	SPRINGWOOD CIRCLE	WOODCREEK NORTH	67.73	Normal wear & tear	590		
3	SPRICEWOOD DRIVE	WOODCREEK NORTH	90	Normal wear & tear	3,098		
3	STEPPING STONE COURT	WOODCREEK NORTH	88.97	Normal wear & tear	141		
3	STONE CREEK CIRCLE	WOODCREEK NORTH	67.73	Normal wear & tear	420		
3	SUNSET CIRCLE	WOODCREEK NORTH	92.45	Normal wear & tear	311		
3	SWEET WATER CIRCLE	WOODCREEK NORTH	95.92	Normal wear & tear	500		
3	TAMMY TERRACE	WOODCREEK NORTH	95.92	Normal wear & tear	140		
3	TWILIGHT TERRACE	WOODCREEK NORTH	95.92	Normal wear & tear	221		
3	VALLEY SPRINGS ROAD (WOODCREEK NORTH)	WOODCREEK NORTH	87.58	Normal wear & tear	13,594		
3	WHISPERING VALLEY DRIVE	WOODCREEK NORTH	87.58	Normal wear & tear	1,618		
3	WHISTLING WIND LANE	WOODCREEK NORTH	85.5	Normal wear & tear	2,028		
3	WIDE CANYON DRIVE	WOODCREEK NORTH	88.97	Normal wear & tear	2,516		
3	WOOD GLEN DRIVE	WOODCREEK NORTH	85.5	Normal wear & tear	1,657		
3	WOODMERE DRIVE	WOODCREEK NORTH	79.94	Normal wear & tear	4,684		
3	BUTTERCUP LANE (CR286)	WOODCREEK NORTH	62.63	Normal wear & tear	5,242		
3	CARNEY LANE (CR278)	WOODCREEK NORTH	69.03	Normal wear & tear	2,290		
3	COWAN LANE (CR272)	WOODCREEK NORTH	89	Normal wear & tear	2,077		
3	CREEK ROAD (CR190)	WOODCREEK NORTH	83.5	Normal wear & tear	34,000	7-span continuous concrete slab bridge	3
3	CYPRESS ROAD (CR225)	WOODCREEK NORTH	97	Normal wear & tear	4,560		
3	EASTWOOD LANE	WOODCREEK NORTH	64.3	Normal wear & tear	1,355		
3	ELLA LANE	WOODCREEK NORTH	91	Normal wear & tear	1,331		
3	FARBELL LANE	WOODCREEK NORTH	63	Normal wear & tear	2,903		
3	FISCHER STORE ROAD (CR181)	WOODCREEK NORTH	67.06	Normal wear & tear	30,495		
3	FITZTHUGH ROAD WEST (CR101)	WOODCREEK NORTH	86	Normal wear & tear	28,000	2-single-span prestressed concrete I-girder bridge	8
3	FLITE ACRES ROAD (CR173)	WOODCREEK NORTH	75.64	Normal wear & tear	7,830		
3	FULTON RANCH ROAD (CR213)	WOODCREEK NORTH	67.32	Normal wear & tear	45,823		
3	G W HASCHKE LANE	WOODCREEK NORTH	97.01	Normal wear & tear	5,280		
3	GATLIN CREEK ROAD (CR191)	WOODCREEK NORTH	91	Normal wear & tear	23,138		
3	GLOSSON RANCH ROAD	WOODCREEK NORTH	91.5	Normal wear & tear	1,811		
3	GORDON ROAD	WOODCREEK NORTH	90	Normal wear & tear	1,084		
3	HEINZ LOOP (CR197)	WOODCREEK NORTH	100	Normal wear & tear	5,513		
3	HILLARD ROAD (CR222)	WOODCREEK NORTH	66.5	Normal wear & tear	34,022		
3	HILLS EDGE ROAD (CR324)	WOODCREEK NORTH	69.64	Normal wear & tear	4,530		
3	HOLDER LANE (CR189)	WOODCREEK NORTH	96	Normal wear & tear	5,050		
3	HORTON PRESS ROAD	WOODCREEK NORTH	81.33	Normal wear & tear	3,116		
3	HUGO ROAD (CR214)	WOODCREEK NORTH	77.7	Normal wear & tear	26,221	2 - 10'x8' precast concrete multiple box culverts	7
3	JACOBS WELL ROAD (CR182)	WOODCREEK NORTH	90.03	Normal wear & tear	15,238		
3	LEANING OAK TRAIL	WOODCREEK NORTH	97.5	Normal wear & tear	1,852		
3	LEDGEROCK ROAD (CR244)	WOODCREEK NORTH	77.09	Normal wear & tear	21,047	1-Gas Related Damage	
3	LIVE KILN ROAD (CR235)	WOODCREEK NORTH	75	Normal wear & tear	23,770		
3	LIMESTONE TRAIL	WOODCREEK NORTH	76.43	Normal wear & tear	3,103		
3	LITTLE ARKANSAS ROAD (CR174)	WOODCREEK NORTH	81.31	Normal wear & tear	826		
3	LIVEOAK CANYON ROAD	WOODCREEK NORTH	80	Normal wear & tear	2,378		
3	LONE HAN MOUNTAIN ROAD (CR113)	WOODCREEK NORTH	86.11	Normal wear & tear	25,800		
3	LONGHORN TRAIL (CR246)	WOODCREEK NORTH	66.4	Normal wear & tear	17,447		
3	LOOP 165 (CR165)	WOODCREEK NORTH	86	Normal wear & tear	14,447		
3	MARTIN ROAD (CR188)	WOODCREEK NORTH	86	Normal wear & tear	19,272		
3	MCCARTY LANE EAST (CR231)(PCT. 3)	WOODCREEK NORTH	56.63	Normal wear & tear	1,667		
3	MCCARTY LANE WEST (CR233)	WOODCREEK NORTH	148.63	Normal wear & tear	12,659		
3	MCGREGOR LANE (CR187)	WOODCREEK NORTH	81	Normal wear & tear	47,305	4 - 9'x8' precast concrete multiple box culverts	7
3	MELINDA LANE	WOODCREEK NORTH	94	Normal wear & tear	931		
3	MT GANNOR ROAD (CR220)(PCT. 3)	WOODCREEK NORTH	76.88	Normal wear & tear	8,007		
3	MT OLIVE SCHOOL ROAD (CR245)(PCT. 3)	WOODCREEK NORTH	66.4	Normal wear & tear	7,543		
3	MT SHARR ROAD (CR219)	WOODCREEK NORTH	69.69	Normal wear & tear	64,545	1-Gas Related Damage	
3	NARROWS ROAD (CR114)	WOODCREEK NORTH	69.36	Normal wear & tear	9,138		
3	OLD OAKS RANCH ROAD (CR221)	WOODCREEK NORTH	61.83	Normal wear & tear	6,025		
3	OLD PAIR ROAD (CR186)	WOODCREEK NORTH	96	Normal wear & tear	1,222		
3	OLD STAGECOACH ROAD SOUTH (CR136)	WOODCREEK NORTH	85.5	Normal wear & tear	12,480	Single-span prestressed concrete beam bridge	6
3	POSEY ROAD (CR235)(PCT. 3)	WOODCREEK NORTH	80.88	Normal wear & tear	2,736		
3	POST ROAD (CR140)	WOODCREEK NORTH	80.5	Normal wear & tear	15,661	3-single-span prestressed concrete slab beam bridge	8
3	PROCKNOW ROAD (CR195)	WOODCREEK NORTH	91	Normal wear & tear	16,829		
3	PUMP HOUSE ROAD (CR139)	WOODCREEK NORTH	62.5	Normal wear & tear	1,428		
3	PUMP STATION ROAD (CR218)	WOODCREEK NORTH	69.62	Normal wear & tear	20,452		
3	PURGATORY ROAD (CR215)	WOODCREEK NORTH	69.19	Normal wear & tear	8,274		
3	PURISLEY ROAD (CR196)	WOODCREEK NORTH	97.5	Normal wear & tear	23,236		
3	QUAIL RUN DRIVE (CR272)	WOODCREEK NORTH	61.52	Normal wear & tear	12,025		
3	RED CORRAL RANCH ROAD (CR113)	WOODCREEK NORTH	76.43	Normal wear & tear	10,300		
3	REY ROCK RANCH ROAD	WOODCREEK NORTH	71.12	Normal wear & tear	3,611		
3	RIVER MOUNTAIN ROAD	WOODCREEK NORTH	97.02	Normal wear & tear	6,130		
3	REVER ROAD (CR178)	WOODCREEK NORTH	85.78	Normal wear & tear	6,450		
3	ROLAND LANE (CR137)	WOODCREEK NORTH	82	Normal wear & tear	2,490		
3	SACHTLEBEN ROAD (CR180)	WOODCREEK NORTH	66.42	Normal wear & tear	11,997		
3	SCUDGER LANE (CR316)	WOODCREEK NORTH	68.94	Normal wear & tear	1,359		
3	SHADOW TRAIL	WOODCREEK NORTH	41	Normal wear & tear	784		
3	SPOKE HOLLOW ROAD (CR314)	WOODCREEK NORTH	56.96	Normal wear & tear	9,700		
3	SPRING ROAD (CR141)	WOODCREEK NORTH	87.5	Normal wear & tear	865		
3	ESPIER LANE	WOODCREEK NORTH	84.45	Normal wear & tear	1,895		
3	WAYSIDE DRIVE (CR179)	WOODCREEK NORTH	62.95	Normal wear & tear	31,705		
3	WINTERS MILL PARKWAY	WOODCREEK NORTH	78.94	Normal wear & tear	11,002	Bridge #1) 8 - 10'x8' precast concrete multiple box culverts; Bridge #2) 5 - 8'x8' precast concrete multiple box culverts	(Bridge #1) 6; (Bridge #2) 7
3	WREN HAVEN DRIVE	WOODCREEK NORTH	95	Normal wear & tear	890	2,005,907	379.91
4	LIVE OAK DRIVE (ALLIGRE MONANTIAL)	ALLIGRE MONANTIAL	94	Normal wear & tear	1,131		
4	7th OAK STREET	ALLIGRE MONANTIAL	94	Normal wear & tear	421		
4	POST OAK PATH	ALLIGRE MONANTIAL	86.5	Normal wear & tear	1,712		
4	SPANISH OAK TRAIL	ALLIGRE MONANTIAL	86.5	Normal wear & tear	1,648		
4	SEPTEMBER KING DRIVE	AUTUMN WOODS	99	Normal wear & tear	2,013		
4	TIS AUTUMN COURT	AUTUMN WOODS	99	Normal wear & tear	370		
4	BARTON CREEK CIRCLE	BARTON CREEK RANCH	96.12	Normal wear & tear	882		
4	BARTON CREEK DRIVE	BARTON CREEK RANCH	96.12	Normal wear & tear	8,000		
4	BARTON RANCH CIRCLE	BARTON CREEK RANCH	96.12	Normal wear & tear	1,611		
4	BARTON RANCH ROAD	BARTON CREEK RANCH	96.12	Normal wear & tear	2,103		
4	BARTONS PASS	BARTON CREEK RANCH	96.12	Normal wear & tear	947		
4	BEAR CREEK PASS (CR367)	BEAR CREEK ESTATES	90.41	Normal wear & tear	5,869		
4	BLUFF TRAIL	BEAR CREEK ESTATES	89.03	Normal wear & tear	1,675		
4	CROSSCREEK DRIVE	BEAR CREEK ESTATES	92.49	Normal wear & tear	5,061		
4	SPANISH OAK CIRCLE	BEAR CREEK ESTATES	95	Normal wear & tear	1,061		
4	WEBB DRIVE	BELTERRA	76.32	Normal wear & tear	1,565		
4	ABBOTT DRIVE	BELTERRA	83.36	Normal wear & tear	1,628		
4	ABERDEEN COURT	BELTERRA	90.27	Normal wear & tear	190		
4	ACADEIA COURT	BELTERRA	90.73	Normal wear & tear	110		
4	ALABAMA DRIVE	BELTERRA	97.83	Normal wear & tear	248		
4	ANGELINA VALLEY DRIVE	BELTERRA	90.73	Normal wear & tear	1,211		
4	AURORA LANE	BELTERRA	90.73	Normal wear & tear	304		
4	ASPEN DRIVE	BELTERRA	97.02	Normal wear & tear	3,558	Bridge #1) 4 - 7'x8' precast concrete multiple box culverts; Bridge #2) 8 - 8'x8' precast concrete multiple box culverts	(Bridge #1) 6; (Bridge #2) 7
4	ATWATER COVE	BELTERRA	97.3	Normal wear & tear	553		
4	BELTERRA DRIVE	BELTERRA	73.72	Normal wear & tear	14,426	Bridge #1) 3 precast concrete multiple box culverts (2 - 7'x8', 1 - 8'x7'); Bridge #2) 4 - 8'x8' precast concrete multiple box culverts	(Bridge #1) 7; (Bridge #2) 7
4	BETTERHOOT LANE	BELTERRA	97.5	Normal wear & tear	180		
4	BOLTON DRIVE	BELTERRA	90.1	Normal wear & tear	1,340		
4	BROADSHAW DRIVE	BELTERRA	87.14	Normal wear & tear	849		
4	BREWWOOD DRIVE	BELTERRA	97.88	Normal wear & tear	3,026		
4	BRIGHTON LANE	BELTERRA	90.11	Normal wear & tear	1,466		
4	CANTERBURY DRIVE	BELTERRA	90.26	Normal wear & tear	1,603		
4	CATALINA LANE	BELTERRA	82.73	Normal wear & tear	4,682		
4	CHALLIS COURT	BELTERRA	97.88	Normal wear & tear	570		
4	CHAMBERY COURT	BELTERRA	90.39	Normal wear & tear	240		
4	CORK LANE	BELTERRA	90.27	Normal wear & tear	750		
4	CORSICA LANE	BELTERRA	90.73	Normal wear & tear	304		
4	CHAMPTON COVE	BELTERRA	90.73	Normal wear & tear	744		
4	DESCHUTES COURT	BELTERRA	97.84	Normal wear & tear	167		
4	DORSET LANE	BELTERRA	90.26	Normal wear & tear	1,210		
4	DRURY LANE	BELTERRA	97.64	Normal wear & tear	2,391		
4	EATON LANE	BELTERRA	96.02	Normal wear & tear	682		
4	EPHRAIM COURT	BELTERRA	90.36	Normal wear & tear	682		
4	FINCANTO PLACE	BELTERRA	92.06	Normal wear & tear	1,297		
4	ESTES DRIVE	BELTERRA	87.28	Normal wear & tear	1,083		
4	GALLOWAY LANE	BELTERRA	90.73	Normal wear & tear	1,310		
4	GRAFTON LANE	BELTERRA	90.27	Normal wear & tear	1,711		
4	GRANITE LANE	BELTERRA	97.02	Normal wear & tear	1,379		
4	HARGRAVES DRIVE	BELTERRA	81.49	Normal wear & tear	652		
4	HARRIS DRIVE	BELTERRA	90.41	Normal wear & tear	4,000		
4	HOLLY COURT	BELTERRA	84.11	Normal wear & tear	241		
4	HOLTON DRIVE	BELTERRA	82.78	Normal wear & tear	1,294		
4	KENSINGTON LANE	BELTERRA	90.1	Normal wear & tear	1,441		

4	KINGSTON WAY	BELTERRA	90.26	Normal wear & tear	311		
4	KINLOCH COURT	BELTERRA	90.6	Normal wear & tear	424		
4	KIRKLAND COURT	BELTERRA	90.41	Normal wear & tear	1,721		
4	LAVACA HEIGHTS DRIVE	BELTERRA	90.06	Normal wear & tear	933		
4	LAXINGTON DRIVE	BELTERRA	90.1	Normal wear & tear	2,666		
4	LITTLETON DRIVE	BELTERRA	100	Normal wear & tear	2,366		
4	LONGMONT LANE	BELTERRA	100	Normal wear & tear	1,723		
4	MAEVE'S WAY	BELTERRA	95	Normal wear & tear	1,274		
4	MANCHESTER LANE	BELTERRA	95	Normal wear & tear	2,888		
4	MEGANA HILLS COURT	BELTERRA	90.06	Normal wear & tear	464		
4	MENDOCINO LANE	BELTERRA	100	Normal wear & tear	3,274		
4	MERION DRIVE	BELTERRA	100	Normal wear & tear	3,163		
4	MESA VERDE DRIVE	BELTERRA	90.5	Normal wear & tear	8,071		
4	MIRAFIELD LANE	BELTERRA	95	Normal wear & tear	1,653		
4	MISS ASHLEY STREET	BELTERRA	95	Normal wear & tear	504		
4	MONARCH LANE	BELTERRA	100	Normal wear & tear	1,923		
4	NANTUCKET CIRCLE	BELTERRA	100	Normal wear & tear	1,231		
4	NAPLES LANE	BELTERRA	95	Normal wear & tear	3,299		
4	NEWCASTLE COURT	BELTERRA	95	Normal wear & tear	170		
4	NOAH'S COURT	BELTERRA	100	Normal wear & tear	442		
4	OXFORD COURT	BELTERRA	95	Normal wear & tear	647		
4	PAGORA COURT	BELTERRA	95	Normal wear & tear	369		
4	PALISADE DRIVE	BELTERRA	100	Normal wear & tear	1,739		
4	PRESOTT DRIVE	BELTERRA	100	Normal wear & tear	1,296		
4	SAINT RICHIE LANE	BELTERRA	95	Normal wear & tear	838		
4	SAND HILLS LANE	BELTERRA	100	Normal wear & tear	2,360		
4	SARFORD LANE	BELTERRA	95	Normal wear & tear	330		
4	SERENITY COURT	BELTERRA	95	Normal wear & tear	190		
4	SPYGLASS COVE	BELTERRA	100	Normal wear & tear	511		
4	STRATTON COURT	BELTERRA	95	Normal wear & tear	340		
4	TABAGO COURT	BELTERRA	100	Normal wear & tear	873		
4	TORINGTON DRIVE	BELTERRA	95	Normal wear & tear	2,533		
4	TRINITY HILLS DRIVE	BELTERRA	100	Normal wear & tear	7,814	2'x4' precast concrete multiple box culverts	8
4	VENICE COVE	BELTERRA	100	Normal wear & tear	754		
4	VICTORIA COURT	BELTERRA	95	Normal wear & tear	548		
4	WELLSLEY COURT	BELTERRA	100	Normal wear & tear	290		
4	WELLINGTON DRIVE	BELTERRA	100	Normal wear & tear	1,645		
4	WELSHPOOL COURT	BELTERRA	100	Normal wear & tear	184		
4	WETMORE LANE	BELTERRA	95	Normal wear & tear	372		
4	WISANO PASS	BIG COUNTRY	69.5	Normal wear & tear	829		
4	WISANO TRAIL	BIG COUNTRY	85	Normal wear & tear	3,641		
4	WISDOMORE TRAIL	BIG COUNTRY	82.5	Normal wear & tear	3,122		
4	SUMMIT PASS	BIG COUNTRY	72	Normal wear & tear	1,062		
4	TRAIL DRIVE	BIG COUNTRY	79	Normal wear & tear	13,344		
4	WELLS FARGO TRAIL	BIG COUNTRY	82	Normal wear & tear	2,640		
4	RUGGED EARTH DRIVE	BLUE SKY RANCH	100	Normal wear & tear	1,558		
4	PAISANO CIRCLE	BOONDOOS	80	Normal wear & tear	1,844		
4	BUCKSKIN TRAIL	BUCKSKIN TRAIL	96	Normal wear & tear	1,659		
4	FOUR STAR BOULEVARD	BUSH RANCH	97.73	Normal wear & tear	872		
4	EDGE STONE DRIVE	BUSH RANCH	17.43	Normal wear & tear	877		
4	ROCKY RIDGE TRAIL	BUSH RANCH	100	Normal wear & tear	1,874		
4	AMERICAN WAY	CALICHE HILLS	97.54	Normal wear & tear	965		
4	BRIDGEWATER LOOP	CALIFORNIA	90	Normal wear & tear	1,857		
4	CANA DRIVE	CALIFORNIA	90	Normal wear & tear	239		
4	BELL HILL DRIVE	CALIFORNIA	97.99	Normal wear & tear	832		
4	BRUNS WAY	CALIFORNIA	97.99	Normal wear & tear	913		
4	CALIFORNIA PARKWAY	CALIFORNIA	97.99	Normal wear & tear	3,841	Bridge #11 single-span precast concrete beam bridge; Bridge #2 3-span, open prestressed concrete beam bridge	(Bridge #1) 8; (Bridge #2) 8
4	CAPSTONE COURT	CALIFORNIA	97.81	Normal wear & tear	498		
4	DOUBLE L DRIVE	CALIFORNIA		Normal wear & tear	2,087		
4	EMMANUELLE COURT	CALIFORNIA	96.42	Normal wear & tear	287		
4	EVELYN COURT	CALIFORNIA	95.24	Normal wear & tear	550		
4	HOPE WELL ROAD	CALIFORNIA	92.06	Normal wear & tear	722		
4	PAK LAND DRIVE	CALIFORNIA	92.06	Normal wear & tear	335		
4	PEASANT CIRCLE	CALIFORNIA	92.06	Normal wear & tear	2,619		
4	PREMIER PASS LOOP	CALIFORNIA	88.71	Normal wear & tear	1,515		
4	WATERS EDGE COVE	CALIFORNIA	100	Normal wear & tear	1,698		
4	WATERS VIEW COURT	CALIFORNIA	100	Normal wear & tear	1,517		
4	WHITE ROCK COURT	CALIFORNIA	100	Normal wear & tear	628		
4	WYNMADE DRIVE	CALIFORNIA	100	Normal wear & tear	2,342		
4	CAROL ANN DRIVE	CAROL OAKS	66.69	Normal wear & tear	2,146		
4	BLUEBIRD DRIVE	CHAPARRAL PARK	87.5	Normal wear & tear	2,047		
4	CARDINAL DRIVE	CHAPARRAL PARK	94	Normal wear & tear	1,790		
4	CHAPARRAL ROAD	CHAPARRAL PARK	94	Normal wear & tear	7,556	7'-10'x7' precast concrete multiple box culverts	8
4	COVE DRIVE (CHAPARRAL PARK)	CHAPARRAL PARK	94	Normal wear & tear	2,272		
4	HUMPHREY ROAD	CHAPARRAL PARK	86.5	Normal wear & tear	423		
4	MOCKENBERG DRIVE	CHAPARRAL PARK	86.5	Normal wear & tear	2,065		
4	QUAL ROAD	CHAPARRAL PARK	86.5	Normal wear & tear	2,062		
4	ROBIN ROAD	CHAPARRAL PARK	86.5	Normal wear & tear	2,605		
4	SPARROW DRIVE	CHAPARRAL PARK	94	Normal wear & tear	967		
4	SWALLOW DRIVE	CHAPARRAL PARK	86.5	Normal wear & tear	1,038		
4	WIEN ROAD	CHAPARRAL PARK	94	Normal wear & tear	403		
4	CRYSTAL CREEK DRIVE	CIMARRON PARK	81.5	Normal wear & tear	2,722		
4	CASPIY DRIVE	CIMARRON PARK	81.5	Normal wear & tear	2,116		
4	EAGLE NEST DRIVE	CIMARRON PARK	79.5	Normal wear & tear	3,706		
4	ICHO COVE	CIMARRON PARK	81.5	Normal wear & tear	159		
4	EDGEWOOD DRIVE	CIMARRON PARK	81.5	Normal wear & tear	430		
4	HUNT LANE	CIMARRON PARK	80.5	Normal wear & tear	625		
4	LAKEWOOD DRIVE (CR307)	CIMARRON PARK	81.5	Normal wear & tear	2,726		
4	LAUREL PATH	CIMARRON PARK	86.5	Normal wear & tear	963		
4	LEWIS LANE	CIMARRON PARK	99	Normal wear & tear	1,330		
4	PHEASANT RUN	CIMARRON PARK	80	Normal wear & tear	1,300		
4	QUAL COVE (CIMARRON PARK)(CT. 4)	CIMARRON PARK	81.5	Normal wear & tear	294		
4	RANGER DRIVE	CIMARRON PARK	80.5	Normal wear & tear	3,353		
4	RIFFLE ROCK LANE	CIMARRON PARK	81.5	Normal wear & tear	717		
4	SHADOW LANE	CIMARRON PARK	81.5	Normal wear & tear	210		
4	SHADY ACRES DRIVE	CIMARRON PARK	81.5	Normal wear & tear	2,117		
4	SLIPPERY ROCK DRIVE	CIMARRON PARK	80	Normal wear & tear	572		
4	SPICKY ROCK LANE	CIMARRON PARK	81.5	Normal wear & tear	769		
4	TAYLOR DRIVE	CIMARRON PARK	80.5	Normal wear & tear	3,231		
4	TURKEY COVE	CIMARRON PARK	81.5	Normal wear & tear	295		
4	TAIL LANE	CIMARRON PARK	81.5	Normal wear & tear	440		
4	WARRPATH LANE	CIMARRON PARK	81.5	Normal wear & tear	454		
4	COPPER HILLS DRIVE	COPPER HILLS	99	Normal wear & tear	2,361		
4	COPPERLEAF TRAIL	COPPER HILLS	99	Normal wear & tear	976		
4	COPPERFACE DRIVE	COPPER HILLS	99	Normal wear & tear	775		
4	HAWK DRIVE	COPPER HILLS	94	Normal wear & tear	2,287		
4	ASTER COVE	COVES OF CIMARRON	83.39	Normal wear & tear	696		
4	ACALGA CIRCLE	COVES OF CIMARRON		Normal wear & tear	322		
4	BERRUDA LANE	COVES OF CIMARRON	89	Normal wear & tear	344		
4	BUCKWHEAT PASS	COVES OF CIMARRON	89	Normal wear & tear	797		
4	BUTTERCUP TRAIL	COVES OF CIMARRON	89	Normal wear & tear	1,328		
4	CLOVERLEAF COVE	COVES OF CIMARRON	89	Normal wear & tear	826		
4	DAYBREAK COVE	COVES OF CIMARRON	89	Normal wear & tear	438		
4	DAYBERRY COVE	COVES OF CIMARRON	89	Normal wear & tear	809		
4	COVE DRIVE (COVES OF CIMARRON)	COVES OF CIMARRON	84	Normal wear & tear	6,002		
4	FIRELY COVE	COVES OF CIMARRON	89	Normal wear & tear	725		
4	FOX HOLLOW	COVES OF CIMARRON	89	Normal wear & tear	1,456		
4	LANTANA TRAIL	COVES OF CIMARRON	89	Normal wear & tear	905		
4	LARKSPUR LANE	COVES OF CIMARRON	86.5	Normal wear & tear	631		
4	LAUREL COVE	COVES OF CIMARRON	86.5	Normal wear & tear	1,290		
4	LAZY OAK COVE	COVES OF CIMARRON	89	Normal wear & tear	1,034		
4	MAGNOLIA COVE	COVES OF CIMARRON	86.5	Normal wear & tear	1,324		
4	NOPAL LANE	COVES OF CIMARRON	89	Normal wear & tear	665		
4	POPPY COVE	COVES OF CIMARRON	89	Normal wear & tear	666		
4	PRICKLY PEAR PASS	COVES OF CIMARRON	86.5	Normal wear & tear	2,473		
4	RACCOON RUN	COVES OF CIMARRON	86.5	Normal wear & tear	745		
4	REDBIRD DRIVE	COVES OF CIMARRON	89	Normal wear & tear	719		
4	SAGEBUSH CIRCLE	COVES OF CIMARRON	89	Normal wear & tear	305		
4	SAGEJARO DRIVE	COVES OF CIMARRON	86.5	Normal wear & tear	968		
4	SEETOP DRIVE	COVES OF CIMARRON	86.5	Normal wear & tear	2,540		
4	CROSSROADS DRIVE	CROSSROADS ESTATES	84.53	Normal wear & tear	2,742		
4	CARTMAN OVERLOOK	DAKOTA MOUNTAIN ESTATES	87.05	Normal wear & tear	716		
4	DAKOTA MOUNTAIN DRIVE	DAKOTA MOUNTAIN ESTATES	87.22	Normal wear & tear	2,037		
4	DEER CREEK CIRCLE (CR200)	DEER CREEK	82.58	Normal wear & tear	5,450		
4	GREEN OAK DRIVE	DEER CREEK	89.31	Normal wear & tear	1,296		
4	BOWLIN COVE	DEERFIELD ESTATES	81.67	Normal wear & tear	451		
4	HANNAH DRIVE	DEERFIELD ESTATES	80.83	Normal wear & tear	2,152		
4	WINDMILL WAY	DOUGLAS ESTATES	96	Normal wear & tear	2,273		
4	BREED ROAD	DOUGLAS ESTATES	86.1	Normal wear & tear	845		
4	HARMON HILLS ROAD (CR348)	DOUGLAS ESTATES	92.32	Normal wear & tear	9,300		
4	HURLBURT ROAD	DOUGLAS ESTATES	86.1	Normal wear & tear	2,208		
4	SULLIVAN RIDGE	DOUGLAS ESTATES	97.5	Normal wear & tear	1,930		
4	GREENWOOD DRIVE SOUTH	DRIFTWOOD FALLS ESTATES	95.99	Normal wear & tear	3,587		
4	BRADY PASS	DRIPPING SPRINGS RANCH	91.03	Normal wear & tear	1,073		
4	CALL DRIVE	ESTATES OF SAWYER RANCH	97.42	Normal wear & tear	2,366		
4	CDSP DRIVE	ESTATES OF SAWYER RANCH	98.71	Normal wear & tear	381		
4	DAISY DRIVE	ESTATES OF SAWYER RANCH	91.13	Normal wear & tear	327		
4	JULY JOHNSON DRIVE	ESTATES OF SAWYER RANCH	97.42	Normal wear & tear	3,527		
4	SPORN COVE	ESTATES OF SAWYER RANCH	86.71	Normal wear & tear	846		
4	FIELDSTONE LOOP	FIELDSTONE	80.91	Normal wear & tear	7,653		
4	KIDS COVE	FIELDSTONE	89.33	Normal wear & tear	291		
4	FITZGERALD CORNERS	FITZGERALD CORNERS	60.09	Normal wear & tear	1,163		
4	FOX RUN DRIVE	FOX RUN ESTATES	85.02	Normal wear & tear	1,845		
4	CARDINAL HILL	FRIENDSHIP RANCH	92.99	Normal wear & tear	627		
4	BEERPOOT TRAIL	FRIENDSHIP RANCH	91.86	Normal wear & tear	699		
4	BECHO BLUFF	FRIENDSHIP RANCH	91.86	Normal wear & tear	5,221		
4	FRIENDSHORN WAY (FRIENDSHIP RANCH)	FRIENDSHIP RANCH	92.02	Normal wear & tear	2,272		
4	FRIENDSWOOD LANE	FRIENDSHIP RANCH	91.86	Normal wear & tear	4,704		
4	VIEW RIDGE	FRIENDSHIP RANCH	97.5	Normal wear & tear	579		
4	CHRISTAL CANY DRIVE	GOLDENWOOD	86.97	Normal wear & tear	626		
4	CRYSTAL HILL DRIVE	GOLDENWOOD	39.27	Normal wear & tear	4,402		
4	GLEN HAVEN PATH	GOLDENWOOD	95.97	Normal wear & tear	780		
4	GOLDEN OAKS LANE	GOLDENWOOD	83.97	Normal wear & tear	611		
4	GOLDENWOOD WAY	GOLDENWOOD	95.97	Normal wear & tear	5,071		
4	HIDDEN SPRINGS LANE	GOLDENWOOD	91	Normal wear & tear	941		
4	POST OAK GLEN	GOLDENWOOD	100	Normal wear & tear	995		
4	REVENUE LANE	GOLDENWOOD	100	Normal wear & tear	1,652		
4	SHANTIVANA TRAIL	GOLDENWOOD	100	Normal wear & tear	1,449		
4	SWEETWOOD TRAIL	GOLDENWOOD	100	Normal wear & tear	938		
4	WILLOW CIRCLE (PCT. 4)	GOLDENWOOD	100	Normal wear & tear	1,173		
4	QUARTIA DRIVE	GOLDENWOOD WEST	89.05	Normal wear & tear	1,187		
4	ARBICLES CIRCLE	GOLDENWOOD WEST	89.05	Normal wear & tear	508		
4	BLUESTER COURT	GOLDENWOOD WEST	89.05	Normal wear & tear	429		
4	COVOTE RIDGE	GOLDENWOOD WEST	89.05	Normal wear & tear	1,320		
4	CHERRY DRIVE	GOLDENWOOD WEST	89.05	Normal wear & tear	2,096		
4	CHERRY VIEW DRIVE	GOLDENWOOD WEST	89.05	Normal wear & tear	320		
4	LONE DEER RUN	GOLDENWOOD WEST	95	Normal wear & tear	332		
4	MEADOW VIEW DRIVE (GOLDENWOOD WEST)	GOLDENWOOD WEST	95	Normal wear & tear	311		
4	PERSIMMON GROVE	GOLDENWOOD WEST	95	Normal wear & tear	635		
4	SCINC OAKS DRIVE	GOLDENWOOD WEST	95	Normal wear & tear	472		
4	WESTVIEW TRAIL	GOLDENWOOD WEST	100	Normal wear & tear	6,177		
4	WHITTETAIL RUN	GOLDENWOOD WEST	95	Normal wear & tear	971		
4	CARROL LANE	HARMON HILLS	96.07	Normal wear & tear	1,485		
4	HARMON HILLS COVE (CR349)	HARMON HILLS	93.07	Normal wear & tear	3,934</		

4	DEERFIELD ROAD	HAYS COUNTRY ACRES	78.24	Normal wear & tear	4,886
4	FAIR MEADOW DRIVE	HAYS COUNTRY ACRES	81.33	Normal wear & tear	2,189
4	HAYS COUNTRY ACRES ROAD	HAYS COUNTRY ACRES	67.98	Normal wear & tear	6,645
4	WHISPERING VALLEY	HAYS COUNTRY ACRES	100	Normal wear & tear	965
4	WINDY TRAIL	HAYS COUNTRY OAKS	81.32	Normal wear & tear	2,875
4	COUNTRY OAKS DRIVE	HAYS COUNTRY OAKS	87.5	Normal wear & tear	7,712
4	ELLIOTT RANCH ROAD	HAYS COUNTRY OAKS	88.5	Normal wear & tear	3,103
4	BERRY'S LANE (CR143)	HAYS COUNTRY OAKS	85	Normal wear & tear	3,219
4	LIVE OAK LOOP	HAYS COUNTRY OAKS	87.5	Normal wear & tear	5,911
4	OAK ARBOR TRAIL	HAYS COUNTRY OAKS	86.5	Normal wear & tear	2,277
4	OAK GROVE ROAD (PCT. 4)	HAYS COUNTRY OAKS	75	Normal wear & tear	9,576
4	CANWOOD DRIVE	HAYS COUNTRY OAKS	85	Normal wear & tear	2,607
4	RED OAK ROAD	HAYS COUNTRY OAKS	87.5	Normal wear & tear	3,843
4	SCENIC OAK TRAIL	HAYS COUNTRY OAKS	87.5	Normal wear & tear	3,784
4	JOHNSON SKY COURT	HEADWATERS AT BARTON CREEK	91.35	Normal wear & tear	2,064
4	DAYBIDGE DRIVE	HEADWATERS AT BARTON CREEK	93.35	Normal wear & tear	4,142
4	HAZY HILLS LOOP	HEADWATERS AT BARTON CREEK	93.35	Normal wear & tear	8,443
4	HEADWATERS BOULEVARD	HEADWATERS AT BARTON CREEK	91.35	Normal wear & tear	979
4	ROY BRANCH ROAD	HEADWATERS AT BARTON CREEK	93.35	Normal wear & tear	292
4	SMOKE TREE CIRCLE	HEADWATERS AT BARTON CREEK	93.35	Normal wear & tear	1,231
4	STARFIRE DRIVE	HEADWATERS AT BARTON CREEK	93.35	Normal wear & tear	1,495
4	TERRA TRAIL	HEADWATERS AT BARTON CREEK	92.06	Normal wear & tear	2,037
4	COVENS COURT	HEADWATERS AT BARTON CREEK	81.49	Normal wear & tear	888
4	COLE STREET	HERITAGE COUNTRY	61.34	Normal wear & tear	2,178
4	GARRITT STREET	HERITAGE COUNTRY	66.01	Normal wear & tear	0
4	SUNDOWN RIDGE	HERITAGE COUNTRY	90	Normal wear & tear	3,479
4	TRAILS END (HERITAGE COUNTRY)(PCT. 4)	HERITAGE COUNTRY	92.5	Normal wear & tear	5,556
4	CARRAGE HOUSE LANE	HERITAGE OAKS	69.34	Normal wear & tear	4,279
4	COACH HOUSE ROAD	HERITAGE OAKS	72.17	Normal wear & tear	2,512
4	HERITAGE OAKS DRIVE	HERITAGE OAKS	89.78	Normal wear & tear	3,982
4	AUBREY HILL STREET	HERITAGE OAKS	81.80	Normal wear & tear	6,128
4	LONG CREEK ROAD	HERITAGE OAKS	97.5	Normal wear & tear	4,759
4	LONGWOOD ROAD	HERITAGE OAKS	92.5	Normal wear & tear	3,147
4	SCARLET RIDGE	HERITAGE OAKS	100	Normal wear & tear	1,224
4	SENTINEL HILL DRIVE	HERITAGE OAKS	100	Normal wear & tear	1,877
4	TALL OAKS TRAIL	HERITAGE OAKS	100	Normal wear & tear	4,495
4	WINDY RIDGE DRIVE	HERITAGE WEST	96.11	Normal wear & tear	9
4	HIDEAWAY CIRCLE	HERITAGE WEST	93.17	Normal wear & tear	383
4	HIGH VISTA CIRCLE	HERITAGE WEST	93.17	Normal wear & tear	284
4	PANORAMA DRIVE	HILL CREEK WEST	90	Normal wear & tear	3,321
4	ELKING CIRCLE	HILL CREEK WEST	100	Normal wear & tear	834
4	TWIN CREEK CIRCLE	HILL CREEK WEST	100	Normal wear & tear	1,491
4	BARTON MEADOW DRIVE	HILLS OF SPRINGLAKE	73.68	Normal wear & tear	1,426
4	FORESTAD LANE	HILLS OF SPRINGLAKE	81.13	Normal wear & tear	1,357
4	LITTLE BARTON DRIVE	HILLS OF SPRINGLAKE	100	Normal wear & tear	1,678
4	OAK GROVE DRIVE	HILLS OF SPRINGLAKE	92.5	Normal wear & tear	1,143
4	GATEWAY DRIVE	HILLS OF SPRINGLAKE	100	Normal wear & tear	1,385
4	PATRICKS WAY DRIVE	HILLS OF SPRINGLAKE	100	Normal wear & tear	699
4	SPRING VALLEY DRIVE	HILLS OF SPRINGLAKE	100	Normal wear & tear	6,130
4	VALLEY RIDGE DRIVE	HILLS OF SPRINGLAKE	97.5	Normal wear & tear	874
4	CACTUS CROSSING	HILLS OF TEXAS	76.34	Normal wear & tear	528
4	CRYSTAL WAY	HILLS OF TEXAS	81.09	Normal wear & tear	1,493
4	KEMP HILLS DRIVE	HILLS OF TEXAS	68.34	Normal wear & tear	7,415
4	RIO BRAVO LANE	HILLS OF TEXAS	100	Normal wear & tear	651
4	TEXAS TRAIL	HILLS OF TEXAS	100	Normal wear & tear	1,871
4	ESTATE CIRCLE	HILLS OF TEXAS ESTATES	79.84	Normal wear & tear	369
4	HAZARDONE MOUNTAIN WAY	HILLS OF TEXAS ESTATES	94	Normal wear & tear	2,187
4	LONE CYPRESS COVE	HOWARD RANCH	100	Normal wear & tear	315
4	TRIMBLED WATERS TRAIL	HOWARD RANCH	100	Normal wear & tear	1,174
4	WICKAS SHADOW COURT	HOWARD RANCH	100	Normal wear & tear	314
4	APPLETON COURT	HUNTINGTON ESTATES	87.32	Normal wear & tear	1,316
4	CRYSTEN LANE	HUNTINGTON ESTATES	92.5	Normal wear & tear	2,069
4	CRYSTEN LANE SOUTH	HUNTINGTON ESTATES	92.5	Normal wear & tear	131
4	MAYBROOK COURT	HUNTINGTON ESTATES	92.5	Normal wear & tear	315
4	MAYBROOK DRIVE	HUNTINGTON ESTATES	92.5	Normal wear & tear	2,568
4	HILLINGTON LANE	HUNTINGTON ESTATES	92.5	Normal wear & tear	2,841
4	MONTVILE LANE	HUNTINGTON ESTATES	92.5	Normal wear & tear	993
4	INDIAN CREEK RANCH	INDIAN CREEK RANCH	93	Normal wear & tear	3,500
4	RIGHTWATER PRESERVE	KYNDENALL	97.5	Normal wear & tear	997
4	LEONAR PASS ROAD	LENNER RANCH ADDITION	77.43	Normal wear & tear	2,362
4	AVOCET DRIVE	LEISUREWOODS	71	Normal wear & tear	741
4	BITTERN CIRCLE	LEISUREWOODS	71	Normal wear & tear	341
4	CANASBACK DRIVE	LEISUREWOODS	71	Normal wear & tear	1,112
4	CANYON WREN DRIVE	LEISUREWOODS	66	Normal wear & tear	7,435
4	CANAKARA DRIVE	LEISUREWOODS	71	Normal wear & tear	2,100
4	CONTONCHER CIRCLE	LEISUREWOODS	71	Normal wear & tear	296
4	DUNLIN DRIVE	LEISUREWOODS	71	Normal wear & tear	1,164
4	GOLDENEYE CIRCLE	LEISUREWOODS	71	Normal wear & tear	561
4	KILDEER DRIVE	LEISUREWOODS	71	Normal wear & tear	1,534
4	KINGLET CIRCLE	LEISUREWOODS	71	Normal wear & tear	196
4	LEISUREWOODS DRIVE	LEISUREWOODS	66	Normal wear & tear	6,762
4	LONGSPUR DRIVE	LEISUREWOODS	71	Normal wear & tear	1,616
4	MUTHATCH DRIVE	LEISUREWOODS	71	Normal wear & tear	1,149
4	PHALARIS DRIVE	LEISUREWOODS	71	Normal wear & tear	1,570
4	PHOEBE DRIVE	LEISUREWOODS	71	Normal wear & tear	141
4	PINE SEASON DRIVE	LEISUREWOODS	68.5	Normal wear & tear	3,846
4	SHINE DRIVE	LEISUREWOODS	71	Normal wear & tear	1,883
4	TOWHEE DRIVE	LEISUREWOODS	71	Normal wear & tear	2,067
4	TURNSTONE DRIVE	LEISUREWOODS	71	Normal wear & tear	1,251
4	VERON DRIVE	LEISUREWOODS	71	Normal wear & tear	2,282
4	VIREO DRIVE	LEISUREWOODS	71	Normal wear & tear	224
4	WALWING DRIVE	LEISUREWOODS	71	Normal wear & tear	1,011
4	WILLET DRIVE	LEISUREWOODS	71	Normal wear & tear	2,076
4	CHICA STREET	LOS RANCHOS	95.85	Normal wear & tear	1,204
4	GRANGE STREET	LOS RANCHOS	96.08	Normal wear & tear	5,415
4	ARMADILLO TRACE	MARLBORO COUNTRY	94.98	Normal wear & tear	493
4	BRIDGES LANE	MARLBORO COUNTRY	99	Normal wear & tear	1,411
4	DOUGLEN TRAIL (CR155)	MARLBORO COUNTRY	96.5	Normal wear & tear	2,626
4	MY ROAD (CR147)	MARLBORO COUNTRY	96.5	Normal wear & tear	3,477
4	JAMES TRAIL	MARLBORO COUNTRY	99	Normal wear & tear	665
4	RABBIT RUN	MARLBORO COUNTRY	99	Normal wear & tear	495
4	MEADOW CREEK DRIVE	MEADOW CREEK RANCH	100	Normal wear & tear	2,080
4	MEADOW RIDGE DRIVE	MEADOW CREEK RANCH	98.5	Normal wear & tear	2,531
4	PARK COVE	MEADOW CREEK RANCH	100	Normal wear & tear	1,138
4	ELEN VALLEY DRIVE	MEADOW OAKS	96.10	Normal wear & tear	2,883
4	GREENRIDGE LANE	MEADOW OAKS	96.12	Normal wear & tear	433
4	HILLSIDE DRIVE (PCT. 4)	MEADOW OAKS	96.13	Normal wear & tear	1,052
4	MEADOW OAKS DRIVE	MEADOW OAKS	100	Normal wear & tear	1,056
4	MEADOWS LANE	MEADOW OAKS	100	Normal wear & tear	3,599
4	MEADOWS LANE	MEADOW OAKS	100	Normal wear & tear	654
4	MEADOWS LANE	MEADOW OAKS	100	Normal wear & tear	644
4	MORGAN HILL DRIVE	MEADOW OAKS	100	Normal wear & tear	1,368
4	SHADOWWOOD DRIVE	MEADOW OAKS	100	Normal wear & tear	2,987
4	BLOSSOM VALLEY STREAM	MEADOWS AT BUDA	88.5	Normal wear & tear	2,943
4	CLEAR WATER PATH	MEADOWS AT BUDA	96	Normal wear & tear	854
4	COLD SPRING	MEADOWS AT BUDA	91	Normal wear & tear	1,607
4	CRYSTAL CITY CREEK	MEADOWS AT BUDA	96	Normal wear & tear	998
4	HONEY GROVE	MEADOWS AT BUDA	96	Normal wear & tear	486
4	HOPKINS VALLEY	MEADOWS AT BUDA	91	Normal wear & tear	181
4	NOT SPRING VALLEY	MEADOWS AT BUDA	96	Normal wear & tear	5,411
4	LONE TREE HOLLOW	MEADOWS AT BUDA	88.5	Normal wear & tear	304
4	PARADISE MOUNTAIN	MEADOWS AT BUDA	78.5	Normal wear & tear	1,741
4	PEACOCK TRAIL	MEADOWS AT BUDA	96	Normal wear & tear	330
4	PURE NATURE WAY	MEADOWS AT BUDA	96	Normal wear & tear	270
4	ROSEBUD SPRING	MEADOWS AT BUDA	81	Normal wear & tear	269
4	IRON OAK HOLLOW	MEADOWS AT BUDA	88.5	Normal wear & tear	357
4	TRANQUILITY MOUNTAIN	MEADOWS AT BUDA	88.5	Normal wear & tear	2,129
4	WALK GROVE	MEADOWS AT BUDA	96	Normal wear & tear	125
4	WILLOW CITY VALLEY	MEADOWS AT BUDA	88.5	Normal wear & tear	993
4	MORNING DOVE LANE	OAK FOREST	86.5	Normal wear & tear	2,021
4	OAK FOREST COURT	OAK FOREST	86.5	Normal wear & tear	1,637
4	OAK FOREST DRIVE (OAK FOREST)(PCT. 4)	OAK FOREST	86.5	Normal wear & tear	3,610
4	OAK HOLLOW COURT	OAK FOREST	86.5	Normal wear & tear	460
4	OAK HOLLOW LANE	OAK FOREST	86.5	Normal wear & tear	1,163
4	WOOD HOLLOW COURT	OAK FOREST	86.5	Normal wear & tear	631
4	WOODLAND OAKS TRAIL	OAK FOREST	86.5	Normal wear & tear	3,118
4	OAK BRANCH DRIVE	OAK RUN WEST	81.5	Normal wear & tear	5,607
4	ENCHANTED OAKS DRIVE	ONION CREEK RANCH	84.14	Normal wear & tear	6,529
4	ONION CREEK RANCH ROAD	ONION CREEK RANCH	86.5	Normal wear & tear	4,072
4	EASTERN WAY	PARTEN RANCH	91.06	Normal wear & tear	1,748
4	EISLEHART ROAD	PARTEN RANCH	92.06	Normal wear & tear	907
4	FRESIDOE ROAD	PARTEN RANCH	85.36	Normal wear & tear	762
4	LACON ROAD	PARTEN RANCH	85.36	Normal wear & tear	233
4	PARTEN RANCH PARKWAY	PARTEN RANCH	85.36	Normal wear & tear	2,187
4	PEAR TREE LANE	PARTEN RANCH	85.06	Normal wear & tear	516
4	RUNNING BIRD ROAD	PARTEN RANCH	85.30	Normal wear & tear	2,453
4	PEAR TREE LANE	PARTEN RANCH	85.36	Normal wear & tear	319
4	LITTLE STREAM COVE	PARTEN RANCH	85.36	Normal wear & tear	42
4	TWO CREEKS LANE	PARTEN RANCH	92.06	Normal wear & tear	1,867
4	PAULS VALLEY ROAD	PAULS VALLEY	91.5	Normal wear & tear	6,832
4	PINAFORE STREET	PINAFORE PARK	75	Normal wear & tear	1,545
4	REBE DRIVE	PINAFORE PARK	75	Normal wear & tear	407
4	SUNBONNET DRIVE	PINAFORE PARK	73.5	Normal wear & tear	1,533
4	CONCORD CIRCLE WEST	RADIANCE	57.07	Normal wear & tear	660
4	BUNNY OAK DRIVE	REGAL OAKS	83.78	Normal wear & tear	2,337
4	ADAM COURT	REUNION RANCH	98.71	Normal wear & tear	1,280
4	ANGELA ROSE COURT	REUNION RANCH	97.86	Normal wear & tear	372
4	SELVINE DRIVE	REUNION RANCH	100	Normal wear & tear	2,480
4	DENISE COURT	REUNION RANCH	97.76	Normal wear & tear	350
4	SHILA LOOP	REUNION RANCH	84.98	Normal wear & tear	1,660
4	FINNEL COURT	REUNION RANCH	97.76	Normal wear & tear	270
4	JACKSON DRIVE	REUNION RANCH	87.06	Normal wear & tear	7,089
4	WYNN COVE	REUNION RANCH	87.81	Normal wear & tear	1,576
4	KATIE DRIVE	REUNION RANCH	86.28	Normal wear & tear	2,617
4	MARGARET CIRCLE	REUNION RANCH	100	Normal wear & tear	960
4	MARY ELISE WAY	REUNION RANCH	100	Normal wear & tear	1,782
4	REUNION BOULEVARD	REUNION RANCH	97.5	Normal wear & tear	8,607
4	TIFFANEE WAY	REUNION RANCH	800	Single span corrugated metal pipe arch bridge	800
4	WILLIAM COURT	REUNION RANCH	100	Normal wear & tear	399
4	APPLEWOOD DRIVE	REIN ROCK	90.8	Normal wear & tear	698
4	BARBER CANYON PASS	REIN ROCK	72.26	Normal wear & tear	498
4	BLACKSTONE COVE	REIN ROCK	95	Normal wear & tear	701
4	BLUFF WOODS DRIVE	REIN ROCK	95	Normal wear & tear	5,961
4	BONNETT MEADOW COVE	REIN ROCK	95	Normal wear & tear	322
4	BRISTLECOCK DRIVE	REIN ROCK	95	Normal wear & tear	2,393
4	CAJUN WATER COVE	REIN ROCK	95	Normal wear & tear	775
4	DIAMONDWOOD COURT	REIN ROCK	95	Normal wear & tear	942
4	LINT ROCK LOOP	REIN ROCK	95	Normal wear & tear	5,543
4	HAITHORNE LOOP	REIN ROCK	66.23	Normal wear & tear	10,805
4	HATFIELD COURT	REIN ROCK	95	Normal wear & tear	968
4	HEARTWOOD COVE	REIN ROCK	95	Normal wear & tear	276
4	HONEY LOCUST COURT	REIN ROCK	95	Normal wear & tear	987
4	LINCOLN LOOP	REIN ROCK	95	Normal wear & tear	5,283
4	LONELY PINE COVE	REIN ROCK	95	Normal wear & tear	935
4	LOW LIND COVE	REIN ROCK	95	Normal wear & tear	429
4	MAGNOLIA BLOSSOM COVE	REIN ROCK	95	Normal wear & tear	863
4	PASTORAL COVE	REIN ROCK	95	Normal wear & tear	267
4	PIRE POST COVE	REIN ROCK	95	Normal wear & tear	981
4	PESTACHIO COVE	REIN ROCK	95	Normal wear & tear	440
4	PRAIRIE GRASS COVE	REIN ROCK	95	Normal wear & tear	250
4	RODGERS RAVINE COVE	REIN ROCK	85	Normal wear & tear	462
4	RUNNING BROOK COVE	REIN ROCK	95	Normal wear & tear	683
4	RUTHERFORD DRIVE (REIN ROCK)	REIN ROCK	95	Normal wear & tear	2,972
4	SAID WILLOW PASS	REIN ROCK	95	Normal wear & tear	5,284
4	SANDY CREEK COVE	REIN ROCK	95	Normal wear & tear	838
4	SARLING DRIVE	REIN ROCK	95	Normal wear & tear	3,246
4	SARAH'S SPRING COVE	REIN ROCK	95	Normal wear & tear	402
4	SEEP ROCK COVE	REIN ROCK	80	Normal wear & tear	416
4	SERRATO COVE	REIN ROCK	87.5	Normal wear & tear	606
4	SHALLOWWATER COVE	REIN ROCK	95	Normal wear & tear	1,246
4	SHELF ROCK ROAD	REIN ROCK	80	Normal wear & tear	3,198

4	SOUTHERN SUNSET COVE	RIH ROCK	85	Normal wear & tear	921		
4	SPANISH MOSS COVE	RIH ROCK	95	Normal wear & tear	232		
4	SPIT CREAM COVE	RIH ROCK	95	Normal wear & tear	247		
4	TENDER VALLEY COVE	RIH ROCK	95	Normal wear & tear	532		
4	TOWERING CEDAR DRIVE	RIH ROCK	85	Normal wear & tear	1,431		
4	DAK FOREST DRIVE SOUTH	REVER OAKS RANCH	97.5	Normal wear & tear	8,952		
4	BRANGUS ROAD	RUTHERFORD WEST	85.86	Normal wear & tear	2,267		
4	NATURE VIEW LOOP	RUTHERFORD WEST	95	Normal wear & tear	4,512		
4	PASSION FLOWER LANE	RUTHERFORD WEST	78.71	Normal wear & tear	1,399		
4	RUTHERFORD DRIVE (RUTHERFORD WEST)	RUTHERFORD WEST	95	Normal wear & tear	1,297		
4	LAURA HUNTER LANE	RYAN HILLS	96.11	Normal wear & tear	1,362		
4	BRIDLE PATH (SADDLETREE RANCH)	SADDLETREE RANCH	96.12	Normal wear & tear	417		
4	HIGH PLAINS DRIVE	SADDLETREE RANCH	96.12	Normal wear & tear	3,247		
4	HORSESHOE DRIVE	SADDLETREE RANCH	96.12	Normal wear & tear	1,002		
4	LANDER LANE	SADDLETREE RANCH	96.12	Normal wear & tear	2,597		
4	LARIAT CIRCLE SOUTH	SADDLETREE RANCH	96.16	Normal wear & tear	1,294		
4	LARIAT LANE	SADDLETREE RANCH	96.12	Normal wear & tear	3,043		
4	SADDLE BLANKET DRIVE	SADDLETREE RANCH	100	Normal wear & tear	2,234		
4	SADDLEHORSE DRIVE	SADDLETREE RANCH	100	Normal wear & tear	627		
4	SADDLETREE LANE	SADDLETREE RANCH	100	Normal wear & tear	6,471		
4	STIRLUP DRIVE	SADDLETREE RANCH	100	Normal wear & tear	2,136		
4	SUNSHINE TRAIL	SADDLETREE RANCH	100	Normal wear & tear	3,181		
4	WINCHESTER DRIVE	SADDLETREE RANCH	100	Normal wear & tear	3,586		
4	WICKS WAY	SAVOYR RANCH	95.88	Normal wear & tear	1,223		
4	CATTISH COVE	SAVOYR RANCH	96.88	Normal wear & tear	313		
4	FLAT BOAT CIRCLE	SAVOYR RANCH	96.96	Normal wear & tear	290		
4	HUCK FIRM TRAIL	SAVOYR RANCH	95.51	Normal wear & tear	4,539		
4	HUCKS HIDEAWAY	SAVOYR RANCH	96.88	Normal wear & tear	289		
4	DE HARPER COURT	SAVOYR RANCH	96.96	Normal wear & tear	815		
4	MCDUGLAS COVE	SAVOYR RANCH	100	Normal wear & tear	519		
4	OLD HILL DRIVE	SAVOYR RANCH	100	Normal wear & tear	1,676		
4	HOLLYS POINT	SAVOYR RANCH	100	Normal wear & tear	215		
4	POTTERS POINT	SAVOYR RANCH	100	Normal wear & tear	365		
4	STEAMBOAT CROSSING	SAVOYR RANCH	100	Normal wear & tear	1,575		
4	THATCHERS COURT	SAVOYR RANCH	100	Normal wear & tear	584		
4	TOM SAWYER ROAD	SAVOYR RANCH	95	Normal wear & tear	7,012		
4	WHITE WASH WAY	SAVOYR RANCH	97.5	Normal wear & tear	392		
4	GROVE LANE	SHADY GROVE	84	Normal wear & tear	1,475		
4	SHADY COURT	SHADY GROVE	91.5	Normal wear & tear	1,177		
4	LYCKMAN LANE	SIGNAL HILLS	100	Normal wear & tear	669		
4	HILLER LANE (SIGNAL HILLS)(PCT. 4)	SIGNAL HILLS	100	Normal wear & tear	958		
4	REGAL OAKS	SIGNAL HILLS	95	Normal wear & tear	769		
4	SIGNAL HILL ROAD (CR354)	SIGNAL HILLS	100	Normal wear & tear	7,602		
4	SIGNAL HILL VIEW	SIGNAL HILLS	100	Normal wear & tear	1,670		
4	SANDEL BOONE DRIVE (CR356)	SILVER SPR RANCHETTES	95.97	Normal wear & tear	2,514		
4	DAVE CROCKETT DRIVE	SILVER SPR RANCHETTES	68.88	Normal wear & tear	4,364		
4	SET CARSON CROSS	SILVER SPR RANCHETTES	96.93	Normal wear & tear	4,095		
4	CATTLEMAN DRIVE	SOUTHWEST TERRITORY	99	Normal wear & tear	2,843		
4	GUNSMITH DRIVE	SOUTHWEST TERRITORY	99	Normal wear & tear	616		
4	BARNHOD DRIVE	SOUTHWEST TERRITORY	99	Normal wear & tear	1,349		
4	SPANISH OAKS TRAIL	SPANISH OAKS	86.5	Normal wear & tear	738		
4	HILLTOP DRIVE	SPRINGLAKE	85.13	Normal wear & tear	1,322		
4	SPRINGLAKE CIRCLE	SPRINGLAKE	100	Normal wear & tear	879		
4	SPRINGLAKE DRIVE	SPRINGLAKE	81	Normal wear & tear	9,968		
4	BENDING OAK LANE	SUNSET CANYON	89.33	Normal wear & tear	2,074		
4	BLUE HILLS DRIVE	SUNSET CANYON	92.71	Normal wear & tear	3,604		
4	CANYON BEND DRIVE	SUNSET CANYON	86.1	Normal wear & tear	2,489		
4	CANYON RIM DRIVE	SUNSET CANYON	89.29	Normal wear & tear	2,341		
4	CANYON VIEW ROAD	SUNSET CANYON	76.65	Normal wear & tear	6,399		
4	CANYONWOOD DRIVE NORTH	SUNSET CANYON	121.6	Normal wear & tear	11,343		
4	CLEAR CREEK LANE	SUNSET CANYON	96.1	Normal wear & tear	1,614		
4	COTTONWOOD CREEK DRIVE	SUNSET CANYON	96.11	Normal wear & tear	3,721		
4	FOOTHILLS DRIVE	SUNSET CANYON	94.59	Normal wear & tear	2,401		
4	HIDDEN HILLS DRIVE	SUNSET CANYON	85.93	Normal wear & tear	14,886		
4	LIVE OAK CIRCLE	SUNSET CANYON	97.5	Normal wear & tear	605		
4	LOOKOUT HILL DRIVE	SUNSET CANYON	100	Normal wear & tear	398		
4	OAK CIRCLE	SUNSET CANYON	100	Normal wear & tear	767		
4	OAK CREST DRIVE	SUNSET CANYON	100	Normal wear & tear	2,242		
4	OAK MEADOW DRIVE	SUNSET CANYON	97.5	Normal wear & tear	4,529		
4	OKWOOD LANE	SUNSET CANYON	92.5	Normal wear & tear	4,061		
4	PIER BRANCH ROAD	SUNSET CANYON	100	Normal wear & tear	1,619		
4	ROY CREEK LANE	SUNSET CANYON	100	Normal wear & tear	1,946		
4	SPANISH OAK LANE	SUNSET CANYON	100	Normal wear & tear	1,221		
4	SUNSHINE RIDGE DRIVE	SUNSET CANYON	100	Normal wear & tear	2,356		
4	SUNSET CANYON DRIVE NORTH	SUNSET CANYON	95	Normal wear & tear	3,732		
4	SUNSET CANYON DRIVE SOUTH	SUNSET CANYON	95.5	Normal wear & tear	7,648		
4	TEKKACE CANYON DRIVE	SUNSET CANYON	100	Normal wear & tear	2,001		
4	TIMBERLINE TRAIL	SUNSET CANYON	56	Normal wear & tear	2,537		
4	UPLAND DRIVE	SUNSET CANYON	100	Normal wear & tear	982		
4	VICTORIAN OAKS LANE	SUNSET CANYON	100	Normal wear & tear	603		
4	WEST CREEK DRIVE	SUNSET CANYON	100	Normal wear & tear	2,197		
4	WESTLAND RIDGE ROAD	SUNSET CANYON	97.5	Normal wear & tear	4,036		
4	WINDMILL ROAD	SUNSET CANYON	100	Normal wear & tear	6,077		
4	VISTA OAKS DRIVE	VISTA OAKS	100	Normal wear & tear	1,141		
4	WISLA ANN ROAD	WERTH	100	Normal wear & tear	2,379		
4	TERRA SCENA TRAIL	WERTH	100	Normal wear & tear	670		
4	ROMAS BLUFF	WESTCAVE ESTATES	96.13	Normal wear & tear	1,086		
4	EASTWARD LOOK	WESTCAVE ESTATES	96.13	Normal wear & tear	400		
4	FAWNS CROSSING	WESTCAVE ESTATES	96.13	Normal wear & tear	2,358		
4	RASON DRON CIRCLE	WESTCAVE ESTATES	100	Normal wear & tear	363		
4	MONTICITO BOULEVARD	WESTCAVE ESTATES	100	Normal wear & tear	1,710		
4	MONTIVISTA COVE	WESTCAVE ESTATES	100	Normal wear & tear	480		
4	SHEPHERDS CORRAL	WESTCAVE ESTATES	100	Normal wear & tear	172		
4	TORTUGA RACING LANE	WESTCAVE ESTATES	100	Normal wear & tear	344		
4	WESTCAVE BOULEVARD	WESTCAVE ESTATES	100	Normal wear & tear	9,121		
4	WESTCAVE CIRCLE	WESTCAVE ESTATES	100	Normal wear & tear	2,178		
4	WESTCAVE COVE	WESTCAVE ESTATES	100	Normal wear & tear	284		
4	WESTCAVE CROSSING	WESTCAVE ESTATES	100	Normal wear & tear	917		
4	WESTCAVE LOOP	WESTCAVE ESTATES	100	Normal wear & tear	1,255		
4	WESTWARD LOOK	WESTCAVE ESTATES	100	Normal wear & tear	498		
4	BUTLER RANCH ROAD	WESTERN WOODS	82.37	Normal wear & tear	3,428		
4	EVERGREEN COVE	WHISPERING OAKS	68.38	Normal wear & tear	1,006		
4	EVERGREEN WAY (WHISPERING OAKS)	WHISPERING OAKS	84.75	Normal wear & tear	4,241		
4	RED OAK COVE	WHISPERING OAKS	100	Normal wear & tear	444		
4	PALMER PATH	WILDWOOD HILLS	86	Normal wear & tear	758		
4	ROBIN RUN	WILDWOOD HILLS	100	Normal wear & tear	799		
4	WILDWOOD HILLS LANE	WILDWOOD HILLS	86	Normal wear & tear	6,010		
4	WILEY	WILEY	87.5	Normal wear & tear	684		
4	POST OAK LANE	WOODLAND ESTATES	95	Normal wear & tear	364		
4	WOODLAND DRIVE	WOODLAND ESTATES	95	Normal wear & tear	3,665		
4	RAYTON BEND	WOODLAND ESTATES	86.19	Normal wear & tear	4,340		
4	BEACON HILL ROAD (CR146)	WOODLAND ESTATES	80	Normal wear & tear	1,763		
4	BELL SPRINGS ROAD (CR169)	WOODLAND ESTATES	76.63	Normal wear & tear	37,359		
4	BLISS SPILLAR ROAD (CR242)	WOODLAND ESTATES	78	Normal wear & tear	6,809		
4	BONHAM RANCH ROAD	WOODLAND ESTATES	79.02	Normal wear & tear	5,699		
4	BROWNELL LANE	WOODLAND ESTATES	94.06	Normal wear & tear	6,482		
4	CARPENTER LANE	WOODLAND ESTATES	90.5	Normal wear & tear	3,691		
4	COLE SPRINGS ROAD (CR148)	WOODLAND ESTATES	93	Normal wear & tear	6,330		
4	COUNTRY LANE (PCT. 4)	WOODLAND ESTATES	92.63	Normal wear & tear	2,131		
4	CREEK ROAD (CR190)	WOODLAND ESTATES	73.23	Normal wear & tear	6,378		
4	CRUMLEY RANCH ROAD (CR185)	WOODLAND ESTATES	73.96	Normal wear & tear	2,159		
4	GARDEN HILL ROAD (CR162)	WOODLAND ESTATES	68.05	Normal wear & tear	22,945		
4	ELDER HILL ROAD (CR170)	WOODLAND ESTATES	53.86	Normal wear & tear	22,331		
4	ELDER HILL ROAD NORTH (CR170)	WOODLAND ESTATES	75	Normal wear & tear	2,671		
4	ELM GROVE LANE	WOODLAND ESTATES	91.5	Normal wear & tear	1,769		
4	FITZINGER ROAD (CR101)	WOODLAND ESTATES	70.68	Normal wear & tear	19,790		
4	FITZINGER ROAD WEST (CR101)	WOODLAND ESTATES	58.82	Normal wear & tear	26,099		
4	GARSON ROAD (CR280)	WOODLAND ESTATES	86	Normal wear & tear	3,240		
4	GATLIN CREEK ROAD EAST (CR191)	WOODLAND ESTATES	74.69	Normal wear & tear	5,613		
4	HARDEN LOOP (CR111)	WOODLAND ESTATES	92.5	Normal wear & tear	2,650		
4	HAYS YOUTH DRIVE	WOODLAND ESTATES	83	Normal wear & tear	584		
4	JAMES HALL ROAD (CR193)	WOODLAND ESTATES	94	Normal wear & tear	2,235		
4	LONGLEY TRACE (AKA OLD FM 1626)	WOODLAND ESTATES	100	Normal wear & tear	500		
4	HANDSOME SPRINGS ROAD (CR164)	WOODLAND ESTATES	86	Normal wear & tear	15,754		
4	HICKMORN LOOP (CR310)	WOODLAND ESTATES	96.5	Normal wear & tear	1,286		
4	MT GAUINOR ROAD (CR200)(PCT. 4)	WOODLAND ESTATES	92.5	Normal wear & tear	31,296		
4	MT GAUINOR ROAD EAST (CR194)	WOODLAND ESTATES	86	Normal wear & tear	15,754		
4	NUTTY BROWN ROAD (CR163)	WOODLAND ESTATES	92.5	Normal wear & tear	18,816		
4	OLD BLACK COLONY ROAD (CR147)	WOODLAND ESTATES	94	Normal wear & tear	6,800		
4	OLD BLISS SPILLAR ROAD (CR244)	WOODLAND ESTATES	84	Normal wear & tear	1,770		
4	OLD SAN ANTONIO ROAD (CR117)	WOODLAND ESTATES	81.5	Normal wear & tear	4,810		
4	REARDY PLACE DRIVE	WOODLAND ESTATES	91.5	Normal wear & tear	1,927		
4	REAVES ROAD	WOODLAND ESTATES	100	Normal wear & tear	1,518		
4	ROBERT S LIGHT BOULEVARD	WOODLAND ESTATES	83.5	Normal wear & tear	1,800		
4	SAVOYR RANCH ROAD (CR164)	WOODLAND ESTATES	92.5	Normal wear & tear	16,070		
4	SHELTON RANCH ROAD	WOODLAND ESTATES	83.5	Normal wear & tear	5,341		
4	SILVER CREEK ROAD (CR184)	WOODLAND ESTATES	180	Normal wear & tear	4,263		
4	TED BURGER ROAD	WOODLAND ESTATES	90	Normal wear & tear	3,375		
4	TIGER LANE (CR239)	WOODLAND ESTATES	85	Normal wear & tear	2,472		
4	TRAUTWEIN ROAD (CR185)	WOODLAND ESTATES	97.5	Normal wear & tear	20,627		
4	WHITETAIL RIDGE ROAD	WOODLAND ESTATES	86	Normal wear & tear	3,237		
				1,443.697	273.43		

(2)

FY 2026 TOTAL ROAD LINEAR FOOTAGE	
	AMOUNT
Precinct 1	677,318
Precinct 2	303,325
Precinct 3	2,005,907
Precinct 4	1,443.697
TOTAL	839

FY 2026 TOTAL ESTIMATED ROAD EXPENSES	
	AMOUNT
Precinct 1	\$ 1,118,683
Precinct 2	\$ 844,010
Precinct 3	\$ 2,569,151
Precinct 4	\$ 1,478,535

(4)

TRAFFIC CONTROL DEVICES DEFACED OR TORN DOWN.

Precinct 1	No traffic control devices defaced or torn down.
Precinct 2	No traffic control devices defaced or torn down.
Precinct 3	No traffic control devices defaced or torn down.
Precinct 4	No traffic control devices defaced or torn down.

(5)

NEW ROADS PROJECTED TO BE OPENED (COUNTY-MAINTAINED)	
Precinct 1	Trails at Windy Hill Ph.8; El Dorado; Hymeadow Sec.3, Ph.3 Sec.3, Ph.2 Sec.2; Sunset Oaks Sec.4, Ph.1B,Sec.4, Ph.2A,Sec.4 Ph.2B; 1: Crosswinds Ph.3A, Ph.5A & B, Crosswinds Ph.4A, Crosswinds Ph.6A; Waterstone Unit D
Precinct 2	Anthem Ph.1A; Emma Park Ph.1; Anthem Ph.1C-2
Precinct 3	6 Creeks Ph.1 Sec.8A, Ph.1 Sec.4A, Ph.1 Sec.4B, Ph.1 Sec.8B, Ph.1 Sec.13A, Ph.1 Sec.5B, Ph.1 Sec.13B, Ph.1 Sec.9, Ph.1 Sec.10; Northridge Ph.3
Precinct 4	Parten Ranch Ph.3 & Ph.4; Headwaters at Barton Creek Ph.5, Sec.2; Caliterra Ph.4 Sec.11, Ph.5 Sec.13, Anthem Ph.1A & 2, Ph.1C - 2, Ph.3

(6)

BRIDGES, CULVERTS & OTHER IMPROVEMENTS NECESSARY FOR GOOD CONDITION	
Precinct 1	All bridges, culverts & other improvements that are not listed on the FY 2023 Transportation Dept. Capital Improvement Projects List are in good condition.
Precinct 2	All bridges, culverts & other improvements that are not listed on the FY 2023 Transportation Dept. Capital Improvement Projects List are in good condition.
Precinct 3	All bridges, culverts & other improvements that are not listed on the FY 2023 Transportation Dept. Capital Improvement Projects List are in good condition.
Precinct 4	All bridges, culverts & other improvements that are not listed on the FY 2023 Transportation Dept. Capital Improvement Projects List are in good condition.



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Don Montague, Constable, Pct. 3

Sponsor: Commissioner Hammer

Agenda Item

Approve and confirm the appointment of Tomas Hernandez as a regular full-time Deputy Constable in the Hays County Constable Pct. 3 Office, effective date June 23rd, 2026. **HAMMER/MONTAGUE**

Summary

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.



AGENDA ITEM REQUEST FORM: **G. 13.**

Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Approve the re-appointment of Scott Roberts to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), Position 4, term ending September 2030. **SMITH**

Summary

Pursuant to the Bylaws and Participant Agreement between Hays County, City of Bee Cave, and MUD No. 5, all parties must confirm the appointments of the board members.



Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item

Approve the After Dark Entertainment event called San Marcos Block Party for the use of the Hays County Historic Courthouse Grounds that shall include commercial vendors scheduled for September 5, 2026. **BECERRA**

Summary

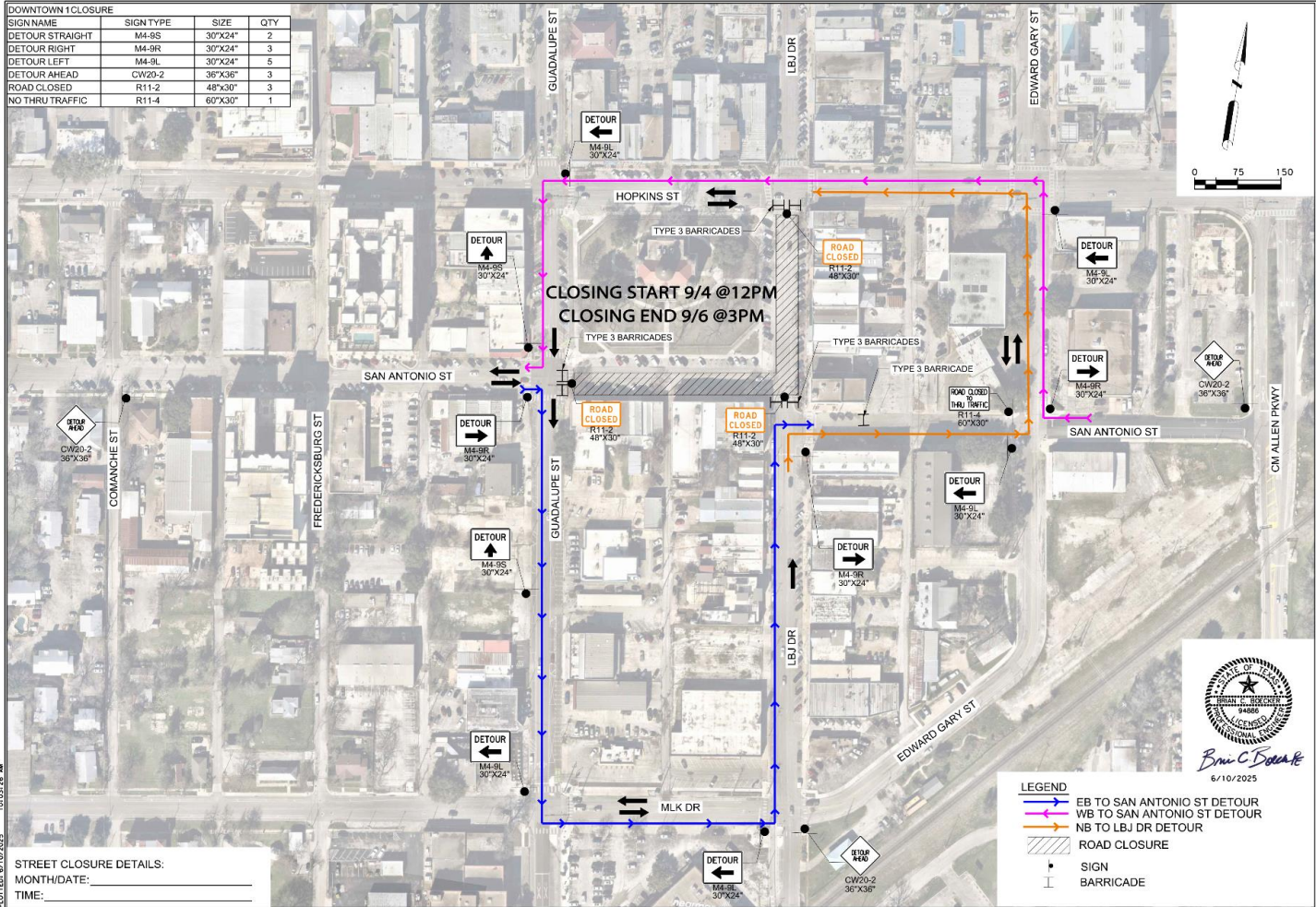
San Marcos Block Party, LLC, a collaboration between AfterDark Entertainment and Special Delivery Presents, is requesting use of the Hays County Historic Courthouse Grounds for a one-day outdoor music and community event on September 5, 2026. Organizers anticipate attendance between 6,000 and 10,000 participants and have provided event planning materials including a site plan, traffic control plan, waste management plan, area notification plan, emergency action plan, and proposed operational details. The requested agreement will allow organizers to continue the permitting process with the City of San Marcos and coordinate all required public safety, traffic management, insurance, and event operations requirements prior to the event.

Attachments

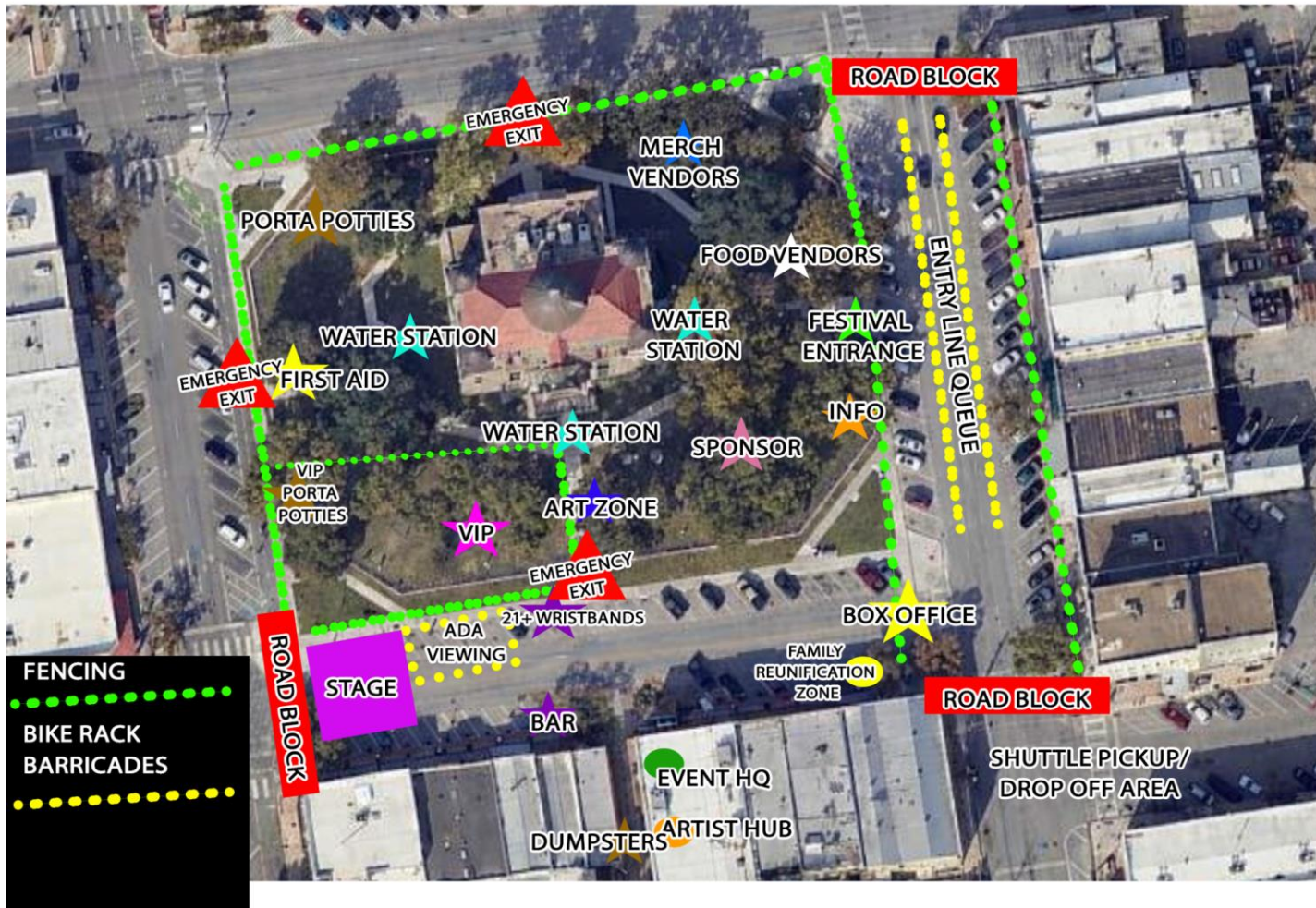
Block Party

TRAFFIC CONTROL PLAN

SIGN NAME	SIGN TYPE	SIZE	QTY
DETOUR STRAIGHT	M4-SS	30"x24"	2
DETOUR RIGHT	M4-9R	30"x24"	3
DETOUR LEFT	M4-9L	30"x24"	5
DETOUR AHEAD	CW20-2	36"x36"	3
ROAD CLOSED	R11-2	48"x30"	3
NO THRU TRAFFIC	R11-4	60"x30"	1



SAN MARCOS BLOCK PARTY SITE MAP



WASTE MANAGEMENT PLAN

San Marcos Block Party

Special Event Permit Application — City of San Marcos, TX

Event Name	San Marcos Block Party
Event Type	Outdoor live-music block party (electronic / dance), street-closure festival
Location	Hays County Historic Courthouse Square, downtown San Marcos, TX (closed streets surrounding the square)
Event Date(s)	Saturday, September 5, 2026 (primary). Possible second day Sunday, September 6, 2026.
Anticipated Attendance	Up to 10,000 per day (peak); planning figure used in this plan
Organizer / Permittee	AfterDark Group (co-produced with Special Delivery Presents)
Primary Contact	Omar Dawoud — 512.787.3771 — omar@novahospitalitygroup.com
Operations / On-Site Lead	Manda Miller, Operations Director — manda@afterdarkentertainment.com
Licensed Waste Hauler	Texas Disposal Systems (TDS) — City-contracted, permitted commercial hauler [TO CONFIRM]

1. Overview & Objectives

This Waste Management Plan describes how AfterDark Group will collect, contain, and dispose of all solid waste, recycling, and liquid waste generated by the San Marcos Block Party. The plan covers the full event lifecycle — load-in, event operations, and post-event teardown — for a street-closure event on and around the Hays County Historic Courthouse Square.

Our objectives are to: (1) keep the Courthouse Square and all closed streets clean and safe throughout the event; (2) prevent litter, overflow, and illegal dumping in the downtown core; (3) divert recyclable material from the landfill where practical; and (4) restore all public right-of-way and the Square to its pre-event condition within 24 hours of event close.

All commercial waste hauling within San Marcos city limits will be performed by a permitted commercial solid waste hauler, consistent with the City's solid waste ordinance. We intend to contract Texas Disposal Systems (TDS), the City's contracted provider, for roll-off and front-load service; the hauler will be confirmed and added to this plan prior to the event.

2. Responsible Parties

Role	Responsibility	Assigned To
Waste Management Lead	Owns this plan; coordinates hauler, sets receptacle placement, manages cleaning crews	Manda Miller (Operations Director)
On-Site Sanitation Crew	Empties receptacles, swaps liners, polices grounds during event	Contracted crew + AfterDark staff (see Section 6)
Licensed Hauler	Provides dumpsters/roll-offs, scheduled collection, final haul-off	Texas Disposal Systems (TDS) [TO CONFIRM]
Portable Restroom Vendor	Delivers, services, and removes restrooms and hand-wash stations	[Vendor TBD — e.g., Texas Outhouse / United Site Services]
Post-Event Cleanup Lead	Final sweep, pressure-wash coordination, right-of-way restoration	Manda Miller + designated teardown crew

3. Estimated Waste Volume & Capacity

Waste volume is estimated using an industry planning figure of approximately 1.5–2.0 lbs of solid waste per attendee per day for an outdoor event with food and beverage service. At a peak of 10,000 attendees, this yields an estimated 15,000–20,000 lbs (roughly 7.5–10 tons) of waste per event day.

Container capacity is sized to comfortably absorb peak load with margin, assuming mid-event collection. Quantities below are planning targets; final counts will be confirmed with the hauler and adjusted to the approved site plan and footprint.

Container / Resource	Size	Qty (Planning)	Notes
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<i>Roll-off dumpster (general waste)</i>	<i>20–30 yd</i>	<i>2</i>	<i>Staged off-square in service/back-of-house area</i>
<i>Front-load dumpster (vendor waste)</i>	<i>8 yd</i>	<i>2</i>	<i>Behind food/beverage vendor row</i>
<i>Recycling roll-off (single-stream)</i>	<i>20 yd</i>	<i>1</i>	<i>Cans, bottles, cardboard</i>
<i>Public trash receptacles (lined)</i>	<i>32–55 gal</i>	<i>40</i>	<i>Paired around perimeter & high-traffic zones</i>
<i>Public recycling receptacles (lined)</i>	<i>32–55 gal</i>	<i>20</i>	<i>Paired beside trash cans</i>
<i>Grease/liquid waste container</i>	<i>as needed</i>	<i>Per vendor</i>	<i>Vendors responsible for own cooking grease</i>

Trash and recycling receptacles will be deployed as paired stations (one trash + one recycling) so attendees encounter both at every disposal point. Stations will be concentrated at entrances/exits, the bar and food vendor areas, near stages, and along pedestrian flow lines.

4. Restrooms & Hand-Washing

Portable restrooms are sized using the standard event ratio of approximately 1 unit per 75–100 attendees for an event of this length with alcohol service (alcohol increases restroom use). At 10,000 peak attendance this indicates roughly 100–125 standard units. ADA-accessible units will be provided at a minimum of 5% of total units, distributed across all restroom banks.

Resource	Qty (Planning)	Notes
<i>Standard portable restrooms</i>	<i>100–125</i>	<i>Distributed in 3–4 banks around the footprint</i>
<i>ADA-accessible restrooms</i>	<i>8–10</i>	<i>Min. 5% of total; ground-level firm surface, clear path</i>
<i>Hand-wash stations</i>	<i>20–25</i>	<i>Co-located with restroom banks and near food vendors</i>

<i>Hand-sanitizer stations</i>	<i>As needed</i>	<i>At restroom banks, bars, and food row</i>
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The restroom vendor will pump and re-stock units at least once during a single-day event, and overnight between days for a two-day event. Restroom banks will be sited on hard surfaces away from storm drains, with secondary containment where required by the vendor.

5. Collection & Servicing Schedule

Receptacles will be monitored continuously and serviced before they reach capacity. The following schedule applies to each event day:

- Pre-event (load-in day / morning of): All receptacles placed and lined; dumpsters staged; baseline grounds walk-through with city contact.*
- During event — perimeter & public cans: Roving sanitation crew empties and re-lines public receptacles on a continuous loop, with priority sweeps every 60–90 minutes during peak hours.*
- During event — dumpsters: Vendor and bar waste consolidated to back-of-house dumpsters; crew monitors fill levels and stages full containers for swap.*
- Post-event (immediately after close): Full grounds sweep of the Square and all closed streets; all bagged waste consolidated to dumpsters/roll-offs.*
- Next morning (haul-off): Licensed hauler removes all dumpsters and roll-offs; final inspection walk-through; pressure-washing of any soiled hardscape as needed.*

All waste will be removed and the right-of-way restored to pre-event condition within 24 hours of event close, or per the timeline specified in the City's approval and the County use agreement.

6. Litter Control & Cleanup Staffing

A dedicated sanitation crew will be on site throughout the event and teardown. Planning crew sizing:

- During-event sanitation crew: 8–12 personnel on rotating shifts, equipped with grabbers, liners, rolling bins, and hi-vis vests.*
- Post-event teardown crew: 12–15 personnel for the final sweep and consolidation.*
- Crew covers the full closed-street footprint, sidewalks, gutters, tree wells, and adjacent block faces — not only the Square interior.*

Crews will pay particular attention to small litter (cans, cups, cigarette butts, flyers) and to keeping storm drain inlets clear. No waste, wash water, or liquids will be directed into storm drains.

7. Recycling & Landfill Diversion

Single-stream recycling (aluminum cans, plastic bottles, glass, and cardboard) will be collected separately via paired public stations and a dedicated recycling roll-off. Cardboard from vendor load-in will be broken down and consolidated for recycling. Food and beverage vendors will be asked to break down boxes and separate recyclables at their stalls.

Where feasible, the bars will use recyclable or aluminum cup formats to maximize diversion. The event will coordinate with TDS on accepted single-stream materials to minimize contamination.

8. Special & Hazardous Waste

- Cooking grease / fryer oil: Food vendors are contractually responsible for containing and removing their own grease and fryer oil. Disposal into drains, gutters, or trash receptacles is prohibited.*
- Gray water / wastewater: Vendors must contain gray water and dispose of it properly; no discharge to streets or storm drains.*
- Sharps / medical: First-aid and medical providers will manage any sharps or medical waste per their own protocols.*
- Spills: Spill kits will be staged at bars and the back-of-house area; spills will be contained and cleaned immediately to protect the Square's surfaces and storm drains.*

9. Storm Drain & Environmental Protection

Because the event sits in the downtown core near the San Marcos River watershed, storm-drain protection is a priority. No liquids, wash water, grease, or waste will be directed into storm drains. Drain inlets within the footprint will be identified during load-in and kept clear. Any necessary pressure-washing during teardown will use methods that prevent contaminated runoff from entering drains.

10. City & County Coordination

This plan will be submitted through the City's MGO permit portal as part of the Special Event Application and coordinated with:

Contact	Role	Reference
Bridget LaVigne	City Special Event Coordinator	BLaVigne@sanmarcostx.gov
Resource Recovery Division	City solid waste / recycling oversight	sanmarcostx.gov — 512.393.8412
Texas Disposal Systems (TDS)	Licensed commercial hauler [TO CONFIRM]	City-contracted provider
Hays County	Courthouse Square property / use agreement	Per County Agreement

ITEMS TO CONFIRM BEFORE SUBMISSION

- Confirm hauler (TDS) and lock dumpster/roll-off counts, sizes, and the haul-off appointment.
- Confirm portable restroom vendor and final restroom / hand-wash counts against approved footprint.
- Confirm single vs. two-day operation (Sept 5 only, or Sept 5–6) — quantities and servicing double for two days.
- Confirm number of blocks closed (drives receptacle placement and street-closure fee at \$100/block/day).
- Insert final food vendor count once the vendor list is locked (also required for the Food Permit item).

AREA NOTIFICATION PLAN

San Marcos Block Party

Special Event Permit Application — City of San Marcos, TX

Event Name	San Marcos Block Party
Location	Hays County Historic Courthouse Square, downtown San Marcos, TX (surrounding streets closed)
Event Date(s)	Saturday, September 5, 2026 (primary). Possible second day Sunday, September 6, 2026.

Organizer / Permittee	<i>AfterDark Group (co-produced with Special Delivery Presents)</i>
Notification Contact	<i>Omar Dawoud — 512.787.3771 — omar@novahospitalitygroup.com</i>
On-Site Contact	<i>Manda Miller, Operations Director — manda@afterdarkentertainment.com</i>

1. Purpose

This Area Notification Plan describes how AfterDark Group will notify the businesses, property owners, residents, and institutions surrounding the Hays County Historic Courthouse Square of the San Marcos Block Party, in advance of the event and its associated street closures. The goal is to ensure that every affected downtown stakeholder receives timely, clear notice of the event dates, street-closure times, expected impacts, and a direct point of contact for questions or concerns.

2. Notification Area

The notification area extends beyond the hard street-closure footprint to include the surrounding ring of businesses and residences that may experience access changes, parking impacts, increased pedestrian traffic, or amplified sound. Notification will be delivered to the following groups:

- All ground-floor businesses fronting the Courthouse Square and the closed blocks.***
- Building owners and property managers of all structures within the closure footprint.***
- Residential and loft tenants located above ground-floor storefronts within the footprint.***
- Hays County (Courthouse offices and facilities — also the property owner via the County use agreement).***
- Churches, institutions, and offices adjacent to the footprint whose access or services could be affected (with particular attention to Sunday access if the event extends to September 6).***
- Businesses and residences on the blocks immediately adjacent to the closures (the secondary impact ring).***

A street-by-street distribution list will be compiled from the approved Site Plan and street-closure footprint, and used to track delivery (see Section 5).

3. Notification Methods

The event will use four complementary methods so that affected parties receive notice through more than one channel:

a) Hand-Delivered / Mailed Notice Letters.

A written notice letter (attached to this plan) will be hand-delivered to every business and property within the notification area, with mailed copies to off-site property owners and managers. The letter states the event dates, closure times, expected impacts (noise, access, parking), load-in/load-out windows, and direct contact information.

b) Door-to-Door Canvass with Delivery Log.

AfterDark staff will conduct a door-to-door canvass of the notification area to deliver letters in person, answer questions, and record delivery. Each stop is logged with the business/unit name, address, date delivered, method, and staff initials (see Section 5).

c) Posted Signage on Closure Blocks.

Advance-notice signage announcing the event dates and street-closure times will be posted on the affected blocks ahead of the event, consistent with City placement guidance, so the general public and any parties missed by direct delivery are informed.

d) Email to Downtown & Chamber Merchant Lists.

A notification email will be sent to the San Marcos Main Street Program / Downtown SMTX, the Downtown Association of San Marcos (the downtown merchant and property-owner association), and the San Marcos Area Chamber of Commerce, requesting distribution through their merchant channels (e.g., the Main Street “Scoop” e-newsletter) to reach the broader downtown business community.

4. Notification Timeline

<i>Timing (before event)</i>	<i>Action</i>
<i>~30 days out</i>	<i>Email to Main Street Program, Downtown Association, and Chamber requesting merchant-channel distribution; compile street-by-street distribution list from approved footprint.</i>
<i>~14 days out</i>	<i>Begin door-to-door canvass; hand-deliver notice letters to all businesses/units; mail letters to off-site property owners; begin logging delivery.</i>
<i>~7 days out</i>	<i>Post advance-notice signage on closure blocks; complete any remaining deliveries; second pass to any addresses missed on first canvass.</i>

~2–3 days out	<i>Final reminder pass / confirmation; confirm contact line is staffed; share final closure times if adjusted.</i>
Event days	<i>On-site contact (Manda Miller) reachable by phone for any business or resident concerns during load-in, event, and load-out.</i>

5. Delivery Log (Proof of Notification)

Delivery will be documented in the log below and retained as proof of notification. A completed copy will be available to the City on request. The template columns are:

<i>Business / Unit</i>	<i>Address</i>	<i>Date</i>	<i>Method</i>	<i>Staff</i>

Method codes: HD = hand-delivered, M = mailed, E = email, S = signage posted.

6. Business Mitigation & Collaboration

Following coordination with the City of San Marcos Downtown / Main Street office, the event team has identified the downtown entities most directly affected by the event and its street closures, and has developed specific accommodations for each. The closures affect both San Antonio Street and LBJ Drive. The intent is to ensure that downtown businesses are not adversely impacted on a high-traffic Saturday and, where possible, benefit from the additional foot traffic the event brings to the Square.

San Market

- ***Complimentary on-site vendor space at the event, positioning the business to capture event-day foot traffic.***

- **Logo inclusion on event marketing materials and website, encouraging guests to visit their downtown store.**

Baylee's

- **Sponsor / partner placement on event marketing assets.**
- **Complimentary event tickets for staff.**
- **Direct coordination with ownership in advance, including notice that event programming concludes in the early evening, ahead of the venue's typical peak hours, and that the Square is expected to see substantially increased foot traffic.**

San Marcos Farmers Market

- **In coordination with the City, the Farmers Market will be relocated for the event day to a nearby alternate street identified by the City — steps from its usual location — with the event covering the cost of that street closure.**
- **The market operates in the morning and concludes by 1:00 PM, well before peak event hours; relocation also addresses the City's load-in safety considerations.**
- **Direct coordination with the market organizer (Kevin Adams) to confirm the relocation plan, with optional complimentary vendor space at the event and sponsor-partner placement on marketing assets where appropriate.**

These accommodations will be confirmed directly with each business/organizer as part of the notification effort described above, and any agreed terms documented.

7. Point of Contact for Concerns

A direct point of contact is available to any affected business or resident before and during the event. Concerns regarding access, deliveries, noise, or other impacts will be addressed promptly, and any complaints received will be logged along with the resolution.

Primary Contact	Omar Dawoud — 512.787.3771 — omar@novahospitalitygroup.com
On-Site / Event-Day Contact	Manda Miller, Operations Director — manda@afterdarkentertainment.com

The notice letter delivered to all affected parties is attached as Exhibit A.

SAN MARCOS BLOCK PARTY

EMERGENCY ACTION PLAN

Saturday, September 5, 2026

3:00 PM – 10:00 PM (Hard Curfew 10:00 PM per City Ordinance)

***Hays County Historic Courthouse Square | 111 W San Antonio St, San Marcos,
TX 78666***

Produced by San Marcos Block Party, LLC

***AfterDark Entertainment (Omar Dawoud) | Special Delivery Presents (Parker Bronson,
Darrick Nelson, Robert Brooks)***

Submitted to: City of San Marcos Special Events Office

Bridget LaVigne, MA — Special Event Coordinator | BLaVigne@sanmarcostx.gov | 512.393.8099 / 512.214.5708 mobile

Document Version: 2.0 | Date Prepared: June 2026

THIS DOCUMENT CONTAINS SENSITIVE OPERATIONAL AND SECURITY INFORMATION. DISTRIBUTE ONLY TO AUTHORIZED PERSONNEL.

SECTION 1 — EVENT OVERVIEW

Event Name	San Marcos Block Party
Date	Saturday, September 5, 2026 (ONE DAY EVENT)
Public Hours	3:00 PM – 10:00 PM (Hard city curfew: 10:00 PM)
Load-In / Setup	September 4, 2026 (day prior) — crew and vendor access
Load-Out	September 5, 2026 — immediately following curfew
Venue	Hays County Historic Courthouse Square, 111 W San Antonio St, San Marcos, TX 78666
Property Owner	Hays County (property jurisdiction; City of San Marcos co-permit)
Expected Attendance	6,000 – 10,000 ticketed attendees (plus staff, vendors, crew: ~500 additional)
Event Type	Outdoor ticketed music festival — single stage, bar service, food vendors, commercial sponsors
Headliner	Tape B (DJ set)
Age Range / Demo	18+ primary; mixed general admission
Organizer Entity	San Marcos Block Party, LLC (newly formed Texas LLC)
Primary Contact	Omar Dawoud 512.787.3771 omarafterdark@gmail.com
Operations Dir.	Manda Miller-Martinez 832.914.6093 manda@afterdarkentertainment.com

Co-Producer	Special Delivery Presents Parker Bronson: parker@illfest.com Darrick Nelson: darrick@illfest.com
Legal Counsel	Joseph Stallone, Grable Martin PLLC 512.228.7547 jstallone@grablemartin.com
Insurance	Higginbotham (Paul Bassman: PBASSMAN@higginbotham.net) — COI in progress, deadline June 8, 2026

Event Description

The San Marcos Block Party is the inaugural large-scale outdoor music festival produced by San Marcos Block Party, LLC — a co-venture between AfterDark Entertainment and Special Delivery Presents — on the Hays County Historic Courthouse Square in downtown San Marcos, Texas. The event features a single main stage with a ticketed general admission format, full bar service, food vendors, and commercial sponsors. Expected attendance ranges from 6,000 to 10,000 guests. The event runs from 3:00 PM to 10:00 PM on September 5, 2026, and adheres to the City of San Marcos hard curfew of 10:00 PM.

Known Site-Specific Risks

- **Extreme heat: San Marcos averages a heat index of 100°F+ in September (avg. high 88–93°F, humidity ~70%). Direct sun exposure raises apparent temperature an additional 15°F. Heat exhaustion and heatstroke are primary medical risks.**
- **Alcohol service: Full bar operations from 3:00 PM – 10:00 PM. Intoxication-related incidents (crowd behavior, medical emergencies, substance interaction) are an elevated risk at this event profile.**
- **Crowd density: Up to 10,000 attendees in a bounded outdoor footprint during a 7-hour window creates crowd crush, ingress bottleneck, and egress surge risks.**
- **Stage and production infrastructure: Temporary stage, rigging, lighting trusses, generators, and speaker stacks require structural safety compliance and present fire and structural hazard risk.**
- **Severe weather: September in Central Texas carries flash flood and severe thunderstorm risk. Lightning protocol is an essential component of this plan.**
- **Adjacent public areas: N LBJ Drive and San Antonio Street will be closed to vehicle traffic; coordination with SMPD and Hays County required.**
- **No permanent covered shelter on-site: In severe weather events, attendees must be directed to nearby structures (identified in Section 7).**

SECTION 2 — EVENT STAFF / ORGANIZER DETAILS

2.1 Key Personnel — Emergency Roles

ROLE	NAME / ORGANIZATION	PHONE / EMAIL
<i>Event Director / IC</i>	<i>Omar Dawoud — San Marcos Block Party, LLC</i>	<i>512.787.3771 omarafterdark@gmail.com</i>
<i>Deputy IC / Operations</i>	<i>Manda Miller-Martinez — AfterDark Entertainment</i>	<i>832.914.6093 manda@afterdarkentertainment.com</i>
<i>Emerg. Comm. Coordinator</i>	<i>Manda Miller-Martinez (primary)</i>	<i>832.914.6093 — also media/citizen spokesperson</i>
<i>Co-Producer / Talent</i>	<i>Parker Bronson — Special Delivery Presents</i>	<i>parker@illfest.com</i>
<i>Co-Producer / Talent</i>	<i>Darrick Nelson — Special Delivery Presents</i>	<i>darrick@illfest.com</i>
<i>Stage Manager</i>	<i>Alex Soto — LD Systems</i>	<i>asoto@ldsystems.com</i>
<i>Production / Audio</i>	<i>Vinnie Bean — The Marc</i>	<i>vinnie@themarcs.com</i>
<i>Security Lead</i>	<i>TBD — to be confirmed 30 days pre-event</i>	<i>TBD</i>
<i>EMS On-Site Contact</i>	<i>Acadian Ambulance (Kelsi Taylor admin)</i>	<i>512.929.1657 kelsi.taylor@acadian.com</i>
<i>Bar Operations</i>	<i>AfterDark Group LLC (The Marc)</i>	<i>Holds TABC permit #100688906</i>
<i>Legal</i>	<i>Joseph Stallone — Grable Martin PLLC</i>	<i>512.228.7547 jstallone@grablemartin.com</i>
<i>Insurance</i>	<i>Paul Bassman — Higginbotham</i>	<i>PBASSMAN@higginbotham.net</i>

2.2 External Emergency Agency Contacts

ROLE	NAME / ORGANIZATION	PHONE / EMAIL
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ALL EMERGENCIES	911	CALL FIRST
SMFD Fire Department	San Marcos Fire Department	fireinfo@sanmarcostx.gov 911
SMPD — Asst. Chief	Brandon Winkenwerder	512.753.2101 bwinkenwerder@sanmarcostx.gov
City Special Events	Bridget LaVigne, MA	512.393.8099 512.214.5708 mobile BLaVigne@sanmarcostx.gov
Hays County — Mass Gathering	Jordan Powell, Asst. General Counsel	512.393.2219 jordan.powell@co.hays.tx.us
Hays County — Venue	Anita Collins (Courthouse Lawn applications)	512.393.5516 anita.collins@co.hays.tx.us
Hays County Sheriff (events)	Hays County Sheriff's Office	512.393.7896
Nearest Level 1 Trauma	St. David's South Austin Medical Center	~25 min — 901 W Ben White Blvd, Austin TX 78704
Nearest Hospital	Ascension Seton Hays — Kyle TX	~15 min — 6001 Kyle Pkwy, Kyle TX
Weather Monitoring	Perry Weather / NWS Austin	www.perryweather.com / weather.gov

SECTION 3 — SITE PLAN REFERENCE & VENUE LAYOUT

NOTE: A detailed, scalable site plan is attached as a separate document and submitted concurrently through the MGO permit portal. The narrative below supplements the visual site plan.

The site plan includes: satellite image, patron entry/exit points, stage and production placement, fencing, barrier/barricade locations, emergency vehicle ingress/egress routes, first aid station, family reunification point, security positions, generator locations, food vendor placement, portable restrooms, waste/recycling areas, parking, and property lines per the City of San Marcos Interactive Map (datacosm.hub.arcgis.com).

3.1 Venue Footprint

Primary Site	Hays County Historic Courthouse Lawn, 111 W San Antonio St, San Marcos TX 78666
Street Closures	N LBJ Drive (partial/full closure); San Antonio Street (partial/full — see Traffic Control Plan)
Capacity Zones	Stage/GA crowd zone (Courthouse Lawn); Overflow/circulation zone (N LBJ Drive, San Antonio St)
Stage Position	See attached Site Plan — stage set along north end of Courthouse Lawn; facing south toward crowd
Barricade Type	Type III / water-filled jersey barriers at all road closures; crowd control barriers (bike rack style) at stage perimeter
Entry / Exit Gates	Minimum 4 ticketed entry points; all gates double as exit; see Site Plan for specific locations
ADA Zone	Dedicated accessible viewing area — flat surface, sightline to stage; ADA-compliant porta-units adjacent
Crowd Capacity	Max per Hays County Mass Gathering Permit — to be confirmed by Jordan Powell, Hays County

3.2 Emergency Vehicle Access Lanes

Per Texas Fire Code and City of San Marcos requirements: at least one unobstructed emergency access lane (minimum 20 ft. clear width) must be maintained at all times. This lane is identified on the site plan and must not be blocked by vendor equipment, barricades, parked vehicles, or crowd overflow at any time during the event.

- **Primary EMS/Fire lane: identified on Site Plan — approach from [to be confirmed with SMFD pre-event]**
- **All barricades on the emergency lane are quick-release (removable by trained staff in under 60 seconds)**
- **Acadian ambulance staging position: first advertisement/sponsor area as marked on Site Map (confirmed June 3, 2026 per Manda Miller-Martinez)**
- **EMS staging must allow direct egress to Guadalupe Street / IH-35 corridor for hospital transport**

3.3 Key Facility Locations

Main Stage	North end of Courthouse Lawn — see Site Plan
Command Post (CP)	Adjacent to stage, shaded, accessible to all leads — exact location finalized pre-event
First Aid Station	Centrally located, clearly signed, near but not blocking emergency vehicle lane
EMS Ambulance Staging	First sponsor/ad area position on Site Map — Acadian Ambulance
Porta-Units (standard)	Quantity per Waste Management Plan; positioned per Site Plan
Porta-Units (ADA)	Minimum 1 ADA unit at accessible restroom cluster
Family Reunification Pt.	Command Post / Information Booth — clearly signed; announced on PA at gates open
Lost & Found	Command Post / Information Booth
Generator Location(s)	See Site Plan — minimum 20 ft. clearance from public areas; fire extinguisher adjacent each unit
Bar Service Zone	Fenced bar area operated by AfterDark Group LLC under TABC permit — ID check at entry

SECTION 4 — EVENT TIMELINE

DATE / TIME	ACTIONS / RESPONSIBILITIES
Fri Sep 4 All day	Load-in: stage, sound, lighting, production. Tent/structure installation. Generator placement. Vendor setup. Security walk with all department leads. Confirm all utility disconnects and fire extinguisher positions.
Sat Sep 5 8:00 AM	All department leads on site. Command Post established. Radios distributed and channel confirmed. Weather monitoring activated.
Sep 5 10:00 AM	EMS Acadian Ambulance crew arrives; staging confirmed. First Aid station fully stocked and operational. Security team morning briefing.
Sep 5 12:00 PM	Final production sound check. All staff emergency briefing (mandatory — all event personnel). Barricade and crowd control perimeter confirmed.

Sep 5 1:00 PM	<i>Final walk of site with Security Lead, EMS rep, Stage Manager, and Event Director. All egress routes confirmed clear. PA tested. Emergency announcement queue loaded.</i>
Sep 5 2:00 PM	<i>Bar operations activated. Wristband station open. Gate staff at positions.</i>
Sep 5 3:00 PM	<i>GATES OPEN — public admission begins. Incident Commander on radio. Gate count begins.</i>
Sep 5 3:30 PM – 9:30 PM	<i>Event in operation. Security check-ins every 30 min. Crowd count monitored. Weather monitoring continuous. No vehicle access within event perimeter.</i>
Sep 5 9:00 PM	<i>Pre-curfew brief: EIC confirms stage on track for 10 PM shutdown. Begin crowd management softening (announce last call, upcoming end of event via PA).</i>
Sep 5 10:00 PM	<i>HARD CURFEW — Stage shut down. Bar service closed. Managed crowd egress begins. Security assists with orderly dispersal on all exit routes.</i>
Sep 5 10:30 PM	<i>Acadian EMS departs (per contract: 30 min post-event). Gate staff confirm venue clear. Incident log review.</i>
Sep 5 11:00 PM onward	<i>Load-out begins. Site secured.</i>

SECTION 5 — MEDICAL INFORMATION

5.1 First Aid Station

Location	<i>Centrally located within event footprint — clearly marked with universal red cross signage (visible from 200 ft.)</i>
Hours of Operation	<i>2:30 PM – 10:30 PM (staffed before gates open and 30 min after close)</i>
Staffing	<i>Minimum 2 certified EMT/paramedic personnel (Acadian Ambulance) at all times</i>
Equipment	<i>AED (automated external defibrillator) — tested day-of; basic trauma supplies; wound care; IV fluid/hydration supplies; Narcan (naloxone) for suspected opioid overdose; ice packs; cooling blankets; stretcher/wheelchair</i>

Cooling Station	<i>Adjacent shade tent with misting fan, cold water, ice towels — heat illness cooling zone (mandatory given September TX heat)</i>
Family Reunification	<i>Lost child/parent station co-located at Command Post (see Section 10)</i>

5.2 On-Site EMS Provider — Acadian Ambulance Service

Provider	<i>Acadian Ambulance Service</i>
Contact (admin)	<i>Kelsi Taylor 512.929.1657 kelsi.taylor@acadian.com</i>
Day-of On-Site Contact	<i>Manda Miller-Martinez 832.914.6093</i>
Billing Address	<i>Omar Dawoud / San Marcos Block Party LLC 1101 Tate Tr, San Marcos TX 78666</i>
Service Hours	<i>2:30 PM – 10:30 PM (30 min pre/post event)</i>
Pricing (quoted)	<i>\$1,180 first 3 hours; \$153 per additional 30 min — contract to be confirmed</i>
Ambulance Staging	<i>First sponsor/ad area per Site Map — direct egress to IH-35/hospital</i>
Capability	<i>Basic Life Support + ALS depending on crew; hospital transport if critical</i>

⚠ ACTION REQUIRED: Confirm comprehensive EMS staffing plan with Acadian prior to event.

Industry standard for 6,000–10,000 attendees: minimum 1 EMT per 250–500 attendees, 2–4 medical stations.

Recommend: request full proposal for (a) 1 BLS ambulance standby, (b) 2 roving EMT foot teams, (c) 1 dedicated first aid station tent with paramedic supervisor, (d) ALS upgrade confirmation.

Texas September heat and alcohol service significantly elevate medical call volume. A single ambulance unit may be insufficient. Discuss with Acadian.

5.3 EMS Coordination Procedure

- **Any attendee requiring medical attention:** direct to nearest staff member or security personnel immediately.

- **Staff/security radios the Command Post on the dedicated event channel. CP contacts on-site Acadian crew.**
- **Acadian crew responds. For severe/life-threatening: simultaneously call 911 (do not wait for on-site EMS assessment first in a life-threatening situation).**
- **Emergency vehicle access lane must be confirmed clear before Acadian transport departs.**
- **Staff will NOT move an unconscious or severely injured person unless there is immediate life-threatening danger from location (crush, fire).**
- **All medical incidents logged in writing at Command Post. Log: time, location, patient description (no PHI), nature of incident, response action, outcome. Filed post-event.**

SECTION 6 — EMERGENCY EVACUATION PLAN

6.1 Evacuation Authority

The Event Director (Omar Dawoud) is the sole authority to declare a full evacuation of the event venue. In his absence, the Deputy IC (Manda Miller-Martinez) assumes this authority. If SMFD, SMPD, or Hays County Sheriff command assumes scene authority (as in a mass casualty, active threat, or fire emergency), their command overrides event staff and event staff becomes support only.

6.2 Evacuation Routes

All evacuation routes follow the closed-street footprint outward from the Courthouse Lawn. Routes are identified on the Site Plan and communicated to all staff in the pre-event briefing. Barricades are configured for rapid removal by trained staff.

ROUTE	DIRECTION / PATH	NOTES
Primary Exit	South along San Antonio Street toward Guadalupe St.	Widest egress corridor. Highest capacity. Leads to Guadalupe Street and parking.
Secondary Exit	North along N LBJ Drive.	Second highest capacity. Connects to Hopkins Street and City Hall parking.
Tertiary Exit	East along Hopkins Street toward City Hall parking.	Additional overflow route.

Emergency Only	Dedicated fire/EMS lane — see Site Plan.	Reserved at all times. Not for public evacuation. Connects to IH-35 corridor.
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6.3 Assembly Point

Primary assembly point: Guadalupe Street / Town Center parking — south of the event footprint. Secondary: City Hall parking, N LBJ Drive. Assembly points are marked on the Site Plan and communicated to attendees via PA and signage at entry.

6.4 Evacuation Announcement Scripts

GENERAL EVACUATION (PA ANNOUNCEMENT — READ VERBATIM):

"Attention everyone — for your safety, we are asking all guests to exit the event area calmly and immediately. Please walk — do not run — toward the nearest exit as directed by event staff. Follow all instructions from staff and emergency personnel. Proceed to [Guadalupe Street / N LBJ Drive] and do not return to the venue until you receive an all-clear. This is not a drill. Thank you for your cooperation."

ACTIVE THREAT / IMMEDIATE DANGER (PA ANNOUNCEMENT):

"Attention: Please exit the venue immediately using the nearest exit. Walk quickly and calmly. Follow all directions from staff and law enforcement. If you cannot exit safely, move away from the threat, seek cover, and call 911. This is not a drill."

WEATHER HOLD (PA ANNOUNCEMENT):

"Attention: Due to approaching severe weather, we are pausing the event for your safety. Please move immediately to a fully enclosed structure. Suggested shelter locations: [City Hall, 630 E Hopkins St] [Parking garage at ____]. Do NOT shelter under trees, open tents, or the stage area. Stay until you receive an official all-clear from event staff. Thank you for your patience — we will resume as soon as conditions allow."

6.5 Special Populations

- **ADA / mobility-impaired: Designated accessible viewing area per Site Plan. Trained staff stationed there to assist during evacuation. Wheelchair-accessible exit route confirmed on Site Plan.**

- **Lost children:** See Section 10 (Family Reunification). Command Post is the reunification point — announced on PA at gates open and periodically throughout the event.
- **Unaccompanied / incapacitated attendees:** Security and medical staff coordinate transport via EMS or law enforcement.

SECTION 7 — SEVERE WEATHER PROTOCOL

SITE-SPECIFIC CONTEXT — SEPTEMBER 5, 2026 IN SAN MARCOS, TX:

Average high temperature: 88–93°F. Heat index: 100°F+ in the afternoon. Humidity: ~70%. September also brings active Central Texas storm season with flash flood and severe thunderstorm risk.

Weather monitoring must begin 72 hours before the event and be continuous on day-of.

7.1 Weather Monitoring

Monitoring Service	Perry Weather (perryweather.com) — recommended for live lightning radius, real-time alerts, and professional decision support — OR National Weather Service IDSS Forecast Point (weather.gov/ewx)
Monitor Responsible	Omar Dawoud (Event Director) with support from Manda Miller-Martinez
Start Time	72 hours pre-event; continuous monitoring from 8:00 AM day-of through end of event
Alert Distribution	Weather updates broadcast to all department leads via radio and text group at minimum every 2 hours, and immediately upon any alert condition
Cancellation Authority	Omar Dawoud (Event Director) — must consult with Hays County / City of San Marcos if evacuation involves public property

7.2 Lightning — 30/30 Rule & 8-Mile Protocol

The event follows the industry-standard 8-mile lightning safety protocol aligned with NCAA, NFPA, and OSHA guidance:

- **MONITORING:** Real-time lightning detection service active from 8:00 AM through end of event.
- **THRESHOLD — SHOW HOLD:** Lightning detected within 8 miles of the venue immediately triggers event suspension and crowd shelter protocol.
- **FLASH-TO-BANG backup:** Count seconds between lightning flash and thunder; divide by 5 for distance in miles. Flash-to-bang of 30 seconds or less = lightning within 6 miles = immediate suspension.
- **STAGE SHUTDOWN SIGNAL:** Pre-agreed verbal cue to Stage Manager from Event Director. Stage Manager kills PA and production power on that order.
- **SHELTER DIRECTIVE:** Attendees directed to fully enclosed permanent structures only. Acceptable: City Hall (630 E Hopkins St), parking garages, enclosed retail/commercial buildings adjacent to venue. NOT acceptable: open tents, stage canopies, trees, convertible vehicles.
- **RESUME THRESHOLD:** No lightning within 8-mile radius for 30 consecutive minutes before event may resume. Event Director makes final call after conferring with weather monitoring service.
- **TORNADO WARNING:** Full evacuation to lowest floor of fully enclosed structures. Event does not resume.

7.3 Heat Emergency Protocol

HIGH PRIORITY — SEPTEMBER HEAT RISK: San Marcos heat index averages 100°F+ in September. Direct sun exposure raises apparent temperature a further 15°F. Heat exhaustion and heatstroke are the most statistically likely medical emergencies at this event.

- **FREE WATER STATIONS:** Minimum 3 water distribution stations across the event footprint — staffed by volunteers. Free water available to all attendees.
- **MISTING STATIONS:** Misting fans / cooling stations in multiple locations, clearly marked.
- **SHADE AVAILABILITY:** Vendor tents and ancillary structures configured to provide shade relief zones.
- **HEAT ILLNESS MONITORING:** All security staff trained to identify and report heat illness symptoms (heavy sweating, pale/red/hot/dry skin, weakness, rapid pulse, confusion, loss of consciousness).
- **FIRST AID COOLING ZONE:** Ice towels, cooling blankets, cold water immersion capability (per Texas UIL/CDC cold-water immersion protocol for heat stroke), and shaded cooling tent at First Aid Station.
- **HEAT EXHAUSTION RESPONSE:** Remove from sun, cool with water/ice, elevate legs if not unconscious, call Acadian EMS.

- **HEAT STROKE RESPONSE** (confusion, unconscious, no sweating): **IMMEDIATE 911 call. Begin cold-water cooling immediately while waiting. Do not give fluids to unconscious person.**
- **ANNOUNCEMENTS:** Hydration reminders broadcast on PA every 60 minutes.
"Stay hydrated — free water stations located at [locations]. Seek shade and rest."

SECTION 8 — EMERGENCY SCENARIOS & RESPONSE PROTOCOLS

All responses follow NIMS/ICS principles: clear command structure, unity of command, and modular escalation. The Event Director (IC) retains command until a government agency assumes authority, at which point the IC becomes liaison/support.

8.1 Individual Medical Emergency

1	<i>Attendee/staff member requires medical attention.</i>
2	<i>Nearest staff/security radios Command Post: "Medical assistance needed at [location]" — use site zone reference from Site Plan.</i>
3	<i>Command Post dispatches on-site Acadian EMS crew immediately.</i>
4	<i>For life-threatening: Simultaneously call 911. Do NOT wait for on-site EMS to assess first.</i>
5	<i>Clear emergency vehicle lane if ambulance transport required.</i>
6	<i>Do NOT move unconscious or severely injured patient unless in immediate danger from fire/crush.</i>
7	<i>Log incident: time, location, nature, response, outcome.</i>
8	<i>Notify Event Director immediately for any critical incident.</i>

8.2 Mass Casualty Incident (MCI)

1	<i>Multiple casualties reported — Event Director immediately calls 911 and declares MCI.</i>
2	<i>Stage Manager shuts down production immediately on Event Director's order.</i>

3	<i>PA announcement: general evacuation (see Section 6.4).</i>
4	<i>Security opens ALL exit gates; converts all entry points to exits.</i>
5	<i>Acadian EMS activates expanded triage. Designate a triage area away from crowd flow and egress routes.</i>
6	<i>SMFD and SMPD assume scene command. Event IC becomes liaison only — provide all site information.</i>
7	<i>All staff stay off phones unless operationally essential — keep lines clear for 911.</i>
8	<i>Designated staff member handles all media and public inquiries — no staff comment except authorized spokesperson (Manda Miller-Martinez or Joseph Stallone).</i>

8.3 Fire / Structural Hazard

1	<i>Fire or structural failure detected. Stage Manager kills all production power. Anyone near hazard moves immediately.</i>
2	<i>Event Director calls 911. SMFD assumes command.</i>
3	<i>Immediate evacuation of affected zone; assess whether full event evacuation is necessary.</i>
4	<i>If full evacuation: PA announcement (see Section 6.4); security clears venue.</i>
5	<i>No attendees re-admitted until SMFD issues all-clear.</i>
6	<i>Generators: each must have fire extinguisher immediately adjacent; minimum 20 ft. clearance from public areas.</i>
7	<i>Stage structure: all temporary structures (stage, tents, trusses) must have certified structural engineer approval prior to event.</i>

8.4 Severe Weather / Lightning

See Section 7 for the full weather protocol. Summary action sequence:

1	<i>Lightning within 8 miles OR flash-to-bang ≤30 seconds: Stage Manager shuts down stage on IC order.</i>
2	<i>PA announcement (see Section 6.4 weather hold script).</i>

3	<i>Security directs attendees to fully enclosed shelter structures.</i>
4	<i>Event Director monitors weather service continuously.</i>
5	<i>Tornado warning: full evacuation to interior ground-floor rooms of permanent structures.</i>
6	<i>Resume only after 30 consecutive minutes with no lightning within 8-mile radius; confirmed by weather service and Event Director.</i>

8.5 Crowd Crush / Crowd Surge Emergency

1	<i>Security personnel observe dangerous crowd density near stage or choke point. Immediately radio Command Post.</i>
2	<i>Event Director assesses. If density is dangerous: order Stage Manager to pause performance.</i>
3	<i>PA announcement: "Please step back and give space to those around you. Move toward the outer edges of the crowd area."</i>
4	<i>Security opens adjacent area gates to increase crowd dispersion space.</i>
5	<i>If persons are trapped or injured: call 911, dispatch Acadian EMS, and begin evacuation of immediate zone.</i>
6	<i>Security staffed at 1 crowd manager per 250 attendees per Texas Fire Code (IFC 403.3) — minimum 40 trained crowd managers for 10,000 attendees.</i>
7	<i>Stage barrier/crash barrier positioned per Site Plan with sufficient depth to prevent front-row crush.</i>

8.6 Active Threat / Security Incident

1	<i>Any report of a weapon, active shooting, or active threat: CALL 911 IMMEDIATELY. Do NOT attempt to engage or investigate.</i>
2	<i>Radio Command Post: "Security alert — [location]." Event Director notified simultaneously.</i>
3	<i>Stage shutdown immediately on Event Director's order.</i>
4	<i>PA announcement (active threat script, Section 6.4) if appropriate and safe to do so.</i>

5	<i>SMPD/law enforcement assumes command of scene. Event staff evacuates attendees only — do NOT interfere with law enforcement.</i>
6	<i>All staff: "Run, Hide, Fight" protocol — Run if safe; Hide if unable to run; Fight as last resort.</i>
7	<i>Do NOT use PA system if it could tip off the threat to law enforcement positions.</i>
8	<i>All staff and crew briefed on this protocol at mandatory pre-event briefing.</i>

8.7 Alcohol / Drug / Substance Emergency

1	<i>Visibly intoxicated person causing safety concern: Security removes from general crowd to calm area; Acadian EMS notified.</i>
2	<i>Unresponsive person / suspected overdose: Call 911 immediately. Do NOT wait to see if they 'sleep it off.' Acadian EMS dispatched simultaneously.</i>
3	<i>Narcan (naloxone) available at First Aid Station. Acadian crew trained in administration.</i>
4	<i>Bar service under TABC regulations — no service to visibly intoxicated individuals. ID check at all bar entry points. Bar staff empowered to refuse service.</i>
5	<i>Alcohol service hard cutoff: 10:00 PM per curfew.</i>
6	<i>Designated Sober Monitor position at high-density bar area during peak hours.</i>

SECTION 9 — EMERGENCY COMMUNICATION PLAN

9.1 Emergency Communication Coordinator

Manda Miller-Martinez (Operations Director) is the designated Emergency Communication Coordinator. She is responsible for: (1) coordinating all communications during emergencies; (2) handling all media and public inquiries; and (3) serving as the point of contact for 911 and government agency coordination. In her absence, Omar Dawoud assumes this role.

9.2 Internal Event Communication

Radio System	Two-way radios — all key staff (IC, Deputy IC, Security Lead, Stage Manager, EMS Liaison, Gate Leads)
Radio Channel	Dedicated event channel — assigned pre-event. Backup channel identified. No public sharing of channel.
Mobile Backup	All leads have pre-loaded contact list on mobile phone. Group text chain for non-emergency coordination.
EMS Line	Command Post maintains dedicated phone/radio line to Acadian on-site crew at all times
Dead Zone Awareness	Confirm cell coverage at venue site pre-event. If coverage gaps exist, radio is primary.

9.3 Internal Communication Table

ROLE / RESPONSIBILITY	NAME	PHONE	RADIO CHANNEL	BACKUP COMM.
Event Director / IC	Omar Dawoud	512.787.3771	Event Ch. 1	Group text
Deputy IC / Ops	Manda Miller-Martinez	832.914.6093	Event Ch. 1	Group text
Security Lead	TBD	TBD	Event Ch. 2	Group text
Stage Manager	Alex Soto	TBD	Event Ch. 1	Direct call
EMS / Acadian Liaison	Manda (CP contact)	832.914.6093	Event Ch. 1	Direct radio
Gate Lead (Entry)	TBD	TBD	Event Ch. 2	Group text
Bar Operations Lead	AfterDark Staff	TBD	Event Ch. 2	Direct call
Media / Public Inquiries	Manda Miller-Martinez	832.914.6093	N/A	Mobile only

9.4 Attendee Communication

- **PA System: Stage PA used for emergency announcements. Stage Manager has override capability on IC instruction. Stage Manager activates PA on IC order even mid-performance.**

- **Backup PA / Bullhorn:** Dedicated bullhorn at Command Post for use if main stage PA is offline.
- **Social media:** @sanmarcosblockparty accounts used for pre-event safety communications and, if necessary, post-event updates.
- **Signage:** Emergency exit signage, first aid station signs, and assembly point markers — installed day-prior.

9.5 Incident Reporting

- **All incidents (medical, security, structural, weather) logged in writing at Command Post during event.**
- **Incident log format: Time / Location / Description / Response taken / Outcome / Reporting staff member.**
- **Full incident report submitted to City of San Marcos (Bridget LaVigne) within 5 business days of event.**
- **Serious incidents (death, hospitalization, arrest, structural failure): notify legal counsel (Stallone, Grable Martin) immediately.**

SECTION 10 — FAMILY REUNIFICATION POLICY

10.1 Reunification Point

The family reunification station is co-located at the Command Post / Information Booth, clearly identified on the Site Plan and marked with prominent signage visible from main crowd areas. The reunification point location is announced on the PA system when gates open and periodically throughout the event.

10.2 Lost Child Protocol

Lost Child scenario: event staff does NOT have the child in their possession — the child needs to be located within the event.

- **Staff member contacts Command Post immediately upon sighting or report of unaccompanied minor.**
- **CP coordinates search via radio with all zone staff.**
- **PA announcement: "Attention: A young [boy/girl], approximately [age] years old, wearing [description], has been reported separated from their parent or guardian. If you see this child, please bring them to our Information Booth at [location]. If**

you are looking for your child, please come to the Information Booth immediately."

- ***If child is not located within 10 minutes, call 911. Do not delay.***

10.3 Found Child Protocol

Found Child scenario: event staff has the child and is looking for the parent/guardian.

- ***Child is taken immediately to Command Post. Staff remains with the child at all times — never left alone.***
- ***CP makes PA announcement as above.***
- ***If parent/guardian not located within 15 minutes: call 911 and notify SMPD.***
- ***All details logged: time found, description of child, location found, actions taken.***

SECTION 11 — FIRE PROTECTION & SECURITY

11.1 Fire Protection

<i>Fire Resp. Lead</i>	<i>Omar Dawoud (Event Director) — immediate SMFD call on any fire indication</i>
<i>Fire Extinguishers</i>	<i>Minimum 1 ABC-rated extinguisher per generator; 1 per vendor station; 1 at stage production area. Inspected and tagged within 1 year. Placed in visible, accessible locations.</i>
<i>Generator Safety</i>	<i>All generators positioned per Site Plan — minimum 20 ft. clearance from public areas, tents, and structures. Refueling only when generator is off and cool.</i>
<i>Tent / Structure Fire</i>	<i>All tents and temporary structures must be fire-retardant certified. Certificates available on site.</i>
<i>No Open Flames</i>	<i>No open flame in crowd areas, near generators, or within 10 ft. of any temporary structure without prior Fire Marshal approval.</i>
<i>SMFD Coordination</i>	<i>Event notification sent to SMFD (fireinfo@sanmarcostx.gov) June 2, 2026. Coordination and pre-event walkthrough recommended.</i>
<i>Emergency Access Lane</i>	<i>Maintained clear at all times — 20 ft. minimum width. SMFD access confirmed on Site Plan.</i>

11.2 Security

Security Provider	<i>TBD — to be contracted and submitted to City of San Marcos prior to permit approval</i>
Staffing Standard	<i>Texas Fire Code IFC 403.3: minimum 1 trained crowd manager per 250 persons. At 10,000 capacity: minimum 40 crowd managers.</i>
Recommended Ratio	<i>1 security guard per 75–100 attendees (industry standard for alcohol-service events): minimum 60–100 officers for this event</i>
TABC Requirement	<i>Licensed Texas Peace Officer required on site during alcohol service (TABC regulation). Coordinate with SMPD or engage off-duty officers.</i>
Off-Duty SMPD Officers	<i>Outreach made June 2, 2026. SMPD directed to Hays County for venue jurisdiction. Re-engage with Hays County Sheriff for on-site security coordination.</i>
Security Posts	<i>All entry/exit gates; stage crash barrier; Command Post; bar area perimeter; ADA zone; VIP/artist areas; vendor corridor; parking areas</i>
Bag Check	<i>Visual bag check at all entry gates. No weapons, outside alcohol, or prohibited items.</i>
Prohibited Items	<i>Weapons, outside alcohol, illegal substances, professional camera equipment without credential, laser pointers, large umbrellas blocking views</i>

11.3 Stage Structural Safety

- ***All temporary stage structures, lighting trusses, and rigging must be signed off by a licensed structural engineer prior to event. Documentation on file.***
- ***Stage load limits confirmed with LD Systems and production vendor.***
- ***Wind-load capacity: all structures rated for minimum 50 mph sustained wind. Weather monitoring triggers stage shutdown at sustained 35 mph winds per industry standard.***

SECTION 12 — LOST & FOUND

<i>Lost & Found Location</i>	<i>Command Post / Information Booth — co-located with Family Reunification Station</i>
<i>Hours</i>	<i>From gates open (3:00 PM) through end of event (10:00 PM); designated staff member on station</i>
<i>Process</i>	<i>All found items tagged with time, description, and location found. ID required for claim pickup. Log maintained.</i>
<i>Valuable Items</i>	<i>Wallets, keys, phones secured at Command Post. Unclaimed items turned over to SMPD at end of event.</i>
<i>Announcement</i>	<i>Lost & Found location announced on PA at event start and periodically. Mentioned on all signage at entry.</i>

SECTION 13 — AREA NOTIFICATION

✓ Area Notification Plan reviewed and APPROVED by Josie Falletta, City of San Marcos — May 27, 2026.

The Area Notification Plan was submitted and approved. It covers notification of downtown businesses and neighboring properties via direct mailer and in-person outreach. The San Market (Janice and Kelly — howdy@thesanmarket.com) was identified as a key neighboring business. Farmers market relocation to N LBJ Drive was discussed with Josie Falletta; she recommended Bridget LaVigne and the Fire Marshal's team weigh in on that relocation.

- Downtown businesses notified per approved Area Notification Plan**
- Farmers market coordination pending — confirm with City of San Marcos and Bridget LaVigne**
- Property lines confirmed via City of San Marcos Interactive Map (datacosm.hub.arcgis.com)**

SECTION 14 — PERMIT & COMPLIANCE STATUS

⚠ CRITICAL DEADLINE: City of San Marcos requires completed permit application 60 days before the event.

September 5, 2026 event = **DEADLINE: JULY 6, 2026.**

TODAY IS JUNE 3, 2026. You have approximately 33 days to submit a completed application.

Begin MGO portal submission immediately with documents already completed.

Upload outstanding documents as they are finalized.

DOCUMENT	NOTES	STATUS
<i>COI — Certificate of Insurance</i>	<i>City of SM listed as additionally insured. Higginbotham (Paul Bassman) engaged June 2, 2026. Forms sent — deadline June 8.</i>	⚠ IN PROGRESS — URGENT
<i>EAP — Emergency Action Plan</i>	<i>This document — Version 2.0. Submit via MGO portal.</i>	⚠ FINAL REVIEW / SUBMIT
<i>Site Plan</i>	<i>Includes closures, hard stops, barricades. Road closure map update in progress (N LBJ + San Antonio added per Omar June 3).</i>	⚠ UPDATE NEEDED / SUBMIT
<i>TCP — Traffic Control Plan</i>	<i>Start/stop locations, times, security plan included. Updated map pending.</i>	⚠ UPDATE NEEDED / SUBMIT
<i>Waste Management Plan</i>	<i>TDS walkthrough completed. Plan shared for review June 3, 2026.</i>	⚠ UNDER REVIEW / SUBMIT
<i>Area Notification Plan</i>	<i>Approved by Josie Falletta, City of SM, May 27, 2026.</i>	✓ APPROVED
<i>TABC License / Permit</i>	<i>AfterDark Group LLC holds permit #100688906. Outdoor extension / designated premises permit for Courthouse Lawn required.</i>	⚠ IN PROGRESS
<i>Food Permit — Vendor List</i>	<i>Vendor list to be compiled. Temp Food Permit info: sanmarcostx.gov/health. Contact: healthinfo@sanmarcostx.gov</i>	✗ OUTSTANDING
<i>Hays County Agreement</i>	<i>Courthouse Lawn = Hays County property. Jordan Powell (512.393.2219) for Mass Gathering Permit. Anita Collins (512.393.5516) for venue use.</i>	✗ OUTSTANDING — CRITICAL

Security Provider Contract	Provider TBD. Required by City. Must include licensed TX Peace Officer for TABC compliance.	X OUTSTANDING
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14.1 MGO Permit Submission

Portal URL	www.mgoconnect.org — Customer Portal — San Marcos jurisdiction (not Hays County)
Application Type	Special Event Application > Permit
Fees	Street Closure: \$100/block/day Single Day Event: \$35 Technology Fee: \$15
Permit Center	512.805.2630 Permitinfo@sanmarcostx.gov
Bridget LaVigne	BLaVigne@sanmarcostx.gov 512.393.8099 Mobile 512.214.5708

SECTION 15 — PRE-EVENT SAFETY CHECKLIST

30+ Days Before Event (by ~August 5, 2026)

- **Hays County Agreement signed (Jordan Powell — 512.393.2219)**
- **Security provider contracted; licensed TX Peace Officer confirmed for TABC**
- **TABC outdoor/temporary extension applied for and approved**
- **Food vendor list finalized; all vendors obtain Temporary Food Permits via San Marcos Environmental Health**
- **Acadian EMS full staffing plan confirmed; contract executed**
- **Structural engineer sign-off on stage, trusses, and all temporary structures obtained**
- **Weather monitoring service (Perry Weather or equivalent) contracted**
- **Completed permit application submitted via MGO with all available documents**
- **Perry Weather or NWS IDSS monitoring service activated for event**

14 Days Before Event

- *All 9 permit documents uploaded to MGO and confirmed received by Bridget LaVigne*
- *Pre-event coordination meeting with SMFD and SMPD / Hays County Sheriff scheduled*
- *Acadian ambulance and crew confirmed for September 5*
- *Staff emergency briefing materials prepared; all staff shifts confirmed*
- *Signage orders confirmed: exit signs, first aid, family reunification, water stations, ADA*
- *Radio procurement confirmed; channels assigned and tested*

72 Hours Before Event

- *Weather monitoring active — check forecasts every 6 hours*
- *Pre-event coordination call with SMFD, SMPD/Sheriff, Acadian EMS*
- *Confirm final vendor list with Environmental Health / food permit verification*
- *Confirm all barricade / hard-stop equipment on-site or scheduled*
- *Load-in logistics confirmed with LD Systems and production team*

Day-Prior (September 4 — Load-In Day)

- *Walk site with Security Lead, Stage Manager, Acadian EMS rep, and Event Director*
- *Confirm emergency vehicle access lane — measure and mark 20 ft. clearance*
- *All temporary structures in place; structural sign-offs on file*
- *Confirm generator placement (20 ft. clearance), fuel, and fire extinguishers*
- *First Aid station tent erected; stocked with all supplies*
- *Signage installed: exits, first aid, reunification, water stations*
- *Radio communication tested on all channels with all department leads*

Day-Of (September 5) — Pre-Gates

- *All staff report by 8:00 AM for site confirmation*
- *Command Post established and manned by 10:00 AM*
- *Acadian EMS crew arrives and staging confirmed by 10:00 AM*
- *Weather check at 8 AM, 12 PM — evaluate forecast and confirm go/no-go*
- *All department leads participate in full emergency briefing no later than 1:00 PM*
- *PA system tested; emergency announcements queued and confirmed*
- *Gate staff in position by 2:00 PM — radios confirmed*
- *Final site walk with IC, Deputy IC, Security Lead, Stage Manager, EMS at 1:00 PM*

SECTION 16 — ACKNOWLEDGMENT & SIGNATURES

By signing below, the event organizer certifies that this Emergency Action Plan has been reviewed by all listed parties, that it accurately reflects the operational plan for the San Marcos Block Party on September 5, 2026, and that all event staff will be briefed on its contents prior to the event. All event personnel must review and be familiar with this plan per City of San Marcos requirements.

ROLE	NAME / ENTITY	SIGNATURE / DATE
<i>Event Director</i>	<i>Omar Dawoud — San Marcos Block Party, LLC / AfterDark Entertainment</i>	_____ _____
<i>Operations Dir.</i>	<i>Manda Miller-Martinez — AfterDark Entertainment</i>	_____ _____
<i>Co-Producer</i>	<i>Parker Bronson — Special Delivery Presents</i>	_____ _____
<i>Legal Counsel</i>	<i>Joseph Stallone — Grable Martin PLLC</i>	_____ _____

Please provide 4 available dates and times for a plan review meeting with City of San Marcos staff:

1.	Date/Time: _____
2.	Date/Time: _____
3.	Date/Time: _____
4.	Date/Time: _____

This document is submitted in accordance with the City of San Marcos Special Event Permit requirements (Ordinance adopted October 17, 2023; process effective April 1, 2024). All questions should be directed to Bridget LaVigne, Special Event Coordinator — BLaVigne@sanmarcostx.gov | 512.393.8099.



Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Authorize the submission of a grant application to the Department of Justice, State Criminal Alien Assistance Program (SCAAP) grant program in an amount to be determined at the time of award. **SMITH/HIPOLITO**

Summary

The State Criminal Alien Assistance Program (SCAAP) is an annual grant program administered by the U.S. Department of Justice. The program provides federal payments to states and local jurisdictions that incur correctional officer salary costs associated with the incarceration of certain individuals who lack lawful immigration status and who have been convicted of at least one felony or two misdemeanor offenses under state or local law. Eligible individuals must have been incarcerated for at least four consecutive days during the reporting period of July 1, 2023, through June 30, 2024.

Funding amounts are determined by the Department of Justice after all applications have been submitted and reviewed. Applications must be submitted electronically by June 23, 2026.

The funding amount of \$1,000 is included as a placeholder, as final award amounts will be determined by the Department of Justice following the application review process.

Purchasing Review: N/A

Auditor:

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD if awarded



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Lisa Day

Sponsor: Commissioner Ingalsbe

Agenda Item:

Ratify the acceptance of a \$5,000.00 supplemental and emergent fund allocation to the Juvenile Probation Department from the Texas Juvenile Justice Department and amend the budget accordingly. **INGALSBE/DAY**

Summary:

The Texas Juvenile Justice Department has provided a \$5,000.00 supplemental and emergent fund allocation to Hays County.

Fiscal Impact:

Amount Requested: \$5,000

Line Item Number: 001-686-99-217.4301/5361

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: Yes

Comments:

(\$5,000) - Increase Intergovernmental Revenue 001-686-99-217.4301

\$5,000 - Increase Contract Inmate Detention 001-686-99-217.5361

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, \$5,000 in Intergovernmental Revenues

Comments:



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Flocke

Sponsor: Commissioner Hammer

Agenda Item:

Approve the increase of the habitat mitigation fee from \$7,500.00 per acre to \$9,500.00 per acre as outlined in the Hays County Regional Habitat Conservation Plan fee schedule, and authorize the Precinct 3 Commissioner to issue a letter to the US Fish and Wildlife Service informing them of this change. **HAMMER/FLOCKE**

Summary:

Pursuant to Section 8.2.2. of the Regional Habitat Conservation Plan (RHCP), mitigation fees were to be set at \$7,500 per credit for the first five years of implementation with a scheduled increase of \$1000 every five years thereafter. To date implementation of this provision has been deferred, and mitigation fees have remained unchanged since the RHCP was established in 2013. Beginning in 2026, Hays County will implement these scheduled fee increases in accordance with the RHCP beginning with a \$2,000 per credit increase to account for the rate increases that were planned for 2018 and 2023.

Effective 1st July 2026, the price of one mitigation credit will increase from \$7,500 to \$9,500. The adjustment will not apply to current applicants who have already received a Habitat Determination Letter.

Fiscal Impact:

Amount Requested: None (Revenue)
Line Item Number: 151-756-00.4402

Budget Office:

Source of Funds: Permit Fees
Budget Amendment Required Y/N?: No
Comments: Increase in permit fee will be incorporated into future annual budgets.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Regional Habitat Conservation Plan approved by Commissioners Court on July 9, 2013

Auditor's Office

G/L Account Validated Y/N?: Yes, Permit and Review Fees Income
New Revenue Y/N?: Revenue is certified during the annual budget process.
Comments:

Attachments

FWS Letter



23 June, 2026

U.S. Fish & Wildlife Service
Attn: Aaron Conti
1505 Ferguson Lane
Austin, TX 78754

Re: Hays County Regional Habitat Conservation Plan Mitigation Fees

Dear Mr. Conti,

Hays County submits this correspondence as an update on the Hays County Regional Habitat Conservation Plan (RHCP) Funding Plan pursuant to section 8.0 of the Hays County RHCP.

Pursuant to Section 8.2.2. of the RHCP, mitigation fees were to be set at \$7,500 per credit for the first five years of implementation with a scheduled increase of \$1000 every five years thereafter. To date implementation of this provision has been deferred, and mitigation fees have remained unchanged since the RHCP was established in 2013. Beginning in 2026, Hays County will implement these scheduled fee increases in accordance with the RHCP beginning with a \$2,000 per credit increase to account for the rate increases that were planned for 2018 and 2023. The Service can anticipate future notifications from the County regarding mitigation fee adjustments in 2028, 2033, 2038, and every five years thereafter as outlined in Section 8.2.2. of the RHCP.

Effective 1st July 2026, the price of one mitigation credit will increase from \$7,500 to \$9,500. The adjustment will not apply to current applicants who have already received a Habitat Determination Letter.

We are happy to provide any additional information or clarification necessary.

Sincerely,

Morgan Hammer,
Commissioner of Hays County Precinct 3



Hays County Commissioners Court

Date: 06/23/2026

Requested By: John Ellen, Constable Precinct 5

Sponsor: Commissioner Smith

Agenda Item:

Authorize payment to Texas Police Chiefs Association (TPCA) in the amount of \$600.00 for annual membership fees for the Constable, Precinct 5 Office, where a purchase order was not obtained per the purchasing policy. **SMITH/ELLEN**

Summary:

The \$600.00 annual membership fee covers membership for up to 10 individuals for one year. The membership requires a purchase order prior to the membership starting, and the department did not obtain a purchase order.

Fiscal Impact:

Amount Requested: \$600

Line Item Number: 001-639-00.5302

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: No purchase order obtained prior to the membership starting

Auditor's Office

G/L Account Validated Y/N?: Yes, Membership Fees and Bonds Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Invoice

Invoice Number 12009
Invoice Date 06/05/2026
Invoice Due 07/18/2026



Billed to
Hays County PCT 5 CO
Hays County PCT 5 CO
500 Jack C Hays Trail
Buda, Texas 78610

From
Texas Police Chiefs Association
108 Cedar Hills Dr
PO Box 819 - Membership
PO Box 1030 - Accreditation & Training
Elgin, TX 78621

Open

Transactions

DESCRIPTION	AMOUNT
Membership Renewal - Accredited Agency-2025 - 1 - 10 Sworn Officers (through July 18, 2027)	\$ 600.00

Total Amount	\$ 600.00
Amount Paid	\$ 0.00
Amount Due	\$ 600.00

Notes

Please make checks payable to TPCAF and mail to:
Texas Police Chiefs Association Foundation
PO Box 1030
Elgin, TX 78621



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to purchase law enforcement supplies, to include firearms, a vehicle, and law enforcement equipment, valued at \$171,223.03, using the FY 2026 Texas Comptroller of Public Accounts, Rural Law Enforcement Grant Award, amend the budget accordingly, and authorize a waiver of getting three quotes for the purchase of wrap restraint systems. **INGALSBE/HIPOLITO**

Summary:

The court authorized the acceptance of the FY 2026 Texas Comptroller of Public Accounts Rural Grant Award for the amount of \$498,095. The Sheriff's Office requests approval to purchase law enforcement supplies, including firearms, a vehicle and law enforcement equipment necessary to maintain public safety and operational readiness. A waiver to the purchasing policy is requested for the purchase of three wrap restraint systems. The WRAP is a safe restraint system designed to protect subjects, officers, and staff by reducing the possibility of injury and death. The vendor for this purchase is Safe Restraints Inc, and the purchase for three is valued at \$4,911.36. An itemized list of purchases is attached, with quotes referencing a purchasing cooperative. Budget amendments are required to properly categorize capital expenses.

Fiscal Impact:

Amount Requested: \$171,223.03

Line Item Number: 001-618-99-214]

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: Yes

Comments:

\$7,972 - Increase Law Enforcement Supplies 001-618-99-214.5206

\$12,306 - Increase Communication Equipment Operating 001-618-99-214.5715_400

\$90,265 - Increase Vehicles Capital 001-618-99-214.5713_700

(\$110,543) - Decrease Law Enforcement Equipment Operating 001-618-99-214.5717_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments:

Safe Restraints: Waiver to the Purchasing Policy of obtaining three quotes.

Caldwell Country Ford: 724-23

GT Distributors, Inc.: Buyboard 798-26

Galls: Buyboard 698-23

Mobile Communications America: Sourcewell 020624

Safeware, Inc.: Omnia 4400008468

Icor Technology: GS-07F-0430V

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Quotes

001-618-99-214.5206**Law Enforcement Supplies**

Line	Item Description	Quantity	Purchase Total	Vendor	Contract
1	Firearms w/optics & light	10	\$ 7,972.00	GT Distributors, Inc.	BuyBoard 798-26
			<u>\$ 7,972.00</u>		

001-618-99-214.5715_400**Communication Equipment Operating**

Line	Item Description	Quantity	Purchase Total	Vendor	Contract
1	Motorola Radio Packages	16	\$ 12,306.00	Mobile Communications America	Sourcewell #020624
			<u>\$ 12,306.00</u>		

001-618-99-214.5717_400**Law Enforcement Equipment Operating**

Line	Item Description	Quantity	Purchase Total	Vendor	Contract
1	DJI Avata 2 Fly More Combo	4	\$ 7,382.36	Safeware, Inc.	Omnia #4400008468
2	Rifle Scope	4	\$ 3,049.28	Safeware, Inc.	Omnia #4400008468
3	Thermal Imaging Riflescope	1	\$ 2,385.00	Galls	BuyBoard 698-23
4	Thermal Imaging Riflescope	1	\$ 3,613.49	Galls	BuyBoard 698-23
5	WRAP Restraints/Helmet	3	\$ 4,911.36	The Wrap by Safe Restraints, Inc.	Purchasing Waiver
6	Body Armor	25	\$ 36,073.54	Angel Armor	BuyBoard 798-26
7	Robot Batteries	2	\$ 3,265.00	Icor Technology	GS-07F-0430V
			<u>\$ 60,680.03</u>		

001-618-99-214.5713_700**Vehicles Capital**

Line	Item Description	Quantity	Purchase Total	Vendor	Contract
1	2026 Ford Super Duty	1	\$ 90,265.00	Caldwell Country Ford	BuyBoard 724-23
			<u>\$ 90,265.00</u>		
			<u>\$ 171,223.03</u>	Total Purchases	



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0222169
Date	5/26/2026
Page:	1

Bill To:

Hays County Sheriffs Office (TX)
Attn: Accounts Payable
810 South Stagecoach Trail
San Marcos TX 78666

Ship To:

Hays County Sheriffs Office (TX)
1307 Uhland Road
San Marcos TX 78666

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GLOCK 052626	000262	BF	FEDEX-GROUND	NET 15	0/0/0000	3,165,884
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
10	GLOCK-P61750202	GLOCK 17 9mm Gen6 LE 3 Mags Fixed Sights	EA	\$461.95	\$4,619.50	
10	HOLO-HS507C-X2-LEM	Holosun 507 Miniature Reflex Red Circle Dot S	EA	\$191.88	\$1,918.80	
10	STL-69210	Streamlight TLR-1s Tac Light With Strobe	EA	\$136.37	\$1,363.70	
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 798-26. Contract period 4/1/26-3/31/27. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, your salesman was Adam Balak

Subtotal	\$7,902.00
Misc	\$0.00
Tax	\$0.00
Freight	\$70.00
Total	\$7,972.00

QUOTATION

Page 1

858000961

Bill To:

Hays County Auditor
712 South Stagecoach Trail #1071
San Marcos, TX 78666

Ship To:

Hays County Auditor
712 South Stagecoach Trail #1071
San Marcos, TX 78666

Contact: Jesse Hernandez

Contact #: 512-393-7812

Contact: Jesse Hernandez

Contact #: 512-393-7812

Date: 04/29/2026		Customer #: 129517		Terms: NET 30 DAYS	
Qty	Item	Description	U/M	Unit Price	Extended
<i>Sourcewell Contract #020624</i>					
16	AAH11YDC9JA2AN-WHIP-P	MOTOTRBO R2 400-480M 4W NKP Package	EA	758.00	12,128.00
16	AAH11YDC9JA2AN-WHIP	MOTOTRBO R2 400-480M 4W NKP	EA	0.00	0.00
16	DISCOUNT-SALES		EA	-113.70	-1,819.20
16	PMMN4148A	PORTABLE RSM RM110, IP55, 3.5MM JACK RM110 Remote Speaker Microphone,	EA	98.00	1,568.00
16	DISCOUNT-SALES		EA	-13.80	-220.80
1	BT-PGM	PROGRAMMING	EA	525.00	525.00
1	SHIPPING	SHIPPING	EA	125.00	125.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:

Customer Rep: Greg Weisman

Phone #:

Email: GregWeisman@callmc.com

Subtotal : \$12,306.00

Tax : \$0.00

Total Quote : \$12,306.00

Quote Valid for 30 Days.

Warranties included with the sale of equipment are manufacturer warranties that do not include local services performed by MCA. MCA offers coverage for local services including, but not limited to facilitating warranty repairs with the manufacturer, firmware upgrades, and programming for an additional cost at the time of purchase.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to the MCA Terms and Conditions attached hereto and incorporated by reference.

Order are also subject to partial shipment and partial invoice.

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Customer whose name appears on the signature page of the Quote ("Customer"; MCA and Customer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Customer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Customer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Customer acknowledges and agrees to this Agreement and no other terms and conditions issued on Customer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. **INDEPENDENT CONTRACTORS.** Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. **SHORTAGES AND DEFECTS OF GOODS:** Customer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Customer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Customer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Customer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Customer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Customer of such determination.
3. **PRICING AND PAYMENT:** Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Customer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances, tariffs or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Customer timely notice of such changes. **Due to industry-wide shortages affecting chips and memory components, electronic products in this category may see fluctuating pricing and periodic supply-chain interruptions. For current pricing information, consult your MCA sales team. MCA reserves the right to implement price increases when required.** The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Customer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Customer against MCA. Customer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Customer disputes any portion of a MCA invoice, Customer shall pay the undisputed portion when due and MCA and Customer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Customer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Customer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Customer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Customer shall be at the risk and expense of the Customer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Customer. If the financial condition of the Customer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Customer in advance. In the event of bankruptcy or insolvency of the Customer, or in the event any proceedings are brought by or against the Customer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. **STANDARD TERMS WITHOUT CREDIT:** If Customer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. **STANDARD TERMS WITH CREDIT:**
 - a. Up to \$50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
 - b. Over \$50,000.00 may require the below milestone payments:
 - 40% down once a Quote is accepted by MCA
 - 50% once materials shipped for Customer's use

- 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. NON-STANDARD CREDIT TERMS: Negotiable prior to Quote acceptance.
 7. NON-STANDARD PAYMENT TERMS: Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
 8. LATE FEES: MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Customer interest at the rate of 1.5% on any past due amount.
 9. TAXES: The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Customer, unless Customer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
 10. SECURITY INTEREST: Customer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Customer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Customer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Customer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
 11. DELIVERY: Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. In either case during the Customer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Customer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Customer's invoice. Title and risk of loss or damage shall pass to Customer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Customer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Customer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Customer, MCA shall notify Customer immediately. Upon MCA's notification to the Customer of delivery, or upon storing the Goods at the Customer's request, the Customer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Customer. Insurance is the sole responsibility of the Customer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Customer at the time of Quote acceptance. Should the Customer request MCA to insure the Goods, the associated costs will be added to Customer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Customer of its obligation to accept and pay for remaining deliveries.
 12. INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Customer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Customer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Customer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Customer's irrevocable waiver of its rights under this Section.
 13. CANCELLATION: In the event of a cancellation by Customer for any reason, Customer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
 - a. Goods: Customer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
 - b. Goods on Order and Non-Cancelable: Customer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
 - c. Services Provided: Customer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
 - d. Returnable or Cancelable Goods: May be returned at Customer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
 14. WARRANTY:
 - a. MANUFACTURER'S WARRANTIES. Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Customer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
 - b. LIMITED SERVICES WARRANTY. MCA warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferable to any third party (including any Affiliate of Customer).
 - c. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A

THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- d. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Customer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Customer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Customer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of MCA.
- e. **EXCLUSIVE REMEDIES.** Subject to Customer's compliance with the paragraph titled "Warranty Conditions" above, Customer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.
15. **AFFILIATES.** MCA reserves the right, without prior notice to Customer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Customer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Customer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Customer to a third party without Customer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
16. **FORCE MAJEURE:** MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Customer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
17. **GOVERNMENT CONTRACTS:** In the event that the Customer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotes—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
18. **FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications as a courtesy, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Customer in FCC or other governmental matters.
19. **FACIAL RECOGNITION (AVIGILON).** If applicable, Customer acknowledges and understands that the Avigilon Alta Video Face Search solution includes facial recognition technologies which allow an authorized user to upload an image, including the face of a person or interest, and then utilize AI-powered video analytics to search for footage to identify matches for that person across your selected cameras. This technology may have privacy implications in your jurisdiction of use. Please be reminded that **you**, as the Customer, are responsible for complying with applicable laws or regulations regarding your use of this technology, including, without limitation, publishing and enforcing any required privacy notices or statements to individuals, obtaining and documenting any required consents, and establishing and maintaining any applicable policies regarding acceptable use and processing of personal information while using these features.
20. **NON-SOLICITATION.** MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Customer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Customer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
21. **PATENT, COPYRIGHT AND TRADEMARKS:**
 - a. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
 - b. **REVERSE ENGINEERING:** Customer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
 - c. **LOGOS AND TRADEMARKS:** Customer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
22. **MUTUAL WAIVER OF SUBROGATION.** Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
23. **LIMITATIONS:**

- a. LIMITATIONS OF MCA LIABILITY. IN NO EVENT SHALL MCA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
 - b. MAXIMUM LIABILITY. IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
 - c. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
 - d. INSURANCE: It is further understood that MCA is not an insurer, and that Customer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
 - e. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.
24. INDEMNITY. MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Customer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Customer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
25. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
26. DISPUTES AND ATTORNEYS' FEES. The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
27. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Customer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
28. NOTICES. All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
29. NON-WAIVER: The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.
30. SEVERABILITY: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
31. ENTIRE AGREEMENT. This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10256298	
Order Date	Page
05/22/2026 12:21:03	1 of 2

Quote Expires On: 06/01/2026

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 82025

Hays County
712 South Stagecoach Trail
Ste 1071
San Marcos, TX 78666

Ship To:

Hays County Sheriff's Office
810 S. Stagecoach Trail
San Marcos, TX 78666

512-738-0721

Requested By: Sgt. Steve Lucio

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
Avata 2	Vicky Garcia	vgarcia@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
Kenneth Crawford		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
1.00	0.00	1.00	EA		K_CRAWFORD	EA	0.00	0.00
				1.0	For questions concerning this proposal please contact your local Safeware territory Manager Kenneth Crawford Direct Line: 281-755-3692 Safeware Office: 800-341-9408 Email- Kcrawford@safewareinc.com	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector	1.0		
4.00	0.00	4.00	EA		DJI CP.FP.00000151.05	EA	1,573.18	6,292.72
Safeware Catalog Price:					3,363.75	Contract Discount: 41%	Your Discount:	53.00
				1.0	DJI Avata 2 Fly More Combo, 3 Battery	1.0		



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10256298	
Order Date	Page
05/22/2026 12:21:03	2 of 2

Quote Expires On: 06/01/2026

Contract No: OMNIA Contract #4400008468

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price
						Unit Size		
					Avata 2, Goggles 3, RC Motion 3, (3) Intelligent Flight Battery, Two-Way Charging Hub, Sling Bag (4) Propellers (16) Propeller Screws, Gimbal Protector, Foam Padding, Additional Forehead Pat, 2.0D Corrective Lenses, USB-C OTG/Type-C to Type-C PD Cable			
4.00	0.00	4.00	EA		DJI CP.RC.00000024.01	EA	272.41	1,089.64
Safeware Catalog Price:					582.45	Contract Discount: 41%	Your Discount:	53.00
					1.0	DJI FPV Remote Controller 3	1.0	

Ask me about the leasing and financing options that Safeware offers!

Sales Representative : kcrawford@safewareinc.com

Total Lines: 4

SUB-TOTAL: 7,382.36
TAX: 0.00
AMOUNT DUE: 7,382.36
U.S. Dollars



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10286877	
Order Date	Page
05/07/2026 13:41:48	1 of 2

Quote Expires On: 05/17/2026

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 82025

Hays County
712 South Stagecoach Trail
Ste 1071
San Marcos, TX 78666

Ship To:

Hays County Sheriff's Office
810 S. Stagecoach Trail
San Marcos, TX 78666

512-738-0721

Requested By: Sgt. Steve Lucio

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
Scopes-2026-05-07 13:41:49	Vicky Garcia	vgarcia@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
Kenneth Crawford		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
1.00	0.00	1.00	EA		K_CRAWFORD	EA	0.00	0.00
				1.0	For questions concerning this proposal please contact your local Safeware territory Manager Kenneth Crawford Direct Line: 281-755-3692 Safeware Office: 800-341-9408 Email- Kcrawford@safewareinc.com	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector	1.0		
4.00	0.00	4.00	EA		SOP 5202	EA	762.32	3,049.28
Safeware Catalog Price:					1,422.32	Contract Discount: 41%	Your Discount:	46.00
				1.0	Steiner 5202 P4Xi 1-4x24mm Tactical Riflescope	1.0		



QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10286877	
Order Date	Page
05/07/2026 13:41:48	2 of 2

Quote Expires On: 05/17/2026

Contract No: OMNIA Contract #4400008468

Quantities					Item ID	Pricing		
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Unit Price	Extended Price
			Unit Size			Unit Size		

Ask me about the leasing and financing options that Safeware offers!

Sales Representative : kcrawford@safewareinc.com

Total Lines: 3

SUB-TOTAL: 3,049.28

TAX: 0.00

AMOUNT DUE: 3,049.28

U.S. Dollars



Quote

Customer: (1002240124) HAYS COUNTY SHERIFF
Date: 02/18/2026
Sales Rep: AUSTIN EITNER

Page 1 of 1
Quote Number: 31713186
Quote Expiration: 03/20/2026

Sold To:
HAYS COUNTY SHERIFF
712 S STAGECOACH TRAIL
SUITE 1071
SAN MARCOS, TX 78666
HAYS COUNTY SHERIFF'S OFF LAW ENFOR

Ship To:
HAYS CNTY SHERIFFS OFC
810 S STAGECOACH TRL
SAN MARCOS, TX 78666
HAYS COUNTY SHERIFF'S OFF LAW ENFOR

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SA3857	AGM RATTLER TC35-384 THERMAL IMAGING CLIP-ON 384X288 (50 HZ), 35 MM LENS	1		2,295.00	2,295.00
2	SA3859	AGM RATTLER TC50-640 THERMAL IMAGING CLIP-ON 12 MICRON, 640X512 (50 HZ), 50MM LENS Buyboard 698-23	1		3,523.49	3,523.49

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL: 5,818.49
SHIPPING: 180.00
TAX....:
TOTAL...: 5,998.49

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



Quote

Make Checks Payable to:
Safe Restraints, Inc.
1701 EL Nido #771
Diablo, CA 94528

DATE January 14, 2026
Quote Number PP011426HCSO

Bill To

Hays County, Auditor
712 South Stagecoach Trail
Ste. 1071
SAN MARCOS, TX 78666

Prepared by Charles Hammond
Phone: 716 863 0498
charles@commandsourcing.com

Comments or special instructions: Tax will be assessed by purchaser on items ordered out of the state of California. 4% service charge on payment by Credit Card. Return Policy:

Qty	Description	Amount
3	WRAP Restraints/Helmet @ \$1595 each	\$4,785.00
	Conditional Repair Support	Included
	Full Instructor Training	Included
	Shipping/Handling	\$126.36
TOTAL:		\$4,911.36
Sales Tax:		
GRAND TOTAL:		\$ 4,911.36

THANK YOU FOR YOUR BUSINESS!



ANGEL ARMOR®

760 SE FRONTAGE RD,
FORT COLLINS, CO 80524

ANGELARMOR.COM

MV - Matt Varga

Customer Quote

Quote #	QUO85270-BB
Quote Date	5/21/2026
Expires:	6/21/2026

Buy Board #798-26

Bill To
Hays County Auditor 712 South Stagecoach Trail Ste. 1071 San Marcos TX 78666 United States

Ship To
ATTN: Pete Chaney Hays County Sheriff's Office 1307 Uhland Rd San Marcos TX 78666 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00495-01	RISE, Flex Carrier, Black, 2XL & Larger, Load Bearing, Premium IIIA *Anything sized smaller than a 2XL will be \$50 less*	24	1,229.10	29,498.40
01-00721-01	Ally One, Admin Pouch, Black, Small, Single Pocket	24	40.80	979.20
01-00381-01	Ally One, Dump Pouch, Black	24	48.96	1,175.04
01-00379-01-V2	Ally One, Universal Radio/Taser Pouch, Black, V2	24	37.74	905.76
01-00378-01-V2	Ally One, Single Handcuff Pouch, Black, V2	24	36.72	881.28
01-00376-01-V2	Ally One, Flashlight Pouch, Black, V2	24	33.66	807.84
01-00495-02	RISE, Flex Carrier, Dark Navy, 2XL & Larger, Load Bearing, Premium IIIA *Anything sized smaller than a 2XL will be \$50 less*	1	1,229.10	1,229.10
01-00374-02-V2	Ally One, Single Rifle Magazine Pouch, Dark Navy, V2	1	37.74	37.74
01-00378-02-V2	Ally One, Single Handcuff Pouch, Dark Navy, V2	1	36.72	36.72
01-00380-02-V2	Ally One, Tourniquet/Shears Pouch, Dark Navy, V2	1	34.68	34.68
01-00379-02-V2	Ally One, Universal Radio/Taser Pouch, Dark Navy, V2	2	37.74	75.48

Email: _____

Phone Number: _____

Subtotal 35,661.24
Shipping Cost (UPS® Ground) 412.30
Total ~~\$36,073.54~~

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



935 Ages Drive
Ottawa, ON K1G 6L3
CANADA

P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978

www.icortechnology.com
sales@icortechnology.com

QUOTE

Steven Lucio
Hays County Sheriff's Office (TX)
1307 Uhland Road

To

San Marcos, TX
78666

Tel:

Fax:

Mobile: 512-618-2291

Email: steve.lucio@hayscountytexas.gov

QUOTE NO.: QUO-04640-X2P3C7-0
EFFECTIVE FROM: 6/10/2026
EFFECTIVE TO: 9/8/2026

CURRENCY: US Dollar
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB Dest -DESTINATION
*DELIVERY DATE: TBD
PAYMENT TERMS: Net30
REFERENCE#:

QTY	P/N	DESCRIPTION	\$/UNIT	LINE TOTAL
2.0	2041973	CAL-EB1 24V DC Battery Pack - T5 Spare/Replacement 24V DC Battery Pack for CALIBER® T5 Robot	\$1,590.00	\$3,180.00
1.0	2056560	S&H Shipping and Handling **Note: The shipping and handling quote may change at time of delivery due to fuel surcharges or carrier rate adjustments. ICOR Technology will make every effort to minimize any cost increases. If costs rise, we will contact you for approval prior to shipping.	\$85.00	\$85.00
TOTAL				\$3,265.00

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**

DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

To accept this quotation, sign here and return:

Signature

Date

CALDWELL COUNTRY FORD dba ROCKDALE COUNTRY FORD**479 W US HWY 79 ROCKDALE, TEXAS 76567****BUYBOARD 724-23****End User:** HAYS COUNTY SHERIFF'S OFFICE**Caldwell Rep:** MIKE SULLIVAN**Contact:** CAMERON MITCHELL**Phone:** (979) 567-1500**Phone/ Email:** CAMERON.MITCHELL@co.hays.tx.us**Date:** Friday, January 16, 2026**Product Description:** 2026 White Ford Super Duty F-250 SRW (X2B) XL 4WD SuperC**Email:** _____**A. Bid Series:** 2026 FORD F-250 SRW 4WD SUPER CAB**A. Base Price:** \$ 47,445.00**B. Published Options [Itemize each below]****Quote Number:** 4504

Code	Model Vehicle				
X2B	2026 White Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 6.75' Box				
Code	Options	Bid Price	Code	Options	Bid Price
17S	STX Appearance Package	\$0.00	99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
43K	Pro Power Onboard - 2kW	\$0.00	X37	3.73 Axle Ratio	\$0.00
64S	Wheels: 18" Ebony Black Painted Aluminum	\$0.00	Z1	Oxford White	\$0.00
86M	Dual AGM 68 AH Battery	\$0.00			
TDX	Tires: LT275/70Rx18E BSW A/T 4	\$0.00			
153	Front License Plate Bracket	\$0.00			
1S	Medium Dark Slate, Cloth 40/20/40 Split B	\$0.00			
44F	Transmission: TorqShift-G 10-Speed Auton	\$0.00			
600A	Order Code 600A	\$0.00			
Total of B. Published Options					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
2026 FORD F-250 XL	3105		
Total of C. Unpublished Options:			\$ 3,105.00

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**E. Upfitter/Quote Number:** CAPFLEET QUOTE - CAPQ-112529**F. Delivery ETA:** 150 - 180 DAYS APPROX + UPFIT LEAD TIME**G. Floor Plan Interest (for in-stock and/or equipped vehicles):****H. Lot Insurance (for in-stock and/or equipped vehicles):****I. Contract Price Adjustment:****J. Additional Delivery Charge** 85 miles**K. Subtotal****L. Quantity Ordered** 1 x K =**M. Trade in:****N. Coop Fee per purchase order****O. Total purchase price with coop fee (Prices and availability are subject to change without notice)****DISCLAIMER**

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Quote

Date **01-14-2026**
Quote # **CAPQ-112529**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address

Hays County Sheriff's Office
1307 Uhland Road, San Marcos, Texas 78666

Ship To:

Cameron Mitchell
Hays County Sheriff's Office
1307 Uhland Road, San Marcos, Texas 78666

Salesperson:	Mike Sullivan
Email:	cameron.mitchell@co.hays.tx.us
Contact Name:	Cameron Mitchell

Year:	2026
Make:	Ford
Model:	F250

Job Description: Drone Command Unit-F250

Buy-Board 698-23

Quote Summary

Per Vehicle Subtotal	\$39,060.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$39,060.00

Vehicles Quoted 1

Grand Total \$39,060.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____ Date: / /

Quote

Date **01-14-2026**
Quote # **CAPQ-112529**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
CONSOLE/MDT				
1	CC-21F1-0713-OS	2021-25 FORD F150/2023-25 FORD F250/F350 20" WIDE-BODY CONSOLE; OPEN STORAGE ALONG PASSENGER SIDE; 7" SLOPE; 13" LEVEL (NO FLOOR PLATE NEEDED; MOUNTS DIRECTLY TO FLOOR)	\$598.00	\$598.00
1	FP-H-XL200M-R	3" HARRIS XL-200M P25 REMOTE HEAD MOBILE RADIO; HARRIS RADIOS; 3" FACE PLATE Location/Order : Console 1 / 1 Notes: NEED TO VERIFY MODEL	\$0.00	\$0.00
1	FP-WCENCOM-JD	4" CONTROL/CENCOM (SAPPHIRE CARBIDE)/295 SA DA; WHELEN; 4" FACEPLATE Location/Order : Console 1 / 2	\$0.00	\$0.00
1	AC-TB-ARMMNT-XL	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARM REST W/5X10 PAD.	\$147.00	\$147.00
1	AC-MIC-Z-FPI	HEIGHT ADJUSTABLE NO-HOLES-DRILLED L-SLOT MICROPHONE CLIP PLATE ASSEMBLY	\$21.00	\$21.00
2	MMBP	MAGNETIC MIC KIT	\$45.00	\$90.00
1	FP-USBC-2DC	2" FACEPLATE COMBO USB-C/USB PORT AND TWO DC OUTLETS Location/Order : Console 2 / 1	\$59.00	\$59.00
1	AC-GUNBOX-6	6" LIDDED LOCKING INTERNAL STORAGE BOX. DIMS 7.5" W X 6" L X 5.25" H Location/Order : Console 2 / 2	\$113.00	\$113.00
1	AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER. INCLUDES RUBBER FINGERS TO KEEP CUP STABILIZED. Location/Order : Console 2 / 3	\$42.00	\$42.00
1	FP-BLNK1	1" BLANK FILLER PLATE Location/Order : Console 2 / 4	\$0.00	\$0.00
1	CM-SDMT-SL-LED	CONSOLE SIDE HT. ADJ. MOUNT W/SLIDE ARM FOR DOCKING STATION	\$383.00	\$383.00
EMERGENCY LIGHTING				
1	LGYS54CORETD-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*	\$4,756.00	\$4,756.00
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : G2 - GRILLE BEHIND	\$0.00	\$0.00
1	EB2SP3JY	LEGACY WCX 54" D/E/D/E PROMO; W/TAKEDOWNS AND SMOKE LENSES	\$0.00	\$0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	\$0.00	\$0.00
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD	\$0.00	\$0.00
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	\$0.00	\$0.00

Quote

Date **01-14-2026**
Quote # **CAPQ-112529**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
1	STPBK94	LIGHTBAR STRAP KIT #94 BLACK; FORD F-150 15-24; FORD F-150 LIGHTNING 22-24; FORD F-250/350 17-25; F-450/550/600 18-23	\$0.00	\$0.00
1	C399SP	SCANPORT KIT FOR C399; CHEVROLET TAHOE 23-24; CHEVROLET BLAZER EV 24; CHEVROLET SILVERADO 1500 22-24; FORD F-250/350 23-24; FORD TRANSIT 23-24; FORD POLICE INTERCEPTOR UTILITY 25	\$0.00	\$0.00
1	SAK61AP	SA-315 MT KIT SUPER DUTY PASS; FORD F-250/F-350 SUPER DUTY 23-25 Mounting Location : G2 - GRILLE BEHIND	\$0.00	\$0.00
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD	\$0.00	\$0.00
2	XI3JC	TRIO ION R/B WHT OVERRIDE SMK Wiring Instructions : WIRE TRIO Mounting Location : LC - PB LIGHT CHANNEL	\$139.00	\$278.00
1	XI2D	DUO LINEAR ION RED/WHT SMK BLK Wiring Instructions : WIRE TRIO Mounting Location : PB145 - DS SIDE 45	\$118.00	\$118.00
1	XI2E	DUO LINEAR ION BLU/WHT SMK BLK Wiring Instructions : WIRE TRIO Mounting Location : PB245 - PS SIDE 45	\$118.00	\$118.00
2	IONK1B	SWIVEL MOUNT KIT FOR ION BLK	\$24.00	\$48.00
2	TCRWX6-1XPJC-5XSJC	WECANX TRACER 6-LAMP HOUSING; 1 WCX TRACER PRIMARY TRIO R/B/W/SMK; 5 WCX TRACER SECONDARY TRIO R/B/W/SMK Mounting Location : RBMT1 - RUNNING BOARDS W/ MOUNTS	\$898.00	\$1,796.00
2	TCRB47	TRACER MTG KIT FORD F-150; FORD F-150 15-24; FORD F-150 LIGHTNING 22-24; FORD F-250/350 17-25; FORD EXPEDITION 18-24; FORD F-450/550/600 20-23	\$59.00	\$118.00
1	PSJC3FXR	MEGA-T TRIO FLASHER RBW/SMK Wiring Instructions : WIRE TRIO Mounting Location : O - OTHER - SEE NOTES Notes: MOUNT ON CAMPER TOPPER DS	\$134.00	\$134.00
1	PSJC3FXR	MEGA-T TRIO FLASHER RBW/SMK Wiring Instructions : WIRE TRIO Mounting Location : O - OTHER - SEE NOTES Notes: MOUNT ON CAMPER TOPPER PS	\$134.00	\$134.00
1	U18047	U-SERIES MIRROR MT FORD F-150; FORD F-150 22-25; FORD F-150 LIGHTNING 22-23	\$29.00	\$29.00
1	U180JC	U-SERIES TRIO RED/BLUE/WHITE Wiring Instructions : WIRE AS MIRROR BEAMS ; WIRE TRIO Mounting Location : MIR2 - UNDER MIRROR	\$178.00	\$178.00
1	U180JC	U-SERIES TRIO RED/BLUE/WHITE Wiring Instructions : WIRE AS MIRROR BEAMS ; WIRE TRIO Mounting Location : MIR2 - UNDER MIRROR	\$178.00	\$178.00
EXTERIOR				
1	PRE-UPFIT	PRE-UPFIT REQUIRED ON ANY TRUCK/VAN/RETAIL VEHICLE; INCLUDES ANY CIRCUIT BREAKERS NEEDED	\$100.00	\$100.00
1	58-311205	HDX BANDIT FRONT BUMPER; BLACK; FORD F-	\$1,855.00	\$1,855.00

Quote

Date **01-14-2026**
Quote # **CAPQ-112529**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details	Unit Price	Total
		250/350/450/550 23-25		
OTHER				
1	CAPPART	SEE NOTES FOR DESCRIPTION Notes: CP-403016-2FD-MD-TV - 40"W x 30"L x 16"H; one TV drawer on top (currently designed to work with a Samsung 40", model #UN40N5200AF), two storage drawers each with a latch handle, bottom whiteboard pop-up drawer and three sections of 4" face plate mounting space	\$13,000.00	\$13,000.00
STORAGE				
1	ARE-DCU	ARE DCU CAMPER SHELL	\$5,219.00	\$5,219.00
1	CG1500-5641	MIDSIZE TRUCK OR CARGO VAN - 1500 LB CAPACITY - 56"L X 41"W	\$1,500.00	\$1,500.00
QTY	Part #	Description	Price	
1	SHIPPING	SHIPPING	\$950.00	
1	LABOR	LABOR	\$6,118.00	
1	SHOP SUPPLIES	SHOP SUPPLIES	\$255.00	
1	DEALER	DEALER PREP	\$125.00	
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY	\$0.00	
1	PROGFEE	PROGRAMMING FEE	\$200.00	
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)	\$0.00	
1	PDKIT	POWER DISTRIBUTION KIT	\$50.00	
1	WIRING HARNESS	WIRING HARNESS	\$350.00	



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Karl Flocke, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for RFP 2026-P15 Hays County Sportsplex League Provider and Operator and authorize Purchasing to advertise and solicit proposals. **INGALSBE/FLOCKE/HUNT**

Summary

Hays County ("County") is seeking proposals from qualified sports facility league providers and operators ("operator") to program, manage, and maintain the Hays County Sportsplex ("Sportsplex") located at 2880 Goforth Road, Kyle, Texas. The awarded organization will be responsible for the day-to-day maintenance and continual upkeep of the facilities and supplies, as well as be allowed to offer camps, tournaments, sport-specific instructional programs and clinics, etc. so long as they are being utilized in a format generally accessible to all youth with minimal restrictions.

Attachments

RFP 2026-P15 Solicitation Draft



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.:
RFP 2026-P15 Hays County Sportsplex
League Provider and Operator

Date Issued: June 25, 2026

SOLICITATION

Vendors must submit bids 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 July 20, 2026.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing.bids@hayscountytexas.gov

Questions concerning this RFP must be
received in writing no later than 5:00
July 9, 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:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

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I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms **MUST be returned for the bid/proposal to be considered responsive:**

- ___ 1. Solicitation, Offer and Award Form
- ___ 2. Vendor Reference Form
- ___ 3. Conflict of Interest Disclosure & Questionnaire
- ___ 4. Related Party Disclosure Form
- ___ 5. Any addenda applicable to this solicitation

Required Forms by Hays County:

- ___ 1. Code of Ethics
- ___ 2. HUB Practices
- ___ 3. House Bill 89 Verification
- ___ 4. Comptroller Divestment Statute Certification:
 - 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 Org. Certification (TGC 2274.002)
- ___ 5. Debarment & Licensing Certification
- ___ 6. Vendor/Bidder's Affirmation
- ___ 7. Federal Affirmations and Solicitation Acceptance
- ___ 8. 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, 1901 Dutton Dr., Suite E, 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, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. **Type of Solicitation:** Request for Proposals (RFP)
2. **Solicitation Number:** RFP 2026-P15
Hays County Sportsplex League Provider and Operator
3. **Issuing Office:** Hays County Purchasing Office
1901 Dutton Drive, Suite E
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. **Facility Tour** **Wednesday, July 8 @ 9:00 AM (CST)**
2880 Goforth Road, Kyle
Attendance is not mandatory but highly encouraged to familiarize yourself with the complex and location.
6. **Deadline for Responses:** In issuing office no later than:
July 20, 2026; 10:00 a.m. Central Time (CT)
7. **Initial Contract Term:** **August 2026 – July 2036**
8. **Optional Terms** **Renewal options will be negotiated during contract execution, but the total term of the contract, including all renewal options cannot exceed a total of 30 years.**
9. **Designated Contact:** Hays County Purchasing
Email: purchasing.bids@hayscountytexas.gov
10. **Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than July 9, 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 RFP, 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.

11. Addenda

Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

12. 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.

13. 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

June 25, 2026	Issuance of RFP
July 8, 2026	Facility Tour @ 9:00 AM (CST)
July 9, 2026	Deadline for Submission of Questions (5:00 PM CT)
July 20, 2026	Deadline for Submission of Proposals (10:00 AM CT) Late proposals will not be accepted.
August 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County ("County") is seeking proposals from qualified sports facility league providers and operators ("operator") to program, manage, and maintain the Hays County Sportsplex ("Sportsplex") located at 2880 Goforth Road, Kyle, Texas. The awarded organization will be responsible for the day-to-day maintenance and continual upkeep of the facilities and supplies, as well as be allowed to offer camps, tournaments, sport-specific instructional programs and clinics, etc. so long as they are being utilized in a format generally accessible to all youth with minimal restrictions.

B. Background

Hays County owns an 18+ acre park located at 2880 Goforth Road in Kyle. The complex features four (4) baseball fields, one (1) softball field, two fields that are multi-purpose that can be used as rectangle fields, as well as a basketball court. The Sportsplex features two buildings, bathrooms, and bleachers located on the football/soccer.

Hays County has made the following improvements to the Hays County Sportsplex:

- Electrical – all light fixtures replaced on all fields, all lighting controls on each field with digital timeclocks and manual bypass switch, replaced wiring, conduit, and receptacles on all scorekeeper boxes on all fields, replaced all lights and plugs in the concession stand and bathrooms, bringing all electrical up to code, and labeled and upgraded the panel schedule.
- HVAC – Install a new HVAC unit
- Plumbing – Installed new water line from meter to each ball field and concession stand, complete renovations of men's and women's restrooms, and installed new water heater in the concession stand.
- Concession stands (2) – complete interior and exterior renovations.
- Fencing – Installed a perimeter fence around the property and installed a front manual rolling gate.
- Sidewalks, and parking lot were replaced and expanded.

Hays County has identified the following needed repairs and has received Commissioners Court approval to start with the repairs:

- Septic Repairs
- Field Renovations – Renovation includes dugout, backstop, bases, foul poles, lines chalked, straight netting, full artificial turf field.
 - Field 1, 12 years old and up
 - Field 4, T-Ball & Coach Pitch
- Batting Cages
- Clean up and removal of large stumps, rocks, damage concrete, etc. any items the County deems as a safety hazard.

Hays County has identified the following as anticipated repairs over the next 1-2 years, if funding allows:

- Field 2, Field 3, & Field 5 Renovations
- Football & Soccer Field Renovations
- Basketball Court renovation

C. Revenue Procedure 2017-13 (Attachment A) - Qualified Management Contract

Due to the renovations of the Sportsplex being funded with tax-exempt municipal bonds, management of the Sportsplex must be operated pursuant to a qualified management contract in accordance with the conditions set forth in Revenue Procedure 2017-13 (Attachment A). Compliance with Revenue

Procedure 2017-13 is a mandatory requirement of any contract awarded pursuant to this RFP. See Revenue Procedure 2017-13 (Attachment A) for a complete list of the conditions required for a qualified management contract involving tax-exempt bond-financed facilities.

- Payments to the operator for management services must be reasonable compensation for the services rendered.
- Compensation to the operator cannot be based on a share of net profits from the operation of the facility.
- The operator will not be responsible for bearing any share of net losses from the operation of the facility.
- The payment structure will be determined in accordance with Revenue Procedure 2017-13.
- The term of the contract, including all renewal options, cannot exceed the lesser of 30 years or 80 percent of the reasonably expected economic life of the facility.
- The County must maintain a significant degree of control over the facility, including approval of annual budgets, capital expenditures, rates to be charged for use of the facility, and the general nature and type of use of the facility.
- The County must bear risk of loss with respect to the facility.
- The operator will not be entitled to take any depreciation, investment tax credit, deduction for payment of rent, or any other tax position inconsistent with the operator's position as a service provider to the County.

By submitting a proposal in response to this RFP, the respondent certifies that it has reviewed Revenue Procedure 2017-13 (Attachment A) and agrees that any contract resulting from this RFP will be structured and performed in compliance with the applicable requirements of Revenue Procedure 2017-13 necessary to preserve the tax-exempt status of the County's bonds.

D. Scope of Work

The operator is responsible for the day-to-day maintenance and continual upkeep of the facilities and supplies. All programs and activities offered at the Sportsplex must be open to the public to serve a public purpose. Proposals must provide a detailed list of the activities and programs to be provided by the Organization, see Section D. Proposal requirements for further details.

Requirements:

The operator will be responsible for:

- The cost of all aspects of the facility's operation including staffing, operating supplies, utilities, and contractual services.
- Staffing of the sportsplex including operations, programming, administration, and maintenance.
- All cleaning and maintenance functions associated with the interior of the buildings.
- Maintaining all the building's mechanical and operating systems including regular and routine care, cleaning, inspecting, repairing, and replacing expendable components of equipment.
- Operating the facility seven days a week.
- Offering, promoting, advertising, and operating sport programs and services in all areas of the facility.
- Recreation should be the primary focus, with some higher-level of play, and develop balanced teams through the team selection process.
- Ensure adult supervision is present in an official capacity for every league practice, official game, tournament game, camp or clinic.

- Encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior. The operator will validate the quality of adult leadership by requiring statewide criminal background checks of all head coaches, game officials, board members, and any other person acting in an official capacity with the organization directly overseeing children. Background checks are valid for a one-year period.
- Ensure all head coaches are certified for coaching youth by a national, state, or local accredited coaching certification program that is recognized by the County.

Utilities:

The awarded organization will be responsible for and will pay promptly for all utility services for the sportsplex, including but not limited to any electricity, gas, water, sewage, and trash charges assessed on the leased premises during the term of the lease.

Capital Improvements

The awarded organization will not be permitted to alter the premises without the prior written approval of the Hays County Commissioner Court. Additionally, should consent be granted to construct improvements, the awarded organization shall acquire no ownership, title, property rights, or property interest in or to the premises other than the awarded organization's interest conveyed by the agreement between the awarded organization and the County.

Cleaning and Maintenance

Day-to-day cleaning, repairs, and maintenance of the buildings and public grounds will be the sole responsibility of the awarded organization. The awarded organization shall be contractually bound to keep the premises in a clean, sanitary, and safe condition in accordance with all applicable federal, state, and local regulations at its sole cost and expense. The awarded organization shall not allow any nuisance(s) to exist with respect to the premises.

- **Trash:** The organization is responsible for collecting litter daily from fields, dugouts, restrooms, concession areas, etc. and placing into trash receptacles. Full trash bags should be pulled and taken to the designated park dumpster for disposal. Trash pickup will be at the expense of awarded organization.
- **Restrooms:** The organization is responsible for the restroom needs, such as toilet paper soap, soap dispensers, trash cans, etc. The Organization must ensure that the restrooms are in a clean, sanitary condition during the day and at the conclusion of each scheduled day. If the restrooms are closed and portable restrooms are ordered, one should be an accessible portable restroom.
- **Facility Upkeep:** The organization is responsible for all the field lining including painting and chalking. All paint must be approved by Hays County. Routine field prep after inclement weather is the responsibility of the organization. The organization is responsible for dragging the ball fields. Maintenance buildings, concession buildings, storage areas, and other park facilities used during a sport season should be maintained throughout each season. Fencing/Gate should be locked daily.
- **Field Maintenance:** All fields must be maintained to ensure they are in a safe playable condition.
- **Concession and Storage Areas:** Organization must always follow proper health code standards during concession operations. Concession stands, refrigerators, and coolers should be cleaned, and food removed after each season. It is the organizations responsibility to always maintain the concession stand in a clean sanitary and acceptable conditions.

Renting the Facility (Tournaments/Practices)

Organization shall inform the County of their standard rental fees. To rent the fields and/or facility for practices, games, and /or tournaments the organization must:

- Develop a written document stating the terms of the agreement for practices & tournaments, and any associated fees.
- Require the renter to provide insurance coverage listing the County as additionally insured. The amount must be a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Keep records of all tournaments and event to share with the County, as requested.

Other Costs

In addition to its obligations stated in the agreement, the awarded organization shall pay, or cause to be paid, all other costs necessary for its use and operations of the premises.

E. Qualifications

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County.

- Proposer must be legally capable of operating within the State of Texas.
- Proposer must have extensive and current experience in managing, owning, and/or operating multi-sport venues that provide leagues, tournaments, camps, clinics, training, fitness activities, special events, and facility rentals for a variety of sports, and recreational activities.
- Proposer must provide EBITDA statements for the past three calendar years, in sufficient detail that represents a fair and accurate portrayal as to the financial viability of the organization to run such a facility in a financially sustainable way. At least one example must be for a sports facility Proposer currently operates.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their organization for an entity of similar size within the last five (5) years.

- Include name of company, address, telephone number and name of representative.
- Include project name, project type, costs, scheduled completion and actual completion.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Have a satisfactory record of integrity and ethics
- Have a satisfactory safety record and safety policies
- 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.

F. 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 twenty (20) pages (10 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 RFP Submittal Checklist, personnel resumes, and addenda from Hays County)**

Items that count towards the 20-page limit

- **Profile & Experience of the Organization**
 - Organization information shall include: Organization legal name of the respondent, principal place of business, number of years in business, and description of organization including identification of number of staff dedicated to the project.
 - Narrative of the organization's experience in providing the services described in the scope of work to public sector entities comparably in size and project scope.
 - Describe any other facets of your organization and your organization's experience that are relevant to this proposal that have not been previously described or which you feel would distinguish your firm from other firms submitting proposals.
 - List any judgement, claims, arbitration proceedings, or suits filed or outstanding against your organization or its officers for the last 5 years.
- **Financial Stability:**
 - Submit the most recent audited balance sheet and profit-and-loss statement. Proposals will be evaluated based on financial strength and the ability to support your long-term obligations under the agreement, understanding the fact that the services of this contract could extend for multiple years.
- **Key Personnel**
 - Provide resumes of all individuals associated with the organization, their title, and how long they have served the organization.
 - Provide an organizational chart containing the names, telephone numbers and email address of the individuals associates with the organization.
- **Organizational Structure and Program Overview**
 - Respondents will be evaluated on the extent to which organization personnel are qualified to administer and provide quality programming that serves the greater public good as well as maintaining the complex.
 - Provide a description of your Program format and overview:
 - Detailed plans for practices, game days, tournaments, camps, and clinics, etc. including proposed fees.
 - Details on how recreational teams will be formed (ex. Draft, by age, by grade)
 - Provide proposed registration dates and deadlines for each season

- Provide details of how the organization will handle registration of participants and teams. (ex. Online, walk-in, main-in, late registration, method of payments, etc.)
 - Proposed start and end dates of each league
 - Grievance process
- Staffing (league administrators, field monitors, officials, scorekeepers, etc.)
- Coaches (background checks, trainings, certifications, etc.)
- Provide rules governing league and tournament play
- Any other information that would be helpful in determining the qualifications, organizational skills, and resources of the applicants.
- **Program Fees**
 - Provide an estimated cost per individual, per season for recreational league or similar participants
 - If a competitive/select division is offered, provide the estimated total registration cost per team and cost per individual.
 - Provide proposed cost for tournaments, clinics, and camps, etc.
 - Include the estimated number of individual participants per program.
 - Provide a 5-year revenue and expense projections.
- **Maintenance Plan**
 - Provide a daily, weekly, and monthly maintenance plan (or checklists) for the facility to include maintaining all major systems.
 - Identify the type vendors who would be contracted to deliver maintenance services and what provisions the Proposer will take to ensure maintenance is conducted.

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 twenty (20) pages, ten (10) pages front and back, not including the appendix materials.

Any data that is to be considered confidential in nature must be clearly marked as such and will be treated as confidential by Hays County only to the extent allowable by the Texas Public Information Act, Texas Government Code, Chapter 552.001, *et seq.* Information not so marked shall be deemed "contracting information" and subject to disclosure upon request in accordance with the Texas Public Information act, Texas Government ode Chapter 552.

G. Evaluation Criteria

Per Texas Government Code, Chapter 2269.254, 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 below criteria.

Evaluation Criteria	Maximum Score Points	Select a whole number from the list provided for each question (decimal or unlisted rating score are not permitted)
Program Fees	20	20 = Significantly Exceeds Requirements 16 = Exceeds Requirements 12 = Meets ALL Requirements 8 = Marginally Meets Requirements 4 = Does not meet Requirements
Profile and Experience of the Organization	35	35 = Significantly Exceeds Requirements 28 = Exceeds Requirements 21 = Meets ALL Requirements 14 = Marginally Meets Requirements 7 = Does not meet Requirements
Organizational Structure and Program Overview	45	45 = Significantly Exceeds Requirements 36 = Exceeds Requirements 27 = Meets ALL Requirements 18 = Marginally Meets Requirements 9 = Does not meet Requirements
Total Evaluation Points	100	

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.

Interview (optional)

Ranking

H. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Office by one of the following methods by the specified deadline. Electronic and hard copy submission shall be an exact duplicate.

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 as one (1) file 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 Bid (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 respondents may disqualify the proposal.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this request for proposals and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

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.

I. Award of Contract

BASIS OF AWARD. The County reserves the right to accept in part or in whole any proposals submitted and waive any technicalities for the best interest of the County.

The proposal award shall be based on but not necessarily limited to, the following factors:

- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

CONTRACT: This proposal, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Agent shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

RESPONDENT 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 ninety (90) calendar days.

J. 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 respondent, 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.

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IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposal (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. "Purchasing Agent" means the Hays County Purchasing Agent.
- i. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the tax-exempt bond funds, and 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 ensure 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 right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days

after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing 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 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). In the event the respondent or its principals become debarred or suspended 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:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	\$10,000,000.00
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements
Builder's Risk	Contract Sum

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any 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 filed 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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

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).

Date Received

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.

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

DRAFT

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.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

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IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

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

Date

Printed Name

Title

Email Address

Phone

Purchasing Office Review:

I have reviewed the Hays County Tax Assessor-Collector Property Search website for the name and address provided on the solicitation, Offer, and Award form and

☐ no properties were identified; or

☐ the above listed properties were identified and do not currently owe any taxes; or

☐ the above listed properties were identified and currently owe taxes.

Signature

Date

Printed Name

Title

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.

DRAFT

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
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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
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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: I. 1.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #276971Q in the amount of \$264,822.59 and acceptance of the roads into the County Road Maintenance System for Hymeadow Subd., Phase 2, Section 2. **INGALSBE/A.JONES**

Summary

Staff recommends acceptance of these roads into the County Road Maintenance System. Roads include: Delta Crest (462 ft.), Alterra Way (560 ft.), Ivy Passage (565 ft.), Linnet Lane (591 ft.), Haywood Manor (959 ft.), Tempest Trail (322 ft.), Jade Street (1,220 ft.), and Estallo Way (1,170 ft.). Please see attachment for details.

Attachments

Maintenance Bond
Plat

MAINTENANCE BOND

Bond No.: **276971Q**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of Two Hundred Sixty-four Thousand Eight Hundred Twenty-two & 59/100 (\$264,822.59) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Hymeadow Section 2 Phase 2

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

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

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

This 1st day of December, 2022.

JL Gray Construction, Inc.
Principal

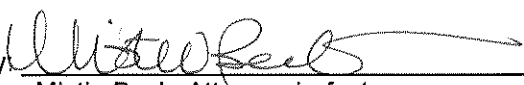
By: 

BRIAN LEMONS

Westfield Insurance Company
Surety

Seal

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

By: 

Mistie Beck, Attorney-in-fact

General
Power
of Attorney

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

CERTIFIED COPY

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

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 25th day of MAY A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of MAY A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of December A.D., 2022 .



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

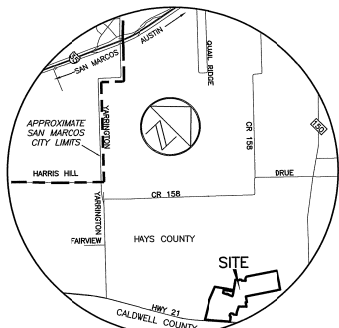
UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FINAL SUBDIVISION PLAT: HYMEADOW SECTION TWO, PHASE TWO HAYS COUNTY, TEXAS

CLAYTON PROPERTIES GROUP, INC.
A TENNESSEE CORPORATION
d/b/a BROHN HOMES
(90.264 ACRES)
(19005818)

GRID COORDINATES:
N=13886298.99
E=2336400.51

ARROYO CAP II-1, LLC
38.795 ACRES
(20052471)



SCALE: 1" = 100'
GRAPHIC SCALE

C.O.S.M.
GPS PT. 10
GRID N: 13,886,162.71
GRID E: 2,320,954.79
ELEV: 629.35'
NADV88

LOCATION MAP
NOT TO SCALE

CLAYTON PROPERTIES GROUP, INC.
A TENNESSEE CORPORATION
d/b/a BROHN HOMES
(90.264 ACRES)
(19005818)

APPROXIMATE LOCATION OF
FEMA ZONE "A"
GRID REFERENCE
P941
CHAPARRAL
CONTROL
POINT
N67°10'38"W
S57°10'38"E
S17°10'13"E
S17°10'13"E
APPROXIMATE LOCATION OF
FEMA ZONE "A"
K MARCOS, LLC
PORTION OF 331.552 ACRES
(18042121)
AS DESCRIBED IN (S1/402)

100-YEAR FULLY DEVELOPED
FLOODPLAIN
WASTEWATER LOT
OPEN SPACE/D.E.
D.E.
P.O.B.
GRID COORDINATES:
N=13883937.06
E=2335493.27

STATE HIGHWAY 21 (RIGHT-OF-WAY WIDTH VARIES) (125/215)

SURVEY ABSTRACT: WILLIAM HEMPHILL SURVEY, ABS. 221
SUBMITTAL DATE: June 26, 2020
TOTAL AREA OF THIS PLAT: 33.411 AC.
TOTAL NUMBER OF LOTS: 162
RESIDENTIAL: 157
OPEN SPACE: 3
FUTURE DEVELOPMENT LOT: 1
WASTEWATER LOT: 1

- LEGEND
- 1/2" REBAR FOUND
 - CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - CONCRETE HIGHWAY MONUMENT FOUND
 - ▲ MAG NAIL WITH "CHAPARRAL" WASHER SET
 - △ POINT NOT SET DUE TO OBSTRUCTION
 - W.W.E. WASTEWATER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - ... SIDEWALK LOCATION
 - () RECORD INFORMATION

C.O.S.M. G.P.S. PT. 10 IS LOCATED ON THE
NORTHERNDOWN FEEDER ROAD OF IH 35, EAST
SIDE, APPROXIMATELY ONE HALF MILE SOUTH
OF TECHNOLOGY WAY.

OWNER AND DEVELOPER:
CLAYTON PROPERTIES GROUP, INC.
d/b/a BROHN HOMES
6720 VAUGHN RANCH RD. SUITE 200
AUSTIN, TX 78730
(512) 320-8833

ENGINEER:
BINKLEY & BARFIELD, INC.
2401 DOUBLE CREEK DRIVE, SUITE 200
ROUND ROCK, TEXAS 78664
(512) 292-0006

SURVEYOR:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
(512) 443-1724

THIS IS A SURFACE DRAWING.
BEARING BASIS: THE TEXAS COORDINATE
SYSTEM OF 1983 (NAD83), SOUTH CENTRAL
ZONE, BASED ON GPS SOLUTIONS FROM THE
NATIONAL GEODETIC SURVEY (NGS) ON-LINE
POSITIONING USER SERVICE (OPUS) FOR
CHAPARRAL CONTROL POINT "P941".
4" ALUMINUM DISK SET IN CONCRETE
SURFACE COORDINATES:
N 13885328.23
E 2332261.23
TEXAS STATE PLANE COORDINATES:
N 13883523.37
E 2331958.07
ELEVATION = 672.80'
VERTICAL DATUM: NAVD 88 (GEOID 128)
COMBINED SCALE FACTOR = 0.999870017
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000130
(FOR GRID TO SURFACE CONVERSION)
SCALED ABOUT 0.0
THETA ANGLE: 0°33'44"

P941 IS LOCATED 48.4' +/- N.W. FROM A
POWER POLE AND 39.0' +/- N.W. FROM A
GUY WIRE LOCATED IN THE SOUTHEAST
CORNER OF A 65.49 ACRE TRACT TO
LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD. IN DOC. NO. 20008358
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY,
TEXAS.

Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1434-001

DRAWING NO.:
1434-001-PL S2P2

PLOT DATE:
09/07/2022

PLOT SCALE:
1"=100'

DRAWN BY:
RGH

SHEET
01 OF 04

FINAL SUBDIVISION PLAT:
HYMEADOW SECTION TWO,
PHASE TWO
HAYS COUNTY, TEXAS

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
C1	25.00'	90°00'00"	39.28'	N19°50'26"E 35.36'
C2	25.00'	90°00'00"	39.28'	S70°09'34"E 35.36'
C3	245.00'	21°53'38"	93.62'	N54°50'26"E 93.05'
C4	25.00'	90°51'02"	39.65'	N75°33'09"W 35.62'
C5	25.00'	97°00'00"	42.33'	S18°22'22"W 37.45'
C6	25.00'	83°00'00"	36.22'	S71°37'58"E 33.14'
C7	25.00'	53°58'05"	23.55'	S39°53'19"W 22.69'
C8	60.00'	287°56'10"	301.57'	N23°07'38"W 70.60'
C9	25.00'	53°58'05"	23.55'	S86°08'36"E 22.69'
C10	25.00'	90°00'00"	39.28'	N21°52'22"E 35.36'
C11	575.00'	75°3'24"	79.18'	S19°10'58"E 79.12'
C12	25.00'	90°00'00"	39.28'	N60°14'18"W 35.36'
C13	25.00'	53°58'05"	23.55'	S47°46'40"W 22.69'
C14	60.00'	287°56'10"	301.57'	N15°14'18"W 70.60'
C15	25.00'	53°58'05"	23.55'	S78°15'15"E 22.69'
C16	25.00'	90°00'00"	39.28'	N29°45'42"E 35.36'
C17	525.00'	75°3'20"	72.30'	S19°10'58"E 72.24'
C18	295.00'	14°53'20"	76.67'	N22°40'58"W 76.45'
C19	245.00'	9°55'16"	42.43'	N20°11'56"W 42.38'
C20	25.00'	90°00'00"	39.28'	N70°09'34"W 35.36'
C21	25.00'	90°00'00"	39.28'	N01°04'59"E 35.36'
C22	25.00'	90°00'00"	39.28'	N88°55'01"E 35.36'
C23	25.00'	90°00'00"	39.28'	S01°04'59"E 35.36'
C24	25.00'	90°00'00"	39.28'	N88°55'01"E 35.36'
C25	25.00'	90°00'00"	39.28'	S01°04'59"E 35.36'
C26	25.00'	90°00'00"	39.28'	S88°55'01"W 35.36'
C27	25.00'	90°00'00"	39.28'	S54°22'43"W 107.15'
C28	25.00'	90°00'00"	39.28'	S19°50'26"W 35.36'
C29	25.00'	90°00'00"	39.28'	S19°50'26"W 35.36'
C30	295.00'	20°55'25"	107.74'	S54°22'43"W 107.15'
C31	25.00'	90°00'00"	39.28'	S19°50'26"W 35.36'
C32	295.00'	9°55'16"	51.09'	S20°11'56"E 51.02'
C33	25.00'	94°29'07"	41.23'	S62°28'52"E 36.72'
C34	375.00'	26°21'34"	172.54'	N57°05'48"E 171.03'
C35	425.00'	23°50'41"	176.89'	S55°50'22"W 175.82'
C36	25.00'	83°00'00"	36.22'	S26°15'42"W 33.14'
C37	245.00'	14°53'20"	63.67'	S22°40'58"E 63.50'
C38	25.00'	90°00'00"	39.28'	N70°09'34"W 35.36'
C39	25.00'	90°00'00"	39.28'	N19°50'26"E 35.36'
C40	295.00'	20°55'25"	107.74'	N54°22'43"E 107.15'
C41	25.00'	90°00'00"	39.28'	N88°55'01"E 35.36'
C42	25.00'	90°00'00"	39.28'	S01°04'59"E 35.36'
C43	245.00'	20°55'25"	89.48'	S54°22'43"W 88.99'
C44	60.00'	12°09'28"	12.73'	N18°59'01"E 12.71'
C45	60.00'	41°48'37"	43.79'	N45°58'03"E 42.82'
C46	60.00'	41°48'37"	43.79'	N87°46'40"E 42.82'
C47	60.00'	83°33'54"	87.52'	S29°32'04"E 79.97'
C48	60.00'	46°04'21"	48.25'	S35°17'04"W 46.96'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	BEARING
C49	60.00'	39°44'51"	41.63'	S78°11'39"W 40.80'
C50	60.00'	22°46'22"	23.85'	N70°32'44"W 23.69'
C51	575.00'	3°20'21"	33.51'	S21°27'30"E 33.51'
C52	575.00'	4°33'03"	45.67'	S17°30'48"E 45.68'
C53	25.00'	20°27'34"	8.93'	S64°31'55"W 8.86'
C54	25.00'	33°30'31"	14.62'	S37°32'52"W 14.42'
C55	60.00'	34°29'49"	36.13'	N38°02'31"E 35.59'
C56	60.00'	38°56'33"	40.79'	N74°45'42"E 40.01'
C57	60.00'	69°58'12"	73.28'	S50°46'56"E 68.81'
C58	60.00'	33°17'05"	34.86'	S00°50'43"W 34.37'
C59	60.00'	27°16'26"	28.56'	S31°07'28"W 28.30'
C60	60.00'	39°35'39"	41.47'	S64°33'31"W 40.65'
C61	60.00'	44°22'27"	46.47'	N73°27'26"W 45.32'
C62	25.00'	5°24'59"	2.36'	S53°58'42"E 2.36'
C63	25.00'	48°33'06"	21.19'	S80°57'45"E 20.56'
C64	525.00'	1°14'15"	11.34'	S15°51'26"E 11.34'
C65	525.00'	6°07'55"	56.19'	S19°32'31"E 56.17'
C66	525.00'	0°31'10"	4.76'	S22°52'03"E 4.76'
C67	25.00'	90°00'00"	39.28'	S68°07'38"E 35.36'
C68	295.00'	5°54'06"	30.39'	S27°10'35"E 30.38'
C69	295.00'	7°47'03"	40.08'	S20°20'00"E 40.05'
C70	295.00'	1°12'11"	6.20'	S15°50'23"E 6.20'
C71	245.00'	3°36'48"	15.45'	N17°02'42"W 15.45'
C72	245.00'	6°18'28"	26.98'	N22°20'20"W 26.98'
C73	25.00'	7°31'56"	3.29'	N40°09'03"E 3.28'
C74	295.00'	8°21'20"	43.03'	N48°05'41"E 42.99'
C75	295.00'	8°26'47"	43.49'	N56°29'45"E 43.45'
C76	295.00'	4°07'18"	21.22'	N62°46'47"E 21.22'
C77	295.00'	8°08'37"	41.93'	N21°05'16"W 41.90'
C78	295.00'	1°46'40"	9.15'	N16°07'38"W 9.15'
C79	295.00'	9°45'28"	63.87'	N65°23'51"E 63.80'
C80	375.00'	8°40'54"	56.83'	N56°10'40"E 56.77'
C81	375.00'	7°55'12"	51.84'	N47°52'37"E 51.80'
C82	425.00'	4°58'35"	36.92'	N46°24'18"E 36.91'
C83	425.00'	5°26'37"	40.38'	N51°36'54"E 40.37'
C84	425.00'	5°05'36"	37.79'	N56°53'01"E 37.77'
C85	425.00'	8°19'53"	61.81'	N63°35'45"E 61.75'
C86	245.00'	2°50'10"	12.13'	S16°39'23"E 12.13'
C87	245.00'	12°03'10"	51.54'	S24°06'03"E 51.45'
C88	295.00'	4°03'25"	20.89'	N62°48'44"E 20.89'
C89	295.00'	7°23'14"	38.04'	N57°05'25"E 38.01'
C90	295.00'	7°25'32"	38.24'	N49°41'02"E 38.21'
C91	295.00'	2°03'14"	10.58'	N44°56'38"E 10.58'
C92	295.00'	15°53'39"	67.97'	N51°51'50"E 67.76'
C93	245.00'	5°01'46"	21.51'	N62°19'33"E 21.50'

OPEN SPACE LOTS - AREA SUMMARY

BLOCK A:
LOT 36 5.260 229,134 Sq Feet

BLOCK B:
LOT 31 0.374 16,270 Sq Feet
LOT 32 0.238 10,353 Sq Feet

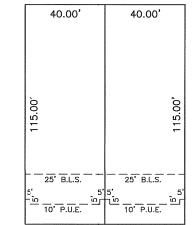
WASTEWATER LOT - AREA SUMMARY

BLOCK A:
LOT 29 0.06 1,415 Sq Feet

FUTURE DEVELOPMENT - AREA SUMMARY

BLOCK H:
LOT 6 2.47 107,505 Sq Feet

LOT SIZE CHART	
SIZE(AC)	#
≥10	-
≥5 <10	-
≥2 <5	-
≥1 <2	-
<1	160



TYPICAL LOT LAYOUT

NAME	LENGTH	R.O.W. WIDTH	CLASSIFICATION
DELTA CREST	462	50'	LOCAL
ALTERRA WAY	560	82'	MAJOR COLLECTOR
WY PASSAGE	565	50'	LOCAL
UNNETT LANE	581	50'	LOCAL
HAYWOOD MANOR	959	50'	LOCAL
TEMPEST TRAIL	322	50'	LOCAL
JADE STREET	1220	50'	LOCAL
ESTALLO WAY	1170	50'	LOCAL

SINGLE FAMILY LOTS - AREA SUMMARY

BLOCK A:		BLOCK B:		BLOCK E:	
Lot	Acres	Lot	Acres	Lot	Acres
1	0.15	25	0.11	12	0.11
2	0.11	26	0.11	13	0.11
3	0.11	27	0.11	14	0.11
4	0.11	28	0.11	15	0.11
5	0.11	29	0.11	16	0.11
6	0.11	30	0.13	17	0.13
7	0.11			18	0.13
8	0.11			19	0.11
9	0.11			20	0.11
10	0.11			21	0.11
11	0.12			22	0.11
12	0.11			23	0.11
13	0.11			24	0.11
14	0.12			25	0.11
15	0.11			26	0.11
16	0.13			27	0.11
17	0.11			28	0.11
18	0.11			29	0.11
19	0.14			30	0.11
20	0.15			31	0.14
21	0.14			32	0.14
22	0.12			33	0.14
23	0.12				
24	0.12				
25	0.13				
26	0.11				
27	0.12				
28	0.10				
29	0.12				
30	0.12				
31	0.11				
32	0.12				
33	0.18				
34	0.13				
35	0.13				

BLOCK D:		BLOCK F:	
Lot	Acres	Lot	Acres
1	0.11	1	0.14
2	0.11	2	0.12
3	0.13	3	0.12
4	0.13	4	0.12
5	0.13	5	0.12
6	0.13	6	0.12
7	0.13	7	0.12
8	0.13	8	0.11
9	0.13	9	0.11
10	0.13	10	0.11
11	0.13	11	0.11
12	0.13	12	0.13

BLOCK G:		BLOCK H:	
Lot	Acres	Lot	Acres
1	0.13	1	0.12
2	0.11	2	0.11
3	0.11	3	0.11
4	0.11	4	0.11
5	0.11	5	0.11
6	0.11	6	0.11
7	0.11	7	0.11
8	0.11	8	0.11
9	0.11	9	0.11
10	0.11	10	0.11
11	0.11	11	0.11
12	0.11	12	0.13

BLOCK I:		BLOCK J:	
Lot	Acres	Lot	Acres
1	0.13	1	0.14
2	0.11	2	0.17
3	0.11	3	0.17
4	0.11	4	0.11
5	0.11	5	0.11
6	0.11	6	0.11
7	0.11	7	0.11
8	0.11	8	0.11
9	0.11	9	0.11
10	0.11	10	0.11
11	0.11	11	0.11
12	0.11	12	0.11

LINE TABLE	
LINE	BEARING DISTANCE
L1	S25°09'34"E 45.01'
L2	S64°50'26"W 115.01'
L3	S25°09'34"E 40.01'
L4	S20°05'02"E 51.69'
L5	N74°45'42"E 115.02'
L6	N15°14'18"W 15.26'
L7	N74°45'42"E 50.01'
L8	S15°14'18"E 15.26'
L9	N74°45'42"E 115.01'
L10	N15°14'18"W 40.01'
L11	N23°33'09"W 60.36'
L12	N23°09'34"W 40.01'
L13	S64°50'26"W 115.01'
L14	N25°09'34"W 45.01'
L15	N64°50'26"E 115.01'
L16	N64°50'26"E 90.01'
L17	N64°50'26"E 50.01'
L18	N43°55'01"E 11.30'

LINE TABLE	
LINE	BEARING DISTANCE
L19	N46°04'59"W 50.75'
L20	N17°26'46"W 44.27'
L21	N09°22'43"E 44.81'
L22	S43°34'49"W 2.23'
L23	S46°04'37"E 110.42'
L24	S47°03'02"E 55.30'
L25	S46°04'57"E 165.02'
L26	S43°55'01"W 40.01'
L27	S46°04'59"E 130.02'
L28	S64°50'26"W 42.73'
L29	S51°12'01"W 52.64'
L30	S52°23'56"W 56.22'
L31	S60°11'51"W 68.94'
L32	S15°14'18"E 160.08'
L33	S25°55'43"E 40.16'
L34	S30°58'41"E 50.01'
L35	S59°01'19"W 85.38'
L36	S66°27'07"W 50.34'

LINE TABLE	
LINE	BEARING DISTANCE
L37	S23°07'38"E 50.01'
L38	S30°07'38"E 144.59'
L39	N66°52'22"E 111.13'
L40	N23°07'38"W 100.25'
L41	S74°45'42"W 121.28'
L42	N74°45'42"E 121.28'
L43	N15°14'18"W 90.27'
L44	S23°07'38"E 100.25'
L45	N30°07'38"W 31.90'
L46	S64°50'26"W 90.01'
L47	S46°04'59"E 90.01'
L48	N46°04'59"W 90.01'
L49	S64°50'26"W 3.52'
L50	S25°09'34"E 48.37'
L51	S15°14'18"E 82

FINAL SUBDIVISION PLAT: HYMEADOW SECTION TWO, PHASE TWO HAYS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 33.411 ACRES IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 90.264 ACRE TRACT OF LAND CONVEYED IN THE SPECIAL WARRANTY DEED FROM K MARCOS, LLC, TO CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, DOING BUSINESS AS BROWN PROPERTIES GROUP, INC., OF RECORD IN DOCUMENT NO. 19005818, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (OPRHCT), AS SEVERED FROM THAT CERTAIN 331.552 ACRE TRACT CONVEYED TO K MARCOS, LLC, A TEXAS LIMITED LIABILITY COMPANY, IN A WARRANTY DEED WITH VENDOR'S LIE, DATED NOVEMBER 30, 2018, AND RECORDED IN INSTRUMENT NO. 18042121, OPRHCT; SAID 33.411 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found on the northwesterly right-of-way line of State Highway 21 (right-of-way width varies), being the southeast corner of said 331.552 acre tract, and being the most southerly corner of said 90.264 acre tract and herein; and from point, a type one concrete highway monument for an angle point in the northwesterly line of said State Highway 21 bears South 59°52'23" West, a distance of 642.05 feet;

THENCE with the southwest line of said 90.264 acre tract and the northeast line of said 331.552 acre tract, the following two (2) courses and distances:

1. North 20°54'09" West, a distance of 586.34 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
2. North 11°40'48" West, 411.86 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for the most westerly corner herein, from which a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found for angle point in said common line bears North 11°40'48" West, a distance of 120.60 feet,

THENCE leaving said common line and crossing said 90.264 acre tract, the following twenty-seven (27) courses and distances:

1. North 64°50'26" East, a distance of 382.13 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
2. South 25°09'34" East, a distance of 45.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
3. South 64°50'26" West, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
4. South 25°09'34" East, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
5. South 20°05'02" East, a distance of 51.69 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
6. North 74°45'42" East, a distance of 115.02 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
7. North 15°14'18" West, a distance of 15.26 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
8. North 74°45'42" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
9. South 15°14'18" East, a distance of 15.26 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
10. North 74°45'42" East, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
11. North 15°14'18" West, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
12. North 23°23'09" West, a distance of 60.36 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
13. North 25°09'34" West, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
14. South 64°50'26" West, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
15. North 25°09'34" West, a distance of 45.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
16. North 64°50'26" East, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
17. North 25°09'34" West, a distance of 300.04 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
18. North 64°50'26" East, a distance of 90.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the left,
19. With said curve to the left, having a radius of 25.00 feet, a delta angle of 90°00'00", an arc length of 39.28 feet, and a chord which bears North 19°50'26" East, a distance of 35.36 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature to the left,
20. North 64°50'26" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the left,
21. With said curve to the left, having a radius of 25 feet, a delta angle of 90°00'00", an arc length of 39.28 feet, and a chord which bears South 70°09'34" East, a distance of 35.36 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature to the left,
22. With said curve to the left, having a radius of 245.00 feet, a delta angle of 21°53'38", an arc length of 93.62 feet, and a chord which bears North 54°50'26" East, a distance of 93.05 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
23. North 43°55'01" East, a distance of 11.30 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
24. North 46°04'59" West, a distance of 50.75 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
25. North 17°26'46" West, a distance of 44.27 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
26. North 09°22'43" East, a distance of 44.81 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set, and
27. North 43°55'01" East, a distance of 892.53 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for the most northerly corner of the herein described tract, and being in a south westerly line of said 331.552 acre tract;

THENCE with the northeasterly line of said 90.264 acre tract and the southwesterly line of said 331.552 acre tract, the following four (4) courses and distances:

1. South 46°06'04" East, 344.32 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found,
2. South 46°25'12" East, a distance of 50.03 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found,
3. South 43°34'49" West, a distance of 2.23 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found,
4. South 46°04'37" East, a distance of 110.42 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found, and
5. South 47°03'02" East, a distance of 55.30 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a northeasterly corner of the herein described tract;

THENCE leaving said line and crossing said 90.264 acre tract the following eighteen (18) courses and distances:

1. South 43°55'01" West, a distance of 1031.64 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
2. South 46°04'57" East, a distance of 165.02 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
3. South 43°55'01" West, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
4. South 46°04'59" East, a distance of 130.02 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
5. South 64°28'23" West, a distance of 42.73 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
6. South 51°51'20" West, a distance of 52.64 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
7. South 52°23'56" West, a distance of 56.22 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
8. South 60°11'51" West, a distance of 68.94 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
9. South 15°14'18" East, a distance of 160.08 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
10. South 25°55'43" East, a distance of 40.16 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
11. South 30°58'41" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
12. South 59°01'19" West, a distance of 85.38 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right,
13. With said curve to the right, having a radius of 25.00 feet, a delta angle of 90°51'02", an arc length of 39.65 feet, and a chord which bears North 75°33'09" West, a distance of 35.62 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right,
14. South 66°27'07" West, a distance of 50.34 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right,
15. With said curve to the right, having a radius of 25.00 feet, a delta angle of 97°00'00", an arc length of 42.33 feet, and a chord which bears South 18°22'22" West, a distance of 37.45 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
16. South 23°07'38" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
17. North 66°52'02" East, a distance of 6.23 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right,
18. With said curve to the right, having a radius of 25.00 feet, a delta angle of 83°00'00", an arc length of 36.22 feet, and a chord which bears South 11°37'38" East, a distance of 33.14 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set, and
19. South 30°07'38" East, a distance of 144.59 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for the most easterly corner of the herein described tract, also being in the southeast line of said 90.264 acre tract, and also being the northwest line of said State Highway 21;

THENCE South 59°52'26" West, with the common line of said 90.264 acre tract and said State Highway 21, a distance of 745.05 feet to the POINT OF BEGINNING, containing 33.411 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone (4204), US Survey Feet; based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS) for Chaparral control point "P941".

NOTES:

1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
2. TYPICAL LOT SIZE 40'X115'
3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS. PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
4. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 722, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORTS BY EINKLEY & BARFIELD, INC. DATED DECEMBER 2019 FOR HYMEADOW PRE AND POST DEVELOPMENT FLOWS.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS. PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
7. THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINES WHICH FLOW INTO A LIFT STATION. THEN THE WASTEWATER WILL FLOW THROUGH A FORCE MAIN TO THE WASTEWATER TREATMENT PLANT ON THE SOUTH SIDE OF HEMPHILL CREEK.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY ESD #5 AND HAYS CISD.
9. A 10 FOOT-WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY.
10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: DELTA CREST, ALTERRA WAY, WY PASSAGE, LINNET LANE, HAYWOOD MANOR, TEMPEST TRAIL, JADE STREET, ESTALLO WAY, AND STATE HIGHWAY 21. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 02, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
12. UTILITY INFORMATION:
WATER: MAXWELL W.S.C.
SEWER: AQUA TEXAS, INC.
ELECTRICITY: FEDERALESS ELECTRIC COOPERATIVE
13. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS ETJ.
14. LOT 36, BLOCK A, LOT 31 AND 32, BLOCK B, ARE OPEN SPACE LOTS TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THESE LOTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
15. ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
16. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR HYMEADOW SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER.
17. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES AND OPEN SPACE DRAINAGE WAYS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. PARKLAND DEVELOPMENT FEE HAS BEEN ADDRESSED IN PICP PERMIT No. 2021-34629.
19. SIDEWALKS ARE REQUIRED ON BOTH SIDES OF ALL STREETS AT THE TIME OF DEVELOPMENT.
20. CORNER LOTS LOCATED ALONG ALTERRA WAY SHALL NOT TAKE ACCESS FROM ALTERRA WAY. DRIVEWAY FOR THESE LOTS SHALL BE LOCATED ALONG THE PROPERTY LINE AWAY FROM ALTERRA WAY.
21. THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.
22. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE, OR SAN MARCOS RIVER CORRIDOR.

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PLS2P2
PLOT DATE:
09/07/2022
PLOT SCALE:
1"=100'
DRAWN BY:
RGH
**SHEET
03 OF 04**

FINAL SUBDIVISION PLAT:
HYMEADOW SECTION TWO,
PHASE TWO
HAYS COUNTY, TEXAS

OWNER'S ACKNOWLEDGEMENT AND DEDICATION STATEMENT:

THAT CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION, DOING BUSINESS IN TEXAS AS BROHN HOMES BY AND THROUGH ADAM BOENIG, VICE PRESIDENT, DOING BUSINESS IN TEXAS AS BROHN HOMES; BY AND THROUGH ADAM BOENIG, VICE PRESIDENT AS OWNER OF THE REMAINDER OF THAT 90.264 ACRE TRACT SITUATED IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 33.411 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, AND HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

HYMEADOW SECTION TWO, PHASE TWO,

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE RIGHTS OF WAY, PUBLIC USE AREAS AND OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED; THAT NO BUILDINGS, FENCES OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE SAID EASEMENTS, EXCEPT AS MAY BE PERMITTED BY THE SAID CITY; THAT SAID EASEMENTS MAY BE FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SERVING THE PROPERTY, UNLESS AN EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, WITH ALL USES BEING SUBORDINATE TO THAT OF THE CITY OF SAN MARCOS; THAT THE SAID CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS LOCATED WITHIN SAID EASEMENTS; AND THAT THE SAID CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS TO AND EGRESS FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE, AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS 15 DAY OF September, 2022

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION
BROHN HOMES, ITS SUBSIDIARY

[Signature] VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.
ADAM BOENIG, VICE PRESIDENT
6720 NAUGHT RANCH RD.
AUSTIN, TX 78730

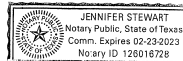
STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Adam Boenig, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 15 DAY OF September, 2022

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

2/23/2022
MY COMMISSION EXPIRES ON:



SURVEYOR'S CERTIFICATION:

I, BRYAN D. NEWSOME, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

Bryan D. Newsome 09 September 2022

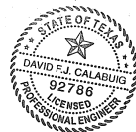
BRYAN D. NEWSOME, R.P.L.S. NO. 5657
REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 McCall Lane
AUSTIN, TX 78744
(512) 443-1724
TBPLS FIRM NO. 10124500



ENGINEER'S CERTIFICATION:

I, DAVID CALABUIG, SR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
DAVID CALABUIG, SR., P.E. NO. 92786
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS
BINKLEY & BARKFIELD, INC.
2401 DOUBLE CREEK DRIVE, SUITE 200
ROUND ROCK, TEXAS 78664
(512) 292-0006
TBPE FIRM REGISTRATION NO. F-257



HAYS COUNTY
CERTIFICATE OF APPROVAL:

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

[Signature] 9-23-2022
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/ WASTEWATER NOTE:

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

[Signature] 9-23-2022
ERIC VAN GAASEEK, R.S., C.E.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

[Signature] 9-23-2022
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

CITY OF SAN MARCOS
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE 11th DAY OF October, 2022 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

[Signature] 10/25/22
C.P. ENGINEERING DATE

[Signature] 10/20/22
DIRECTOR DATE

[Signature] 10/20/22
PLANNING AND DEVELOPMENT SERVICES DATE

[Signature] 10/25/22
RECORDING SECRETARY DATE

[Signature]
CHAIRMAN PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15th DAY OF November, A.D., 2022 AT 11:45 O'CLOCK AM. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. 22052805

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 15th DAY OF November, A.D., 2022.

Elaine H. Cardenas By: Amie S. Medina Deputy
ELAINE H. CARDENAS
COUNTY CLERK



 Professional Land Surveying, Inc. Surveying and Mapping 3500 McCall Lane Austin, Texas 78744 512-443-1724 Firm No. 10124500	PROJECT NO.: 1434-001
	DRAWING NO.: 1434-001-PLS2P2
	PLOT DATE: 09/07/2022
	PLOT SCALE: 1"=100'
	DRAWN BY: RCH
	SHEET 04 OF 04



AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #PB03016800375 in the amount of \$125,332.00 and acceptance of the roads into the County Road Maintenance System for Parten Ranch subd., Phase 2. **SMITH/AJONES**

Summary

Staff recommends acceptance of these roads into the County Road Maintenance System. Roads include: Parten Ranch Parkway (1,082 ft.), Two Creeks Lane (545 ft.), Greenlawn Cove (537 ft.), and Windinghart Lane (646 ft.). Please see attachments for details.

Attachments

Bonds
Plat



Bond No: PB030168000375

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, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

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 the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

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

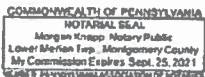
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



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

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



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of September, 20 19



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



DUAL OBLIGEE RIDER

(To be attached to Bond at time of issuance)

TO BE ATTACHED TO AND FORM PART OF Bond No. PB030168000375, dated concurrently with the execution of this Rider, by PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, on behalf of ROSS CONSTRUCTION, INC., as Principal, and in favor of Hays County, Texas and JERRY BORCHERDING, P.E., as Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the attached Bond is hereby amended to include the following:

Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this Bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.

In no event shall the liability of the Principal and the Surety to the Obligee, or either of them, in the aggregate, exceed the penal sum stated in the attached Bond.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing contained in this Rider shall be held to change, alter or vary the terms of the attached Bond except as set forth hereinabove. In the event of a conflict between the Bond and this Rider, the parties agree that this Rider shall govern and control. All references to the Bond, either in the Bond or in this Rider, shall include and refer to the Bond as supplemented and amended by this Rider. Except as provided by this Rider, all other terms and conditions of the Bond remain in full force and effect.

This Rider may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and some instrument.

SIGNED, SEALED AND DATED this 12th day of September, 20 19.

PRINCIPAL: ROSS CONSTRUCTION, INC.

SURETY: PHILADELPHIA INDEMNITY INSURANCE COMPANY

Signature: Ned Ross

Signature: Jeremy Farque
Attorney-in-Fact

Name and Title: Ned Ross - President

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, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

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 the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

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

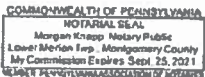
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



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

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



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

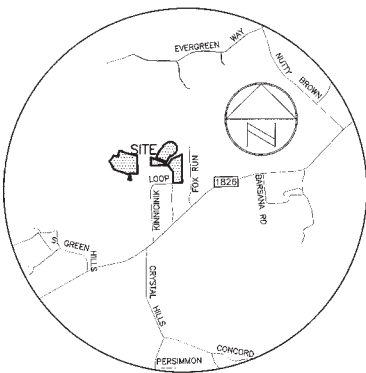
I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect.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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of September, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

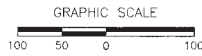
PARTEN RANCH PHASE 2C



LOCATION MAP
NOT TO SCALE

HM PARTEN RANCH DEVELOPMENT, INC.
PORTION OF 531.542 ACRES
(2016-16004247)

SCALE: 1" = 100'



LEGEND	
●	1/2" REBAR WITH ILLEGIBLE CAP FOUND
●	1/2" REBAR WITH "B&G" CAP FOUND
●	1/2" REBAR WITH "EMERALD" CAP FOUND
●	1/2" REBAR FOUND (OR AS NOTED)
⊙	IRON PIPE FOUND (SIZE NOTED)
⊙	REBAR WITH "TRIAD" CAP FOUND
△	CALCULATED POINT
⊕	CONTROL POINT/BENCHMARK LOCATION
W.Q.B.Z.	WATER QUALITY BUFFER ZONE
↔	RECORD INFORMATION

HM PARTEN RANCH DEVELOPMENT, INC.
PORTION OF 531.542 ACRES
(2016-16004247)

PARTEN RANCH PARKWAY
R.O.W. VARIES

PROPOSED PARTEN RANCH
PHASE 2A

PROPOSED PARTEN RANCH
PHASE 2A

BLOCK H
LOT 53
OPEN SPACE, DRAINAGE,
PEDESTRIAN ACCESS &
WATER QUALITY LOT
0.721 ACRES

PUBLIC
LOT 2
BLOCK C
OAKRIDGE PARK, SEC. 2
KINNICKINIK AND RESUBDIVISION
OF PORTION OF
PARK SEC. 1 AT
(189/441)

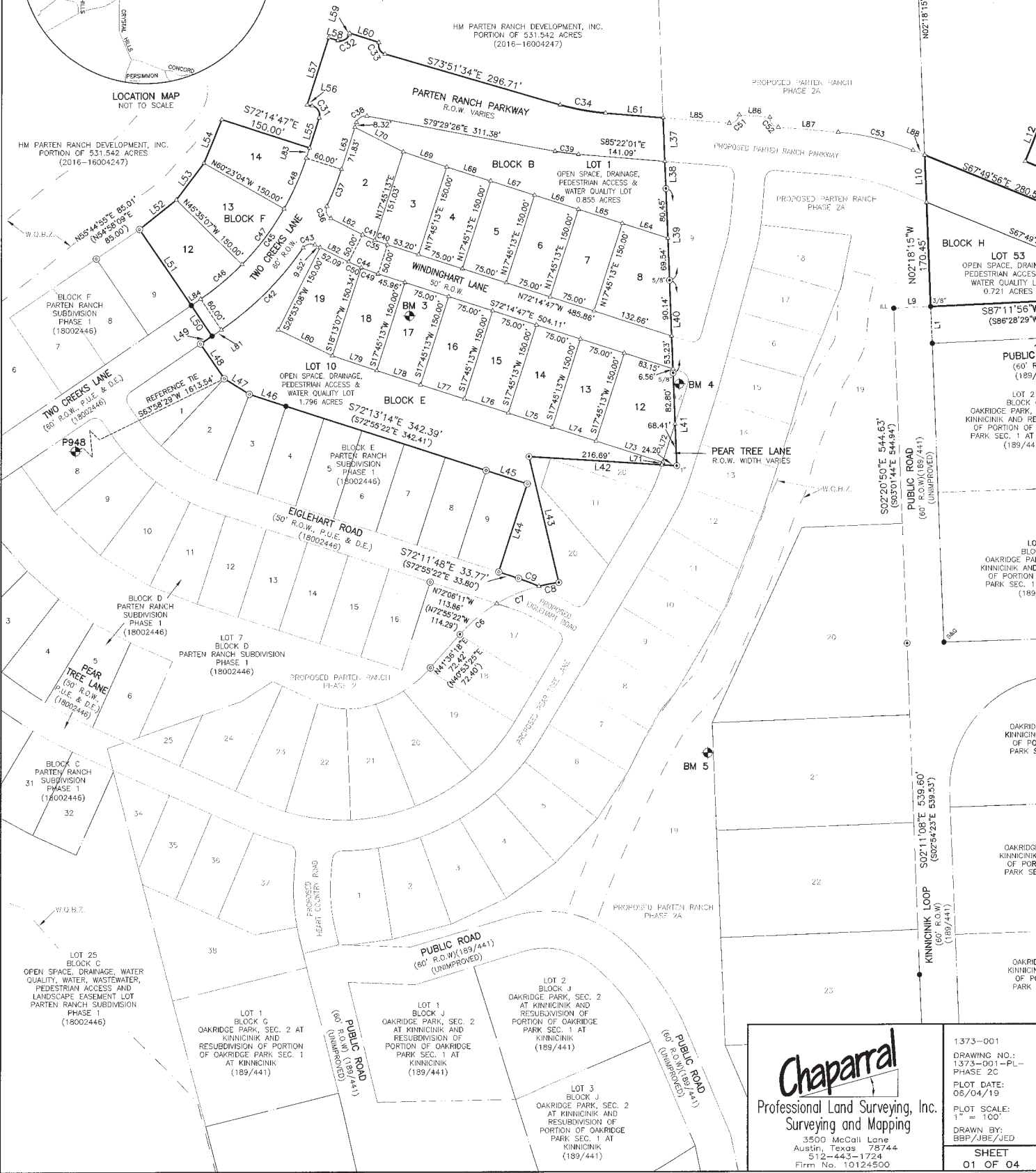
LOT 1
BLOCK C
OAKRIDGE PARK, SEC. 2
KINNICKINIK AND RESUBDIVISION
OF PORTION OF
PARK SEC. 1 AT
(189/441)

LOT 2
BLOCK C
OAKRIDGE PARK, SEC. 2
KINNICKINIK AND RESUBDIVISION
OF PORTION OF
PARK SEC. 1 AT
(189/441)

LOT 3
BLOCK C
OAKRIDGE PARK, SEC. 2
KINNICKINIK AND RESUBDIVISION
OF PORTION OF
PARK SEC. 1 AT
(189/441)

LOT 4
BLOCK C
OAKRIDGE PARK, SEC. 2
KINNICKINIK AND RESUBDIVISION
OF PORTION OF
PARK SEC. 1 AT
(189/441)

LOT 5
BLOCK C
OAKRIDGE PARK, SEC. 2
KINNICKINIK AND RESUBDIVISION
OF PORTION OF
PARK SEC. 1 AT
(189/441)



Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

1373-001
DRAWING NO.: 1373-001-PL-PHASE 2C
PLOT DATE: 06/04/19
PLOT SCALE: 1" = 100'
DRAWN BY: BBP/JBE/JED
SHEET 01 OF 04

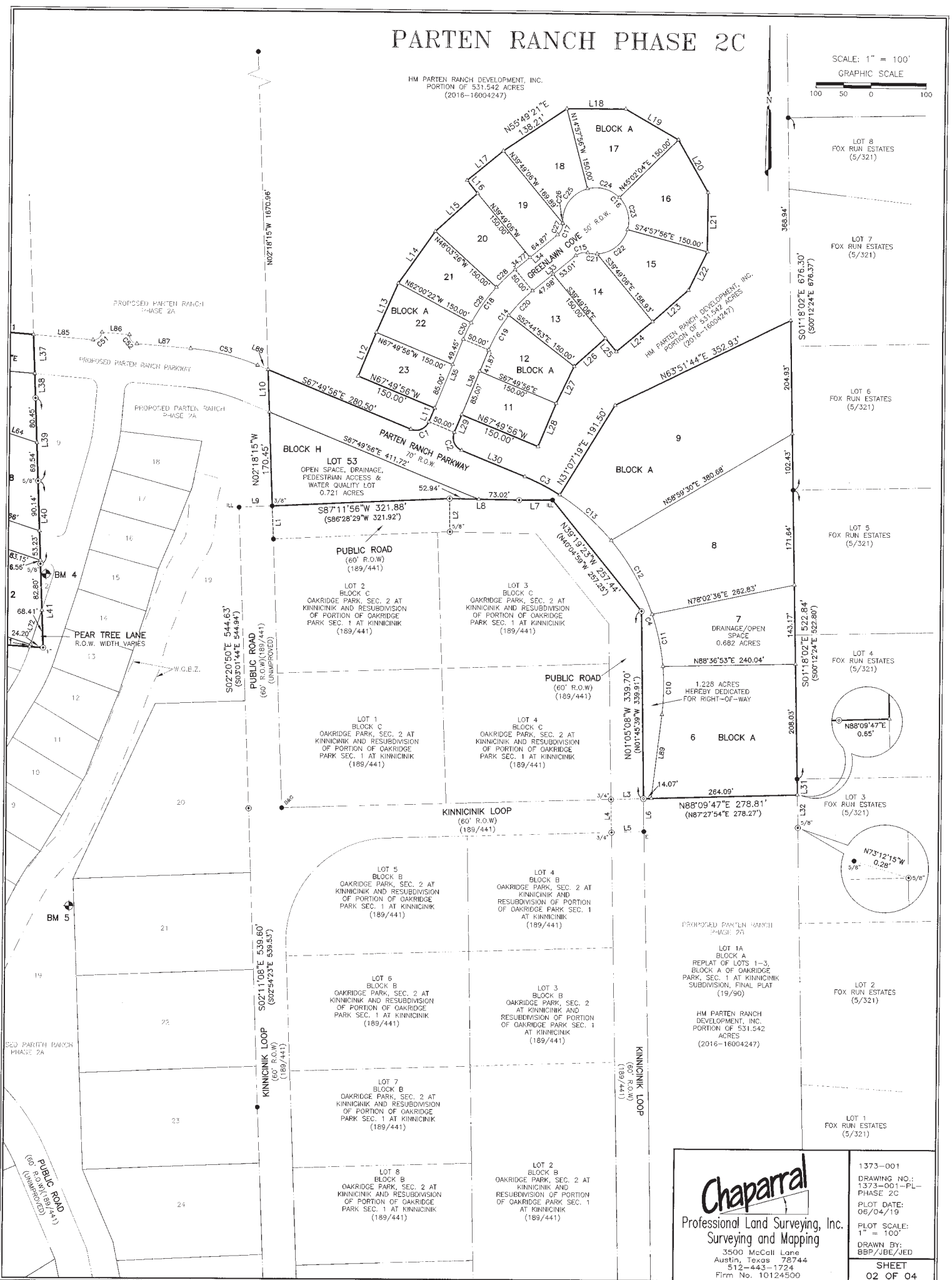
PARTEN RANCH PHASE 2C

HM PARTEN RANCH DEVELOPMENT, INC.
PORTION OF 531.542 ACRES
(2016-16004247)

SCALE: 1" = 100'

GRAPHIC SCALE

100 50 0 100



Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

1373-001
DRAWING NO.:
1373-001-PL-
PHASE 2C
PLOT DATE:
06/04/19
PLOT SCALE:
1" = 100'
DRAWN BY:
BBP/JBE/JED
SHEET
02 OF 04

PARTEN RANCH PHASE 2C

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°36'51"E	59.84'
L2	N01°02'58"W	59.96'
L3	N88°07'55"E	58.72'
L4	S01°21'12"E	60.08'
L5	S87°57'32"W	58.56'
L6	S01°12'12"E	59.91'
L7	S89°14'54"W	60.46'
L8	N89°10'31"W	125.96'
L9	S87°21'42"W	60.12'
L10	N02°18'15"W	76.91'
L11	N22°10'04"E	27.16'
L12	N22°10'04"E	85.00'
L13	N23°36'24"E	97.70'
L14	N34°58'06"E	115.36'
L15	N47°27'09"E	102.95'
L16	N39°49'06"W	30.07'
L17	N50°10'54"E	85.00'
L18	N89°44'17"E	106.60'
L19	S60°15'43"E	110.80'
L20	S29°49'10"E	109.74'
L21	S00°10'50"W	107.67'
L22	S25°41'19"W	77.65'
L23	S48°12'25"W	86.35'
L24	S50°10'54"W	85.00'
L25	N39°49'06"W	30.95'
L26	S47°47'31"W	76.01'
L27	S25°28'51"W	74.52'
L28	S22°10'04"E	85.00'
L29	S22°10'04"W	34.74'
L30	S67°49'56"E	124.06'
L31	S01°18'02"E	28.79'
L32	S01°18'46"E	60.11'
L33	N50°10'54"E	100.99'
L34	S50°10'54"W	99.64'
L35	N22°10'04"E	134.45'
L36	S22°10'04"W	126.87'
L37	S02°20'28"E	70.52'
L38	S02°20'28"E	44.32'
L39	S02°18'21"E	149.99'
L40	S02°17'41"E	149.93'
L41	S02°17'42"E	151.21'
L42	N86°28'23"W	240.89'
L43	S13°26'59"E	209.83'
L44	N17°49'30"E	150.18'
L45	N72°08'48"W	70.20'
L46	N71°59'17"W	62.58'
L47	N58°06'45"W	48.18'
L48	N34°38'17"W	68.14'
L49	N55°47'33"E	22.85'
L50	N34°25'13"W	60.00'
L51	N34°18'14"W	149.95'
L52	N51°24'10"E	76.68'
L53	N36°53'28"E	74.75'
L54	N22°16'51"E	76.75'
L55	N17°45'13"E	51.16'
L56	N79°29'26"W	8.17'
L57	N17°45'13"E	114.80'
L58	S73°51'34"E	15.43'
L59	N17°45'13"E	2.25'
L60	S72°14'47"W	50.00'
L61	S85°22'01"E	93.88'
L62	N63°06'52"W	57.76'
L63	N17°45'13"E	80.15'
L64	N72°14'47"W	77.91'
L65	N72°14'47"W	75.00'
L66	N72°14'47"W	75.00'
L67	N72°14'47"W	75.00'
L68	N72°14'47"W	75.00'
L69	N70°47'44"W	75.02'
L70	N63°06'52"W	88.28'
L71	N17°45'13"E	4.15'
L72	N17°45'13"E	66.06'
L73	N72°14'47"W	113.78'
L74	N72°14'47"W	75.00'
L75	N72°14'47"W	75.00'
L76	N72°14'47"W	75.00'
L77	N72°14'47"W	75.00'
L78	N72°14'47"W	75.00'
L79	N71°31'18"W	76.22'
L80	N64°23'28"W	97.48'
L81	N55°47'33"E	18.18'
L82	S63°06'52"E	61.61'
L83	S17°45'13"W	17.55'
L84	S55°47'33"W	18.40'
L85	S85°22'01"E	108.15'
L86	S85°22'01"E	50.00'
L87	S85°22'01"E	97.88'
L88	S67°49'56"E	20.48'
L89	N06°49'22"E	153.09'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	RECORD CHORD
C1	25.00'	90°00'00"	39.27'	N67°10'04"E	35.36'	
C2	25.00'	90°00'00"	39.27'	S22°49'56"E	35.36'	
C3	410.00'	9°59'11"	71.46'	S62°50'20"E	71.37'	
C4	410.00'	6°44'07"	462.76'	N25°30'42"W	438.58'	
C6	251.93'	17°47'45"	78.25'	N50°02'42"E	77.93'	(N49°20'02"E 77.99')
C7	251.93'	16°56'00"	74.46'	N67°24'35"E	74.19'	(N66°42'20"E 74.19')
C8	251.93'	7°29'32"	32.94'	N79°37'21"E	32.92'	
C9	325.00'	6°14'41"	35.42'	S69°04'48"E	35.40'	(S69°47'18"E 35.55')
C10	410.00'	12°14'32"	87.60'	N00°42'06"E	87.44'	
C11	410.00'	13°32'21"	96.88'	N12°11'20"W	96.66'	
C12	410.00'	21°24'25"	153.18'	N29°39'43"W	152.30'	
C13	410.00'	17°28'49"	125.09'	N49°06'20"W	124.60'	
C14	275.00'	28°00'50"	134.46'	N36°10'29"E	133.12'	
C15	25.00'	53°11'22"	23.21'	N76°46'35"E	22.38'	
C16	60.00'	28°55'43"	301.52'	N40°35'35"W	70.59'	
C17	25.00'	54°44'21"	23.88'	S22°48'43"W	22.99'	
C18	325.00'	28°00'50"	158.90'	S36°10'29"W	157.33'	
C19	275.00'	15°05'03"	72.40'	N29°42'36"E	72.19'	
C20	275.00'	12°55'47"	62.06'	N43°43'00"E	61.93'	
C21	60.00'	16°14'22"	17.01'	S84°44'55"E	16.95'	
C22	60.00'	72°05'51"	75.50'	N51°04'59"E	70.62'	
C23	60.00'	60°00'00"	62.83'	N14°57'56"W	60.00'	
C24	60.00'	60°00'00"	62.83'	N74°57'56"W	60.00'	
C25	60.00'	79°35'31"	83.35'	S35°14'18"W	76.81'	
C26	25.00'	1°06'39"	0.48'	S04°00'08"E	0.48'	
C27	25.00'	53°37'42"	23.40'	S23°22'03"W	22.55'	
C28	325.00'	8°14'19"	46.73'	S46°03'44"W	46.69'	
C29	325.00'	13°56'57"	79.12'	S34°58'06"W	78.93'	
C30	325.00'	5°49'34"	33.05'	S25°04'51"W	33.03'	
C31	15.00'	97°14'39"	25.46'	N30°52'07"W	22.51'	
C32	15.00'	88°23'13"	23.14'	N61°56'50"E	20.91'	
C33	15.00'	91°36'47"	23.98'	S28°03'10"E	21.51'	
C34	375.00'	11°30'27"	75.32'	S79°36'47"E	75.19'	
C35	275.00'	9°07'55"	43.83'	N67°40'50"W	43.78'	
C36	15.00'	88°18'02"	23.12'	N18°57'51"W	20.90'	
C37	500.00'	7°25'57"	64.86'	N21°28'11"E	64.82'	
C38	15.00'	82°45'21"	21.67'	N59°07'53"E	19.83'	
C39	375.00'	5°52'34"	38.46'	S82°25'44"E	38.44'	
C40	275.00'	4°32'49"	21.82'	N69°58'23"W	21.82'	
C41	275.00'	4°35'06"	22.01'	N65°24'25"W	22.00'	
C42	500.00'	21°41'12"	189.25'	N44°56'57"E	188.12'	
C43	15.00'	82°46'47"	21.67'	N75°29'45"E	19.84'	
C44	325.00'	9°07'55"	51.80'	S67°40'50"E	51.74'	
C45	440.00'	38°02'20"	292.12'	S36°46'23"W	286.78'	
C46	440.00'	11°27'21"	87.97'	N50°03'52"E	87.83'	
C47	440.00'	14°48'24"	113.71'	N36°56'00"E	113.39'	
C48	440.00'	11°46'35"	90.44'	N23°38'31"E	90.28'	
C49	325.00'	5°07'27"	29.07'	N69°41'04"W	29.06'	
C50	325.00'	4°00'28"	22.73'	N65°07'06"W	22.73'	
C51	15.00'	90°00'00"	23.56'	N49°37'59"E	21.21'	
C52	15.00'	90°00'00"	23.56'	S40°22'01"E	21.21'	
C53	410.00'	17°32'05"	125.48'	S76°35'58"E	124.99'	

	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			
PARTEN RANCH PHASE 1	82.56	30.14	52.41		15.63'	70.26	**500
PARTEN RANCH PHASE 2	58.15	48	54.67		1.81	56.45	**47.67
**INCLUDES 2.5 ACRES OF IMPERVIOUS COVER FOR AMENITY CENTER AS PLACE HOLDER. ACTUAL IMPERVIOUS COVER WILL BE DETERMINED WITH AMENITY SITE PLAN.							
**APPROXIMATE ACREAGE PER CONCEPT PLAN							
***DOES NOT INCLUDE AMENITY CENTER.							

AREA TABLE

TOTAL AREA OF SUBDIVISION = 22.97 ACRES
 AREA WITHIN ROADWAYS = 4.471 ACRES
 AREA WITHIN RESIDENTIAL LOTS = 14.445 ACRES
 AREA WITHIN OPEN SPACE LOTS = 4.054 ACRES

BENCHMARK INFORMATION:

BM #3: COTTON SPINDLE SET IN EAST SIDE A LIVE OAK 48', TAG NO. 10105, +-- 300' EAST FROM THE NORTHEAST TERMINUS OF TWO CREEKS LANE WITHIN PARTEN RANCH SUBDIVISION PHASE 1.

ELEVATION = 1041.42'
 VERTICAL DATUM: NAVD 88 (GEOID 12B)

BM #4: COTTON SPINDLE SET IN NORTH SIDE OF A LIVE OAK 32', TAG NO. 10084, +-- 300' NORTHEAST OF THE NORTHEAST CORNER OF LOT 9, BLOCK E, PARTEN RANCH SUBDIVISION PHASE 1.

ELEVATION = 1037.88'
 VERTICAL DATUM: NAVD 88 (GEOID 12B)

BM #5: COTTON SPINDLE SET ON NORTHEAST SIDE OF A LIVE OAK 43', TAG NO. 10079, EAST SIDE OF POND.

ELEVATION = 1015.69'
 VERTICAL DATUM: NAVD 88 (GEOID 12B)

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P948".

4" ALUMINUM DISK SET IN CONCRETE

SURFACE COORDINATES:
 N 13971449.79
 E 2291197.59

TEXAS STATE PLANE COORDINATES:
 N 13969633.74
 E 2290899.77

ELEVATION = 1003.44'
 VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999870017
 (FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000130
 (FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
 THEIA ANGLE: 0°29'59"

BLOCK A		
LOT	ACRES	SQ. FEET
6	1.358	59169
7	0.682	29701
8	1.461	63650
9	1.923	83761
11	0.293	12750
12	0.328	14292
13	0.323	14058
14	0.347	15122
15	0.401	17487
16	0.463	20165
17	0.463	20164
18	0.353	15374
19	0.350	15244
20	0.315	13702
21	0.329	14337
22	0.309	13439
23	0.293	12750
Total	9.991	435185

BLOCK B		
LOT	ACRES	SQ. FEET
1	0.855	37299
2	0.307	13358
3	0.260	11315
4	0.258	11250
5	0.258	11250
6	0.258	11250
7	0.258	11250
8	0.363	15793
Total	2.817	122725

BLOCK E		
LOT	ACRES	SQ. FEET
12	0.318	13850
13	0.258	11250
14	0.258	11250
15	0.258	11250
16	0.258	11250
17	0.258	11250
18	0.260	11317
19	0.295	12853
10	1.796	78241
Total	4.003	174442

BLOCK F		
LOT	ACRES	SQ. FEET
12	0.318	13850
13	0.258	11250
14	0.258	11250
Total	0.967	42102

BLOCK H		
LOT	ACRES	SQ. FEET
53	0.721	31398

Chaparral
 Professional Land Surveying, Inc.
 Surveying and Mapping
 3500 McCall Lane
 Austin, Texas 78744
 512-443-1724
 Firm No. 10124500

PROJECT NO.: 1373-001
 DRAWING NO.: 1373-001-PL-
 PHASE 2C
 PLOT DATE: 06/04/19
 PLOT SCALE: 1" = 100'
 DRAWN BY: BBP/JBE/JED
 SHEET 03 OF 04

PARTEN RANCH PHASE 2C

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 22.97 ACRES OF LAND, BEING A PORTION OF A CALLED 531.542 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN IN DOCUMENT # 2016-16004247 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS DO HEREBY SUBDIVIDE THE SAID 22.97 ACRE PORTION OF THE SAID 531.542 ACRE TRACT OF LAND IN ACCORDANCE WITH THE PLAT ATTACHED TO BE KNOWN AS:

PARTEN RANCH SUBDIVISION PHASE 2C

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 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

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) NO 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. 48209C 0140F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, 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 PARTEN RANCH PARKWAY (RURAL COLLECTOR): 1082 L.F.
LINEAR FOOTAGE OF TWO CREEKS LANE (SECONDARY COLLECTOR): 545 L.F.
LINEAR FOOTAGE OF GREENLAWN COVE (LOCAL STREET): 537 L.F.
LINEAR FOOTAGE OF WINDINGHART LANE (LOCAL STREET): 646 L.F.
TOTAL LINEAR FOOTAGE OF STREET IMPROVEMENTS: 2810 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 = 4.471 ACRES
- 20) DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH HAYS COUNTY REQUIREMENTS OR AS APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT.
- 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 DEVELOPMENT REQUIREMENTS.
- 22) 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 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.
- 23) THIS FINAL PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND HM PARTEN RANCH, INC.
- 24) 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.
- 25) 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.
- 26) ALL DRAINAGE EASEMENTS NECESSARY TO CONVEY CONCENTRATED FLOWS AND FLOODPLAINS FOR BASINS CONTAINING MORE THAN 64 ACRES ARE DEPICTED ON THE PLAT PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 725.

OWNER:
HM PARTEN RANCH DEVELOPMENT, INC.
1011 N. LAMAR BLVD.
AUSTIN, TX 78703

SURVEYOR:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
512-443-1724

ENGINEER:
LJA ENGINEERING, INC.
4316 HWY. 290 WEST, SUITE 150
AUSTIN, TX 78735

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT I, RUDOLF J. PATA, JR., 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 WILL BE PROPERLY PLACED UNDER MY SUPERVISION.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. (Per "The Board of Professional Land Surveying" Texas Administrative Code, Title 22 - Part 29, General Rules of Procedures and Practices, Standards of Responsibility and Rules of Conduct, Rule 663.18)

RUDOLF J. PATA, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5388

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANIEL RYAN, 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 48209C 0140F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, 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.

DANIEL RYAN
REGISTERED PROFESSIONAL ENGINEER NO. 89458

STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED ADMINISTRATIVELY.

MICHELLE FISCHER, CITY ADMINISTRATOR

DATE

STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS

ENVIRONMENTAL HEALTH DEPARTMENT
NO STRUCTURE WITHIN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SANITARY SEWER SYSTEM OR TO AN INDIVIDUAL ON-SITE SEWAGE FACILITY WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS ENVIRONMENTAL HEALTH DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

KYLE DANNHAUS
MANAGER OF CODE ENFORCEMENT

DATE

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE CONNECTED 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 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.

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

CATLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

DATE

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

DATE

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

CATLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

DATE

STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS

THIS PLAT HAS BEEN SUBMITTED TO BE CONSIDERED BY THE CITY COUNCIL OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS THE _____ DAY OF _____, 20_____, A.D., BY THE CITY COUNCIL.

CITY SECRETARY

MAYOR

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_____, AT _____ O'CLOCK _____ M IN THE PLAT RECORDS OF

HAYS COUNTY, TEXAS IN BOOK _____ PAGE _____

WITNESS MY HAND AND SEAL OF THIS THE _____ DAY OF _____, 20_____, A.D.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1373-001
DRAWING NO.:
1373-001-PL-
PHASE 2C
PLOT DATE:
06/04/19
PLOT SCALE:
1" = 100'
DRAWN BY:
BBP/JBE/JED
SHEET
04 OF 04



AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #EACX4020580 in the amount of \$116,997.96 and acceptance of the roads into the County Road Maintenance System for Sunset Oaks subd., Section 4, Phase 2A . **INGALSBE/A.JONES**

Summary

Staff recommends acceptance of these roads into the County Road Maintenance System. Roads include: Gypsum Valley (1,334 ft.), Feldspar Way (542 ft.), Gabbro Gardens Way (1,580 ft.), and Soapstone Pass (374 ft.). Please see attachments for details.

Attachments

Bonds
Plat



Endurance Assurance Corporation
Texas Maintenance Bond

Bond #: EACX4020580

Know all men by these presents:

That we, Dale Lowden Excavating, LLC, hereinafter referred to as the Principal, and, Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, as Surety are held and firmly bound unto Hays County, Texas hereinafter referred to as the Obligor, in the sum of One Hundred Sixteen Thousand Nine Hundred Ninety Seven Dollars and 96/100, \$ 116,997.96, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a written agreement for a project known as Sunset Oaks 2A - Erosion, Drainage, Street Construction on the day of in the year , in accordance with the General Conditions, Drawings, and Specifications mentioned therein, which contract is incorporated herein for the purposes of this agreement.

Now, therefore, the condition of this obligation is such that, if the Principal shall remedy any defects due to faulty materials or workmanship which shall appear within a period of Two (2) from the date of substantial completion, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that the Owner shall give Dale Lowden Excavating, LLC and Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, notice of the observed defects with reasonable promptness.

Signed and sealed this 30 day of August, 2022.

Principal: Dale Lowden Excavating, LLC

By: [Signature]

Name & Title: Scott L. Schnitzler, Partner/CEO

Surety: Endurance Assurance Corporation

By: [Signature]

Name: Scott D. Chapman
(Attorney-in-Fact)





POWER OF ATTORNEY

11221

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Scott D. Chapman, Misty Witt, Rosalyn Hassell, Elaine Lewis, Cheryl R. Colson**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or 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 WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

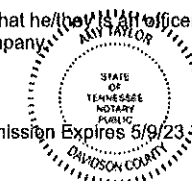
Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30 day of August, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact the company first. If the dispute
is not resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice
is for information only and does not become a part
or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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

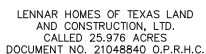
Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

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



LEGEND

P.O.B.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	138	14,656 AC.
OPEN SPACE	1	3,710 AC.
RIGHT-OF-WAY	—	4,260 AC.
TOTAL	139	22,626 AC.

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES
SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY
USING THE COMBINED SCALE FACTOR = 0.99988844

VOL. THE FARMS
1. PGS. 153-154
P.R.H.C.
C.O.S.M. GPS PT. 17
GRID COORDINATES
N 13,850,303.88
E 2,289,665.49
ELEV. 667.82' NAVD88

LOT 1
THE FARMS
VOL. 1, PGS. 153-154
P.R.H.C.

C.O.S.M. GPS PT. 09
GRID COORDINATES:
N 13,851,094.35
E 2,291,476.19
ELEV. 649.73' NAVD88

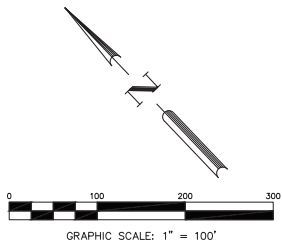
ALAN DALE LOWDEN AND
SHARON LANETTE LOWDEN
CALLED 14.06 ACRES
DOC. NO. 19026798 O.P.R.H.C.

BRIGITTE COMBS
CALLED 15.16 ACRES
DOC. NO. 16011802 O.P.R.H.C.

ALAMO CONCRETE PRODUCTS LTD.
CALLED 36.14 ACRES
VOLUME 2475, PAGE 584 O.P.R.H.C.

BGE, Inc.
San Pedro Ave., Suite 202
San Antonio, TX 78216
581-3600 • www.bgeinc.com
S Registration No. F-1046
Registered Surveying Firm No. 10194490

SHEET 1 OF 5



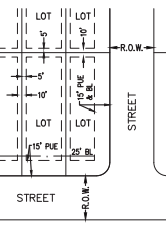
LASALLE HOLDINGS, LTD.
CALLED 811.38 ACRES
DOCUMENT NO. 06011869 O.P.R.H.C.

LEGEND

- N.T.S. NOT TO SCALE
O.P.R.H.C. OFFICIAL PUBLIC RECORDS
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.R.H.C. PLAT RECORDS OF HAYS COUNTY, TEXAS
P.U.E. PUBLIC UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
○ SET 1/2" IRON ROD W/CAP "BGE INC"
● FOUND 1/2" IRON ROD
● FOUND 1/2" IRON ROD W/CAP "CHAPARRAL BOUNDARY"
..... PROPOSED SIDEWALK
(N) BLOCK IDENTIFICATION
- BEST AVAILABLE 100 YEAR FLOODPLAIN
 F.E.M.A. 100 YEAR FLOODPLAIN
 WETLANDS
 SCALE BREAK SYMBOL
 CITY OF SAN MARCOS CONTROL MONUMENT

TYPICAL PUBLIC UTILITY EASEMENTS N.T.S.

AN EASEMENT IS HEREBY DEDICATED FOR THE USE OF PUBLIC UTILITIES, BEING 15 FEET ALONG THE ROAD FRONTAGE LOT LINE OF EACH LOT AND FIVE FEET ALONG THE SIDE AND BACK LOT LINES OF EACH LOT.



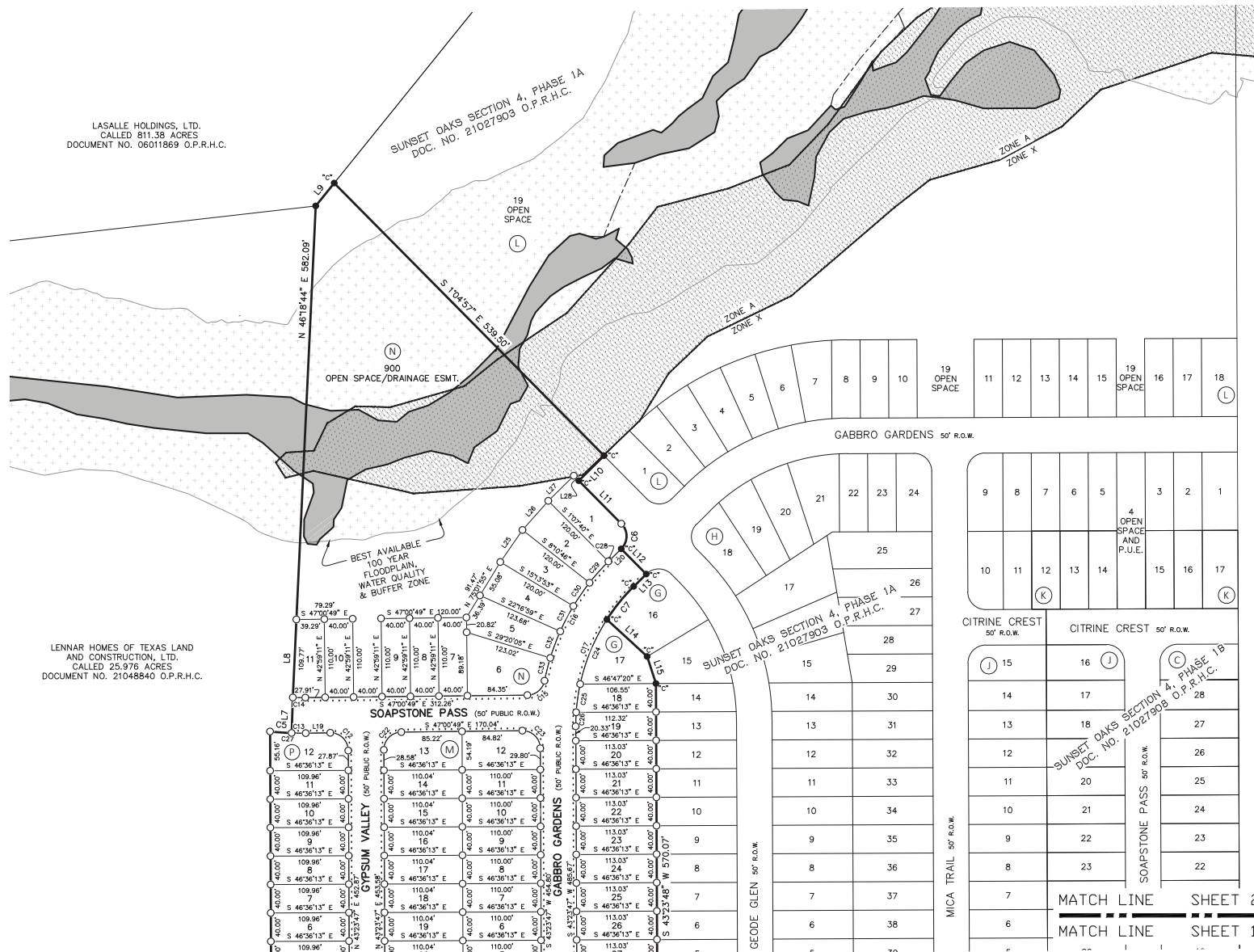
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
CALLED 25.976 ACRES
DOCUMENT NO. 21048840 O.P.R.H.C.

BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 0.99988844

FINAL PLAT SUNSET OAKS SECTION 4, PHASE 2A

A SUBDIVISION OF 22.626 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3500 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

LEGAL DESCRIPTION

FIELD NOTES FOR A 22.626 ACRE TRACT OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS; BEING ALL OF A CALLED 22.626 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 22.626 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found on the easterly right-of-way line of Yarrington Road (County Road 159), (R.O.W. ~ varies) at the most southerly corner of a called 25.976 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd. by said Warranty Deed recorded in Document Number 21048840 of the Official Public Records of Hays County, Texas, being the most westerly corner of SUNSET OAKS SECTION 4, PHASE 1A, a subdivision as recorded in Document Number 21027903 of the Official Public Records of Hays County, Texas; THENCE, N 89° 08' 54" E, departing said right-of-way line, over and across said SUNSET OAKS SECTION 4, PHASE 1A, a distance of 287.06 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on a northeast line of said SUNSET OAKS SECTION 4, PHASE 1A, at the southeast corner of said 25.976 acre tract, for the most westerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing the northeast line of said SUNSET OAKS SECTION 4, PHASE 1A, with the common line between said 25.976 acre tract and said 22.626 acre tract, the following six (6) courses:

- 1) N 46°26'05" E, a distance of 210.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) N 43°23'47" E, a distance of 1,125.35 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve, for a corner of the herein described tract;
- 3) Curving to the left, with a radius of 435.00 feet, an arc length of 30.40 feet, a central angle of 0°40'016", a chord bearing of S 42°23'32" E, and a chord distance of 30.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re-entrant corner of the herein described tract;
- 4) N 45°36'38" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 5) N 46°13'59" E, a distance of 109.77 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 6) N 46°18'44" E, a distance of 582.09 feet to a 1/2-inch iron rod found at a common angle point of the remainder of the 199.17 acre tract and a called 811.38 acre tract of land as conveyed unto LaSalle Holdings, LTD in Document Number 06011869 of the Official Public Records of Hays County, Texas, for an angle point of the herein described tract;

THENCE, N 82°34'22" E, coincident with said common line, a distance of 41.34 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the common corner of said 22.626 acre tract and said SUNSET OAKS SECTION 4, PHASE 1A, for the north corner of the herein described tract;

THENCE, departing said common line coincident with the common line of the 22.626 acre tract and said SUNSET OAKS SECTION 4, PHASE 1A, the following twenty-three (23) courses:

- 1) S 01°04'57" E, a distance of 539.50 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a corner of the herein described tract;
- 2) S 88°55'03" W, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re-entrant corner of the herein described tract;
- 3) S 01°04'57" E, a distance of 85.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 4) Curving to the right, with a radius of 25.00 feet, an arc length of 39.28 feet, a central angle of 90°00'54", a chord bearing of S 43°55'03" W, and a chord distance of 35.36 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the end of this curve;

- 5) S 01°04'57" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a corner of the herein described tract;
- 6) S 88°55'03" W, a distance of 24.78 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of curvature of the herein described tract;
- 7) Curving to the left, with a radius of 275.00 feet, an arc length of 59.97 feet, a central angle of 12°29'41", a chord bearing of S 82°40'12" W, and a chord distance of 59.85 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the end of this curve;
- 8) S 03°51'09" E, a distance of 76.77 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for an angle point of the herein described tract;
- 9) S 25°36'38" W, a distance of 40.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for an angle point of the herein described tract;
- 10) S 43°23'48" W, a distance of 570.07 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for an angle point of the herein described tract;
- 11) S 46°49'50" W, a distance of 50.10 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 12) S 43°23'48" W, a distance of 782.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 13) N 46°21'43" W, a distance of 85.12 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of curvature of the herein described tract;
- 14) Curving to the right, with a radius of 25.00 feet, an arc length of 39.18 feet, a central angle of 89°47'18", a chord bearing of N 01°28'57" W, and a chord distance of 35.29 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of tangency of the herein described tract;
- 15) N 43°23'48" E, a distance of 0.42 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re-entrant corner of the herein described tract;
- 16) N 46°36'12" W, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the beginning of a non-tangent curve, for a re-entrant corner of the herein described tract;
- 17) Curving to the right, with a radius of 25.00 feet, an arc length of 39.38 feet, a central angle of 90°14'32", a chord bearing of S 88°31'03" W, and a chord distance of 35.43 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of tangency of the herein described tract;
- 18) N 46°21'43" W, a distance of 170.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 19) Curving to the right, with a radius of 25.00 feet, an arc length of 39.18 feet, a central angle of 89°47'19", a chord bearing of N 01°28'57" W, and a chord distance of 35.29 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 20) N 43°23'48" E, a distance of 0.42 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 21) N 46°36'12" W, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a re-entrant corner of the herein described tract;
- 22) Curving to the right, with a radius of 25.00 feet, an arc length of 39.38 feet, a central angle of 90°14'32", a chord bearing of S 88°31'03" W, and a chord distance of 35.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 23) N 46°21'43" W, a distance of 95.99 feet to the POINT OF BEGINNING and containing 22.626 acres of land, more or less.

FINAL PLAT SUNSET OAKS SECTION 4, PHASE 2A

A SUBDIVISION OF 22.626 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., ACTING BY AND THROUGH KEVIN PAPE, AUTHORIZED AGENT, BEING OWNER OF A 22.626 ACRE TRACT OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 22.626 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON;

DO HEREBY ADOPT THIS PLAT DESIGNATING THE 22.626 ACRE TRACT AS SUNSET OAKS SECTION 4, PHASE 2A

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS AND PUBLIC PLACES SHOWN HEREON UNLESS OTHERWISE INDICATED EITHER BY PLAT OR SEPARATE INSTRUMENT,

AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS ____ DAY OF _____, 20____

KEVIN PAPE, AUTHORIZED AGENT
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 N. FM 620, BUILDING B, SUITE 150
AUSTIN, TX 78717

STATE OF TEXAS:
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOE STUFFORD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE, INC. ON THE GROUND ON MARCH 3, 2021, AND THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS UPON COMPLETION OF CONSTRUCTION.

PRELIMINARY PENDING FINAL REVIEW

DION P. ALBERTSON, R.P.L.S. NO. 4963 _____ DATE _____
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

ENGINEER'S CERTIFICATION:

I, CHELSEA OSBOURN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0478F AND 48209C0479F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

PRELIMINARY PENDING FINAL REVIEW

CHELSEA OSBOURN, P.E. NO. 140080

ENGINEERING BY:
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216
210-581-3600
TEXAS REGISTERED ENGINEERING FIRM F-1046

CITY OF SAN MARCOS:
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE ____ DAY OF _____, 20____
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

CHAIRMAN _____ DATE _____ RECORDING SECRETARY _____ DATE _____

APPROVED:

DIRECTOR OF PLANNING AND DATE
DEVELOPMENT SERVICES DEPARTMENT

ENGINEERING DATE
AND CAPITAL IMPROVEMENTS

HAYS COUNTY:
CERTIFICATE OF APPROVAL:

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/WASTEWATER NOTE:

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

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

GENERAL NOTES:

1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET MAXWELL W.S.C. SPECIFICATIONS.
2. TYPICAL LOT SIZE: 40'x110'
3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
4. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BGE, INC., DATED SEPTEMBER 29, 2021 FOR SUNSET OAKS PRE AND POST DEVELOPMENT FLOWS.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705, SUBCHAPTER 8.03.
7. THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY E.S.D. #5 AND HAYS C.I.S.D.
9. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY AND ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: CLAYSTONE TRAIL, GABBRIO GARDENS, FELDSPAR WAY AND GYPSUM VALLEY. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0419F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
12. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
13. UTILITY PROVIDER INFORMATION:
WATER: MAXWELL W.S.C.
SEWER: AQUA TEXAS, INC.
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
14. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS E.T.J.
15. LOT 900, BLOCK N IS AN OPEN SPACE AND DRAINAGE EASEMENT. THIS LOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
16. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER. ADDITIONALLY, HAYS COUNTY COMMISSIONER COURT APPROVED VARIANCE ON DECEMBER 11, 2018 FOR LOT SIDE SETBACK AND DRIVEWAY SPACING.
16. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. PARK DEVELOPMENT FEE HAS BEEN ADDRESSED IN P.I.C.P. PERMIT #2020-33005.
19. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
20. NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
21. THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
22. ALL ROADWAYS ARE TO BE DEDICATED TO HAYS COUNTY UPON COMPLETION.
23. DATE OF PREPARATION: JUNE 10, 2021.
24. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

THE STATE OF TEXAS

COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D. 20____ AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT ____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____ AD.

BY _____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

FINAL PLAT
SUNSET OAKS
SECTION 4,
PHASE 2A

A SUBDIVISION OF 22.626 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #EACX4027598 in the amount of \$177,239.50 and acceptance of the roads into the County Road Maintenance System for Sunset Oaks subd., Section 4, Phase 2B. **INGALSBE/AJONES**

Summary

Staff recommends acceptance of these roads into the County Road Maintenance System. Roads include: Amber Glen (1,358 ft.), Feldspar Way (417 ft.), Agate Cliff Drive (1,497 ft.), and Soapstone Pass (791 ft.). Please see attachments for details.

Attachments

Bonds
Plat

Endurance Assurance Corporation
Texas Maintenance BondBond #: EACX4027598

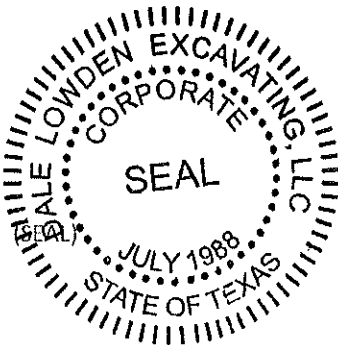
Know all men by these presents:

That we, Dale Lowden Excavating LLC, hereinafter referred to as the Principal, and, Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, as Surety are held and firmly bound unto Hays County hereinafter referred to as the Oblige, in the sum of One Hundred Seventy Seven Thousand Two Hundred Thirty Nine Dollars and 50/100, \$ 177,239.50, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a written agreement for a project known as Sunset Oaks 2B - Erosion, Drainage and Street Construction on the day of in the year , in accordance with the General Conditions, Drawings, and Specifications mentioned therein, which contract is incorporated herein for the purposes of this agreement.

Now, therefore, the condition of this obligation is such that, if the Principal shall remedy any defects due to faulty materials or workmanship which shall appear within a period of Two (2) from the date of substantial completion, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that the Owner shall give Dale Lowden Excavating LLC and Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, notice of the observed defects with reasonable promptness.

Signed and sealed this 9 day of September, 2022.

Principal: Dale Lowden Excavating LLC

By: _____

Name & Title: Susan Schnabel, Partner/CEOSurety: Endurance Assurance Corporation

By: _____

Name: Scott D. Chapman, Attorney-in-Fact
(Attorney-in-Fact)



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Scott D. Chapman, Misty Witt, Rosalyn Hassell, Elaine Lewis, Cheryl R. Colson**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

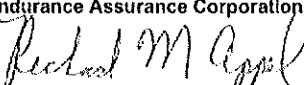
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

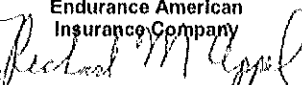
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

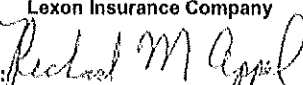
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: 
Richard Appel, SVP & Senior Counsel

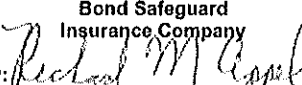


Endurance American Insurance Company
By: 
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: 
Richard Appel, SVP & Senior Counsel

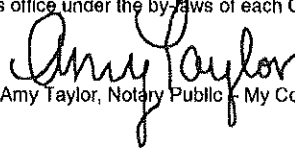


Bond Safeguard Insurance Company
By: 
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

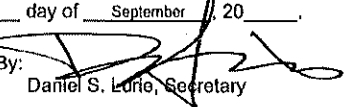
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9 day of September, 20 .

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact the company first. If the dispute
is not resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice
is for information only and does not become a part
or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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

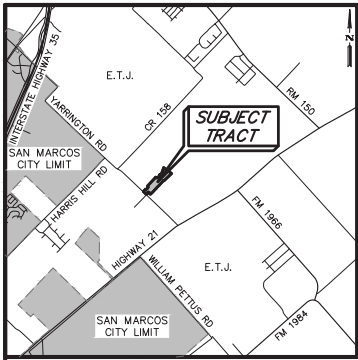
Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

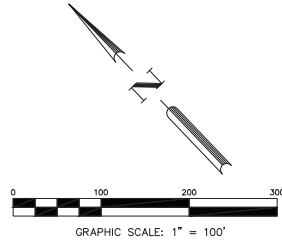
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

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



MATCH LINE SHEET 2
MATCH LINE SHEET 1



LEGEND

- NO. NUMBER
N.T.S. NOT TO SCALE
O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.U.E. PUBLIC UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
SET 1/2" IRON ROD W/CAP "BGE INC"
FOUND 1/2" IRON ROD
FOUND 1/2" IRON ROD W/CAP "CHAPARRAL BOUNDARY"
PROPOSED SIDEWALK
BLOCK IDENTIFICATION
BEST AVAILABLE 100 YEAR FLOODPLAIN
F.E.M.A. 100 YEAR FLOODPLAIN
WETLANDS
SCALE BREAK SYMBOL
CITY OF SAN MARCOS CONTROL MONUMENT

STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH	STREET CLASSIFICATION
AMBER GLEN	VARIES	1,358 FT.	MINOR COLL./URBANIZED LOCAL ROADWAY
FELDSPAR WAY	50 FT.	417 FT.	URBANIZED LOCAL ROADWAY
AGATE CLIFF DRIVE	50 FT.	1,497 FT.	URBANIZED LOCAL ROADWAY
SOAPSTONE PASS	50 FT.	791 FT.	URBANIZED LOCAL ROADWAY
TOTAL LINEAR FEET		4,063 FT.	URBANIZED LOCAL ROADWAY

LAND USE SCHEDULE

DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	133	14.395 AC.
OPEN SPACE	1	6.507 AC.
RIGHT-OF-WAY	-	4.811 AC.
RIGHT-OF-WAY DEDICATION	-	0.263 AC.
TOTAL	134	25.976 AC.

BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 0.99988844.

FINAL PLAT SUNSET OAKS SECTION 4, PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

KYLE THREE PARTNERS, LP
REMAINDER OF A CALLED 199.17 ACRES
VOLUME 2940, PAGE 201 O.P.R.H.C.

WILLIAM HEMPHILL
SURVEY, A-221

30' TREATED WATER
PIPELINE EASEMENT
VOLUME 2024, PAGE 438
O.P.R.H.C.

WHISPER MASTER COMMUNITY LIMITED
PARTNERSHIP
(TRACT 2)
CALLED 102.748 ACRES
DOC. NO. 16013079 O.P.R.H.C.

THE FARMS
VOL. 1, PGS. 153-154
P.R.H.C.

C.O.S.M.
GPS PT. 17
GRID COORDINATES:
N 13,850,303.88
E 2,289,665.49
ELEV. 667.82'
NAVD88

C.O.S.M.
GPS PT. 09
GRID COORDINATES:
N 13,851,094.35
E 2,291,476.19
ELEV. 649.73'
NAVD88

LOT 1
EMILIO ERNEST BARROS AND
NORMA GONZALES
VOL. 3432, PG. 169
O.P.R.H.C.

THE FARMS
VOL. 1, PGS. 153-154
P.R.H.C.

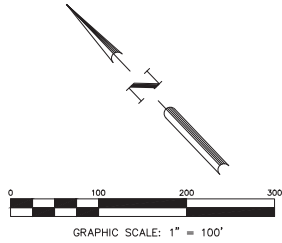
SOAPSTONE PASS (50' R.O.W.)
DOC. NO. 21027903 O.P.R.H.C.

YARRINGTON ROAD (COUNTY ROAD 159)
(R.O.W. VARIES)
NO REFERENCE FOUND

ALAN DALE LOWDEN AND
SHARON LANETTE LOWDEN
CALLED 14.06 ACRES
DOC. NO. 19026798 O.P.R.H.C.



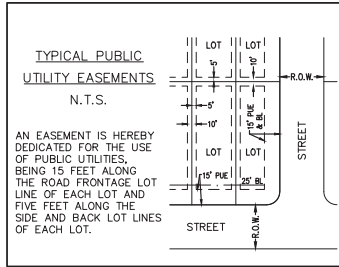
BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3500 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490



LASALLE HOLDINGS, LTD.
CALLED 811.38 ACRES
DOCUMENT NO. 06011869 O.P.R.H.C.

LEGEND

- NO. NUMBER
- N.T.S. NOT TO SCALE
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
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- R.O.W. RIGHT-OF-WAY
- SET 1/2" IRON ROD W/CAP "BGE INC"
- FOUND 1/2" IRON ROD
- FOUND 1/2" IRON ROD W/CAP "CHAPARRAL BOUNDARY"
- ⋯ PROPOSED SIDEWALK
- ⋯ BLOCK IDENTIFICATION
- ⋯ BEST AVAILABLE 100 YEAR FLOODPLAIN
- ⋯ F.E.M.A. 100 YEAR FLOODPLAIN
- ⋯ WETLANDS
- ⋯ SCALE BREAK SYMBOL



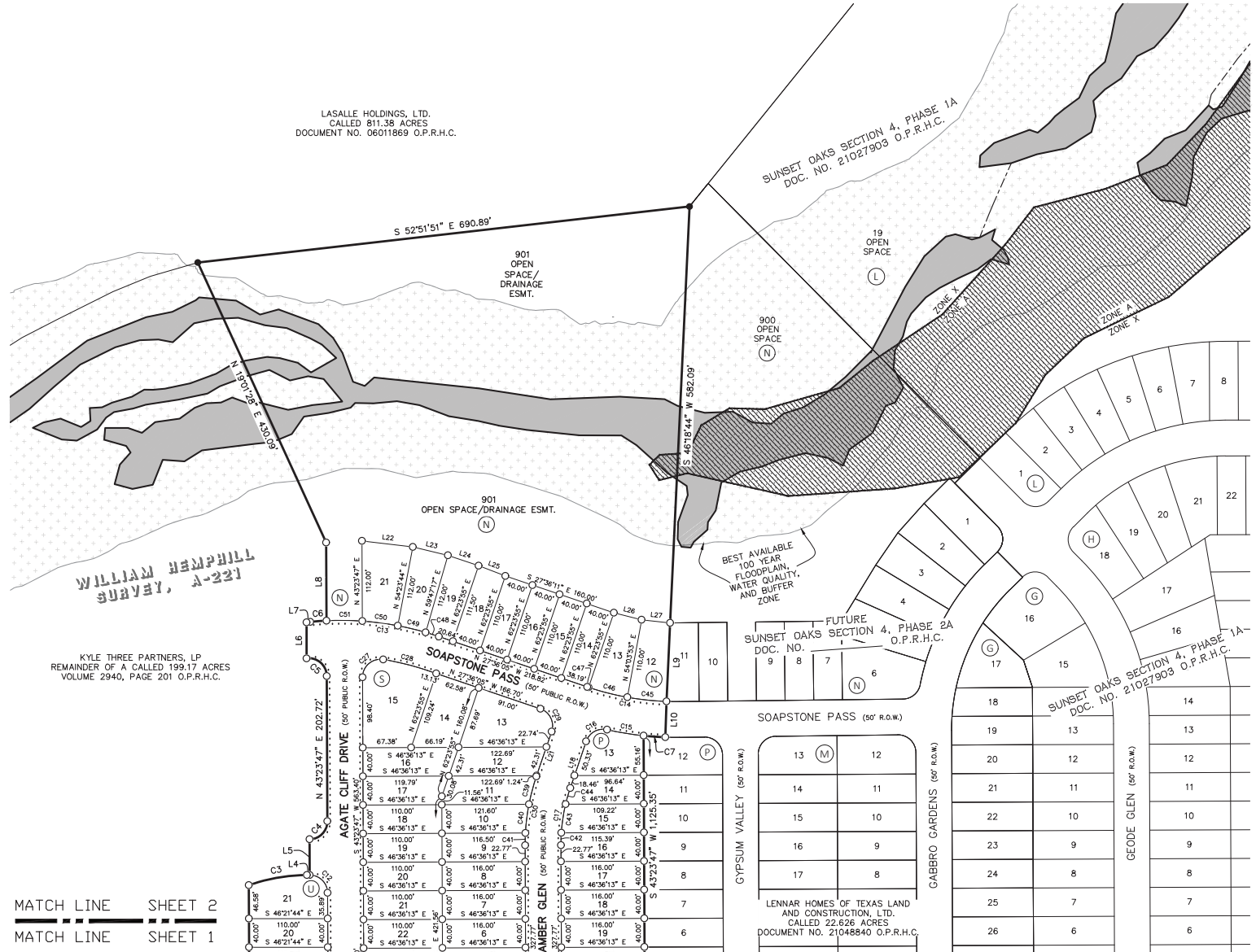
BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 0.999988844.

MATCH LINE SHEET 2
MATCH LINE SHEET 1

FINAL PLAT SUNSET OAKS SECTION 4, PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
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Tel: 210-581-3500 • www.bgeinc.com
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TBPELS Licensed Surveying Firm No. 10194490

LOT AREA TABLE				LOT AREA TABLE				LOT AREA TABLE				LOT AREA TABLE				LOT AREA TABLE				LOT AREA TABLE				LOT AREA TABLE				LOT AREA TABLE								
LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	LOT	BLOCK	ACRES	SQUARE FEET	
12	N	0.120	5,242	20	O	0.123	5,361	13	P	0.119	5,174	1	Q	0.139	6,069	1	R	0.144	6,286	20	R	0.101	4,400	1	S	0.130	5,666	15	S	0.231	10,069	1	U	0.123	5,365	
13	N	0.122	5,299	21	O	0.101	4,400	14	P	0.095	4,132	2	Q	0.101	4,406	2	R	0.119	5,172	21	R	0.123	5,366	2	S	0.107	4,640	16	S	0.116	5,067	2	U	0.101	4,400	
14	N	0.101	4,400	22	O	0.101	4,400	15	P	0.104	4,515	3	Q	0.101	4,406	3	R	0.119	5,179	22	R	0.123	5,366	3	S	0.107	4,640	17	S	0.104	4,539	3	U	0.101	4,400	
15	N	0.101	4,400	23	O	0.101	4,400	16	P	0.106	4,637	4	Q	0.101	4,406	4	R	0.119	5,186	23	R	0.101	4,400	4	S	0.107	4,640	18	S	0.101	4,400	4	U	0.101	4,400	
16	N	0.101	4,400	24	O	0.101	4,400	17	P	0.107	4,640	5	Q	0.101	4,405	5	R	0.146	6,374	24	R	0.101	4,400	5	S	0.107	4,640	19	S	0.101	4,400	5	U	0.101	4,400	
17	N	0.101	4,400	25	O	0.101	4,400	18	P	0.107	4,640	6	Q	0.101	4,405	6	R	0.102	4,440	25	R	0.101	4,400	6	S	0.107	4,640	20	S	0.101	4,400	6	U	0.101	4,400	
18	N	0.102	4,430	26	O	0.101	4,400	19	P	0.107	4,640	7	Q	0.101	4,400	7	R	0.103	4,475	26	R	0.101	4,400	7	S	0.107	4,640	21	S	0.101	4,400	7	U	0.101	4,400	
19	N	0.109	4,746	27	O	0.101	4,400	20	P	0.107	4,640	8				8	R	0.102	4,450	27	R	0.101	4,400	8	S	0.107	4,640	22	S	0.101	4,400	8	U	0.101	4,400	
20	N	0.116	5,050	28	O	0.101	4,400	21	P	0.107	4,640	9				9	R	0.101	4,400	28	R	0.101	4,400	9	S	0.107	4,643	23	S	0.101	4,400	9	U	0.101	4,400	
21	N	0.155	6,739	29	O	0.101	4,400	22	P	0.107	4,640	10				10	R	0.101	4,400	29	R	0.101	4,400	10	S	0.109	4,744	24	S	0.101	4,400	10	U	0.101	4,400	
901	N	6.507	283,437	30	O	0.101	4,400	23	P	0.107	4,640	11				11	R	0.101	4,400	30	R	0.101	4,400	11	S	0.113	4,922	25	S	0.101	4,400	11	U	0.101	4,400	
				31	O	0.101	4,400	24	P	0.130	5,667	12				12	R	0.101	4,400	31	R	0.101	4,400	12	S	0.113	4,907	26	S	0.101	4,400	12	U	0.101	4,400	
				32	O	0.101	4,400					13				13	R	0.101	4,400	32	R	0.101	4,400	13	S	0.177	7,721	27	S	0.123	5,366	13	U	0.101	4,400	
				33	O	0.101	4,415					14				14	R	0.101	4,400	33	R	0.101	4,400	14	S	0.141	6,162					14	U	0.101	4,400	
				34	O	0.103	4,470					15				15	R	0.101	4,400	34	R	0.101	4,401									15	U	0.101	4,400	
				35	O	0.104	4,549					16				16	R	0.101	4,400	35	R	0.100	4,372									16	U	0.101	4,400	
				36	O	0.106	4,636					17				17	R	0.101	4,400	36	R	0.100	4,369									17	U	0.101	4,400	
				37	O	0.108	4,722					18				18	R	0.101	4,400	37	R	0.101	4,406									18	U	0.101	4,400	
				38	O	0.134	5,832					19				19	R	0.101	4,400													19	U	0.101	4,400	
																																	20	U	0.101	4,400
																																	21	U	0.142	6,168

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 46°21'40" E	13.49'
L2	N 43°36'14" E	50.00'
L3	N 46°21'44" W	81.40'
L4	S 46°36'13" E	3.79'
L5	N 43°23'47" E	50.00'
L6	N 43°38'16" E	50.37'
L7	S 52°30'10" E	5.33'
L8	N 43°23'47" E	109.17'
L9	S 46°13'59" W	109.77'
L10	S 45°36'38" W	50.00'
L11	N 46°21'43" W	94.09'
L12	N 40°30'03" W	62.01'
L13	S 49°29'58" W	11.50'
L14	N 46°21'43" W	11.67'
L15	S 43°38'17" W	50.01'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	S 49°29'58" W	124.24'
L17	N 46°21'44" W	3.50'
L18	N 62°23'55" E	68.79'
L19	N 46°36'13" W	91.00'
L20	S 46°36'13" E	85.00'
L21	N 62°23'55" E	66.29'
L22	S 39°36'53" E	71.43'
L23	N 32°54'30" W	50.52'
L24	N 27°40'21" W	45.09'
L25	N 25°27'20" W	40.03'
L26	N 32°08'44" W	39.96'
L27	N 40°08'45" W	39.98'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	36.71'	25.00'	84°08'24"	S 88°25'51" E	33.50'
C2	41.83'	25.00'	95°51'40"	N 01°34'07" E	37.12'
C3	82.77'	245.00'	19°21'25"	S 56°16'55" E	82.38'
C4	39.27'	25.00'	90°00'00"	N 88°23'47" E	35.36'
C5	42.38'	25.00'	97°07'47"	N 05°10'07" W	37.49'
C6	22.64'	425.00'	3°03'10"	S 50°37'01" E	22.64'
C7	30.40'	435.00'	4°00'16"	N 42°23'32" W	30.40'
C8	41.83'	25.00'	95°52'21"	N 01°34'08" E	37.12'
C9	36.72'	25.00'	84°09'54"	N 88°25'52" W	33.51'
C10	43.26'	25.04'	98°59'46"	S 00°00'01" W	38.08'
C11	39.38'	25.00'	90°14'29"	N 88°31'02" E	35.43'
C12	39.27'	25.00'	90°00'00"	N 01°36'13" W	35.36'
C13	159.40'	425.00'	21°29'21"	N 38°20'45" W	158.47'
C14	112.85'	385.00'	16°47'38"	S 35°59'54" E	112.44'
C15	51.74'	435.00'	6°48'51"	S 36°58'59" E	51.70'
C16	36.66'	25.00'	84°01'32"	N 75°35'19" W	33.46'
C17	81.25'	245.00'	19°00'08"	S 52°53'51" W	80.88'
C18	39.27'	25.00'	90°00'00"	S 01°36'13" E	35.36'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C19	39.27'	25.00'	90°00'00"	S 88°23'47" W	35.36'
C20	67.21'	631.00'	6°06'10"	N 46°26'52" E	67.18'
C21	60.61'	569.00'	6°06'10"	N 46°26'52" E	60.58'
C22	39.27'	25.00'	90°00'00"	N 01°36'13" W	35.36'
C23	39.27'	25.00'	90°00'00"	S 88°23'47" W	35.36'
C24	66.57'	625.00'	6°06'10"	N 46°26'52" E	66.54'
C25	41.83'	25.00'	95°51'36"	S 01°34'09" W	37.12'
C26	39.27'	25.00'	90°00'00"	S 01°36'13" E	35.36'
C27	43.33'	25.00'	99°17'58"	N 86°57'14" W	38.11'
C28	63.50'	375.00'	9°42'10"	N 32°27'10" W	63.43'
C29	39.27'	25.00'	90°00'00"	N 17°23'55" E	35.36'
C30	97.84'	295.00'	19°00'08"	S 52°53'51" W	97.39'
C31	39.27'	25.00'	90°00'00"	N 88°23'47" E	35.36'
C32	28.79'	631.00'	2°36'51"	N 48°11'31" E	28.79'
C33	38.42'	631.00'	3°29'19"	N 45°08'26" E	38.41'
C34	21.90'	569.00'	2°12'19"	N 48°23'47" E	21.90'
C35	38.71'	569.00'	3°53'51"	N 45°20'42" E	38.70'
C36	12.50'	625.00'	1°08'45"	N 43°58'09" E	12.50'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C37	40.06'	625.00'	3°40'21"	N 46°22'42" E	40.05'
C38	14.01'	625.00'	1°17'04"	N 48°51'25" E	14.01'
C39	40.24'	295.00'	7°48'59"	S 58°29'26" W	40.21'
C40	40.36'	295.00'	7°50'17"	S 50°39'48" W	40.32'
C41	17.24'	295.00'	3°20'53"	S 45°04'13" W	17.24'
C42	17.24'	245.00'	4°01'56"	S 45°24'45" W	17.24'
C43	40.52'	245.00'	9°28'33"	S 52°10'00" W	40.47'
C44	23.49'	245.00'	5°29'39"	S 59°39'06" W	23.48'
C45	55.04'	385.00'	8°11'25"	S 40°18'00" E	54.99'
C46	56.00'	385.00'	8°20'02"	S 32°02'16" E	55.95'
C47	1.81'	385.00'	0°16'10"	S 27°44'10" E	1.81'
C48	19.36'	425.00'	2°36'38"	N 28°54'24" W	19.36'
C49	40.00'	425.00'	5°23'33"	N 32°54'30" W	39.99'
C50	50.00'	425.00'	6°44'26"	N 38°58'29" W	49.97'
C51	50.03'	425.00'	6°44'43"	N 45°43'04" W	50.01'

FINAL PLAT
SUNSET OAKS
SECTION 4,
PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



BGE, Inc.
8330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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LEGAL DESCRIPTION

FIELD NOTES FOR A 25.976 ACRE TRACT OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS; BEING ALL OF A CALLED 25.976 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 25.976 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found on the easterly right-of-way line of Yarrington Road (County Road 159), (R.O.W. ~ varies) at the most southerly corner of said 25.976 acre tract, being the most westerly corner of SUNSET OAKS SECTION 4, PHASE 1A, a subdivision as recorded in Document Number 21027903 of the Official Public Records of Hays County, Texas, for the most southerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 45°48'22" W, coincident with the easterly right-of-way line of said Yarrington Road, a distance of 286.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the most southerly corner of the remainder of a called 199.17 acre tract of land as conveyed unto Kyle Three Partners, LP by General Warranty Deed recorded in Volume 2940, Page 201 of the Official Public Records of Hays County, Texas, for the southwest corner of the herein described tract;

THENCE, departing said right-of-way line, coincident with the southeast line of the remainder of the 199.17 acre tract and northwest line of said 25.976 acre tract, the following nineteen (19) courses:

- 1) N 43°38'16" E, a distance of 198.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 2) S 46°21'40" E, a distance of 13.49 feet to 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 3) Curving to the left, with a radius of 25.00 feet, an arc length of 36.71 feet, a central angle of 84°08'24", a chord bearing of S 88°25'51" E, and a chord distance of 33.50 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 4) N 49°29'57" E, a distance of 170.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 5) Curving to the left, with a radius of 25.00 feet, an arc length of 41.83 feet, a central angle of 95°51'40", a chord bearing of N 01°34'07" E and a chord distance of 37.12 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a corner of the herein described tract;
- 6) N 43°36'14" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 7) N 46°21'44" W, a distance of 81.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 8) N 43°23'47" E, a distance of 856.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve, for a corner of the herein described tract;
- 9) Curving to the right, with a radius of 245.00 feet, an arc length of 82.77 feet, a central angle of 19°21'25", a chord bearing of S 56°16'55" E, and a chord distance of 82.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
- 10) S 46°36'13" E, a distance of 3.79 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 11) N 43°23'47" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve, for a corner of the herein described tract;
- 12) Curving to the left, with a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", a chord bearing of N 88°23'47" E, and a chord distance of 35.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 13) N 43°23'47" E, a distance of 202.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
- 14) Curving to the left, with a radius of 25.00 feet, an arc length of 42.38 feet, a central angle of 97°07'47", a chord bearing of N 05°10'07" W, and a chord distance of 37.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a corner of the herein described tract;
- 15) N 43°38'16" E, a distance of 50.37 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 16) S 52°30'10" E, a distance of 5.33 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

- 17) Curving to the right, with a radius of 425.00 feet, an arc length of 22.64 feet, a central angle of 03°03'10", a chord bearing of S 50°37'01" E, and a chord distance of 22.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re-entrant corner of the herein described tract;
 - 18) N 43°23'47" E, a distance of 109.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
 - 19) N 19°01'28" E, a distance of 430.09 feet to a 1/2-inch iron rod found on the common line of the remainder of the 199.17 acre tract and a called 811.38 acre tract of land as conveyed unto LaSalle Holdings, LTD in Document Number 06011869 of the Official Public Records of Hays County, Texas, at the northwest corner of said 25.976 acre tract, for the northwest corner of the herein described tract;
- THENCE, S 52°51'51" E, coincident with said common line, a distance of 690.89 feet to a 1/2-inch iron rod found at a common corner of said 25.976 acre tract and said 811.38 acre tract, at the northwest corner of a called 22.626 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd., in Document Number 21048840 of the Official Public Records of Hays County, Texas, for the northeast corner of the herein described tract;
- THENCE, departing said common line, coincident with the northwest line of said 22.626 acre tract and the southeast line of said 25.976 acre tract, the following six (6) courses:
- 1) S 46°18'44" W, a distance of 582.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
 - 2) S 46°13'59" W, a distance of 109.77 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
 - 3) S 45°36'38" W, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve, for a corner of the herein described tract;
 - 4) Curving to the right, with a radius of 435.00 feet, an arc length of 30.40 feet, a central angle of 04°00'16", a chord bearing of N 42°23'32" W, and a chord distance of 30.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re-entrant corner of the herein described tract;
 - 5) S 43°23'47" W, a distance of 1,125.35 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
 - 6) S 46°26'05" W, a distance of 210.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on a northeast line of said SUNSET OAKS SECTION 4, PHASE 1A, at the southwest corner of said 22.626 acre tract, at the southeast corner of said 25.976 acre tract, for the southeast corner of the herein described tract;
- THENCE, coincident with the common line of SUNSET OAKS SECTION 4, PHASE 1A and the 25.976 acre tract, the following nine (9) courses:
- 1) N 46°21'43" W, a distance of 94.09 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of curvature of the herein described tract;
 - 2) Curving to the right, with a radius of 25.00 feet, an arc length of 41.83 feet, a central angle of 95°52'21", a chord bearing of N 01°34'08" E, and a chord distance of 37.12 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the end of this curve for a re-entrant corner of the herein described tract;
 - 3) N 40°30'03" W, a distance of 62.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re-entrant corner of the herein described tract;
 - 4) S 49°29'58" W, a distance of 11.50 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the beginning of a non-tangent curve of the herein described tract;
 - 5) Curving to the right, with a radius of 25.00 feet, an arc length of 36.72 feet, a central angle of 84°09'54", a chord bearing of N 88°25'52" W, and a chord distance of 33.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
 - 6) N 46°21'43" W, a distance of 11.67 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re-entrant corner of the herein described tract;
 - 7) S 43°38'17" W, a distance of 50.01 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the beginning of a non-tangent curve, for a re-entrant corner of the herein described tract;
 - 8) Curving to the right, with a radius of 25.04 feet, an arc length of 43.26 feet, a central angle of 98°59'46", a chord bearing of S 00°00'01" W, and a chord distance of 38.08 feet to 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
 - 9) S 49°29'58" W, a distance of 124.24 feet to the POINT OF BEGINNING and containing 25.976 acres of land, more or less.

FINAL PLAT
SUNSET OAKS
SECTION 4,
PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



BGE, Inc.
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Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., ACTING BY AND THROUGH KEVIN PAPE, AUTHORIZED AGENT, BEING OWNER OF A 25.976 ACRE TRACT OF LAND OUT OF THE THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 25.976 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON;

DO HEREBY ADOPT THIS PLAT DESIGNATING THE 25.976 ACRE TRACT AS SUNSET OAKS SECTION 4, PHASE 2B

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS AND PUBLIC PLACES SHOWN HEREON UNLESS OTHERWISE INDICATED EITHER BY PLAT OR SEPARATE INSTRUMENT,

AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS ____ DAY OF _____, 20____

KEVIN PAPE, AUTHORIZED AGENT
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 N. FM 620, BUILDING B, SUITE 150
AUSTIN, TX 78717

STATE OF TEXAS:
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED KEVIN PAPE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE INC. ON THE GROUND ON MARCH 3, 2021, AND THE CORNER MONUMENTS SHOWN THEREON AS "SET" WILL BE PROPERLY PLACED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS UPON COMPLETION OF CONSTRUCTION.

PRELIMINARY PENDING FINAL REVIEW

DION P. ALBERTSON, R.P.L.S. NO. 4963 DATE
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

ENGINEER'S CERTIFICATION:

I, CHELSEA OSBOURN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0478F AND 48209C0479F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

PRELIMINARY PENDING FINAL REVIEW

CHELSEA OSBOURN, P.E. NO. 140080

ENGINEERING BY:
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216
210-581-3600
TEXAS REGISTERED ENGINEERING FIRM F-1046

CITY OF SAN MARCOS:
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE ____ DAY OF _____, 20____
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

CHAIRMAN DATE RECORDING SECRETARY DATE

APPROVED:

DIRECTOR OF PLANNING AND DATE
DEVELOPMENT SERVICES DEPARTMENT

ENGINEERING DATE
AND CAPITAL IMPROVEMENTS

HAYS COUNTY:
CERTIFICATE OF APPROVAL:

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/WASTEWATER NOTE:

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

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

GENERAL NOTES:

- FIRE HYDRANT SPACING AND WATER FLOW WILL MEET MAXWELL W.S.C. SPECIFICATIONS.
- TYPICAL LOT SIZE: 40'x110'
- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BGE, INC., DATED SEPTEMBER 26, 2021 FOR SUNSET OAKS PRE AND POST DEVELOPMENT FLOWS.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENTS OF HAYS COUNTY UNDER CHAPTER 751.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705, SUBCHAPTER 8.03.
- THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
- THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY E.S.D. #5 AND HAYS C.I.S.D.
- A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY AND ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
- PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: CLAYSTONE TRAIL, GABBRO GARDENS, FELDSPAR WAY AND GYPSUM VALLEY. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
- FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0419F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
- THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
- UTILITY PROVIDER INFORMATION:
WATER: MAXWELL W.S.C.
SEWER: AQUA TEXAS, INC.
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
- THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS E.T.J.
- LOT 901, BLOCK N IS AN OPEN SPACE LOT AND DRAINAGE EASEMENT. THIS LOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER. ADDITIONALLY, HAYS COUNTY COMMISSIONER COURT APPROVED VARIANCE ON DECEMBER 11, 2018 FOR LOT SIDE SETBACK AND DRIVEWAY SPACING.
- DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- PARK DEVELOPMENT FEE HAS BEEN ADDRESSED IN P.I.C.P. PERMIT #2020-33005.
- SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
- NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
- THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
- ALL ROADWAYS ARE TO BE DEDICATED TO HAYS COUNTY UPON COMPLETION
- DATE OF PREPARATION JULY 7, 2021.
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.
- A BIKE LANE/SIDEWALK WILL BE INCLUDED ALONG YARRINGTON ROAD PER THE CITY OF SAN MARCOS THOROUGHFARE PLAN.

THE STATE OF TEXAS

COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D. 20____ AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT ____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____ AD.

BY _____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS



BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

FINAL PLAT SUNSET OAKS SECTION 4, PHASE 2B



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 1 (2026-PSA-74) between Hays County and Cobb Fendley & Associates, Inc. for the Hillside Terrace Safety (FM 2001 Left Turn Lane) project at the intersection of Hillside Terrace and FM 2001 in Precinct 2. **COHEN/AJONES**

Summary:

This contract amendment increases the compensation cap to the original Professional Services Agreement (PSA) executed April 28, 2026, between Hays County and Cobb Fendley & Associates, Inc. from \$64,030.00 to \$224,756.00 for the purpose of funding Work Authorization No. 2 for Hillside Terrace - FM 2001 intersection improvements, which consist of utility coordination services for a left turn lane on FM 2001 and a proposed traffic signal at the intersection. The utility coordination services for Work Authorization No. 2 reflect the proposed improvements staying within existing right-of-way.

Fiscal Impact:

Amount Requested: \$160,726.00

Line Item Number: 036-802-96-648.5623_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 approved by Commissioners County 10.28.25

Auditor's Office:

G/L Account Validated Y/N?: Yes, Utility Relocation Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

Hillside Terrace-CFA-UC--Amendment 1

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD IMPROVEMENT PROJECT:

HILLSIDE TERRACE SAFETY (FM 2001 LEFT TURN LANE) (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective April 28, 2026 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$64,030.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$64,030.00 to \$224,756.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

2



Hays County Commissioners Court

Date: 06/23/2026

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-54) between Hays County and BGE, Inc. to provide utility coordination services for the Old Kyle Road project in Precinct 3.
HAMMER/AJONES

Summary:

BGE, Inc. has been pre-qualified by Hays County for utility coordination services on the Old Kyle Road project and was selected by Commissioners Court action on November 18, 2025, Item I.24 through the process set forth in the Hays County Interim Selection Process amended October 28, 2025, Item J.19. The Professional Services Agreement includes a compensation cap of \$231,990.91.

Fiscal Impact:

Amount Requested: \$231,990.91

Line Item Number: 036-803-96-750.5623_400

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: Government Code, Chapter 2254 Engineering Services needed to do Utility Coordination

Auditor's Office:

G/L Account Validated Y/N?: Yes, Utility Relocation Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

2026-PSA-54

HAYS COUNTY

CONTRACT FOR ENGINEERING SERVICES

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 thirty-one thousand nine hundred ninety dollars and ninety-one cents Dollars (\$231,990.91)** (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:

Angela Renger, PE
BGE, Inc.
1701 Directors Blvd., Suite 1000
Austin, Texas 78744

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@hayscountytexas.gov

Hays County Auditor
c/o: Marisol Alonzo
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
Email: marisol.alonzo@hayscountytexas.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: BGE, Inc
Attn: Angela Renger, PE
1701 Directors Blvd., Suite 1000
Austin, Texas 78744

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

BGE, Inc

By: Angela Renger

Printed Name: Angela Renger, PE

Title: Director

Date: 5/21/2026

APPROVED

By Carlos Lopez at 3:15 pm, Jun 08, 2026

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | County Forms <ul style="list-style-type: none">• 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 (<i>REDACTED</i>)• System For Award Management SAM.gov (<i>REDACTED</i>)• 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

- | | | |
|-------------|-----|--|
| <u>X</u> | 1. | Certificate of Interested Party: Form 1295 |
| <u>X</u> | 2. | Conflict of Interest Disclosure & Questionnaire |
| <u>X</u> | 3. | Code of Ethics |
| <u>X</u> | 4. | HUB Practices |
| <u>X</u> | 5. | House Bill 89 Verification |
| <u>X</u> | 6. | Comptroller Divestment Statute Certificate & Purchasing Certification <ul style="list-style-type: none">• 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 Org. Certification (TGC 2274.002) |
| <u>X</u> | 7. | Debarment & Licensing Certification |
| <u>X</u> | 8. | Vendor/Bidder's Affirmation |
| <u>X</u> | 9. | Federal Affirmations and Solicitation Acceptance |
| <u>X</u> | 10. | Related Party Disclosure Form |
| <u>X</u> | 11. | System for Award Management (www.SAM.gov) Printout |
| <u> </u> | 12. | Insurance |
- BGE will issue the COI within 10 days after contract award.

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.

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any 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.

BGE, Inc.

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.

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 Wesley E. Jasek, P.E.

Name of signatory

Wesley E. Jasek, P.E.

Signature

06/03/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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: Wesley E. Jasek, P.E.

Print Name & Title: Wesley E. Jasek, PE, Central Texas Operations Leader

Company Name: BGE, Inc.

Date: 06/03/2026

Hays County Practices Related to Historically Underutilized Businesses

1. Statement of Practices

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. Definitions

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

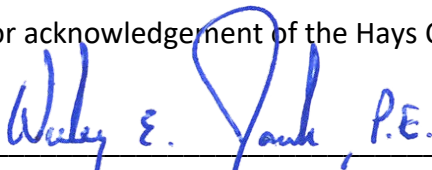
3. Guidelines

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgment of the Hays County HUB Practices:

Signature: _____

 Wesley E. Jasek, P.E.

Print Name & Title: _____ Wesley E. Jasek, PE, Central Texas Operations Leader

Company Name: _____ BGE, Inc.

Date: _____ 06/03/2026

Hays County House Bill 89 Verification

I, Wesley E. Jasek, PE (Person name), the undersigned representative of
BGE, Inc. (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.

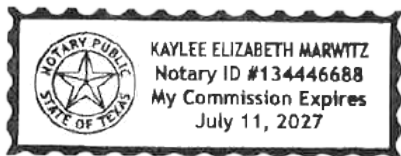
Wesley E. Jasek, P.E.
Signature of Company Representative

06/03/2026
Date

On this 3rd day of January, 2026, personally appeared Wesley E. Jasek, PE, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Kaylee Marwitz
Notary Public in and for the State of Texas



07/11/2027
Date

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.

BGE, Inc.

Company Name

06/03/2026

Date

Wesley E. Jasek, PE

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.

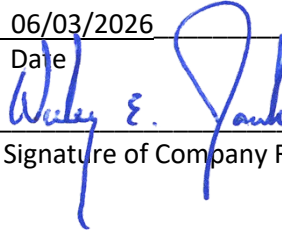
Pursuant to Section 2271.002 of the Texas Government Code:

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.

BGE, Inc.
Company Name

06/03/2026
Date

Wesley E. Jasek, PE
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.

BGE, Inc.

06/03/2026

Company Name
Wesley E. Jasek, PE

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.

<u>BGE, Inc.</u>	<u>06/03/2026</u>
Company Name	Date
<u>Wesley E. Jasek, PE</u>	<u>Wesley E. Jasek P.E.</u>
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

BGE, Inc.
Company Name

2024-PSA-54

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.

Stephanie Hunt
Print Name of Hays County Purchasing Representative

Stephanie Hunt
Signature of Hays County Purchasing Representative

11.18.25
Date

Vendor Selection Approved by CC
IFB/RFP/RFQ Number
Nov. 18, 2025

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.

BGE, Inc.
Name of Firm
Wesley E. Jasek, P.E.
Signature of Certifying Official
Wesley E. Jasek, PE
Printed Name of Certifying Official

Central Texas Operations Leader
Title of Certifying Official
06/03/2026
Date

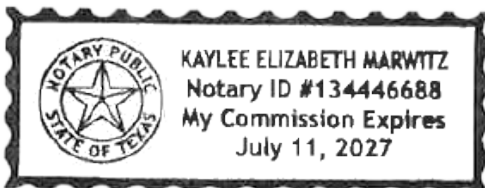
Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Wesley E. Jasek, PE on this the day of 3rd, 2026, on behalf of said Firm.

Kaylee Marwitz

Notary Public in and for the State of Texas
(if other than Texas, Write state in here
_____)

My commission expires: 07/11/27



Vendor/Bidder's Affirmation

1. 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.
2. 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.
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;

 X Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

BGE, Inc.

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:



Signature of Company Official Authorizing Bid/Offer

Wesley E. Jasek, PE

Printed Name

wjasek@bgeinc.com

Email Address

Central Texas Operations Leader

Title

512.879.0400

Phone

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

Mark Jones

Hays County Commissioner Precinct 2

12/31/2022

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.

BGE, Inc.

Name of Vendor

Wesley E. Jasek, P.E.

Central Texas Operations Leader

Signature of Certifying Official

Title of Certifying Official

Wesley E. Jasek, PE

06/03/2026

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 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.

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- 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

BGE will issue the COI within 10 days after contract award.

EXHIBIT B ENGINEERING SERVICES

UTILITY COORDINATION FOR Old Kyle Road

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- UTILITY PLANNING & RESEARCH
- SUBSURFACE UTILITY ENGINEERING (SUE)
- FIELD SURVEYING
- UTILITY ADJUSTMENT COORDINATION
- UTILITY ENGINEERING & DESIGN
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION

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").

Part 1. 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.

EXHIBIT D
RATE SCHEDULE

BGE, INC.	
UTILITY COORDINATION	
CLASSIFICATIONS	RATE PER HOUR
Project Director	\$370.67
QA/QC Manger	\$325.44
Senior Project Manager	\$369.47
Deputy Project Manager	\$322.77
Engineer (Senior)	\$282.75
Engineer (Project)	\$261.00
Engineer (Design)	\$201.53
Graduate Engineer (Engineer-In-Training (EIT))	\$163.00
Senior Design Technician	\$243.00
Design Technician	\$146.00
Junior Design Technician	\$106.00
CADD Operator - Senior	\$145.29
GIS Operator - Senior	\$209.00
GIS Technician	\$140.00
GIS Technician - Junior	\$116.00
Surveyor (RPLS) - Senior	\$268.71
Surveyor (RPLS)	\$226.00
Surveyor (RPLS) - Junior	\$188.00
Survey Technician (Surveyor-In-Training) - Senior	\$169.00
Survey Technician (Surveyor-In-Training) - SIT	\$161.00
Survey Technician	\$122.00
Survey Field Crew Coordinator	\$116.58
2-Person Survey Crew	\$255.00
Project Coordinator	\$177.48
SUE Manager	\$204.45
SUE Field Manager	\$124.41
Utilities Coordinator - Senior	\$215.00
Utilities Coordinator	\$147.90
Utilities Field Inspector - Senior	\$147.89
Utilities Field Inspector	\$114.00
Administrative/Clerical	\$115.00

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.

EXHIBIT D
RATE SCHEDULE

BGE, INC.		
UTILITY COORDINATION		
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	
Lodging / Hotel - Taxes and Fees	Actual Cost	
Meals	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.
Gound Penetrating Radar (equipment only)(GPR owned by provider)	Actual Cost	per day
Push Camera Mapping (equipment)(owned by provider)	Actual Cost	per day
Gound Penetrating Radar (equipment only)	Actual Cost	per day
Push Camera Mapping (equipment)	Actual Cost	per day
Portable Message Board	\$435.00	per day
Flashing Arrow Board	\$522.00	per day
Law Enforcement/Uniform Officer (if needed with traffic control)	\$150.00	per hour
Attenuator trucks - (Lane/Shoulder Closure)(includes labor, equipment and fuel)	\$1,600.00	per day
Attenuator trucks - (No Lane Closure)(includes labor, equipment, and fuel)	\$1,000.00	per day
Traffic Control Services, Arrow Boards and Attenuator trucks - (includes labor, equipment, and fuel)	\$5,000.00	per day
SUE Mobilization/Demobilization - This cost is intended to be a one-time expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. Mileage log to be provided.	\$6.60	per mile
SUE (Quality Level D) - Includes labor and equipment for records research and CADD (Including overhead utilities) For overhead utilities measurement for payment will be LF per utility owner	\$0.82	per LF
SUE (Quality Level C) - Includes labor and equipment for records research and CADD. For overhead utilities measurement for payment will be LF per utility owner (Appurtenance must be surveyed)	\$1.00	per LF
SUE (Quality Level B - Utility Designation) - Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control. Includes labor and equipment for surveying and limited traffic control	\$2.12	per LF
Subsurface Utility Engineering (SUE) Field Services		
One (1) Designating Person with Equipment	\$165.00	per hour
Two (2) Designating Person with Equipment	\$228.00	per hour

EXHIBIT D
RATE SCHEDULE

LTRA	
SUE	
CLASSIFICATIONS	RATE PER HOUR
SUE Manager	\$180.00

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.

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.

EXHIBIT D
RATE SCHEDULE

LTRA		
SUE		
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	
Lodging / Hotel - Taxes and Fees	Actual Cost	
Meals	Actual Cost	
CD Archive	\$5.00	each
Photocopies B/W (11" x 17")	\$0.30	each
Photocopies Color (11' X 17')	\$1.50	each
Photocopies Color (8 1/2" x 11")	\$1.50	each
Photocopies Color (Large Roll Plot)	\$30.00	per sq. ft.
Traffic Control Plan. Traffic Control Services, Arrow Boards and Attenuator Trucks - (Includes labor, equipment, fuel, developing the plan or picking a standard if applicable).	\$5,000.00	per day
SUE Mobilization/Demobilization - This cost is intended to be a one-time expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. Mileage log to be provided.	\$6.60	per mile
SUE (Quality Level D) - Includes labor and equipment for records research and CADD (Including overhead utilities) For overhead utilities measurement for payment will be LF per utility owner	\$0.82	per LF
SUE (Quality Level C) - Includes labor and equipment for records research and CADD. For overhead utilities measurement for payment will be LF per utility owner (Appurtenance must be surveyed)	\$1.00	per LF
SUE (Quality Level B - Utility Designation) - Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control. Includes labor and equipment for surveying and limited traffic control	\$2.12	per LF
SUE (Quality Level A - Utility Locate, Test Holes) - Includes labor and equipment for engineering, CADD, surveying, limited traffic control, vacuum excavation, and limited traffic control.		
Level A: 0 to 5ft	\$1,420.00	per each
Level A: > 5 to 8ft	\$1,710.00	per each
Level A:> 8 to 13ft	\$2,400.00	per each
Level A:> 13-20ft	\$3,145.00	per each
Level A:> 20ft	\$250.00	per FT
Subsurface Utility Engineering (SUE) Field Services		
One (1) Designating Person with Equipment	\$165.00	per hour
Two (2) Designating Person with Equipment	\$228.00	per hour
Two (2) Person Vacuum Excavation with equipment	\$350.00	per hour
Coring and repairing the pavement includes labor, equipment, and materials	\$300.00	per each

EXHIBIT E
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 1 between Hays County and Doucet & Associates, Inc. for the Darden Hill Road/CR 162 Phase 2 project in Precinct 4. **SMITH/A.JONES**

Summary:

The amendment is to increase the compensation cap by \$25,186.00, from \$2,056,063.86, to fund Supplemental Work Authorization No. 1 to Work Authorization No. 1 for engineering services for the Darden Hill Road/CR 162 Phase 2 project, including additional route and design studies, and to add American Structurepoint as a sub-consultant with attached hourly rates.

Fiscal Impact:

Amount Requested: \$25,186.00

Line Item Number: 036-804-96-867.5621_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: Texas Government Code, Chapter 2254, 2026-PSA-33 approved by CC on 12.2.25

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

DardenHillPh2-Doucet-ContractAmendment01

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD IMPROVEMENT PROJECT:

Darden Hill Road / CR 162 Phase 2 (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective December 2, 2025 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 2,056,063.86 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ 2,056,063.86 to \$ 2,081,249.86 .
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

COUNTY:

By: Doucet & Associates, Inc. _____ By: _____

Frank Olshefski

Signature

Frank Olshefski

Printed Name

Director of Transportation

Title

June 11, 2026

Date

Signature

Printed Name

Title

Date

APPROVED

By mcastanon at 3:24 pm, Jun 11, 2026

EXHIBIT D - Fee Schedule

Doucet & Associates, Inc.	
Transportation, Survey, Drainage	
CLASSIFICATIONS	RATE PER HOUR
Senior Program Manager	\$320.00
Program Manager	\$250.00
Senior Project Manager	\$300.00
Project Manager III	\$245.00
Project Manager II	\$220.00
Project Manager I	\$200.00
Senior Principal Professional	\$305.00
Principal Professional	\$290.00
Senior Professional	\$230.00
Project Professional	\$170.00
Professional	\$160.00
Staff Professional II	\$155.00
Staff Professional I	\$135.00
Senior CADD Designer	\$170.00
CADD Operator	\$150.00
Senior Project Controls Professional	\$165.00
Project Controls Professional	\$145.00
Project Administrator	\$140.00
Administrator	\$125.00
Senior Construction Manager	\$200.00
Construction Manager	\$180.00
Senior Construction Inspector	\$175.00
Construction Inspector III	\$165.00
Construction Inspector II	\$155.00
Construction Inspector I	\$140.00
3 Person Crew	\$255.00
2 Person Crew	\$190.00
1 Person Crew	\$145.00
Survey Technician III	\$160.00
Survey Technician II	\$130.00
Survey Technician I	\$115.00
Administrative I (ENV)	\$125.00
Principal Professional (ENV)	\$290.00
Principal Professional (GeoT)	\$290.00
Program Manager (GeoT)	\$250.00
Sr. Program Manager (GeoT)	\$320.00
Project Controls Professional (GeoT)	\$145.00

Doucet & Associates, Inc.	
Transportation, Survey, Drainage	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Overnight Mail – oversized box	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Postage	Current Postal Rate
Courier Services	Actual Cost
Highway Toll Charges	Actual Cost
Meals (excluding alcohol & tips. Overnight stay required)	Actual Cost
Outsourced Printing	Actual Cost
Parking Fees	Actual Cost
Atterberg limits, one-point method	\$145/test
ATV/Boat/Sonar	\$500/day
CADD Color Plotting	\$1.50/sf
California bearing ratio, 3 points	\$780/test
Chloride content	\$85/test
Color Copies (11x17)	\$1.00/ea
Color Copies (8.5x11)	\$0.49/ea
Concrete Monuments	\$290/ea
Denver swell test	\$210/test
Drone	\$675/hr
Eades and grim test (opt. lime content)	\$235/test
Ground Targets	\$35/ea
HazMat supplemental records	\$350/ea
Hydrometer analysis	\$185/test
Lidar Scanner	\$120/hr
Photocopies B/W (11x17)	\$0.60/ea
Photocopies B/W (8.5x11)	\$0.15/ea
Rock UCS-C	\$300/test
Sieve analysis, % finer than 200 sieve	\$110/test
Sieve analysis, coarse	\$155/test
Soil PH	\$70/test
Soil resistivity	\$190/test
Standard proctor, 4" mold	\$290/test
Sulfate content	\$70/test
Triaxial test, TEX 117E part II	\$2,250/test
Unconfined compressive strength	\$170/test
Water Content	\$30/test

EXHIBIT D - Fee Schedule

American Structurepoint, Inc.	
TRAFFIC ENGINEER	
CLASSIFICATIONS	RATE PER HOUR
PRINCIPAL	\$334.00
SENIOR PROJECT MANAGER	\$328.00
QAQC	\$334.00
PROJECT MANAGER	\$269.00
SENIOR PROJECT ENGINEER	\$260.00
PROJECT ENGINEER	\$193.00
EIT	\$158.05
SENIOR TECHNICIAN	\$215.00
TECHNICIAN	\$140.00
ADMIN/CLERICAL	\$100.00

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.

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.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
TURNING MOVEMENT COUNTS (PER 12-HOURS)	\$600.00

EXHIBIT D - Fee Schedule

HICKS & COMPANY	
ENVIRONMENTAL	
CLASSIFICATIONS	RATE PER HOUR
Principal	\$205.17
Sr. Program Manager	\$156.81
Sr. Envl Scientist II	\$143.62
Sr. Envl Scientist I	\$139.22
Envl Scientist III	\$127.50
Envl Scientist II	\$121.64
Envl Scientist I	\$106.98
Envl Prof III	\$102.59
Envl Prof II	\$96.72
Envl Prof I	\$90.86
Envl Staff I	\$86.46
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. 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.	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Overnight Mail – oversized box	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Postage	Current Postal Rate
Courier Services	Actual Cost
Highway Toll Charges	Actual Cost
Outsourced Printing	Actual Cost
Parking Fees	Actual Cost
GPS Equipment Rental	\$110/day
Newspaper Publication for Notice (English)	Actual Cost
Newspaper Publication for Notice (Spanish)	Actual Cost
Newspaper Publication Translation Service	Actual Cost
Regulatory Database Search	Actual Cost

EXHIBIT D - Fee Schedule

Texas Geo Bore Drilling, LLC	
Driller	
CLASSIFICATIONS	RATE PER HOUR
None	\$0.00
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. 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.	
DIRECT EXPENSES	
Drill Rig	\$500 / LS
Support Truck	\$100 / LS
Standard Sampling in Soils 0-50'	\$15 / LF
Standard Sampling in Rock 0-50'	\$17 / LF
Continuous w/ 2" Barrel 0-50'	\$26 / LF
4" Reinforced Steel	\$8 / LF
Booster CFM 375 - 200 psa	\$200 / Day
Patching Concrete/Asphalt	\$25 / Each
Load and removes excess soil cuttings and disposal	\$180 / HR
Non directed drilling time / Traffic Control	\$180 / HR

EXHIBIT D - Fee Schedule

AWP Safety	
Traffic Control during Drilling	
CLASSIFICATIONS	RATE PER HOUR
None	\$0.00
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. 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.	
DIRECT EXPENSES	
Mobilization	\$150 / Each
4-Man AWP Crew Hourly Rate (5-Hour Minimum)	\$231 / Hour
4-Man AWP Crew Overtime Hourly /Rate	\$346.52 / Hour
Equipment Rental - Lane Shift & Flagging Equipment *	\$150 / Each
TMA - Daily Rate *	\$557.50 / Each

* indicates taxable items.



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Smith

Agenda Item

PLN-2988-PC; Call for a Public Hearing on July 7th, 2026 regarding the Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat. **SMITH/BERLAD**

Summary

Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat is a proposed resubdivision to create 2 lots across 5.98 acres located along Davy Crockett Dr. and Old Baldy Trail and in Precinct 4. Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter
Plat
Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: June 23rd, 2026

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Interim Department Director: Michael Berlad, Interim Director

Sponsoring Court Member: Commissioner Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2988-PC; Call for a Public Hearing on July 7th, 2026 regarding the Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat is a proposed resubdivision to create 2 lots across 5.98 acres.
- B) The subject property is located along Davy Crockett Dr. and Old Baldy Trail and in Precinct 4.
- C) Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

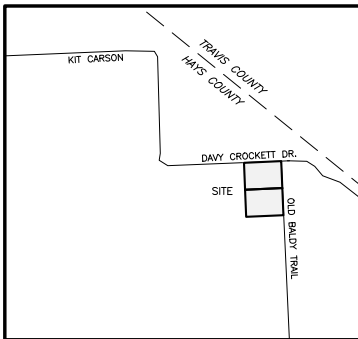
Staff has initiated review for the Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat.

Next steps consist of completing review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth, and holding the public hearing on July 7th, 2026.

ATTACHMENTS/EXHIBITS:

Plat

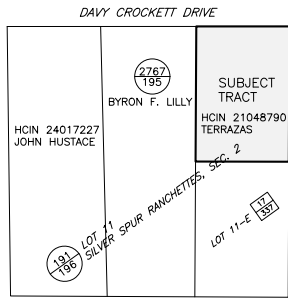
Location Map



VICINITY MAP - 1"=1000'

PEDERNALES ELECTRIC COOPERATIVE NOTES

- PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES.
- ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF THE LINE.
- EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
- ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
- NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS, WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.



EXISTING CONFIGURATION
5.98 ACRES, BEING A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2 AS RECORDED IN VOLUME 191, PAGE 196 OF THE HAYS COUNTY DEED RECORDS.

- LEGEND**
- HCIN HAYS COUNTY INSTRUMENT NUMBER
 - VOL PG HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
 - VOL PG HAYS COUNTY PLAT RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "SMITH SURVEYING"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - 8" CEDAR FENCE POST
 - ▲ CALCULATED POINT
 - X WIRE FENCE
 - ohu UTILITY LINE, POLE AND GUY
 - DR DEED RESTRICTIONS IN

LOT SIZE CATEGORIES

TOTAL AREA = 5.98 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 2.99 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 0
NUMBER OF LOTS 2 - 5 ACRES = 2
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOP.
WATER-INDIVIDUAL WELLS
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

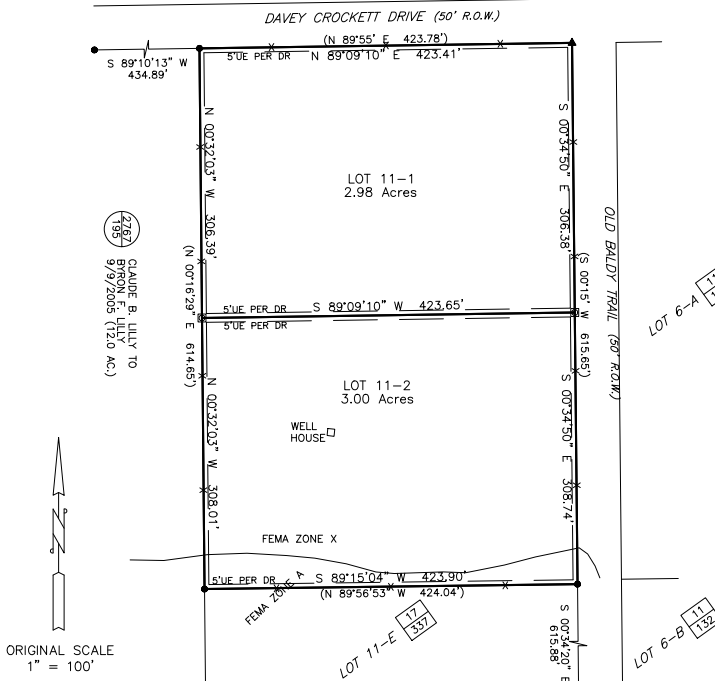
ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

CLIENT: NAME OF CLIENT
DATE: DATE OF SURVEY
FB/PG: BOOK/PAGE
PLAT NO. JOB #25-c

SURVEYOR'S NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 46209C01306, DATED 1/17/2025, A PORTION OF THIS SUBDIVISION LIES WITHIN ZONE A (SPECIAL FLOOD HAZARD AREA) AND A PORTION OF THIS SUBDIVISION LIES WITHIN ZONE X (AREAS OF MINIMAL FLOOD HAZARD).
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
- THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
- ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN ESD NUMBERS 1 AND 6.
- THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 751, SUBCHAPTER 7.03(B).
- 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 SYSTEM OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER SOURCE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.
- 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.

OWNER - MONTESINOS MIRIAM REV. TRUST



ORIGINAL SCALE
1" = 100'

I, THE UNDERSIGNED, INTERIM DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

KANDICE BOUTTE, 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.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ALBERT TERRAZAS AND MARGARET TERRAZAS, OWNERS OF 5.98 ACRES, BEING A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 8/9/2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21048790 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPLAT OF A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, HAYS COUNTY, TEXAS IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

ALBERT TERRAZAS, OWNER
1103 HOLLY STREET
AUSTIN, TX., 78702

MARGARET TERRAZAS, OWNER
1103 HOLLY STREET
AUSTIN, TX., 78702

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALBERT TERRAZAS AND MARGARET TERRAZAS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER ____.

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

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____, AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER ____.

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

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

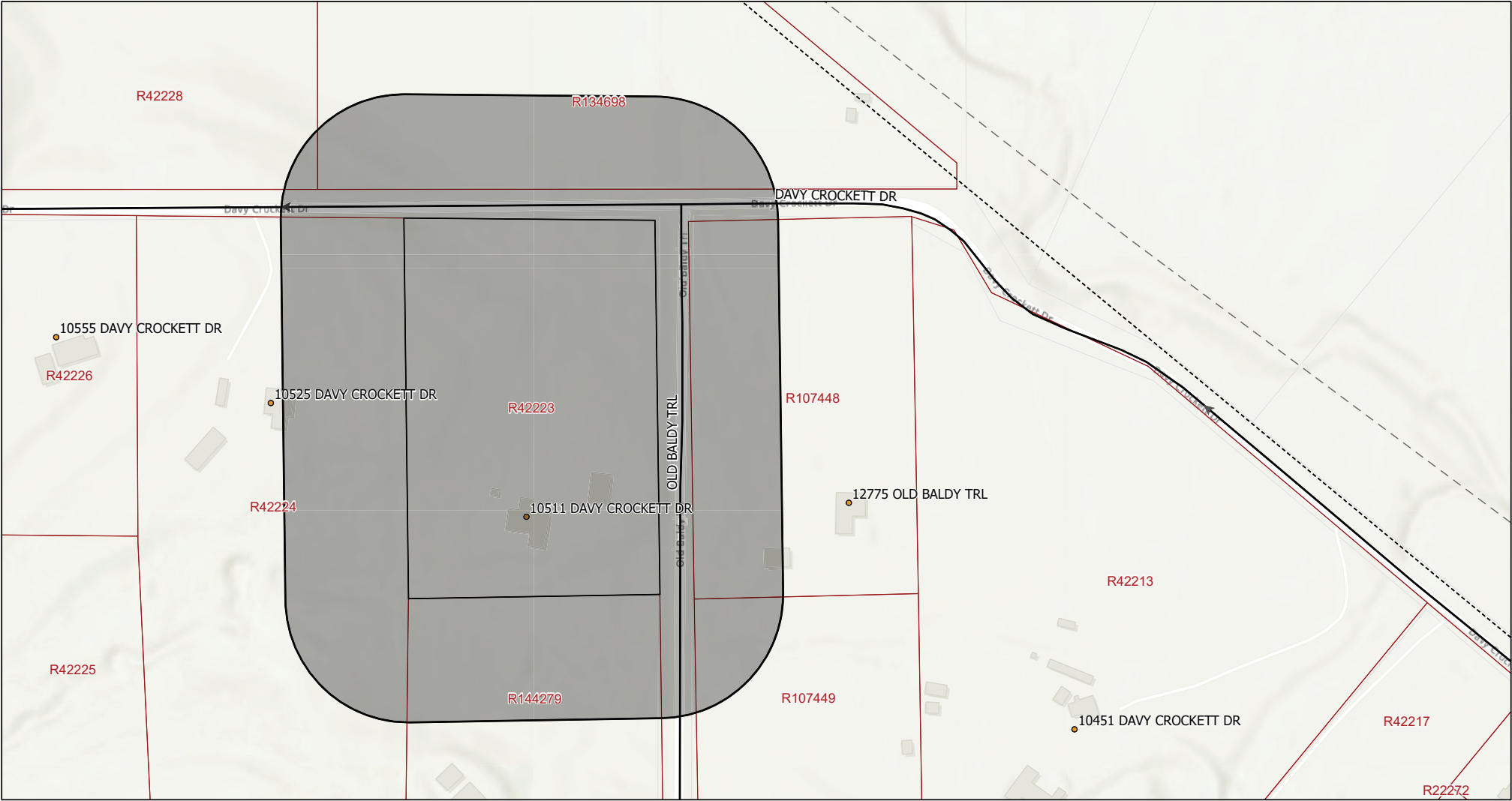
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

SMITH SURVEYING
P.O. BOX 231, DRIFTWOOD, TEXAS 78619
FRM NO. 10194905
512-757-1637

REPLAT OF A PORTION OF LOT 11,
SILVER SPUR RANCHETTES, SECTION 2,
HAYS COUNTY, TEXAS

Hays County Development Services Map

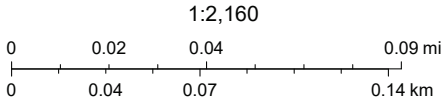


6/12/2026, 9:54:45 AM

- Override 1
- 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, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland,



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Ingalsbe

Agenda Item

PLN-2439-PRE; Discussion and possible action regarding The Ridge West At Camino Real, Preliminary Plan. **INGALSBE/BERLAD**

Summary

The Ridge West At Camino Real Preliminary Plan proposes 2,849 total lots over 531.91 acres. The subject property is located along High Road and Great Northern Road in Kyle and in Precinct 1. Water utility is proposed to be provided by Goforth Special Utility District. Wastewater treatment will be accomplished through the Parklands MUD #1.

Attachments

Cover Letter
Plan
Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: June 23rd, 2026

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Michael Berlad, Interim Director

Sponsoring Court Member: Commissioner Ingalsbe, Precinct 1

AGENDA ITEM LANGUAGE:

PLN-2439-PRE; Discussion and possible action regarding The Ridge West At Camino Real, Preliminary Plan.

BACKGROUND/SUMMARY OF REQUEST:

- A) The Ridge West At Camino Real Preliminary Plan proposes 2,849 total lots over 531.91 acres.
- B) The subject property is located along High Road and Great Northern Road in Kyle and in Precinct 1.
- C) Water utility is proposed to be provided by Goforth Special Utility District. Wastewater treatment will be accomplished through the Parklands MUD #1.

STAFF COMMENTS:

Staff have completed review pursuant to the current Development Regulations of Hays County as set forth. The application has no requested variances. The action remaining consists of discussion and possible action for the proposed Preliminary Plan.

Staff recommends: Approval

ATTACHMENTS/EXHIBITS:

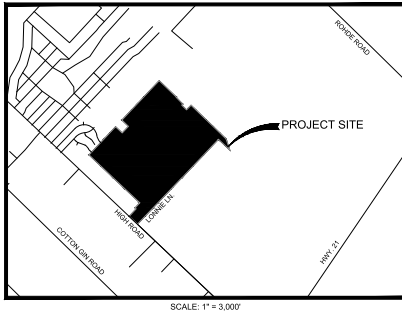
Plan

Location Map

GENERAL NOTES

1. THIS PROPERTY IS SUBJECT TO THE CAMINO REAL DEVELOPMENT AGREEMENT EFFECTIVE AS OF SEPTEMBER 16, 2013.
2. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS SHALL BE SUBMITTED TO HAYS COUNTY FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THAT OF UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
3. CONTOUR DATUM: NAVD 88. BEARING ORIENTATION IS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010. MEASUREMENTS ARE IN U.S. SURVEY FEET.
4. WATERSHED STATUS - THIS SUBDIVISION IS LOCATED IN THE PLUM CREEK WATERSHED, BRUSHY CREEK SUB-WATERSHED.
5. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF HAYS COUNTY AND THE DEVELOPMENT AGREEMENT. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. HAYS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
7. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
8. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
9. TOTAL ACREAGE: 527.94
10. TOTAL LOTS: 2839
11. SINGLE FAMILY LOTS: (2794)
12. OPEN SPACE & EASEMENT LOTS: (22)
13. OPEN SPACE & DRAINAGE LOTS: (16)
14. OPEN SPACE & PARKLAND LOTS: (11)
15. OPEN SPACE & WWTP EXPANSION AREA: (1)
16. COMMERCIAL LOTS: (0)
17. AMENITY CENTER LOTS: (1)
18. LIFT STATION LOTS: (2)
19. PARKLANDS MUD LOTS: (1)
20. 10+ ACRES: (2)
21. 5+ -10.0 ACRES: (4)
22. 2+ -5.0 ACRES: (6)
23. 1+ -2.0 ACRES: (5)
24. < 1.0 ACRE: (2817)
25. AVERAGE LOT SIZE: 0.14
12. LINEAR FEET OF STREETS: (88334 L.F.) SEE SHEET 2 OF 9, STREET TABLE
13. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE. NO PRIVATE ROADWAYS ARE PROPOSED. ALL ROADS WILL BE DEDICATED TO HAYS COUNTY.
14. STREET NAMES, WIDTHS AND R.O.W. WIDTHS:SEE SHEET 2 OF 9, STREET TABLE
15. MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALLS WITHIN CITY OF NIEDERWALD ETJ AND HAYS COUNTY.
16. THIS SITE IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT. THERE ARE NO EXISTING OR PROPOSED SCHOOL SITES IN THIS PRELIMINARY PLAN.
17. WATER AND WASTEWATER SERVICE FOR THE SUBDIVISION WILL BE PROVIDED BY GOFORTH SUD AND PARKLANDS MUD #1, RESPECTIVELY.
18. THOSE LOTS DESIGNATED AS COMMON AREA, OPEN SPACE, DRAINAGE, AMENITY, OR UTILITY WILL BE DEDICATED TO AND MAINTAINED BY THE MUNICIPAL UTILITY DISTRICT, HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
19. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE HAYS COUNTY COMMISSIONERS COURT AT THE OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
20. SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE DEVELOPMENT AGREEMENT.
21. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF ALL STREETS. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES. SIDEWALK SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.
22. THIS SITE IS LOCATED WITHIN THE CALDWELL HAYS FIRE ESD #1.
23. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
24. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
25. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, AND CAMINO REAL DEVELOPMENT AGREEMENT DATED SEPTEMBER 16, 2013.
26. GRADING SHOWN FOR DRAINAGE WILL BE COMPLETED WITH THIS PROJECT.
27. NO PORTION OF THIS TRACT IS ENCRoACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS DESIGNATED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48209C0410F, EFFECTIVE DATE SEPTEMBER 02, 2005 FOR HAYS COUNTY, TEXAS.
28. DRAINAGE FOR THIS DEVELOPMENT DOES NOT DRAIN TO TxDOT ROW, DOES NOT CAUSE TxDOT DRAINAGE TO BE BLOCKED, AND HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES.
29. RECORDED FINAL PLAT FOR PARKLANDS SECTION 1 CONTAINED WITHIN THE PROPERTY BOUNDARY WILL BE VACATED.
30. BOUNDARY AND TOPOGRAPHIC SURVEY REFLECTED IN THIS PRELIMINARY PLAN WERE COMPLETED AND PROVIDED BY BGE INC. SURVEY DEPARTMENT.
31. ALL RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF NIEDERWALD MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
32. A DEVELOPMENT PERMIT WITH THE CITY OF NIEDERWALD WILL BE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
33. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.

PRELIMINARY PLAN FOR
THE RIDGE WEST
AT CAMINO REAL
CITY OF NIEDERWALD CITY LIMITS & ETJ, HAYS COUNTY, TEXAS
APRIL 2026



Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	OVERALL PRELIMINARY PLAN
3	PRELIMINARY PLAN (1 OF 6)
4	PRELIMINARY PLAN (2 OF 6)
5	PRELIMINARY PLAN (3 OF 6)
6	PRELIMINARY PLAN (4 OF 6)
7	PRELIMINARY PLAN (5 OF 6)
8	PRELIMINARY PLAN (6 OF 6)
9	PRELIMINARY DRAINAGE PLAN
10	PRELIMINARY WATER & WASTEWATER PLAN

OWNER:
WALTON TEXAS LP
C/O WALTON GLOBAL HOLDINGS, LLC
8800 N GAINES CENTER DR, STE 345
SCOTTSDALE, AZ 85258-2124

ENGINEER:
GRAY ENGINEERING INC.
8834 N. CAPITAL OF TEXAS HWY.,
SUITE 140
AUSTIN, TEXAS 78759
(512) 452-0371
FAX (512) 454-9933

CITY OF NIEDERWALD DEVELOPMENT SERVICES:
8807 NIEDERWALD STRASSE
NIEDERWALD, TEXAS 78640-4807
512-398-6338

ELECTRIC SERVICE:
PEC
9115 CIRCLE DR
AUSTIN, TEXAS 78736
512-934-9136

GAS SERVICE:
CENTRIC GAS
9950 WOODLOCH FOREST DR
SUITE 2200
THE WOODLANDS, TEXAS 77380
281-252-6700

WATER:
GOFORTH SPECIAL UTILITY DIST.
8900 NIEDERWALD STRASSE
KYLE, TEXAS 78640
512-376-5695

WASTEWATER:
PARKLANDS MUD #1
2601 FOREST CREEK DR
ROUND ROCK, TEXAS 78665
512-246-1400

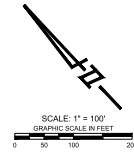
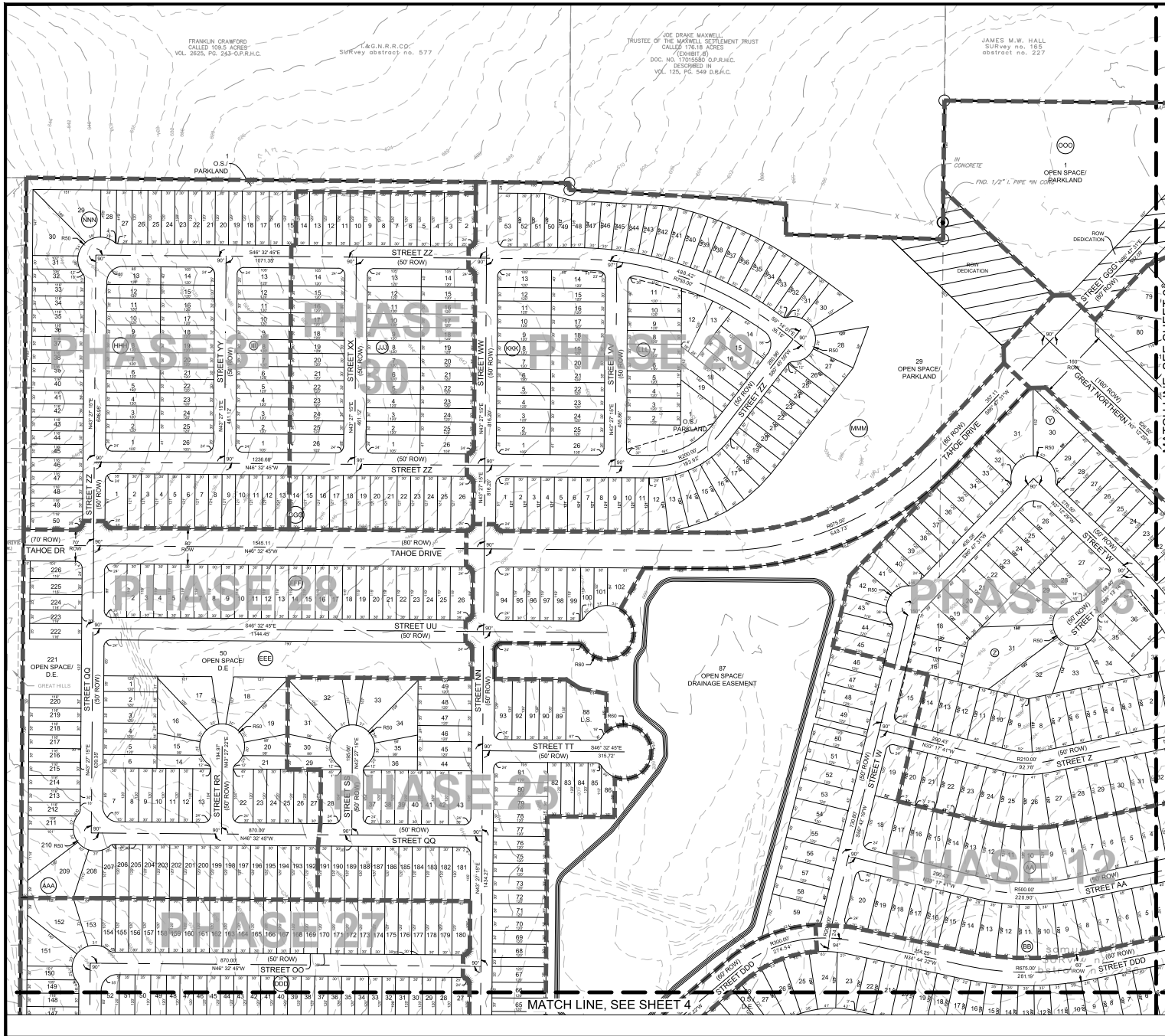
FIRE DEPARTMENT:
CALDWELL/HAYS FIRE ESD #11
8203 S US HWY 183
AUSTIN, TEXAS 78747
512-243-3477



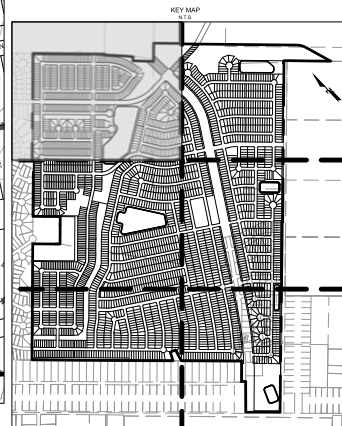
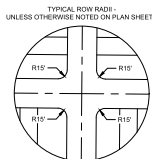
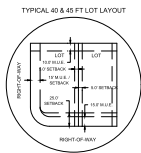
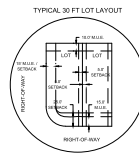
8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512) 452-0371
FAX (512) 454-9933
TBPELS FIRM #2946

SHEET 1 OF 10

HYPOQUOTED DATED 07/20/2020 CAMINO REAL, WEST-CADRETES 17342-000-000 DATE: 4/23/2020 11:44:11 AM BY: MMSUR



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED LOT NUMBER
	PHASE LINE
	PROPOSED UTILITY & SIGHT EASEMENT
	EXISTING BARBED WIRE FENCE
	FOUND 1/2" IRON PIPE
	RIGHT OF WAY DEDICATION



8834 N. Capital of Texas Hwy.
Suite 340
Austin, Texas 78759
512.452.0971
FAX: 512.452.0993
TAMU: 512.452.0993
18750 FM 14246

GRAY
ENGINEERING

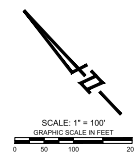
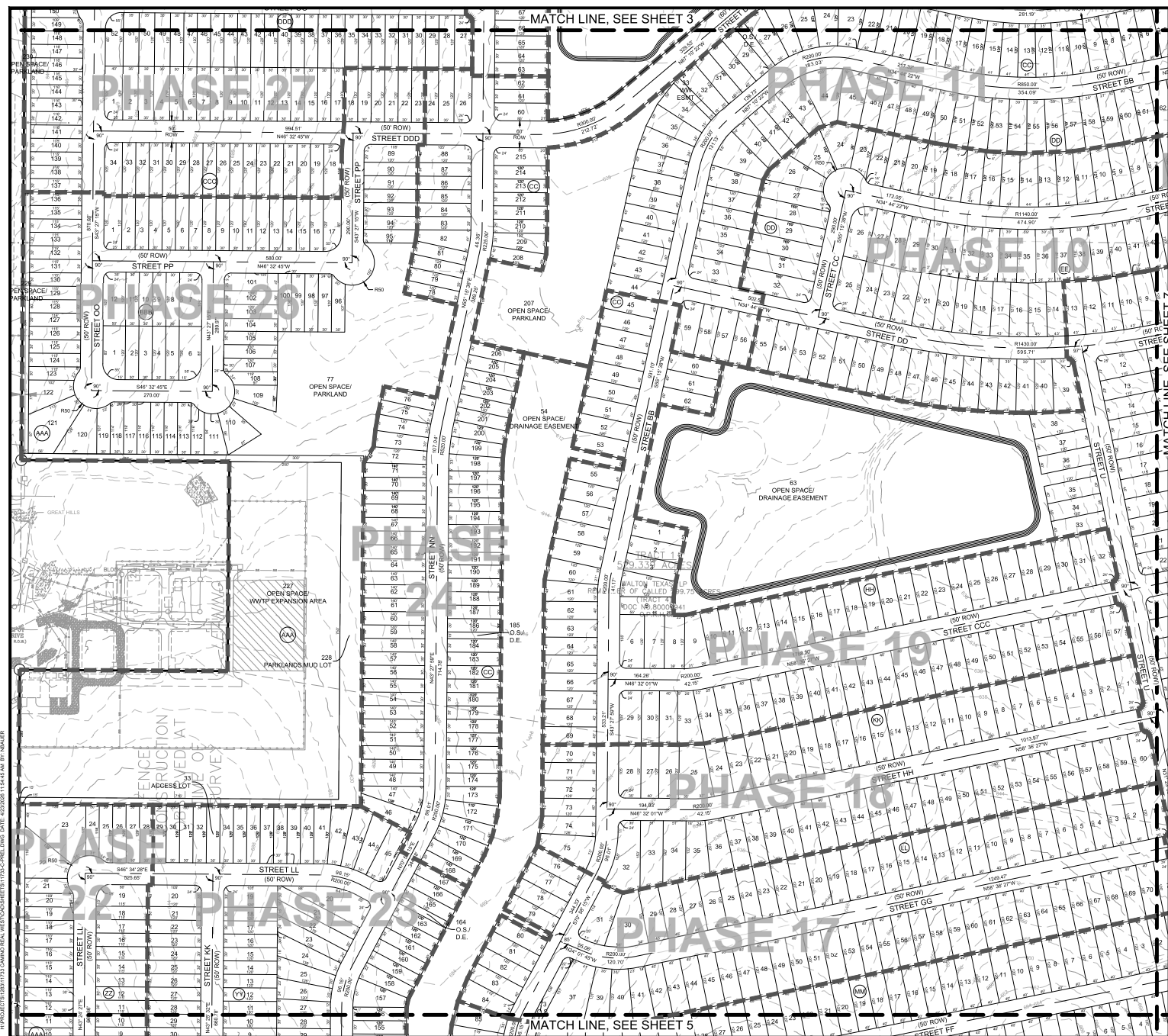
NO.	BY	DATE	REVISION DESCRIPTION

THE RIDGE WEST AT
CAMINO REAL
PRELIMINARY PLAN

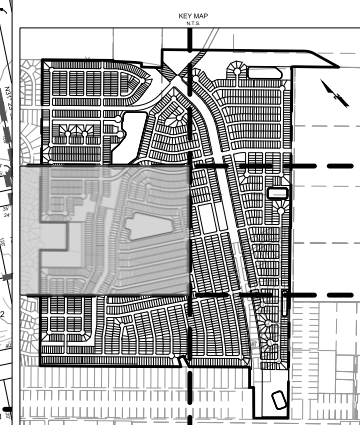
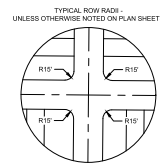
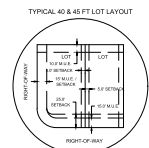
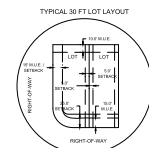
PRELIMINARY PLAN
(1 OF 6)

PROJECT NO: 1263-11733
DESIGNED BY: JM
DRAWN BY: JM
CHECKED BY: EU





LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
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ENGINEERING

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FAX(512)454-9933
TBPELS FIRM #12946

[illegible]

THE RIDGE WEST AT
CAMINO REAL
PRELIMINARY PLAN

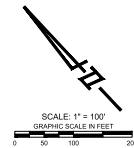
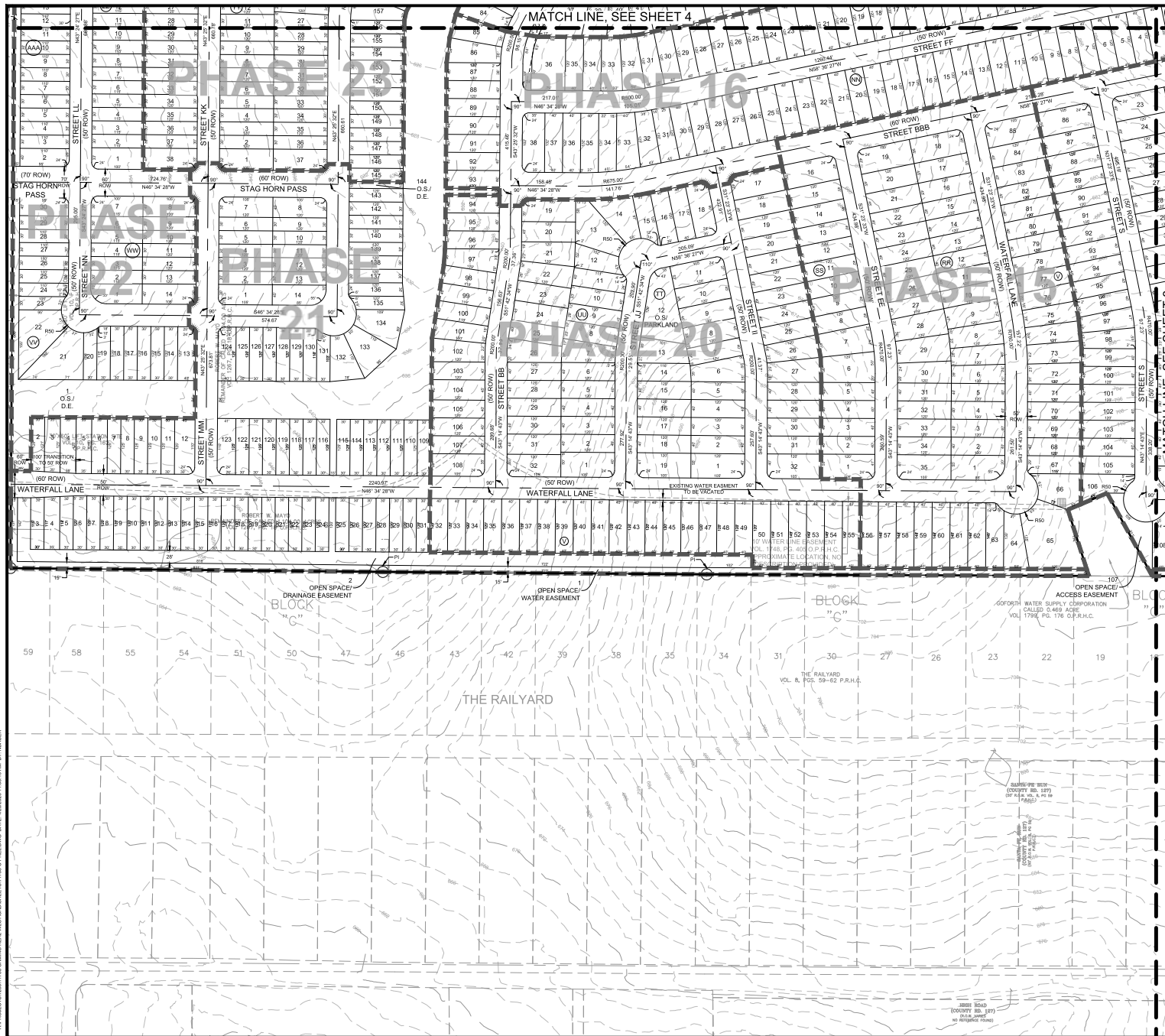
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(2 OF 6)

PROJECT NO: 1283-11733
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DRAWN BY: JM
CHECKED BY: EU

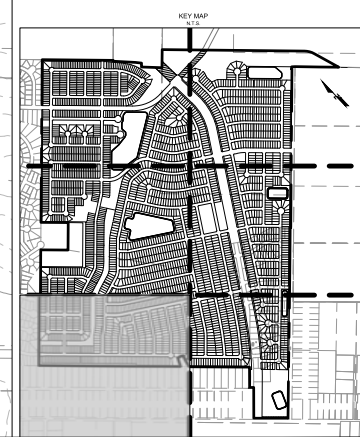
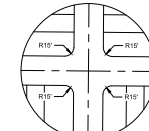
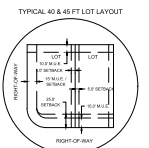
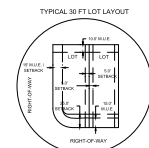
NOTICE:
ALTERATION OF A
SEALED DRAWING
WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER
IS A VIOLATION OF THE
TEXAS ENGINEERING
PRACTICE ACT.



HYPROJECT0101070 CAMINO REAL WEST CADWHEE TEXAS 11/13/15 9:48 AM BY: MAAUER



LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
	PROPOSED LOT NUMBER
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	FOUND 1/2" IRON PIPE
	RIGHT OF WAY DEDICATION



8834 N. Capital of Texas Hwy.
Suite 340
Austin, Texas 78759
512.452.0971
FAX 512.452.9933
1875 FM 1726

NO.	BY	DATE	REVISION DESCRIPTION

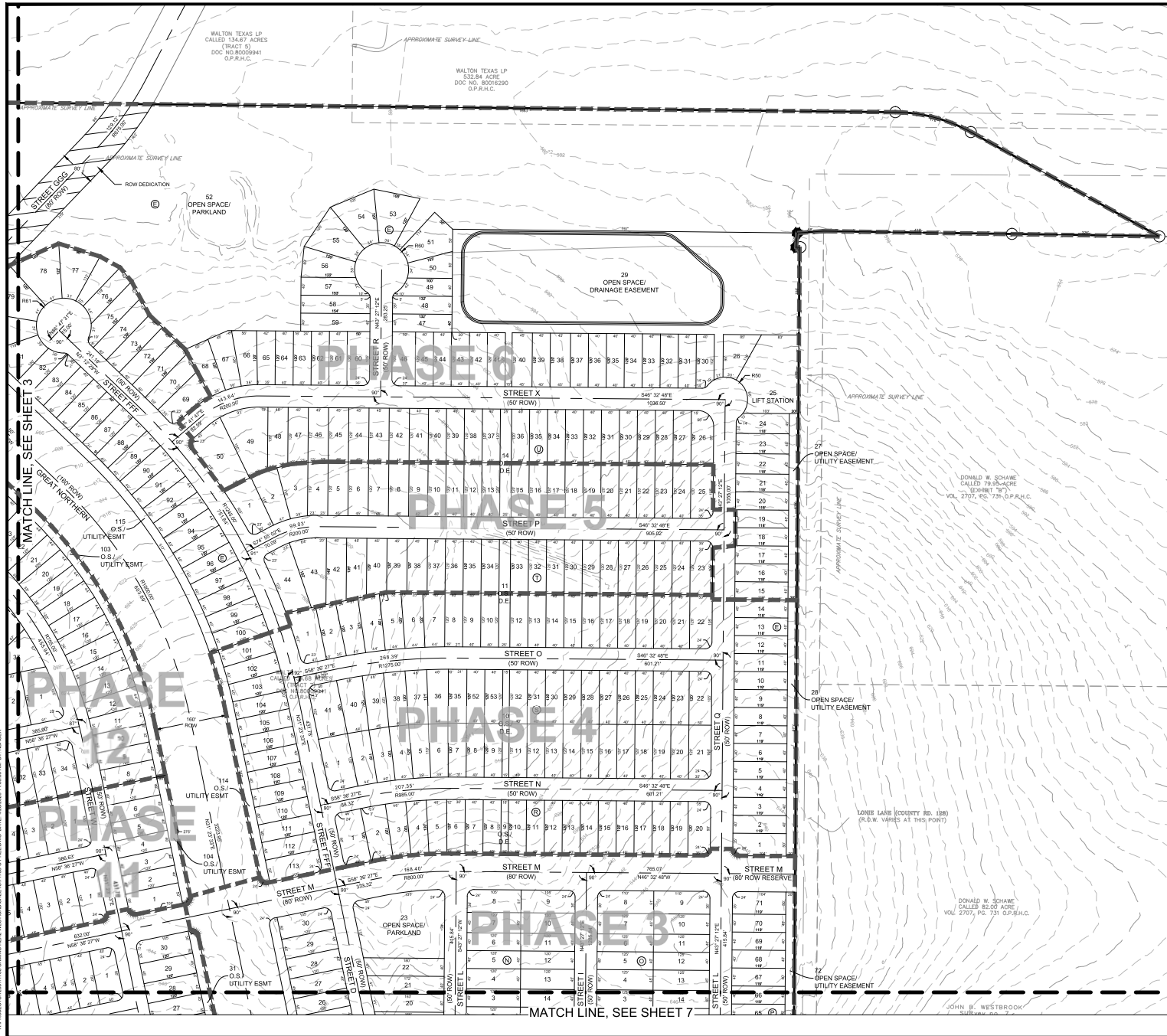
THE RIDGE WEST AT
CAMINO REAL
PRELIMINARY PLAN

PRELIMINARY PLAN
(3 OF 6)

PROJECT NO: 1263-11733
DESIGNED BY: JM
DRAWN BY: JM
CHECKED BY: EU
NOTICE:
ALTERATION OF A
SEALED DRAWING
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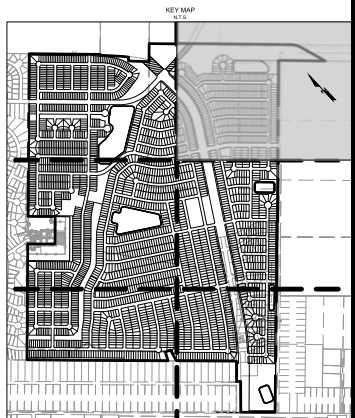
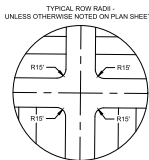
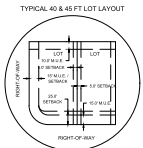
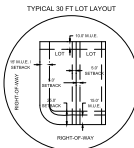
SHEET 5 OF 10

HYPOQUOTED UNITS TO CAMINO REAL WEST/CAMINO REAL WEST/CAMINO REAL WEST DATE: 4/23/2011 11:55:30 AM BY: JAW



SCALE: 1" = 100'
GRAPHIC SCALE IN FEET

LEGEND	
	PROPERTY BOUNDARY
	PROPOSED RIGHT OF WAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	ROAD CENTERLINE
	PROPOSED LOT LINE
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Suite 340
Austin, Texas 78759
(512) 452-0971
FAX: (512) 452-0933
TERRY HINN, P.E.
GRAY
ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

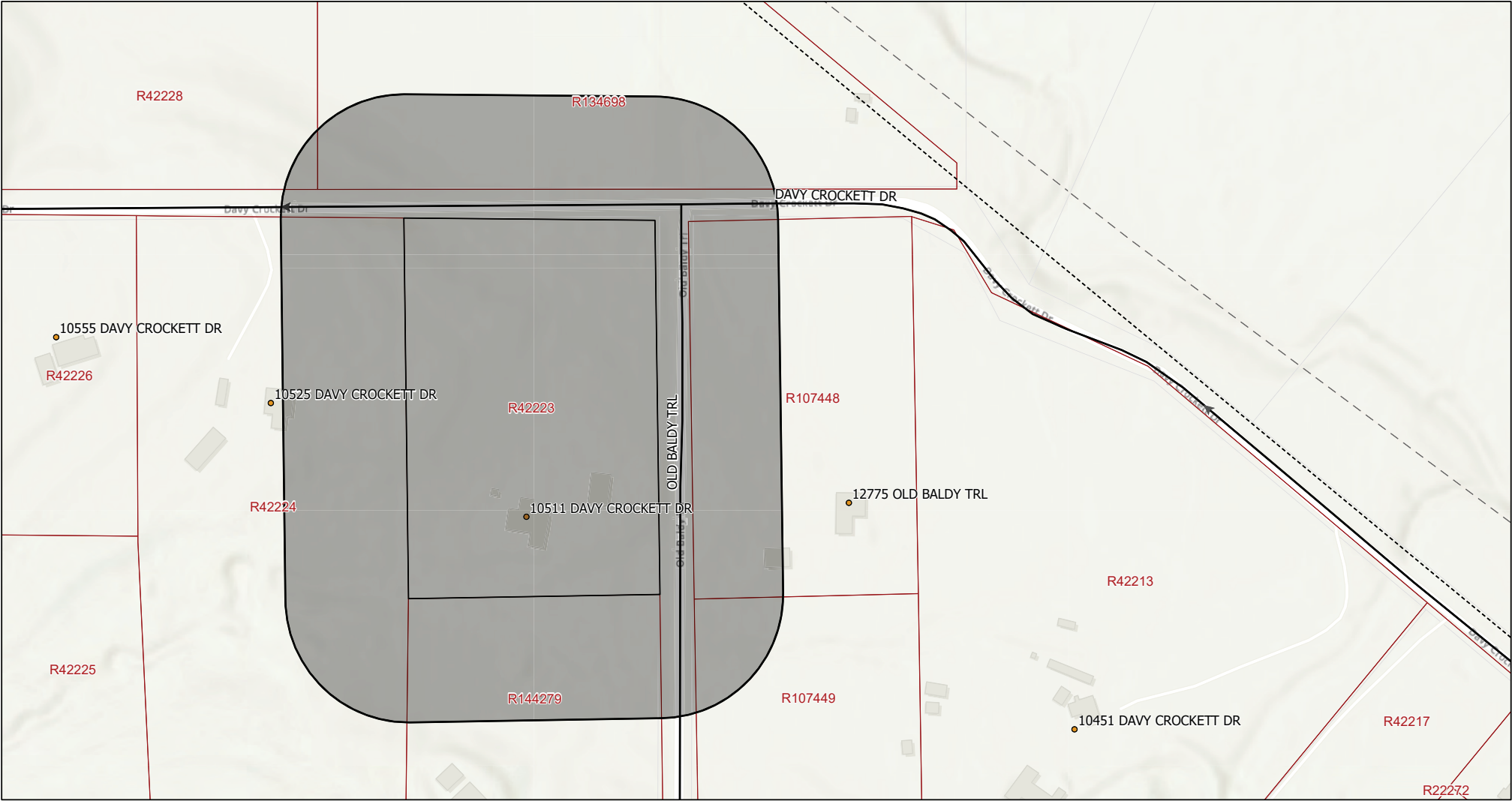
THE RIDGE WEST AT
CAMINO REAL
PRELIMINARY PLAN

PRELIMINARY PLAN
(4 OF 6)

PROJECT NO: 1263-11733
DESIGNED BY: JM
DRAWN BY: JM
CHECKED BY: EU
NOTICE:
ALTERATION OF A
SEAL OR DRAWING
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NOTIFICATION TO THE
RESPONSIBLE ENGINEER
IS A VIOLATION OF THE
TEXAS ENGINEERING
PRACTICE ACT



Hays County Development Services Map

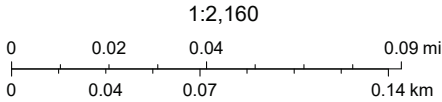


6/12/2026, 9:54:45 AM

- Override 1
- 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,



AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Ruben Becerra, County Judge

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to adopt a Resolution establishing a temporary, 180-day Emergency Water Protection Review Period for high-impact development applications, creating the Hays County High-Water Demand Development Review Board to evaluate critical groundwater impacts, and providing an immediate effective date. **BECERRA**

Summary



Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to adopt a Resolution of the Hays County Commissioners Court urgently calling upon the Texas Legislature to enact comprehensive regulatory reforms, strict water-use limitations, mandatory conservation measures, and enhanced state oversight of industrial high-water-use and high-energy-demand facilities, including data centers and other large-scale industrial operations, to prevent the depletion of regional aquifers, reduce strain on Texas' electric grid, protect public health and safety, and preserve critical water and energy resources for current and future generations. **BECERRA**

Summary



AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Matthew Gonzales

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to adopt a resolution related to the rabies outbreak in Central Texas.

HAMMER/GONZALES

Summary

Attachments

Resolution/ Rabies



A Resolution of the Hays County Commissioners Court Regarding the Outbreak of Rabies in the Central Texas Area

WHEREAS, The Texas Department of State Health Services is the state agency responsible for rabies prevention, surveillance, and control; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code requires each county and municipality to appoint a Local Rabies Control Authority (LRCA) providing local authority to prevent and respond to rabies concerns; and

WHEREAS, The Hays County Sheriff's Office Animal Control Division is the designated Local Rabies Control Authority and responds to concerns of rabies in wildlife, livestock, and pets in Hays County; and

WHEREAS, The Hays County Health Department is partnering with the State and Community Based Organizations to conduct rabies prevention strategies amongst the pets of residents in Hays County; and

WHEREAS, Hays County and other Central Texas Counties are experiencing an increase in rabies in wildlife species such as: fox, skunks, and bats; and

WHEREAS, Hays County is experiencing prevalence of rabies amongst the fox population and is considered to be experiencing an outbreak; and

WHEREAS, The Texas Department of State Health Services (DSHS) established the Oral Rabies Vaccination Program (ORVP) in February 1995 to respond to two epizootics (epidemics in animals); and

WHEREAS, The ORVP is a cooperative program involving DSHS, Texas Cooperative Extension Wildlife Services, US Department of Agriculture Wildlife Services, Texas Military Department, Centers for Disease Control and Prevention; and other local, state, and federal agencies; and

WHEREAS, The ORVP has had large success in reducing rabies amongst the coyotes and dogs in South Texas and gray foxes in West-Central Texas; and

WHEREAS, The residents of Hays County are requesting the Hays County Commissioners take affirmative action to respond to the current outbreak impact on wildlife and pets; and

WHEREAS, The Hays County Commissioners Court cares deeply about our environment and ecosystem, the wellbeing and safety of wildlife, livestock, and pets, and wants to promote strong collaboration and partnership with federal, state, and local governments and agencies to respond to the local outbreak.

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

SECTION 1. POSITION OF THE COURT

The Hays County Commissioners Court supports the wellbeing and safety of residents, their livestock, their pets, and wildlife in our community. The Court formally expresses its support for the Texas Department of State Health Services to request assistance and approval from Federal, State, and Local agencies to conduct Oral Rabies Vaccination and other preventive activities including quarantine enforcement for rabies.

SECTION 2. LEGISLATIVE ACTION REQUESTED

The Hays County Commissioners Court respectfully request that the Governor and Texas Legislature:

1. Consider, if circumstances warrant action, inclusion of this issue on the call of a **Special Session of the Texas Legislature** to address urgent concerns about rabies amongst wildlife, livestock, and pets; and
2. Approve the funding requested by the Texas Department of State Health Services related to the prevention and treatment of rabies in wildlife, livestock, and pets; and
3. Approve the funding requested by the Texas Department of State Health Services related to the funding of local public health activities related to the prevention and treatment of Rabies in wildlife, livestock, and pets.

SECTION 3. DISTRIBUTION

Copies of this Resolution shall be transmitted to:

- Greg Abbott, Governor of Texas;
- Dan Patrick, Lieutenant Governor of Texas;
- Judith Zaffirini, Texas Senator (District 21);
- Donna Campbell, Texas Senator (District 25);
- Erin Zwiener, Texas State Representative (District 45);
- Carrie Isaac, Texas State Representative (District 73);
- Texas Department of State Health Services; and
- Appropriate regional and local governmental bodies.

SECTION 4. EFFECTIVE DATE

This resolution shall take effect immediately upon its adoption.

APPROVED & ADOPTED ON THIS THE 23RD DAY OF JUNE 2026

Ruben Becerra
Hays 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



Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action regarding the potential disbursement of San Marcos Hays County EMS asset ownership upon its dissolution and give direction to staff regarding same. **INGALSBE**

Summary:

San Marcos Hays County EMS ("SMHCEMS") will be dissolving and the City of San Marcos has established a standalone City Emergency Medical Services Department. The County has put forth public moneys towards the creation and maintenance of SMHCEMS since its creation at various levels of funding. This item would be to discuss the expectations of the Hays County Commissioners Court regarding what money or assets it would expect to receive and to give potentially give direction on what additional information the Court might need in order to make an informed decision.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: TBD

Budget Office:

Source of Funds: San Marcos Hays County EMS

Budget Amendment Required Y/N?: TBD

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office:

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD

Comments:

**Hays County Commissioners Court****Date:** 06/23/2026**Requested By:** Kelly Higgins, District Attorney**Sponsor:** Judge Becerra**Agenda Item:**

Discussion and possible action to authorize the Hays County District Attorney's Office to regrade a Victim Assistance Coordinator, position # , Grade 116, to a Senior Victim Assistance Coordinator, Grade 119, effective June 23, 2026.

BECERRA/HIGGINS**Summary:**

The proposed regrade of the Victim Assistant Coordinator position to a Senior Victim Assistant Coordinator position is intended to better align with the duties being carried out by this position. This position serves as a senior-level victim advocacy and case management resource within the District Attorney's Office, responsible for coordinating comprehensive victim services for felony criminal cases from initial intake through final disposition. In addition, this position may provide functional leadership, guidance, and training to interns, volunteers, newer victim assistance personnel, or support staff.

Fiscal Impact:

Amount Requested: \$2,732 (FY26)

Line Item Number: 001-607-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Salary savings due to attrition are available.

Victim Advocate**Grade 116, Step 9**

Vacant		Remainder FY26	Annualized FY27
		Totals	Totals
57,632.00			
Staff Salaries	5021	\$ 14,408	\$ 58,136
FICA	5101_100	\$ 893	\$ 3,604
MEDI	5101_200	\$ 209	\$ 843
RET	5101_300	\$ 1,823	\$ 7,354
MED INS	5160_400	\$ 2,975	\$ 15,125
DENTAL INS	5160_500	\$ 101	\$ 405
LIFE INS	5160_600	\$ 17	\$ 66
Total		\$ 20,425	\$ 85,533
		\$ 20,425	\$ 85,533

Sr. Victim Advocate**Grade 119, Step 9**

Vacant		Remainder FY26	Annualized FY27
		Totals	Totals
66,716.00			
Staff Salaries	5021	\$ 16,679	\$ 67,300
FICA	5101_100	\$ 1,034	\$ 4,173
MEDI	5101_200	\$ 242	\$ 976
RET	5101_300	\$ 2,110	\$ 8,513
MED INS	5160_400	\$ 2,975	\$ 15,125
DENTAL INS	5160_500	\$ 101	\$ 405
LIFE INS	5160_600	\$ 17	\$ 66
Total		\$ 23,157	\$ 96,557
Effective 6/23/2026		\$ 23,157	\$ 96,557

Increased Cost	\$ 2,732	\$ 11,023
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Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Cooperation Agreement between Wimberley Independent School District (WISD) and Hays County related to school resource officers. **HAMMER/HIPOLITO**

Summary:

This new, updated Agreement includes revised language that further details the responsibilities of all parties to the Agreement, updates the vehicle usage fees, and confirms campus placements of SRO officer. The Hays County Sheriff's Office will provide four officers to serve as SROs for WISD. The County and the ISD will each cover a portion of the associated costs, as outlined in the attached exhibits. WISD approved this Agreement on June 15th.

Fiscal Impact:

Amount Requested: \$554,511.00 (County's Allocation)

Line Item Number: 001-618-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: County joint funds the School Resource Officers; County incurs the full costs and seeks reimbursement for Wimberley ISD's cost share per exhibit B. This agreement applies to Fiscal Year 2027 and will be budgeted through the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Government Code, Chapter 791

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Intergovernmental revenues are certified during the annual budget process.

Comments:

Attachments

WISD SRO Interlocal

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE
WIMBERLEY INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Wimberley Independent School District (“WISD”), a political subdivision acting through its Board of Trustees, and Hays County, Texas (“Hays County”), a political subdivision of the State of Texas. Collectively, WISD and Hays County may be referred to individually as a “Party” or collectively as the “Parties.”

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, WISD is a public-school district with campuses located within the jurisdictional boundaries of Hays County where the Hays County Sheriff’s Office (“HCSO”) presently provides law enforcement services;

WHEREAS, WISD and Hays County each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both WISD and Hays County;

WHEREAS, WISD and Hays County warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1
LEGAL AUTHORITY AND PURPOSE**

- 1.1 The legal authority for Hays County and WISD to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Hays County and WISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the school resource officer (“SRO”) program is to place a community law enforcement officer in the WISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the HCSO. The breakdown of SRO placement can be found in **Exhibit A**.

Article 2
SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for Hays County. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the HCSO. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations may be issued, and arrests made when appropriate and in accordance with Texas law and HCSO policy. The SROs or the HCSO will have the final decision on whether criminal charges shall be filed. The HCSO reserves the right to remove temporarily the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators and will not act as such. However, with the agreement of Hays County, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education, search and seizure, motor vehicle and criminal law to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal or other appropriate administrator, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.

Article 3
GENERAL DUTIES AND RESPONSIBILITIES

- 3.1 Hays County agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCOLE certification and their assignment as a school-based law enforcement officer.
- 3.2 The SROs assigned to WISD shall be subject to the decision of the HCSO. WISD understands that Hays County or the HCSO may rotate or change any officer assigned to serve as an SRO. If for some reason WISD has a substantial issue with an SRO assigned, they may communicate that to the HCSO for them to take into consideration.

- 3.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of WISD and while on any property under the control and jurisdiction of WISD or otherwise in the performance of his/her duties under the guidelines of WISD policies and regulations.
- 3.4 Hays County will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, WISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within WISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE, Hays County, the HCSO, the Texas Association of School Boards ("TASB"), and any applicable WISD policies.
- 3.5 As Hays County employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of Hays County or procedures of the HCSO.
- 3.6 WISD will report all required student misconduct to the HCSO in accordance with Texas Education Code § 37.015. Hays County, through the HCSO, will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 3.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, WISD agrees to provide the SROs with: (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) access to technology installed at WISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under WISD policies for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 3.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 3.9 The Parties recognize that the services to be provided by Hays County may be limited to the extent that said services conflict with or compromise Hays County's ability to provide effective law enforcement services to Hays County generally; and, should a conflict arise between the policies of WISD and Hays County, Hays County's policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent Hays County from meeting its obligations under this Agreement, Hays County acknowledges such conflict constitutes good cause to terminate the Agreement.
- 3.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

- 3.11 Nothing in this Agreement prevents WISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes; rather the HCSO policy regarding off-duty employment shall govern.

Article 4
SPECIFIC DUTIES AND RESPONSIBILITIES

Hays County through the HCSO SRO program establishes that:

- 4.1 The ultimate goal of the SRO is to maintain a peaceful educational environment that allows the learning process to continue uninterrupted.
- 4.2 The SRO will conduct themselves in a manner that exemplifies a positive role model to students and maintain good relations with the school community.
- 4.3 The SRO will wear and/or utilize the Sheriff's Office issued uniform with all the normal accessories and equipment during their duty hours.
- 4.4 The SRO will respond to calls for service during the course of the regular school day or when serving in support of an official WISD extracurricular or after-school activity.
- 4.5 The SRO will patrol areas within or in the vicinity of the geographical boundaries of WISD to protect all students, personnel, and visitors. The SRO will remain highly visible throughout the campus yet be unpredictable in their movements to maintain order, prevention, awareness, intervention and disruptions.
- 4.6 The SRO will remain on their assigned school campus(es) and attend to school activities during their duty hours. Responses to Hays County law enforcement calls are to be limited to extreme emergencies and observation of criminal acts. The SRO shall notify campus administrators upon departure and return when responding to such calls, circumstances permitting.
- 4.7 The SRO will engage in all law enforcement activities arising from the enforcement of criminal laws or civil situations, including, but not limited to, responding immediately to a crisis situation, intervening in and investigating alleged crimes, preparing reports, security monitoring and consulting, issuing citations, enforcing court orders, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement.
- 4.8 The SRO shall not be involved in searches conducted by school officials or compelled to search on behalf of WISD. The SRO may provide presence for safety or exigent circumstance criteria. In the event that illegal contraband is discovered via a district search, it will be immediately released to the SRO.
- 4.9 The SRO will assist school officials in school safety projects, scheduling, major event planning, drills and simulations related to crises management, emergency response, and threat mitigation.

- 4.10 The SRO will provide traffic direction and control as needed, and as deemed appropriate by the SRO.
- 4.11 WISD and Hays County agree that canine contraband services will be conducted by a third party. The third-party canine handler will coordinate with the WISD Office of Safety & Security to plan dates for the canine searches. The procedures for the searches will be determined by the third-party canine search provider. The SRO and a representative of WISD will accompany the outside service providers during random canine searches conducted on WISD property.
- 4.12 Pursuant to Section 37.115 of the Texas Education Code (Threat Assessment and Safe and Supportive School Program and Team), the SRO will serve on the campus threat assessment team for the purpose of assisting in assessing students who make threats of violence and exhibit harmful, threatening or violent behavior, as defined by law. In this capacity, the SRO will assist the team in providing, gathering, and analyzing data to determine the level of risk and appropriate intervention for a student and assist in providing guidance to students or school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community or individual.
- 4.13 The SRO may assist WISD with its Emergency Operation Plan.
- 4.14 The SRO will remain compliant with WISD policies, regulations, rules and guidelines while completing their duties and remain physically located on WISD property in accordance with this Agreement to the extent that they do not contradict their duties as law enforcement officers.
- 4.15 The SRO will attend campus meetings, briefings and training as requested by the campus/district administration, when possible.
- 4.16 The SRO will prepare reports and documentation related to events occurring within the geographic boundaries of WISD, to the extent such information is required by law or WISD policy or HCSO procedures. This information will be provided in a monthly statistical report format that is agreed upon by the parties. WISD and Hays County shall maintain records of every campus-based incident resulting in police involvement.
- 4.17 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, all law enforcement agencies and SROs will contact the campus principal of the student's campus. As provided by WISD policies, the principal will:
- a. Verify and record the identity of the officer or other authority and request an explanation of the need to interview the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises what the principal considers to be a valid objection to the notification, the parent shall not be notified.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.

4.18 The SRO will notify the campus and district administration in advance, whenever possible, regarding an absence. When circumstances don't allow this, the notice should be given as soon as possible for district planning. The County will make every effort to provide for replacement officers for those times when the SRO assigned pursuant to this agreement is absent due to training, extended sick time, vacation time, FMLA, workers compensation, etc. *Routine absences may not be covered due to staffing demands within the Sheriff's Office.*

4.19 The SRO and WISD will coordinate, whenever practical, investigation procedures and actions.

WISD, as established through this Agreement, shall:

4.20 Assume control of all campus management and activities.

4.21 Provide training and guidance to the SRO for any campus activities.

4.22 Provide access to WISD records, systems and otherwise confidential information for the specific purpose of investigating a potential criminal violation that occurred on campus or to complete a report for an incident that occurred off-campus but is reported to the SRO as part of their duties.

4.23 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Superintendent or their designee and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent. WISD shall receive notification of the incident from the HCSO within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

4.24 Provide a reasonable opportunity to address district officials, administrators, teachers, parents and students regarding the SRO program, goals and objectives.

4.25 Seek input and collaborate with the SRO regarding criminal justice programs relating to students and security issues.

4.26 Notify the SRO or SRO supervisor as soon as reasonably possible when school personnel or students discover weapons, drugs, alcohol or illegal contraband on WISD property. All items will be immediately released to the custody of the SRO pursuant to their rules and policy.

4.27 Report to the SRO any violations of law or criminal offenses for proper collaboration of investigative actions.

4.28 Complete all requests for information, reports, statements, etc. requested by the SRO for purposes of a campus law enforcement investigation.

4.29 Collaborate with SRO regarding any security issues or restrictive access to the campus property involving "Criminal Trespass" to ensure both parties have prompt access to the information.

- 4.30 Supply necessary information regarding the campus safety, traffic plan and any additional information needed to complete the desired tasks. (This information is disseminated at the discretion of the campus administration.)
- 4.31 Not involve the SRO in ordinary campus discipline. SROs' input may be sought at the discretion of the campus administration. Disciplining students is an administrative school district responsibility.
- 4.32 Not request an SRO to participate in campus activities in which they have not been trained and approved to complete during their scheduled hours. The approval includes their immediate chain of command and their designated campus administrators.
- 4.33 Notify the WISD designee and the SRO supervisor in the event of any issues, complaints or concerns regarding the SRO, their behavior or performance. This may include a written summary of the incident.

Article 5

FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 5.1 SROs are employees of Hays County, by and through the HCSO, and are not employees of the WISD. Hays County shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the Hays County. Hays County shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, social security taxes, if any, and all other payroll expenses, with the exception of overtime as detailed in Section 5.2 below.
- 5.2 WISD shall be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in **Exhibit B**.
- 5.3 WISD shall pay Hays County at the rates set forth in **Exhibit B** for the actual time spent by any substitute deputy as if they were the standard assigned deputy.
- 5.4 Hays County shall invoice WISD quarterly for the services rendered within thirty (30) days of the completion of the quarter. WISD shall pay Hays County for the services rendered within thirty (30) days of the date that the invoice is received by WISD.
- 5.5 The Parties acknowledge that the cost to Hays County of providing the services described herein may change over time. Hence, the Parties agree that Hays County may change the monthly compensation rates for officers' progression within their merit-based steps in accordance with the Hays County Collective Bargaining Agreement without giving a Notice of Rate Change for each officers' movement within the pay scale. However, if Hays County changes the merit-based step ranges, Hays County shall give WISD a written Notice of Rate Change at least sixty (60) days prior to the effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs as set forth in Exhibit B. If WISD does not desire to continue to receive services at the rates stated in the Notice of Rate Change, it may terminate this Agreement or negotiate a mutually-agreed-upon rate change prior to the effective date of the rate change by

giving Hays County written notice. If WISD does not terminate this Agreement or negotiate a mutually-agreed-upon modification to the rate change, WISD will be deemed to have accepted the rate change and shall pay the rates stated in the Notice of Rate Change for any services provided by the HCSO pursuant to this Agreement on or after the effective date of the rate change.

- 5.6 Fourth quarter services may be requested by WISD to Hays County during the summer months of June and July. These services will be requested by WISD at least sixty (60) days prior to the start date of coverage. Payment for services will follow the same billing guidelines indicated above. Payment for these services will be based on the number of hours worked for that time period and will not reflect a full quarterly billing encumbrment. The invoice and payment will be paid based on the officer assigned and the days worked.
- 5.7 WISD will pay for any additional SRO training that WISD may require unrelated to TCOLE training requirements.
- 5.8 The Parties agree to provide the following equipment and materials to the SROs:
 - a. At its own cost, Hays County shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve Hays County. Hays County will maintain and service all equipment used by the SROs in providing services to WISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment specific to HCSO record-keeping systems, firearms, radios, and all other devices used by Hays County law enforcement personnel in the performance of their duties. Hays County will also provide a fully equipped patrol car to each SRO. WISD shall fund the County, in accordance with Exhibit B, for costs related to vehicle maintenance and fuel for such patrol car(s).
 - b. WISD will provide the SROs with office space on school property, a telephone, a WISD computer utilized to access the WISD system records, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. WISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. Hays County will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property in conjunction with a school event or activity.

Article 6

RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of WISD and Hays County shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

- 6.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venture, or any other similar such relationship.
- 6.3 Officers employed by Hays County and assigned by Hays County to serve as SROs at WISD are and will remain employed by Hays County.
- 6.4 HAYS COUNTY SHALL HAVE NO LIABILITY WHATSOEVER FOR OR WITH RESPECT TO WISD'S USE OF ANY WISD PROPERTY OR FACILITY, OR THE ACTIONS OF, OR FAILURE TO ACT BY, ANY EMPLOYEES, SUBCONTRACTORS, AGENTS OR ASSIGNS OF WISD. WISD COVENANTS AND AGREES THAT:
- a. WISD SHALL BE SOLELY RESPONSIBLE, AS BETWEEN WISD AND HAYS COUNTY AND THE AGENTS, OFFICERS AND EMPLOYEES OF HAYS COUNTY, FOR AND WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR WITH RESPECT TO ANY ACT, OMISSION, OR FAILURE TO ACT BY WISD OR ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS, WHILE ON WISD PROPERTY OR WHILE USING ANY WISD FACILITY OR PERFORMING ANY FUNCTION OR PROVIDING OR DELIVERING ANY SERVICE UNDERTAKEN BY WISD PURSUANT TO THIS AGREEMENT.
 - b. FOR AND WITH RESPECT TO THE SERVICES TO BE PROVIDED BY HAYS COUNTY TO WISD PURSUANT TO THIS AGREEMENT, WISD HEREBY CONTRACTS, COVENANTS, AND AGREES TO OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT, DURING THE TERM OF THIS AGREEMENT, A POLICY OR POLICIES OF INSURANCE, OR RISK POOL COVERAGE, REASONABLY EXPECTED TO INSURE WISD AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND AGAINST ANY CLAIM, CAUSE OF ACTION OR LIABILITY ARISING OUT OF OR FROM THE ACTION, OMISSION, OR FAILURE TO ACT BY WISD, ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS IN THE COURSE OF THEIR DUTIES.
- 6.5 WISD SHALL HAVE NO LIABILITY WHATSOEVER FOR OR WITH RESPECT TO HAYS COUNTY'S USE OF ANY HAYS COUNTY PROPERTY OR FACILITY, OR THE ACTIONS OF, OR FAILURE TO ACT BY, ANY EMPLOYEES, SUBCONTRACTORS, AGENTS, OR ASSIGNS OF HAYS COUNTY. HAYS COUNTY COVENANTS AND AGREES THAT:
- a. HAYS COUNTY SHALL BE SOLELY RESPONSIBLE, AS BETWEEN HAYS COUNTY AND WISD AND THE AGENTS, OFFICERS, AND EMPLOYEES OF THE WISD, FOR AND WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR WITH RESPECT TO ANY ACT, OMISSION, OR FAILURE TO ACT BY HAYS COUNTY OR ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS, WHILE ON HAYS COUNTY PROPERTY OR WHILE USING THE ANY OF HAYS COUNTY'S FACILITIES OR PERFORMING ANY FUNCTION OR PROVIDING OR DELIVERING ANY SERVICE UNDERTAKEN BY THE HAYS COUNTY PURSUANT TO THIS AGREEMENT.
 - b. FOR AND WITH RESPECT TO THE SERVICES TO BE PROVIDED BY THE HAYS COUNTY TO WISD PURSUANT TO THIS AGREEMENT, HAYS COUNTY HEREBY CONTRACTS, COVENANTS, AND AGREES TO OBTAIN AND MAINTAIN IN

FULL FORCE AND EFFECT, DURING THE TERM OF THIS AGREEMENT, A POLICY OR POLICIES OF INSURANCE, OR RISK POOL COVERAGE, IN THE AMOUNTS SUFFICIENT TO INSURE HAYS COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, OR LIABILITY ARISING OUT OF OR FROM THE ACTION, OMISSION, OR FAILURE TO ACT BY HAYS COUNTY, ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS IN THE COURSE OF THEIR DUTIES.

- 6.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 6.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither WISD nor Hays County waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or sovereign immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.
- 6.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Hays County nor WISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 6.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of Hays County or WISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by WISD, and all governmental and proprietary functions and services traditionally provided by Hays County, shall be and remain the sole responsibility of each such party.

Article 7

TERM

- 7.1 The initial term of this Agreement shall be August 1, 2026, and continue through July 31, 2027, and shall automatically renew for annual terms commencing on August 1st thereafter, unless terminated earlier, in writing, by either party.
- 7.2 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of ninety (90) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

- 7.3 In the event the Parties are unable to reach a mutual agreement on the terms of the Agreement by August 1st of the annual term, any Party will have cause to terminate its participation in the Agreement by giving the other Party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

ARTICLE 8
NOTIFICATIONS

- 8.1 All correspondence and communications regarding this Agreement shall be directed to:

HAYS COUNTY
Attn: County Judge
111 E. San Antonio Street, Suite 300
San Marcos, TX 78666

WISD
Attn: Superintendent of School
951 FM 2325
Wimberley, TX 78676

With copy to:

Hays County Sheriff's Office
Attn: Captain—LE Bureau
810 S. Stagecoach Trail
San Marcos, TX 78666

- 8.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2026.

HAYS COUNTY, TEXAS

By _____
Ruben Becerra, Judge, Hays County

By _____
Anthony Hipolito, Sheriff, Hays County

ATTEST:

By _____
Elaine Cardenas, Clerk, Hays County

WIMBERLEY INDEPENDENT SCHOOL DISTRICT

By _____
Dr. Rob Campbell, President, WISD School Board

By _____
Dr. Greg Bonewald, WISD Superintendent

ATTEST:

By _____
Mr. Chad Canine, Secretary, WISD School Board

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE
WIMBERLEY INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY

Campus/SRO Assignments:

Hays County will provide FOUR (4) full-time deputies assigned to provide the law enforcement services as School Based Law Enforcement (SBLE) School Resource Officers (SRO) described herein and that these deputies shall be assigned to areas as agreed upon by the Sheriff's Office and WISD, as set forth below:

- a. One (1) deputy will be assigned full-time to Wimberley High School
- b. One (1) deputy will be assigned full-time to Wimberley Danforth Junior High School
- c. One (1) deputy will be assigned full-time to Wimberley Jacob's Well Elementary School
- d. One (1) deputy will be assigned full-time to Wimberley Blue Hole Primary School

EXHIBIT B

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE
WIMBERLEY INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY

"EXHIBIT B"

	<u>Annualized</u>	<u>21% Hays Co</u>	<u>79% WISD</u>
Base Salary ¹	92,160	19,354	72,807
Certification Pay	900	189	711
Salary	93,060	19,543	73,518
FICA/Medicare	7,119	1,495	5,624
Retirement	11,837	2,486	9,351
Insurances	12,230	2,568	9,662
Fringe	31,186	6,549	24,637
Vehicle Maintenance	3,500	735	2,765
Total Per Officer	127,747	26,827	100,920
Total for 4 Officers	510,987	107,307	403,679

	<u>Annualized</u>	<u>100%</u>	<u>0%</u>
1 Lieutenant ¹ (13%)	156,049	20,286	0
1 Sergeant ¹ (44%)	137,557	60,525	0
1 Corporal ¹ (44%)	134,284	59,085	0
SRO Officer Supervision	427,889	139,896	0

		<u>100%</u>	<u>0%</u>
One time equipment costs	53,899	53,899	0
On-going equipment costs	22,928	22,928	0
Total Equipment Per Officer	76,827	76,827	0
Equipment for 4 Officers	307,308	307,308	0
TOTAL ESTIMATE FOR ALL COSTS		554,511	403,679

<u>Total Estimated Contract Costs:</u>	<u>Year 1</u>
1st Quarter:	134,560
2nd Quarter:	134,560
3rd Quarter:	134,560
Total WISD for 3 Quarters	403,679
Hays Co Total (SRO's, Supervision & Eqpt)	554,511
Annualized Cost	958,191
4th Quarter: ²	21,291

¹ Proposed Base Salary is calculated utilizing the FY26 MBS-6 pay structure and standard certifications. Invoicing will be based on actual MBS level assignment. Incorporated an estimated 5% increase for CBA salary negotiations

² Estimated cost of option for 4th Quarter per additional officer.

Additional Hays County Liabilities:

Accrued Compensated Absences

Additional Family Members on County Insurance

> 1 Catastrophic health event = \$200,000 county funds



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Elaine Brown

Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of a Reimbursement Agreement between Hays County and Christopher Winn, an employee of Hill Country MHDD, for attendance at the National All Rise Conference.

COHEN/BROWN

Summary:

Hays County received a grant from the Office of the Governor, FY26 Specialty Court grant program that included registration and travel costs associated with attending the National All Rise Conference in Nashville from July 20-23. Staff originally intended for 2 individuals from the Mental Health Court and 1 from the District Attorney's Office to attend. The staff member from the District Attorney's Office is no longer able to attend, so staff from the Mental Health Court would like to cover costs for Christopher Winn, the Mental Health Team Diversion Lead, from Hill Country MHDD to attend with them. Hill Country MHDD and the Mental Health Court program work closely together and this would allow for staff to receive the same training and for increased partnership. All costs will be paid with grant funds.

Fiscal Impact:

Amount Requested: \$3,000.00 Not To Exceed

Line Item Number: 001-612-99-227.5551 (\$2,380.00)

001-612-22.5551 (\$620.00)

Budget Office:

Source of Funds: Office of the Governor - FY26 Specialty Court Grant

Budget Amendment Required Y/N?: No

Comments: Department will exceed the grant budget due to including and reimbursing employee from Hill Country MHDD. If agenda item is approved the total cost of the trip will exceed the grant budget. The remainder of the balance will be expensed to the department's general fund budget.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: Conference registration must follow the purchasing policy, and travel must follow the travel policy Texas Government Code, Chapter 791

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the “Agreement”) is hereby made effective on or about June 23, 2026 between Hays County, a political subdivision of the State of Texas (“County”), 111 E. San Antonio Street, Suite 300, San Marcos, Texas, and Christopher Winn, Mental Health Diversion Team Lead for Hill Country Mental Health and Developmental Disability Centers (“Hill Country MHDD”), 819 Water Street, Suite 300, Kerrville, Texas 78028. Mr. Winn and Hays County may hereinafter be referred to as the “Parties.”

RECITALS

WHEREAS, the County is a recipient of the Office of the Governor’s Fiscal Year 2026 Specialty Courts Grant Program;

WHEREAS, Hill Country MHDD is the County’s Local Mental Health Authority, as authorized by Chapters 533 and 534 of the Texas Health and Safety Code

WHEREAS, the County and Hill Country MHDD coordinate closely to provide mental health services and resources to meet individual needs locally.

WHEREAS, the County identified available Office of the Governor’s Fiscal Year 2026 Specialty Courts Grant Program funds (“Grant Funds”) to pay for qualifying costs associated with stakeholder attendance at the National All Rise Conference (“Conference”) in Nashville, Tennessee between July 20-23, 2026.

WHEREAS, given the County’s close interaction and coordination with Hill Country MHDD to render local mental health services to County residents, the County requested and received authorization to expend Grant Funds to reimburse Hill Country MHDD’s Mental Health Diversion Team Lead, Christopher Winn, for qualifying costs associated with attendance at the Conference.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations of the Parties in this Agreement, the County and Christopher Winn agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the County will reimburse Christopher Winn for qualifying costs associated with attending the Conference.

ARTICLE 2 OBLIGATIONS OF THE PARTIES

2.1 Christopher Winn agrees to submit supporting invoices, receipts and other required documentation with a Travel Expense Form to substantiate qualifying costs associated with conference registration, hotel, airfare, ground travel and meal expenses within the per diem rates set forth in the Hays County Travel Policy effective within thirty (30) days of return travel.

2.2 Within 30 days of receipt of the documentation specified in Paragraph 2.1, *supra*, the County will reimburse Christopher Winn for qualifying, properly documented travel costs associated with Conference attendance, in the County's discretion.

2.3 The Funds shall be drawn only from the Grant Funds specifically designated by the County for the purposes of this Agreement and from no other accounts of the County.

ARTICLE 3 TERM AND TIME OF PERFORMANCE

3.1 The effective date of this agreement shall be the date last executed by the Parties, below (the "Effective Date"). The term of the Agreement shall continue from the Effective Date until September 30, 2026.

ARTICLE 4 MISCELLANEOUS

4.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or arguments either written or oral.

4.2 Lawful Authority. The execution and performance of this Agreement by the Parties have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

4.3 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

4.4 Waiver of Liability. Christopher Winn understands that, by agreeing to reimburse for Conference attendance, Hays County assumes no liability for personal injury or property damage arising from Conference attendance and/or associated travel.

4.5 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any

provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term “will” is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

4.6 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

4.7 No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

4.8 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

EXECUTED in duplicate originals this ____ day of _____, 2026.

Hays County:

By: _____
Ruben Becerra, Hays County Judge

Christopher Winn



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to pre-qualify all respondents who scored seventy (70) or above for the RFQ 2026-Q03 Land Surveying Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County for Land Surveying services. The selection of a firm will be brought to Commissioners Court for approval, utilizing the Vendor Selection Form, prior to a contract being brought back to the Commissioners Court for execution. The pool will be reviewed and reopened on an annual basis. **BECERRA/HUNT**

Summary

On October 28, 2025, the Commissioners Court approved specifications and authorized Purchasing to solicit statements of qualifications (SOQs) to establish a Land Surveying Services pool.

The Purchasing Office received forty-two (42) proposals, with three (3) being deemed non-responsive due to not submitting the required documents identified in the solicitation documents. Pursuant to the Commissioners Court's direction, on June 9, 2026, all firms who received an average score of 70 or above will be awarded into the pool.

The following Chapter 176 & Related Party Disclosures were identified:

- Chapter 176: Commissioner Cohen: Quiddity Engineering, Jesse Pena (QA/QC Specialist)
- Related Party Disclosure: BGE, Inc: Mark Jones, past employee
- Related Party Disclosure: Garver, LLC: Delton Duggins, Brother in Law works for them
- Related Party Disclosure: Quiddity Engineering, Commissioner Cohen, Stepfather works there

Attachments

RFQ 2026-Q03 Disclosures

RFQ 2026-Q03 Final Tabulation - Unsigned

RFQ 2026-Q03 Land Surveying 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
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
BGE, Inc.	Mark Jones	Mark Jones	Commissioner Pct. 2	Past Employee
Garver, LLC	Delton Duggins	Wade Benton	Sr. Project Manager	BIL
Quiddity Engineering	Commissioner Pct. 2 Dr. Michelle Cohen	Jesse Pena	QA/QC Specialist	Parent

Purchasing Office Review

X: Zachary Farnsworth
Zachary Farnsworth (Jan 15, 2026 09:08:37 CDT)
Contract Specialist

X: Stephanie Hunt
Stephanie Hunt (Jan 15, 2026 09:11:35 CDT)
Purchasing Agent

**RFQ 2026-Q03 Land Surveying Services Pool
Final Tabulation**

Firm	Average Scores	Firm	Average Scores
AG3 Group, LLC	93	Landesign Services, Inc.	88
Bain Medina Bain, Inc.	86	Lina T. Ramey and Associates, Inc.	80
Baseline Corp. (DCCM)	96	LJA Surveying, Inc.	93
BGE, Inc.	97	McGray & McGray Land Surveyors, Inc.	87
Bowman Consulting Group, Ltd.	93	McKim & Creed, Inc.	84
Byrn & Associates, Inc.	93	MWM DesignGroup	84
CivilCorp, LLC	81	Pape-Dawson Consulting Engineers, LLC	95
Cobb, Fendley & Associates, Inc.	94	Poznecki-Camarillo, LLC	84
Colliers Engineering & Design	88	Quiddity Engineering	90
Doucet & Associates, Inc.	95	Rodriguez Transportation Group, Inc.	91
Dunaway Associates, LLC	86	SAMES, Inc.	89
Garver, LLC	94	Sherwood Surveying & SUE, LLC	86
GE Reaves Engineering	88	Solaray Engineering, Inc.	85
Halff Associates, Inc.	94	Stantec Consulting Services, Inc.	85
HR Green Development TX, LLC	87	Steger Bizzell	88
IMEG Consultants Group	84	Survey Works, LLC	84
KCI Technologies, Inc.	88	TRC Engineers, Inc.	85
Kimley-Horn and Associates, Inc.	94	Unintech Consulting Engineers, Inc.	87
Lamb-Star Engineering, LLC	85	Volkert, Inc.	86
Landesign Services, Inc.	88	Westwood Professional Services	89

Bids Deemed Non-Responsive	Chapter 176 Conflicts & Related Party Disclosure Form	
LOMA Land Development Consultants	Chapter 176 Conflict of Interest Questionnaire	1 Firm
SEnergy	Related Party Disclosure Form	2 Firms
Surveying and Mapping, LLC		

Purchasing Office & Audit Review

X: _____
Contract Specialist Signature

X: _____
Purchasing Agent Signature

X: _____
Auditor Representative Signature



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Kandice Boutte, Stephanie Hunt

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to approve the selection of LJA Engineering, Inc. for Public Engagement Facilitation Services related to the Hays County Strategic Plan, and authorize staff to negotiate a Professional Services Agreement.

COHEN/BOUTTE/HUNT

Summary

The County Administrator's Office is recommending the selection of LJS Engineering to provide public engagement services for the Hays County Strategic Plan in various formats to gather opinions and feedback from county residents on the content of the plan and focus areas. The consultant will also provide a summary report detailing feedback from each event/method of data collection to be included in the final Strategic Plan document. The selection of LJA Engineering is pursuant to RFP 2026-P09 Public Engagement Facilitation Services Pool.

Attachments

Vendor Selection Form - Signed



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:	Hays County Strategic Plan	Precinct Number:	Countywide
Prepared By:	Kandice Boutte	Commissioner:	Michelle Cohen
Project Scope of Work: Provide public engagement services for the Hays County Strategic Plan in various formats to gather opinions and feedback from county residents on content of the plan and focus areas. Consultant will also provide a summary report detailing feedback from each event/method of data collection to be included in the final Strategic Plan document.			

Background Information				
Company Name LJA Engineering, Inc.		Type of Company Engineering		Type of Work Performed Public Engagement
Street Address PO Box 5459		Phone Number 512-533-9100		Year Established 1997
City/State/Zip Austin, TX 78763		Principal Contact Arin Gray		Email Address agray@lja.com
Qualified Minority Business? ☐ MBE ☐ WBE ☐ DBE		D&B # 025475513		Firm's License # 14256
Discipline/s: Public Engagement				
☐ 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		
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	I-35 Waco 4B Reconstruction	Statewide Active Transportation Plan	Transit Plan 2035
• Owner Name	TxDOT	TxDOT	Capital Metro
• Duration	5 years, 3 months	2 years, 2 months	1 year, 9 months
• Contract Value	1,197,236.75	879,139.32	650,126.18
• Provide Brief overview of the project and scope of services provided by Firm.	Public involvement services for I-35 reconstruction project in Waco. Included managing a two-way flow of construction news and updates through social media, graphics, email updates, direct phone and email outreach, media outreach, meetings with stakeholders, and public meetings. Also included facilitation of communication steering committee.	Stakeholder and public engagement to develop inaugural Statewide Active Transportation Plan. Encompassed engaging stakeholders, including advocacy groups, local jurisdictions, and agencies, and the public through public meetings, pop-up events, and presentations across the state. Included the development of educational social media campaigns, internal TxDOT campaigns, engagement promotional campaigns, and surveys.	Community outreach and engagement for the CapMetro Transit Plan 2035, a vision for the future of public transportation in Central Texas. Included facilitating community ambassadors program, pop-up events, focus groups, and open houses, and developing promotional content and surveys to encourage participation and feedback.

Staffing			
President/Principal-in-Charge	Arin Gray	Years of Experience	21
Proposed Project Manager	Kendall Nader	Years of Experience	7
Proposed Engineer	N/A	Years of Experience	-
Proposed Surveyor	N/A	Years of Experience	-
Quality Assurance Certification	N/A	Current Active Projects	55
No. of Employees	24 (Public Engagement Division)	Current Work Backlog	\$5M
Brief Project Methodology Approach: LJA Public Engagement Division has extensive experience delivering public engagement and communications programs for Hays County initiatives. Their approach emphasizes community-centered, inclusive engagement, data-driven outreach, strategic communications, creative design and responsive, adaptive communication strategies aligned with County goals.			

Signatures:	
Commissioner Signature:	<u>Michelle Cohen</u> Michelle Cohen (Jun 16, 2026 11:32:57 CDT)
Date:	Jun 16, 2026

Additional Signature:	<u>Kandice Boutté</u>
Date:	Jun 16, 2026

Additional Signature:	
Date:	

LJA Vendor Selection

Final Audit Report

2026-06-16

Created:	2026-06-16
By:	Stephanie Hunt (stephanie.hunt@hayscountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2IGX_oYXIFukhOluoTZkJs9ayvNOJiLC

"LJA Vendor Selection" History

-  Document created by Stephanie Hunt (stephanie.hunt@hayscountytx.gov)
2026-06-16 - 1:31:12 PM GMT
-  Document emailed to michelle.cohen@hayscountytx.gov for signature
2026-06-16 - 1:32:28 PM GMT
-  Email viewed by michelle.cohen@hayscountytx.gov
2026-06-16 - 1:56:44 PM GMT
-  Signer michelle.cohen@hayscountytx.gov entered name at signing as Michelle Cohen
2026-06-16 - 4:32:55 PM GMT
-  Document e-signed by Michelle Cohen (michelle.cohen@hayscountytx.gov)
Signature Date: 2026-06-16 - 4:32:57 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to Kandice Boutté (kandice.boutte@hayscountytx.gov) for signature
2026-06-16 - 4:33:03 PM GMT
-  Email viewed by Kandice Boutté (kandice.boutte@hayscountytx.gov)
2026-06-16 - 5:19:12 PM GMT
-  Document e-signed by Kandice Boutté (kandice.boutte@hayscountytx.gov)
Signature Date: 2026-06-16 - 5:19:38 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-06-16 - 5:19:38 PM GMT



Adobe Acrobat Sign

**Hays County Commissioners Court****Date:** 06/23/2026**Requested By:** Stephanie Hunt, Aaron Jones**Sponsor:** Commissioner Cohen**Agenda Item:**

Discussion and possible action to award and execute a contract for IFB 2026-B08 Sunfield, Campo Del Sol - Remove & Replace Hot Mix between Hays County and Bennett Paving, Inc. in the amount of \$232,575.90.

COHEN/A.JONES/HUNT**Summary:**

On May 12, 2026, the Commissioners Court approved specifications for IIFB 2026-B08 Sunfield, Campo Del Sol - Remove & Replace Hot Mix, and authorized the Purchasing Office to solicit bids.

Purchasing received seven (7) responsive bids. No Chapter 176 Conflicts or Related Party Disclosures were identified. The following nine bids were reviewed with Bennett Paving, Inc. being deemed the lowest responsive bidder, and it is recommended to move forward with the contract award and execution.

Firm	Bid Total
Alpha Paving Industries, LLC	\$ 342,182.50
Asphalt Inc., LLC dba Lone Star Paving Company	\$ 270,500.00
Bennett Paving, Inc.	\$ 232,575.90
Brooke Paving and Construction, LLC	\$ 250,753.50
Clark Construction of Texas, Inc.	\$ 493,662.50
Hunter Industries, Ltd.	\$ 288,082.50
Texas Materials Group, Inc.	\$ 290,246.50

Fiscal Impact:

Amount Requested: \$232,575.90

Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road and Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: IFB 2026-B08 Sunfield, Campo Del Sol - Remove & Replace Hot Mix

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Road Work Expense

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) IFB 2026-B08 Contract

IFB 2026-B08 Final Tabulation Signed



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.:
IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove
and Replace Hot Mix

Date Issued: May 14, 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 June 8, 2026.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing.bids@hayscountytexas.gov

Questions concerning this IFB must be
received in writing no later than 5:00
on May 28, 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

Entity Name: Bennett Paving, Inc.
Mailing Address: P.O. Box 2309
Leander, TX 78646

Respondent's Authorized Representative

Name: Bryan Bennett
Title: President
Email Address: adam@bennettpavingtx.com
Phone No.: (512) 740-8603

Signature:

Date: 6/8/2026

Name, Email Address and Phone No. of
person authorized to conduct
negotiations on behalf of Respondent: Bryan Bennett
adam@bennettpavingtx.com
(512) 740-8603

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Bennett Paving, Inc

Per bid form

Term of Contract:

Complete by Sept. 25, 2026

This contract issued pursuant to award
made by Commissioners Court on:

Date:

June 23, 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



Attachment A: IFB 2026-B08 Bid Form
Campo del Sol Parkway – Remove and Replace Hot Mix

All Projects are TXDOT Special Specification 3076 Type B and TXDOT Special Specification 3077 Type D Hot Mix.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.

Per Square Yard Bid includes Milling 6" Depth, Replacing 4" Type B Mix

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Campo del Sol	\$ 28.66	5,410	\$ 155,050.60
Total Bid of Job			\$ 155,050.60

Per Square Yard Bid includes 2" Type D Mix Overlay

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Campo del Sol	\$ 14.33	5,410	\$ 77,525.30
Total Bid of Job			\$ 77,525.30

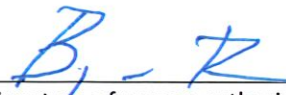
Total Amount of entire bid:

\$ 232,575.90

Total amount of entire bid (written out): Two hundred thirty two thousand five hundred seventy five dollars and ninety cents.

*Award will be based on qualifications and total per square yards on all projects combined based on estimated square yardage. Contract payment will be made by square yard completed. Price per square yard to be used if square yard is increased due to miscalculations or if additional work is requested at or near site. Estimated square yardage shown are for bid purposes only.

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.


(Signature of person authorized to sign bid)

6/8/2026

(Date)

Bryan Bennett, President
(Printed name and title of signer)



AIA Document A310™ – 2010

Bond No. GC000310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Bennett Paving, Inc.

P.O. Box 2309

Leander, TX 78646

SURETY:

(Name, legal status and principal place of business) This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Great Midwest Insurance Company
800 Gessner Rd Ste 600

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Houston, TX 77024

*Hays County

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No. IFB 2026-B08 Sunfield, Campo del Sol Parkway - Remove and Replace Hot Mix

(Name, location or address, and Project number, if any)

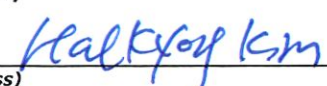
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of May, 2026


(Witness)


(Witness)

Bennett Paving, Inc.

(Principal)

(Title)

Great Midwest Insurance Company

(Surety)

(Title) Attorney-in-Fact

Troy Staples

(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

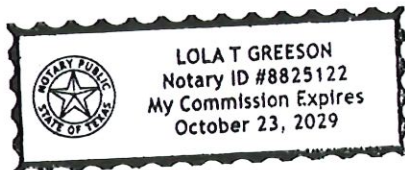
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Texas)
County of Travis)

On this 8th day of June, in the year 2026, before me personally come(s) Bryan Bennett, to me known, who, being duly sworn, deposes and says that he/she is the President of the Bennett Paving, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Lola J. Greeson
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 27th day of May, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Great Midwest Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Great Midwest Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



HaeKyong Kim
Notary Public

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Troy Staples, Zachary Pate, Nicholas Hochban, Jennifer Boyles

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

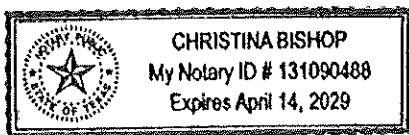


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 27th Day of May 2026.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB, Purchasing Agent

1901 Dutton Drive, Suite E

San Marcos, Texas 78666

512-393-2267 • purchasing.bids@hayscountytexas.gov

June 1, 2026

ADDENDUM #1

IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix

Please find attached Addendum #1 to IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix. All questions were answered by Hays County staff.

Attached to Addendum 1:

- Questions & Answers
- Pre-Bid Meeting Sign-In Sheet

Acknowledgement of receipt of this addendum must be signed and returned with your proposal. Failure to submit this acknowledged addendum with your submission may result in the proposal being deemed non-responsive and removed from consideration.

A handwritten signature in blue ink, appearing to read "B. Bennett", written over a horizontal line.

Signature

Bryan Bennett, President

Bennett Paving, Inc.

6/8/2026

Company Name

Date

ADDENDUM #1

IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix

ADDENDUM #1
IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix
Questions & Answers

Questions:

1. What binder should be used on this project?
 - *For the PG Binders for the Type B and the Type D Superpave, PG 64-22 is good for both mixes.*
2. Will there be a material transfer device (shuttle buggy)?
 - *A shuttle buggy is not required, but preferred.*
3. What is the acceptable amount of RAP (reclaimed asphalt pavement)?
 - *For Type B, 20% to 25% is acceptable.*
 - *For Type D Superpave, 15% is acceptable.*
4. Are we required to pay for testing?
 - *Yes, testing is part of the contract.*
5. What are the work hours?
 - *7:00 AM – 7:00 PM.*
 - *Some jobs may require different working hours but those will be established by the County during the pre-con meeting.*
 - *This project location does have a school zone, so adjusted hours may be necessary to accommodate.*
6. On all jobs are you wanting B Mix down each night/day?
 - *Yes, the roads need to be drivable overnight as there will not be road closures.*
7. What are the expectations for manholes?
 - *Try to match what is already there (Guadalupe-Blanco River Authority).*
 - *The County Transportation Department has been tasked with the maintenance/repairs of manholes in the project area.*
 - *The County will adjust the expectations as needed prior to the NTP being issued.*
8. What type of D Mix overlay should be used?
 - *Superpave for all D Mix overlays.*
9. Do any of the projects have ride quality testing on them?
 - *No.*
10. Does the County want the removed road materials?
 - *No, all milling is to be removed and hauled off by the vendor.*
11. **Jacobs Well Curve – Vendor Eligibility** A few months ago we submitted a bid for the Jacobs Well Curve project, but our proposal was not accepted. We are now an approved TxDOT vendor and would like to confirm that we are eligible to bid this project and that our proposal will be considered.
 - *This project is not in conjunction with TxDOT, therefore vendors do not need to be pre-qualified by TxDOT.*

ADDENDUM #1
IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix

12. **Striping Scope** We did not see striping items included in the bid documents. Will pavement markings be issued under a separate contract, or should we anticipate an upcoming addendum?
- *The County is currently under contract for roadway striping services, pursuant to IFB 2025-B12 Roadway Striping.*
13. **RAP Allowance in Surface Mixes** Please confirm whether RAP is permitted in the SP TY-D PG 70-22 surface mix and the TY-B PG 64-22 mix per TxDOT specifications for these projects.
- *See Question 3.*
14. **Prime or Tack Coat Requirements** Is tack required on all milled areas prior to placement of TY-B? If so, please provide the required application rate per SY.
- *Yes, the exact residual rate per project will be based on surface conditions. Application rate can be adjusted between .04 and .14 Gal residual per SY.*
15. **Working Hours** What are the allowable working hours for each project, including any restrictions related to school zones, noise ordinances, or local traffic control requirements?
- *See Question 5.*
16. **Disposition of Millings** Will the millings become county property, and if so, please provide the designated stockpile location. If not, please confirm that the millings become the property of the contractor.
- *See Question 10.*
17. **Temporary Tabs** Are temporary tabs required on the TY-B lift and again on the final surface course upon completion?
- *Temporary reflective tabs are not required for this project.*
18. The above project, and the other six projects advertised for letting on June 8th, are described in the scope for the contractor to handle all the removal, trucking, and installation, but they do not mention supplying the materials. Will the County be supplying the materials?
- *No, per Section E. Attachment A: IFB 2026-B08 Bid Form, "Pricing per square yard should include a turn-key install and include all costs of the project."*
 - *Your bid should be all inclusive.*
19. Please provide the PG Oil Type required for the Type B HMAC and Type D Superpave.
- *See Question 1.*
20. Hi, I am writing to request the PREBID SIGN IN sheet and/or the PLANHOLDER's LIST for the referenced project.
- *Please see the attached pre-bid meeting sign-in sheet.*
 - *We do not download the Planholder list prior to the bid closing as it can change by the second.*
21. Are Message Board 7-day advance notices required on each project?
- *Yes*
22. We're reporting on several projects from Hays County where the docs show Hays County Purchasing office as being located at 1901 Dutton Dr., Suite E, San Marcos, TX 78666, but our system has the same address that appears on the County website: 712 S. Stagecoach Trail Ste 1012, San Marcos, TX 78666. Could you please tell me which address is correct?
- *The address in the solicitation is our new address effective next week.*
23. We've also been seeing two different Purchasing emails appear on projects such as purchasing@hayscountytexas.gov and the most recent one purchasing.bids@hayscountytexas.gov". Can you also please verify which is the correct one to use?

ADDENDUM #1

IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix

- *Purchasing.bids@hayscountytexas.gov is the new formal procurement email, however the email identified in the procurement document is the one that should be utilized for any communication related to the procurement.*

ADDENDUM #1

IFB 2026-B08 Sunfield, Campo del Sol Parkway – Remove and Replace Hot Mix



ATTENDANCE SHEET
IFB 2026-B07, IFB 2026-B08, IFB 2026-B09, IFB 2026-B10, IFB 2026-B11, IFB 2026-B12, & IFB 2026-B13
May 27, 2026 @ 9:00 AM (CST)
Pre-Bid Meeting

Name (Print)	Company	Phone	Email
Stephanie Hunt	Hays County	512-393-2267	purchasing.bids@haystackcounty.tx.gov
Wayne McWhorter	Brooks Paving	361-724-7009	Wayne@brookspaving.com
Billy Bearett	Bearett Paving	201-612-9226	Billy@BearettPavingTX.com
Mike Hunsicker	Clark Paving	210-831-5162	MIKE@CLARKPAVE.COM
Aaron Jones	Hays County	512-618-8033	aaron.jones@haystacktx.gov
Jesse Amaya	Hays County	512-738-1625	Jesse.Amaya@HaysCountyTX.gov
Roque Lee Jr.	Bobcat Paving	952-466-9393	Roque.Lee@BobcatPaving.com

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: City of Round Rock, TX

Address: 221 East Main Street, Round Rock, TX 78664

Contact Person and Title: Reuben Ramirez, City Engineer

Phone Number: (512) 218-7084

Scope & Duration of Contract: Asphalt paving, concrete repairs, and striping, 6 months.

Email: rramirez@roundrocktexas.gov

REFERENCE TWO

Company Name: City of Boerne, TX

Address: 447 N. Main Street, Boerne, TX 78006

Contact Person and Title: Victor Saenz, Project Engineer

Phone Number: (830) 331-9711

Scope & Duration of Contract: Asphalt paving and striping, 2 months.

Email: vsaez@boerne-tx.gov

REFERENCE THREE

Company Name: City of Cedar Park, TX

Address: 450 Cypress Creek Road, Cedar Park, TX 78613

Contact Person and Title: Robert Dial, Project Engineer

Phone Number: (512) 589-3105

Scope & Duration of Contract: Asphalt paving, concrete repairs and striping, 3 months.

Email: rdial@dldialassociates.com

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.

Bennett Paving, Inc.

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.

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

Bryan Bennett, President

Name of signatory



Signature

6/8/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

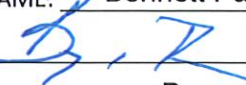
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

COMPANY NAME: Bennett Paving, Inc.
SIGNATURE: 
PRINT NAME & TITLE: Bryan Bennett, President
DATE: 6/8/2026

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

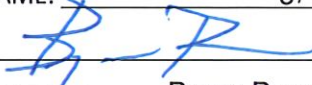
3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: Bennett Paving, Inc.
SIGNATURE: 
PRINT NAME & TITLE: Bryan Bennett, President
DATE: 6/8/2026

X. Hays County House Bill 89 Verification

I, Bryan Bennett (Person name), the undersigned representative of Bennett Paving, Inc. (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:

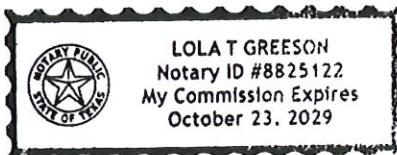
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

B. Bennett
Signature of Company Representative

6/8/2026
Date

On this 8th day of June, 2026, personally appeared Bryan Bennett, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Lola T. Greeson
Notary Public in and for the State of Texas
(if other than Texas, Write state in here N/A)

6/8/2026
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.

Bennett Paving, Inc.	6/8/2026
Company Name	Date
Bryan Bennett, President	
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.

Bennett Paving, Inc.

6/8/2026

Company Name

Date

Bryan Bennett, President



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.

<u>Bennett Paving, Inc.</u>	<u>6/8/2026</u>
Company Name	Date
<u>Bryan Bennett, President</u>	
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

Bennett Paving, Inc.

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.

Stephanie Hunt

Print Name of Hays County Purchasing Representative

Stephanie Hunt

Signature of Hays County Purchasing Representative

6.17.20

Date

IFB 2020-B08

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.

Bennett Paving, Inc.

Name of Firm 

Signature of Certifying Official

Bryan Bennett

Printed Name of Certifying Official

President

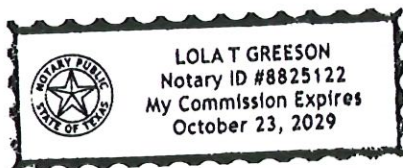
Title of Certifying Official

6/8/2026

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 Bryan Bennett on this the day of June 8th, 2026, on behalf of said Firm.





Notary Public in and for the State of Texas

(if other than Texas, Write state in here N/A)

My commission expires: October 23, 2029

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

 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

Bennett Paving, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

N/A


Signature of Company Official Authorizing Bid/Offer

Bryan Bennett
Printed Name

adam@bennettpavingtx.com
Email Address

6/8/2026
Date

President
Title

(512) 740-8603
Phone

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

X Does not own taxable property in Hays County, or;

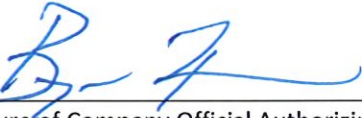
_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Bennett Paving, Inc.

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

N/A



Signature of Company Official Authorizing Bid/Offer

Bryan Bennett

Printed Name

adam@bennettpavingtx.com

Email Address

6/8/2026

Date

President

Title

(512) 740-8603

Phone

I reviewed Bennett Paving, and PO Box 2309 on the Hays County Tax Assessor-Collector Property Search Website and no known properties were identified.

Stephanie Hunt 6.12.2024

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 X NO

Authorized Signature: _____

Printed Name & Title: Bryan Bennett, President

Respondent's Tax ID: 27-0205699 Telephone: (512) 740-8603

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:

No relationships described in Sections A, B, or C exist between Bennett Paving, Inc.

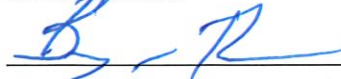
and any current or former Hays County employee.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Bennett Paving, Inc.

Name of Vendor



Signature of Certifying Official

Bryan Bennett

Printed Name of Certifying Official

President

Title of Certifying Official

6/8/2026

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 grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

BENNETT PAVING INC

Unique Entity ID YU3XWKNLADJ8	CAGE / NCAGE (blank)	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Sep 29, 2026	
Physical Address 23004 Windy Valley RD Leander, Texas 78641-7763 United States	Mailing Address PO Box 2309 Leander, Texas 78646-2309 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 31	State / Country of Incorporation Texas / United States	URL https://www.bennettpavingtx.com/

Registration Dates

Activation Date Oct 1, 2025	Submission Date Sep 29, 2025	Initial Registration Date Nov 25, 2024
---------------------------------------	--	--

Entity Dates

Entity Start Date May 9, 2009	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Jun 04, 2026 02:37:42 PM GMT
<https://sam.gov/entity/YU3XWKNLADJ8/pageData?status=all>

Active Exclusions Records?**No****SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes**Entity Types****Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

(blank)**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******03**

Lock Box Number

(blank)

Financial Institution

FIRST TEXAS BANK

Account Number

*******45****Automated Clearing House**

Phone (U.S.)

5128632567

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)**Remittance Address****Bennett Paving, Inc.****PO Box 2309****Leander, Texas 78646****United States****Taxpayer Information**

EIN

*******5699**

Type of Tax

Applicable Federal Tax

Taxpayer Name

Bennett Paving Inc

Tax Year (Most Recent Tax Year)

2024

Name/Title of Individual Executing Consent

President

TIN Consent Date

Sep 29, 2025

Address

PO Box 2309**Leander, Texas 78646**

Signature

Bryan Bennett**Points of Contact****Accounts Receivable POC****⌘****Adam Ouda, Office Assistant****adam@bennettpavingtx.com****5127408603**

Electronic Business

Adam Ouda
adam@bennettpavingtx.com
5127408603

PO Box 2309
Leander, Texas 78646
United States

Government Business

Adam Ouda
adam@bennettpavingtx.com
5127408603

PO Box 2309
Leander, Texas 78646
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR
(blank)	121)
	(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR
(blank)	121)
	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Resolution of Corporate Authority

Action by unanimous consent of the Board of Directors of Bennett Paving, Inc. ("Corporation").

The Board of Directors have certified that Bennett Paving, Inc. is duly organized and existing under the laws of the State of Texas.

Resolved, that Bryan Bennett the President of Bennett Paving, Inc., is empowered to sign any and all documents, to take such steps, and to do such other acts and things, on behalf of said Corporation, as in his judgment may be necessary, appropriate or desirable including but not limited to submitting estimates and bids on services that are to be performed by the Corporation.

Resolved, that a Company Seal is not utilized by the Corporation, and that a signature by Bryan Bennett on behalf of the Corporation shall have the effect of full ratification by the Board of Directors and Corporation, to serve as an official action by the Corporation as though a seal had been affixed to the document.

Resolved, that Bryan Bennett has the authority to bind the Corporation on all matters.

Resolved, that all transactions entered into by Bryan Bennett, in the Corporation's name and for its account, prior to the adoption of these resolutions, are hereby ratified and approved for all purposes.

Date: 2/1/2026

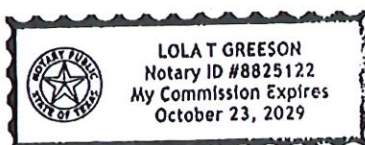


Bryan Bennett, President and Secretary
Bennett Paving, Inc.

Subscribed and sworn to before me by the Bryan Bennett, witness, on February 1st, 2026.



Notary Public, State of Texas



**IFB 2026-B08 Sunfield, Campo del Sol Parkway - Remove and Replace Hot Mix
Final Bid Tabulation**

Firm	Bid Total
Alpha Paving Industries, LLC	\$ 342,182.50
Asphalt Inc., LLC dba Lone Star Paving Company	\$ 270,500.00
Bennett Paving, Inc.	\$ 232,575.90
Brooke Paving and Construction, LLC	\$ 250,753.50
Clark Construction of Texas, Inc.	\$ 493,662.50
Hunter Industries, Ltd.	\$ 288,082.50
Texas Materials Group, Inc.	\$ 290,246.50

Bids Deemed Non-Responsive

Chapter 176 Conflicts & Related Party Disclosure Form

Chapter 176 Conflict of Interest Questionnaire	N/A
Related Party Disclosure Form	N/A

Purchasing Office Review

<u>Zachary Farnsworth</u> X:Zachary Farnsworth (Jun 16, 2026 10:44:18 CDT)	06/16/2026
Contract Specialist Signature	Date
<u>Stephanie Hunt</u> X:Stephanie Hunt (Jun 16, 2026 10:47:14 CDT)	06/16/2026
Purchasing Agent Signature	Date
X: <u>James Collins</u>	06/16/2026
Auditor Representative Signature	Date

**Hays County Commissioners Court****Date:** 06/23/2026**Requested By:** Aaron Jones, Stephanie Hunt**Sponsor:** Commissioner Hammer**Agenda Item:**

Discussion and possible action to award and execute a contract for IFB 2026-B11 Jacobs Well Road - Remove & Replace Hot Mix between Hays County and Bennett Paving, Inc., in an amount of \$291,029.00.

HAMMER/A.JONES/HUNT**Summary:**

On May 12, 2026, the Commissioners Court approved specifications for IFB 2026-B11 Jacobs Well Road - Remove & Replace Hot Mix, and authorized the Purchasing Office to solicit bids.

Purchasing received nine (9) responsive bids. No Chapter 176 Conflicts or Related Party Disclosures were identified. The following nine bids were reviewed with Bennett Paving, Inc. being deemed the lowest responsive bidder, and it is recommended to move forward with the contract award and execution.

Firm	Bid Total
Alpha Paving Industries, LLC	\$ 475,700.00
Asphalt Inc., LLC dba Lone Star Paving Company	\$ 388,725.00
Bennett Paving, Inc.	\$ 291,029.00
Bobcat Paving, LLC	\$ 311,832.00
Brooke Paving and Construction, LLC	\$ 358,408.00
Clark Construction of Texas, Inc.	\$ 621,960.00
Dean Word Company, Ltd.	\$ 1,263,800.00
Hunter Industries, Ltd.	\$ 326,600.00
Texas Materials Group, Inc.	\$ 383,045.00

Fiscal Impact:

Amount Requested: \$291,029

Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road and Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: IFB 2026-B11 Jacobs Well Road - Remove & Replace Hot Mix

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Road Work Expense

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) IFB 2026-B11 Contract

Final Tabulation



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Dr., Suite E
San Marcos, Texas 78666

Solicitation No.:
IFB 2026-B11 Jacobs Well Road – Remove and Replace
Hot Mix

Date Issued: May 14, 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:

1:00 p.m. local time June 8, 2026.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing.bids@hayscountytexas.gov

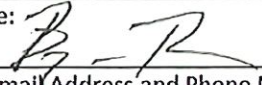
Questions concerning this IFB must be received in writing no later than 5:00 on May 28, 2026.

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:	Bennett Paving, Inc.	Name:	Bryan Bennett
Mailing Address:	P.O. Box 2309 Leander, TX 78646	Title:	President
		Email Address:	adam@bennettpavingtx.com
		Phone No.:	(512) 740-8603
Signature: 		Date: 6/8/2026	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		Bryan Bennett adam@bennettpavingtx.com (512) 740-8603	

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
		\$291,029.00
Vendor:	Per bid sheet	Term of Contract:
Bennett Paving, Inc.		Complete by Sept. 25, 2026
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
	June 23, 2026	
Important: Award notice may be made on this form or by other Authorized official written notice.		
	Hays County Judge	Date
	Hays County Clerk	Date



**Attachment A: IFB 2026-B11 Bid Form
Jacobs Well Road – Remove and Replace Hot Mix**

All Projects are TXDOT Special Specification 3076 Type B and TXDOT Special Specification 3077 Type D Hot Mix.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.

Per Square Yard Bid includes Milling 6" Depth, Replacing 4" Type B Mix

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Jacobs Well Rd	\$ 27.33	7,100	\$ 194,043.00
Total Bid of Job			\$ 194,043.00

Per Square Yard Bid includes 2" Type D Mix Overlay

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Jacobs Well Rd	\$ 13.66	7,100	\$ 96,986.00
Total Bid of Job			\$ 96,986.00

Total Amount of entire bid:

\$ 291,029.00

Total amount of entire bid (written out): Two hundred ninety one thousand twenty nine dollars and zero cents.

*Award will be based on qualifications and total per square yards on all projects combined based on estimated square yardage. Contract payment will be made by square yard completed. Price per square yard to be used if square yard is increased due to miscalculations or if additional work is requested at or near site. Estimated square yardage shown are for bid purposes only.

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.


(Signature of person authorized to sign bid)

6/8/2026
(Date)

Bryan Bennett, President
(Printed name and title of signer)



AIA Document A310™ – 2010

Bond No. GC000312

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bennett Paving, Inc.

P.O. Box 2309

Leander, TX 78646

SURETY:

(Name, legal status and principal place of business) This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Great Midwest Insurance Company

800 Gessner Rd Ste 600

Houston, TX 77024

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

*Hays County

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No. IFB 2026-B11 Jacobs Well Road - Remove and Replace Hot Mix

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of May, 2026


(Witness)


(Witness)

Bennett Paving, Inc.

(Principal)

(Title)

Great Midwest Insurance Company

(Surety)

(Title) Attorney-in-Fact

Troy Staples

(Seal)

Bryan Bennett, President

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

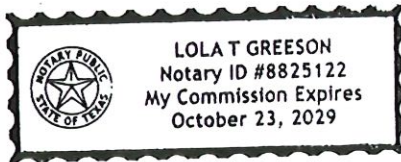
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Texas)
County of Travis)

On this 8th day of June, in the year 2026, before me personally come(s) Bryan Bennett, to me known, who, being duly sworn, deposes and says that he/she is the President of the Bennett Paving, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Lola T. Greeson
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 27th day of May, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Great Midwest Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Great Midwest Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Haekyong Kim
Notary Public

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Troy Staples, Zachary Pate, Nicholas Hochban, Jennifer Boyles

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

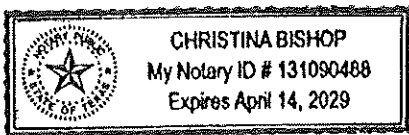


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 27th Day of May 2026.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB, Purchasing Agent

1901 Dutton Drive, Suite E

San Marcos, Texas 78666

512-393-2267 • purchasing.bids@hayscountytx.gov

June 1, 2026

ADDENDUM #1

IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix

Please find attached Addendum #1 to IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix.
All questions were answered by Hays County staff.

Attached to Addendum 1:

- Questions & Answers
- Pre-Bid Meeting Sign-In Sheet

Acknowledgement of receipt of this addendum must be signed and returned with your proposal. Failure to submit this acknowledged addendum with your submission may result in the proposal being deemed non-responsive and removed from consideration.

A handwritten signature in blue ink, appearing to read "B. Bennett", written over a horizontal line.

Signature

Bryan Bennett, President

Bennett Paving, Inc.

Company Name

6/8/2026

Date

ADDENDUM #1

IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix

ADDENDUM #1
IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix
Questions & Answers

Questions:

1. What binder should be used on this project?
 - *For the PG Binders for the Type B and the Type D Superpave, PG 64-22 is good for both mixes.*
2. Will there be a material transfer device (shuttle buggy)?
 - *A shuttle buggy is not required, but preferred.*
3. What is the acceptable amount of RAP (reclaimed asphalt pavement)?
 - *For Type B, 20% to 25% is acceptable.*
 - *For Type D Superpave, 15% is acceptable.*
4. Are we required to pay for testing?
 - *Yes, testing is part of the contract.*
5. What are the work hours?
 - *7:00 AM – 7:00 PM.*
 - *Some jobs may require different working hours but those will be established by the County during the pre-con meeting.*
 - *Another County/TxDOT project will be starting on Jacobs Well Road in August, so accommodations may be necessary.*
 - *This project location does have a school zone, so adjusted hours may be necessary to accommodate.*
6. On all jobs are you wanting B Mix down each night/day?
 - *Yes, the roads need to be drivable overnight as there will not be road closures.*
7. What are the expectations for manholes?
 - *Try to match what is already there (Guadalupe-Blanco River Authority).*
 - *The County Transportation Department has been tasked with the maintenance/repairs of manholes in the project area.*
 - *The County will adjust the expectations as needed prior to the NTP being issued.*
8. What type of D Mix overlay should be used?
 - *Superpave for all D Mix overlays.*
9. Do any of the projects have ride quality testing on them?
 - *No.*
10. Does the County want the removed road materials?
 - *No, all milling is to be removed and hauled off by the vendor.*
11. **Jacobs Well Curve – Vendor Eligibility** A few months ago we submitted a bid for the Jacobs Well Curve project, but our proposal was not accepted. We are now an approved TxDOT vendor and would like to confirm that we are eligible to bid this project and that our proposal will be considered.

ADDENDUM #1
IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix

- *This project is not in conjunction with TxDOT, therefore vendors do not need to be pre-qualified by TxDOT.*
12. **Striping Scope** We did not see striping items included in the bid documents. Will pavement markings be issued under a separate contract, or should we anticipate an upcoming addendum?
 - *The County is currently under contract for roadway striping services, pursuant to IFB 2025-B12 Roadway Striping.*
 13. **RAP Allowance in Surface Mixes** Please confirm whether RAP is permitted in the SP TY-D PG 70-22 surface mix and the TY-B PG 64-22 mix per TxDOT specifications for these projects.
 - *See Question 3.*
 14. **Prime or Tack Coat Requirements** Is tack required on all milled areas prior to placement of TY-B? If so, please provide the required application rate per SY.
 - *Yes, the exact residual rate per project will be based on surface conditions. Application rate can be adjusted between .04 and .14 Gal residual per SY.*
 15. **Working Hours** What are the allowable working hours for each project, including any restrictions related to school zones, noise ordinances, or local traffic control requirements?
 - *See Question 5.*
 16. **Disposition of Millings** Will the millings become county property, and if so, please provide the designated stockpile location. If not, please confirm that the millings become the property of the contractor.
 - *See Question 10.*
 17. **Temporary Tabs** Are temporary tabs required on the TY-B lift and again on the final surface course upon completion?
 - *Yes, the Contractor is responsible for placing temporary reflective tabs on all public roadways.*
 18. The above project, and the other six projects advertised for letting on June 8th, are described in the scope for the contractor to handle all the removal, trucking, and installation, but they do not mention supplying the materials. Will the County be supplying the materials?
 - *No, per Section E. Attachment A: IFB 2026-B11 Bid Form, "Pricing per square yard should include a turn-key install and include all costs of the project."*
 - *Your bid should be all inclusive.*
 19. Please provide the PG Oil Type required for the Type B HMAC and Type D Superpave.
 - *See Question 1.*
 20. Is this a complete overlay project?
 - *No, this is not a complete overlay.*
 - *This is a mill and replace project, so only the damaged sections of pavement are being repaired.*
 21. Hi, I am writing to request the PREBID SIGN IN sheet and/or the PLANHOLDER's LIST for the referenced project.
 - *Please see the attached pre-bid meeting sign-in sheet.*
 - *We do not download the Planholder list prior to the bid closing as it can change by the second.*
 22. Are Message Board 7-day advance notices required on each project?
 - *Yes*
 23. We're reporting on several projects from Hays County where the docs show Hays County Purchasing office as being located at 1901 Dutton Dr., Suite E, San Marcos, TX 78666, but our

ADDENDUM #1

IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix

system has the same address that appears on the County website: 712 S. Stagecoach Trail Ste 1012, San Marcos, TX 78666. Could you please tell me which address is correct?

- *The address in the solicitation is our new address effective next week.*

24. We've also been seeing two different Purchasing emails appear on projects such as purchasing@hayscountytexas.gov and the most recent one purchasing.bids@hayscountytexas.gov". Can you also please verify which is the correct one to use?

- *[Purchasing.bids@hayscountytexas.gov](mailto:purchasing.bids@hayscountytexas.gov) is the new formal procurement email, however the email identified in the procurement document is the one that should be utilized for any communication related to the procurement*

ADDENDUM #1

IFB 2026-B11 Jacobs Well Road – Remove and Replace Hot Mix



ATTENDANCE SHEET
IFB 2026-B07, IFB 2026-B08, IFB 2026-B09, IFB 2026-B10, IFB 2026-B11, IFB 2026-B12, & IFB 2026-B13
May 27, 2026 @ 9:00 AM (CST)
Pre-Bid Meeting

Name (Print)	Company	Phone	Email
Stephanie Hunt	Haystack County	912-393-2267	purchasing.bid@haystackcounty.tx.gov
Wayne McWhorter	Brooks Paving	361-724-7009	Wayne@brookspaving.com
Billy Bearett	Bearett Paving	201-612-9261	Billy@BearettPavingTX.com
Mike Hunsicker	Clark Paving	210-831-5162	MIKE@CLARKPAVE.COM
Aaron Jones	Haystack County	572-618-8033	aaron.jones@haystackcounty.tx.gov
Jesse Amaya	Haystack County	512-738-1625	JESSE.AMAYA@HAYSTACKTX.GOV
Raouel Jr.	Robert Paving	956-466-9393	Raouel@RobertPaving.com

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: City of Round Rock, TX

Address: 221 East Main Street, Round Rock, TX 78664

Contact Person and Title: Reuben Ramirez, City Engineer

Phone Number: (512) 218-7084

Scope & Duration of Contract: Asphalt paving, concrete repairs and striping, 6 months.

Email: rramirez@roundrocktexas.gov

REFERENCE TWO

Company Name: City of Boerne, TX

Address: 447 N. Main Street, Boerne, TX 78006

Contact Person and Title: Victor Saenz, Project Engineer

Phone Number: (830) 331-9711

Scope & Duration of Contract: Asphalt paving and striping, 2 months.

Email: vsaenz@boerne-tx.gov

REFERENCE THREE

Company Name: City of Cedar Park, TX

Address: 450 Cypress Creek Road, Cedar Park, TX 78613

Contact Person and Title: Robert Dial, Project Engineer

Phone Number: (512) 589-3105

Scope & Duration of Contract: Asphalt paving, concrete repairs and striping, 3 months.

Email: rdial@dldialassociates.com

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.

Bennett Paving, Inc.

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.**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

Bryan Bennett, President

Name of signatory



Signature

6/8/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

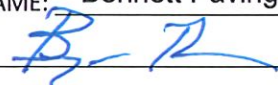
Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

COMPANY NAME: Bennett Paving, Inc.

SIGNATURE: 

PRINT NAME & TITLE: Bryan Bennett, President

DATE: 6/8/2026

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

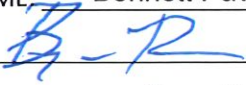
Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
 - b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
 - c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.
4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: Bennett Paving, Inc.
SIGNATURE: 
PRINT NAME & TITLE: Bryan Bennett, President
DATE: 6/8/2026

X. Hays County House Bill 89 Verification

I, Bryan Bennett (Person name), the undersigned representative of Bennett Paving, Inc. (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:

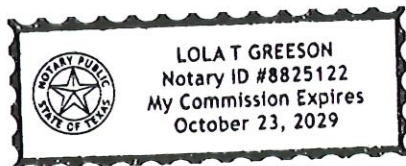
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

Bryan Bennett
Signature of Company Representative

6/8/2026
Date

On this 8th day of June, 2026, personally appeared Bryan Bennett, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Lola T. Greeson
Notary Public in and for the State of Texas

(if other than Texas, Write state in here N/A)

6/8/2026
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.

Bennett Paving, Inc.

Company Name

Bryan Bennett, President

Print Name of Company Representative

6/8/2026

Date



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.

Bennett Paving, Inc.	6/8/2026
Company Name	Date
Bryan Bennett, President	
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.

Bennett Paving, Inc.

6/8/2026

Company Name

Date

Bryan Bennett, President



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.

Bennett Paving, Inc.

6/8/2026

Company Name

Date

Bryan Bennett, President


Signature of Company Representative

Print Name 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

Bennett Paving, Inc.

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.

Stephanie Hunt

Print Name of Hays County Purchasing Representative

Stephanie Hunt

Signature of Hays County Purchasing Representative

6-17-24

Date

IFB 2024-B11

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

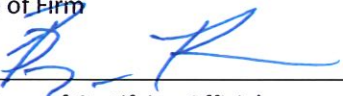
STATE OF TEXAS §
 §
COUNTY OF HAYS §

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.

Bennett Paving, Inc.

Name of Firm


Signature of Certifying Official

Bryan Bennett

Printed Name of Certifying Official

President

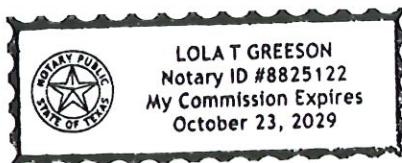
Title of Certifying Official

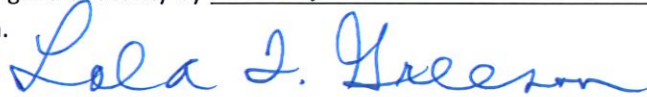
6/8/2026

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 Bryan Bennett on this the day of June 8th, 2026, on behalf of said Firm.





Notary Public in and for the State of Texas

(if other than Texas, Write state in here N/A)

My commission expires: October 23, 2029

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

 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

Bennett Paving, Inc.

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

N/A



Signature of Company Official Authorizing Bid/Offer

Bryan Bennett

Printed Name

adam@bennettpavingtx.com

Email Address

6/8/2026

Date

President

Title

(512) 740-8603

Phone

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

 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

Bennett Paving, Inc.

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

N/A


Signature of Company Official Authorizing Bid/Offer

6/8/2026

Date

Bryan Bennett

Printed Name

President

Title

adam@bennettpavingtx.com

Email Address

(512) 740-8603

Phone

I reviewed Bennett Paving & PO Box 2309 on the Hays County Tax Assessor-Collector property search website and no results were found.

Stephanie Hunt 6.17.2024

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 X NO

Authorized Signature: 

Printed Name & Title: Bryan Bennett, President

Respondent's Tax ID: 27-0205699 Telephone: (512) 740-8603

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:

No relationships described in Sections A, B, or C exist between Bennett Paving, Inc. and any current or former

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.

Bennett Paving, Inc.

Name of Vendor



Signature of Certifying Official

Bryan Bennett

Printed Name of Certifying Official

President

Title of Certifying Official

6/8/2026

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 grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

BENNETT PAVING INC

Unique Entity ID YU3XWKNLADJ8	CAGE / NCAGE (blank)	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Sep 29, 2026	
Physical Address 23004 Windy Valley RD Leander, Texas 78641-7763 United States	Mailing Address PO Box 2309 Leander, Texas 78646-2309 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 31	State / Country of Incorporation Texas / United States	URL https://www.bennettpavingtx.com/

Registration Dates

Activation Date Oct 1, 2025	Submission Date Sep 29, 2025	Initial Registration Date Nov 25, 2024
---------------------------------------	--	--

Entity Dates

Entity Start Date May 9, 2009	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Jun 04, 2026 02:57:42 PM GMT
<https://sam.gov/entities/YU3XWKNLADJ8/pageData?status=all>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	Subchapter S Corporation
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	(blank)

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****03	(blank)
Financial Institution	Account Number	
FIRST TEXAS BANK	*****45	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
5128632567	(blank)	(blank)

Fax
(blank)

Remittance Address

Bennett Paving, Inc.
PO Box 2309
Leander, Texas 78646
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****5699	Applicable Federal Tax	Bennett Paving Inc
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2024	President	Sep 29, 2025
Address	Signature	
PO Box 2309	Bryan Bennett	
Leander, Texas 78646		

Points of Contact

Accounts Receivable POC

Adam Ouda, Office Assistant
adam@bennettpavingtx.com
5127408603

Electronic Business

Adam Ouda
adam@bennett pavingtx.com
5127408603

PO Box 2309
Leander, Texas 78646
United States

Government Business

Adam Ouda
adam@bennett pavingtx.com
5127408603

PO Box 2309
Leander, Texas 78646
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR
(blank)	121)
	(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR
(blank)	121)
	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Resolution of Corporate Authority

Action by unanimous consent of the Board of Directors of Bennett Paving, Inc. ("Corporation").

The Board of Directors have certified that Bennett Paving, Inc. is duly organized and existing under the laws of the State of Texas.

Resolved, that Bryan Bennett the President of Bennett Paving, Inc., is empowered to sign any and all documents, to take such steps, and to do such other acts and things, on behalf of said Corporation, as in his judgment may be necessary, appropriate or desirable including but not limited to submitting estimates and bids on services that are to be performed by the Corporation.

Resolved, that a Company Seal is not utilized by the Corporation, and that a signature by Bryan Bennett on behalf of the Corporation shall have the effect of full ratification by the Board of Directors and Corporation, to serve as an official action by the Corporation as though a seal had been affixed to the document.

Resolved, that Bryan Bennett has the authority to bind the Corporation on all matters.

Resolved, that all transactions entered into by Bryan Bennett, in the Corporation's name and for its account, prior to the adoption of these resolutions, are hereby ratified and approved for all purposes.

Date: 2/1/2026

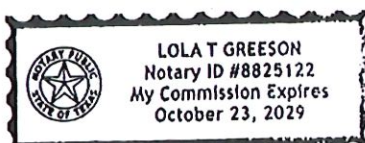


Bryan Bennett, President and Secretary
Bennett Paving, Inc.

Subscribed and sworn to before me by the Bryan Bennett, witness, on February 1st, 2026.



Notary Public, State of Texas



**IFB 2026-B11 Jacobs Well Road - Remove and Replace Hot Mix
Final Bid Tabulation**

Firm	Bid Total
Alpha Paving Industries, LLC	\$ 475,700.00
Asphalt Inc., LLC dba Lone Star Paving Company	\$ 388,725.00
Bennett Paving, Inc.	\$ 291,029.00
Bobcat Paving, LLC	\$ 311,832.00
Brooke Paving and Construction, LLC	\$ 358,408.00
Clark Construction of Texas, Inc.	\$ 621,960.00
Dean Word Company, Ltd.	\$ 1,263,800.00
Hunter Industries, Ltd.	\$ 326,600.00
Texas Materials Group, Inc.	\$ 383,045.00

Bids Deemed Non-Responsive

Chapter 176 Conflicts & Related Party Disclosure Form

Chapter 176 Conflict of Interest Questionnaire	N/A
Related Party Disclosure Form	N/A

Purchasing Office Review

X: <u>Zachary Farnsworth</u> Zachary Farnsworth (Jun 12, 2026 14:07:21 CDT)	<u>06/12/2026</u>
Contract Specialist Signature	Date
X: <u>Stephanie Hunt</u> Stephanie Hunt (Jun 12, 2026 15:33:06 CDT)	<u>06/12/2026</u>
Purchasing Agent Signature	Date
X: <u>James Collins</u>	<u>06/16/2026</u>
Auditor Representative Signature	Date

**IFB 2026-B11 Jacobs Well Road - Remove and Replace Hot Mix
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Chapter 176 Conflicts & Related Party Disclosure Form

Chapter 176 Conflict of Interest Questionnaire	N/A
Related Party Disclosure Form	N/A

Purchasing Office Review

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Purchasing Agent Signature	Date
X: <u>James Collins</u>	<u>06/16/2026</u>
Auditor Representative Signature	Date



AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Morgan Hammer, Commissioner, Pct. 3

Sponsor: Commissioner Hammer

Agenda Item

Discussion and update from staff related to the Interlocal Agreement between Hays County, the City of Wimberley, and the City of Woodcreek related to Collaborative Water and Wastewater Planning Efforts. **HAMMER/FLOCKE**

Summary

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY, CITY OF WIMBERLEY, AND CITY OF WOODCREEK
REGARDING COLLABORATIVE WATER AND WASTEWATER PLANNING EFFORTS**

This Interlocal Agreement ("Agreement") is made and entered into by and among Hays County, Texas ("Hays County"), the City of Wimberley ("Wimberley"), and the City of Woodcreek ("Woodcreek"). This Agreement is entered into by the Parties pursuant to the authority granted and in compliance with, the provisions of the "Interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS, the residents of the Wimberley Valley require high quality water and wastewater services that are resilient and allow for sustainable growth; and

WHEREAS, there are multiple water and wastewater service providers that serve the area and coordination between providers and local governments is not only beneficial, but necessary to ensure proper planning; and

WHEREAS, our local water supplies are stressed and the need for enhanced strategies for the management of our natural resources has never been greater; and

WHEREAS, our rivers and streams are vital to our economy and ensuring they flow with an abundance of clean water is paramount to our future; and

WHEREAS, the City of Wimberley, the City of Woodcreek and Hays County have a history of working together on important issues and currently participate together in the management of the Blanco Cypress Creek Watershed Protection Plan which has become a successful example of collaboration; and

WHEREAS, the Parties desire to further collaborate on important water and wastewater planning efforts and engage local leaders to develop a process of continual cooperation for the benefit of the citizens;

NOW THEREFORE, the Parties have mutually agreed to enter into this Interlocal Agreement regarding implementation of a Collaborative Water and Wastewater Planning Effort and to proceed as follows:

**ARTICLE I
PROGRAM**

The Parties agree to identify representatives to serve on the Stakeholder Group, receive information, input, and feedback on water and wastewater planning strategies that best represent the interests of our community, and consider recommendations on potential actions developed through collaboration with other Parties, the Stakeholder Group and Advisory Partners.

ARTICLE II

DEFINITIONS

The "Parties" means the entities that have executed this Interlocal Agreement in their separate capacities.

The "Stakeholder Group" is the group of individuals listed in this Interlocal Agreement that actively participate in regularly scheduled meetings regarding collaborative water and wastewater planning efforts with the goal of protecting the region's natural resources while working with local leaders to strategically plan for the future and associated growth.

The "Advisory Partners" are members of local and regional entities, including water supply companies, river authorities, groundwater conservation districts, and other organizations actively participating in natural resource protection or providing water and wastewater services to the Wimberley Valley Community.

ARTICLE III

COLLABORATIVE PLANNING

Collaborative Water and Wastewater planning efforts are required to successfully implement strategies that will protect our natural resources while providing for the sustainable growth of our community.

Benefits of Collaborative Planning:

- Brings a diversity of perspectives and expertise from different stakeholders to inform priorities and strategies.
- Allows pooling of resources, skills, and knowledge to understand complex systems and situations.
- Fosters ongoing communication and alignment between entities involved in water and wastewater.
- Builds relationships and trust between partners through regular collaboration.
- Enables broader community representation and advocacy through involvement of diverse partners.
- Establishes a long-term sustainable plan for investment in vetted and community supported infrastructure improvements and the development of comprehensive strategies that serve the Wimberley Valley well into the future.

The Stakeholder Group Structure & Governance

- The Stakeholder Group will meet monthly, with additional meetings as needed.
- The Stakeholder Group will collectively set agendas and determine specific topics for consideration.
- The Stakeholder Group will collectively determine a process for involving Advisory Partners in the planning discussions.

Stakeholder Group members:

- Hays County Precinct Three Commissioner
- City of Wimberley Mayor and up to one additional Council Member as determined by the City Council.
- City of Woodcreek Mayor and up to one additional Council Member as determined by the City Council.

ARTICLE IX
TERM

This Interlocal Agreement shall be effective and in place on the date the last of the Parties signs this Agreement (the "Effective Date"). The term of this Interlocal Agreement shall last from the Effective Date until September 30, 2025 and shall be automatically renewed each fiscal year not to exceed three (3) fiscal years unless terminated earlier as provided in Article X or amended as provided in Article XI.

ARTICLE X
TERMINATION

This Interlocal Agreement may be terminated by any Party with thirty (30) days' written notice in accordance with Article XII below.

ARTICLE XI
AMENDMENT

No amendment, modification or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Parties after official action by each of the respective governing bodies of the Parties.

ARTICLE XII
NOTICES

Notices to any Party required or appropriate under this Interlocal Agreement shall be deemed sufficient if in writing and mailed USPS postage prepaid.

To Hays County

Hays County Judge

Hays County

111 East San Antonio Street, Suite 300

San Marcos, TX 78666

To Wimberley

Mayor

City of Wimberley

221 Stillwater

Wimberley, TX 78676

To Woodcreek

Mayor

City of Woodcreek 41

Champions Circle

Woodcreek, TX 78676

ARTICLE XIV
APPLICABLE LAW

This Interlocal Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Hays, County, Texas.

ARTICLE XV
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XVI
COMPLIANCE WITH LAWS AND ORDINANCES

The Parties hereby agree to comply with all federal, state and local laws and ordinances applicable to the work or services to be performed under this Interlocal Agreement. The Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

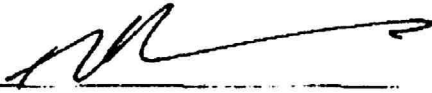
ARTICLE XVII
PARTIES BOUND

This Interlocal Agreement shall be binding upon and inure only to the benefit of the Parties listed in this Interlocal Agreement.

Signature Page Follows

In Witness Whereof, the Parties have executed multiple originals, each of which shall have the full force and effect of an original, this Interlocal Agreement.

Hays County

By: 

Title: HAYS COUNTY JUDGE

Date: 5-20-2025

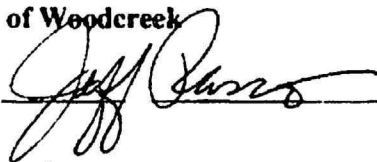
City of Wimberley

By: 

Title: MAYOR

Date: 6-5-2025

City of Woodcreek

By: 

Title: MAYOR

Date: 5-27-2025



Hays County Commissioners Court

Date: 06/23/2026

Requested By: Stephanie Hunt

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action regarding an update on the formal procurement review process and staff recommendations for the Fleet Program Specialist position (Grade 118). **COHEN/SMITH/BOUTTE/HUNT**

Summary

Provide the Court with an update on the formal procurement review process and present staff's recommendations concerning the Fleet Program Specialist position, Grade 118.



AGENDA ITEM REQUEST FORM: **M. 1.**

Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Commissioner Hammer

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Munch (H-E-B). Possible discussion and/or action may follow in open court. **HAMMER**

Summary



AGENDA ITEM REQUEST FORM: M. 2.

Hays County Commissioners Court

Date: 06/23/2026

Requested By: Stephanie Hunt

Sponsor: Commissioner Cohen

Co-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 and duties of the Contract Specialist in the Purchasing Office. Possible discussion and/or action may follow in open court. **COHEN/SMITH**

Summary



AGENDA ITEM REQUEST FORM: **M. 3.**

Hays County Commissioners Court

Date: 06/23/2026

Requested By:

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

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 for the Eastside Campus Project. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

Summary
