Commissioners Court –May 14, 2019
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **14th day of May, 2019**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE - **Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**
ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	3-4	Adopt a proclamation declaring May 2019 as Hays County Elder Abuse Prevention Awareness Month. **INGALSBE**

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.

2	5	Approve payments of County invoices. **VILLARREAL-ALONZO**
3	6	Approve payments of Juror checks. **VILLARREAL-ALONZO**
4	7	Approve the payment of Humana and United Healthcare claims. **VILLARREAL-ALONZO**
5	8-15	Approve Commissioners Court Minutes of May 7, 2019. **BECERRA/CARDENAS**
6	16-18	Approve Utility Permits. **BECERRA/BORCHERDING**
7	19	Approve out of state travel for Deputy Zach Miller to attend the Law Enforcement Total Breaching Course in Byhalia, Mississippi. **BECERRA/CUTLER**
8	20-21	Approve an amended resolution of support for dedicating a section of Highway 290 in honor of veteran John A. McCarty. **SMITH**
9	22-52	Approve specifications for RFP 2019-P05 Employee Assistance Program and authorize Purchasing to solicit for proposals and advertise. **BECERRA/MILLER**
10	53-57	Approve bonds to the Governor of Texas and to the Hays County Judge for newly appointed Tax Assessor Collector, per Texas Tax Code Section 6.28(a); and authorize payment of bonds to Waldrip Insurance where no purchase order was issued as required per County Purchasing Policy. **BECERRA/O'KANE**
11	58-59	Approval to Pre-Qualify thirteen (13) respondents for RFQ 2019-P04 related to Bond Underwriting Services and authorize the County Auditor and County Financial Advisor to select qualified firms for future bond sales. **INGALSBE/VILLARREAL-ALONZO**
12	60-61	Approval to Pre-Qualify all respondents for RFQ 2019-P04 related to Public Improvement District (PID) Bond Underwriting Services and authorize the County Auditor and County Financial Advisor to select qualified firms for future bond sales. **INGALSBE/VILLARREAL-ALONZO**

ACTION ITEMS

ROADS

13	62-66	Discussion and possible action to approve the Agreement for Preliminary Engineering Services and Submittal of Exhibit "A" for Approval with the Union Pacific Railroad Company for the Proposed Union Pacific Railroad Company Kyle Siding Relocation Project; and authorize the County Judge to execute the Agreement on behalf of Hays County.**JONES/BORCHERDING**
14	67-71	Discussion and possible action to request that the Texas Department of Transportation (TxDOT) initiate the process to remove the FM 150 Corridor Study project from FM 2770 to I-35 from the amended Partnership Program Advance Funding Agreement between TxDOT and Hays County and to request that TxDOT provide copies of all work product conducted and completed to date as part of the FM 150 Corridor Study project from FM 2770 to I-35 environmental documentation process currently underway and managed by TxDOT. **SMITH/BORCHERDING**

15	72-76	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of $498,335.55 for Reunion Ranch Phase 3, Section 3 (Bond # SU1156156). **SMITH/BORCHERDING**
16	77-84	Discussion and possible action to authorize the Transportation Department to purchase heavy equipment related to road maintenance and repairs and amend the budget accordingly. **BECERRA/BORCHERDING**

SUBDIVISIONS

17	85-91	SUB-1235; Hold a public hearing with possible action to approve final plat of the Replat of Lot 6, Hillview Addition Subdivision. **SMITH/PACHECO**
18	92-94	SUB-1248; Discussion and possible action to approve final plat for the Farmhouse on Elder Hill II Subdivision. **SMITH/PACHECO**
19	95-96	SUB-1175; Discussion and possible action to approve final plat for the Eppright Addiition Subdivision. **SHELL/PACHECO**

MISCELLANEOUS

20	97-147	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement related to the City of Kyle Tax Reinvestment Zone No.2. **JONES/INGALSBE**
21	148-160	Discussion and possible action to accept a dedication of approximately 211 square feet of Right of Way in Sunset Canyon, Section Five; and to adopt a resolution related to the County's use of that Right of Way. **SMITH**
22	161-162	Discussion and update related to the 2016 Road Bond issuance timeline. **INGALSBE/VILLARREAL-ALONZO**

EXECUTIVE SESSIONS

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

23	163	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 Big Hat. **BECERRA**

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.

24	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
25	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA/SMITH**
26	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. **BECERRA**
27	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. **SHELL**
28	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 10th day of May, 2019

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a proclamation declaring May 2019 as Hays County Elder Abuse Prevention Awareness Month.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 14, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Commissioner Ingalsbe	INGALSBE	N/A

SUMMARY

See attached proclamation.

PROCLAMATION DECLARING MAY 2019 AS
HAYS COUNTY ELDER ABUSE PREVENTION AWARENESS MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of Hays County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Caseworkers in Hays County have investigated 507 intakes of which 285 cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in 2018; and

WHEREAS, Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim May, 2019 as:

HAYS COUNTY ELDER ABUSE PREVENTION AWARENESS MONTH

And urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

ADOPTED THIS THE 14th DAY OF MAY, 2019

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of Humana and United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioner Court Minutes of May 7, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 7TH DAY OF MAY A.D., 2019, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

Judge Becerra left after discussion of the Indigent Defense Improvement Grant Application was discussed. Commissioner Ingalsbe took over as Judge *Pro Tem.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

Dan Lyon, resident of San Marcos objected to the use of county funds for the Buck Winn Mural on display in the Hays County Government Center. Roland Saucedo, resident of San Marcos, spoke in favor of the Indigent Defense Improvement Grant (Item 29). John McGlothin, resident of San Marcos, spoke against the Indigent Defense Improvement grant (Item 29).

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

Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10 percent of capacity open. The jail's daily average was 530 and peak was 538 for the week of April 28th to May 4th, 2019. Estimated cost for outsourcing inmates this week as $75,203.00. The average number of outsourced males is 212 and females are 2. This week's inmates were housed in the following counties: Bell, Burnet, Caldwell, McLennan, Limestone and Walker.

AUTHORIZE THE SUBMISSION OF THE INDIGENT DEFENSE IMPROVEMENT GRANT APPLICATION TO THE TEXAS INDIGENT DEFENSE COMMISSIONER (TIDC)

Tim Bauorkomper Jr, Betsy Singleton, Michel Sullivan, Faylita Hicks, Mary P. Gilroy, Diann McCabe, Ann Whitus, Eric Martinez, Jimmy Alan Hall and Clayton Bradshaw all made public comments in support of an Indigent Defense Improvement Grant. Judge Becerra's Chief of Staff, Alex Villalobos, summarized key elements of the proposed grant, with support from Jeff Burkhard from the granting agency. The program would:

- address the high costs of outsourcing inmates ($10,000 - $15,000/day);
- ensure adequate legal representation for clients lawyers currently have to travel for hours to see;
- help reduce recidivism by ensuring adequate defense,
- reduce the jail population by increasing Personal Recognizance bonds for people with mental illnesses,
- provide more effective support for persons with mental illnesses (including veterans), who comprise as much as 20 percent of the jail population,
- ensure constitutional rights of immigrants are protected, and
- provide advocacy for reasonable bonds at magistration.

The grant, which would provide an 80/60/40/20 match in Years 1, 2, 3, and 4, respectively, would cover:

- a part time Padilla expert (for immigrants),
- a full time Mental Health Public Defender,
- a full time Mental Health Caseworker, and
- a full time attorney to represent defendants at magistration.

(See back-up for full proposal and more detail.)

A motion was made by Commissioner Shell, seconded by Commissioner Smith to discuss item.

A spirited discussion followed. Commissioner Smith, Commissioner Shell, Commissioner Jones, County Court at Law #2 Judge Chris Johnson, County Court a Law # 3 Judge Tacie Zelhart, Commissioner Ingalsbe and General Counsel, Mark Kennedy spoke. Generally, speakers objected to the short time they had to review the proposal (see back-up) and to the apparent lack of stakeholder involvement and support in shaping the proposal. No motions were made. A Special Commissioners Court Meeting was scheduled for Friday, May 10, 2019 at 2p.m, to continue addressing the topic.

Clerk's Note: Court took a 5 minute break and returned into open session.

33830 ADOPT A PROCLAMATION DECLARING MAY 15, 2019 AS PEACE OFFICERS MEMORIAL DAY AND MAY 12 - MAY 18, 2019 AS POLICE WEEK

A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt a proclamation declaring May 15, 2019 as Peace Officers Memorial Day and May 12 - May 18, 2019 as Police Week. All present voting "Aye". MOTION PASSED

33831 ADOPT A PROCLAMATION DECLARING MAY 2019 AS ALS AWARENESS MONTH

A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt a proclamation declaring May 2019 as ALS Awareness Month. All present voting "Aye". MOTION PASSED

33832 ADOPT A PROCLAMATION DECLARING MAY 2019 AS DRUG COURT MONTH

A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt a proclamation declaring May 2019 as Drug Court Month. All present voting "Aye". MOTION PASSED

PRESENTATION BY MIKE HEILIGENSTEIN, EXECUTIVE DIRECTOR OF THE CENTRAL TEXAS MOBILITY AUTHORITY (CTRMA), REGARDING THE MOBILITY AUTHORITY OPERATIONS AND MEMBERSHIP.

Central Texas Mobility Authority, Executive Director, Mike Heiligenstein gave a presentation describing the complex transportation system surrounding Hays County. (See backup.) Commissioner Jones and Commissioner Ingalsbe spoke. Central Texas Mobility Authority, Chairman, Greg Oshen spoke.

33833 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve payments of County invoices in the amount of $1,439,601.63, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

33834 APPROVE PAYMENTS OF JUROR CHECKS

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve payments of Juror checks in the amount of $5,165.00, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

33835 APPROVE THE PAYMENT OF HUMANA AND UNITED HEALTHCARE CLAIMS

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the payment of United Healthcare claims in the amount of $343,435.01, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

33836 APPROVE COMMISSIONERS COURT MINUTES OF APRIL 30, 2019

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve Commissioners Court Minutes of April 30, 2019, as presented by the County Clerk. All present voting "Aye". MOTION PASSED

33837 APPROVE THE PAYMENT OF THE MAY 15, 2019 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $2,650,400.00 EFFECTIVE MAY 15, 2019 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the payment of the May 15, 2019 payroll disbursements in an amount not to exceed $2,650,400.00 effective May 15, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voting "Aye". MOTION PASSED

33838 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR OFFICE/WAREHOUSE BUILDINGS AT 5566 NIEDERWALD STRASSE, KYLE, TEXAS 78640

David Cuddy of Studio Estates is proposing an On-Site Sewage System to serve five warehouse/office buildings. The system is designed to accommodate up to 221 employees and customers. This 12.004-acre tract of land will be served by a public water supply. The system designer, Jim Bettridge, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 1105 gallons. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for office/warehouse buildings at 5566 Niederwald Strasse, Kyle, Texas 78640. All present voting "Aye". MOTION PASSED**

33839 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR ADDITION OF LIFT STATION AT 31560 RR 12, DRIPPING SPRINGS, TX 78620

Walt Graner of Graner Holdings, LLC is proposing an addition to an existing On-Site Sewage System to serve a small office building. This 2.577-acre tract of land is Lot 5-A in the Wildwood Hills Subdivision and is served by a public water supply. The proposed building will be connected to a lift station that will pump to the permitted system. The system designer, Greg Johnson, P.E., had designed a non-standard treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 773 gallons. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for addition of lift station at 31560 RR 12, Dripping Springs, TX 78620. All present voting "Aye". MOTION PASSED**

33840 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A REVISED RESOLUTION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD) FOR THE HAYS COUNTY INCIDENT AREA COMMUNICATIONS PROJECT

The Commissioners Court authorized the submittal of this grant application on February 13, 2018. These funds will be utilized to provide deployable, comprehensive, communication solutions to the Hays County Emergency Responders for use during incidents or call-outs requiring multiple person collaboration The Office of the Governor (CJD) has requested an updated Resolution that reflects the new Authorized Official. The Resolution will be electronically updated into e-grants. Grant Number: 3568201 Grant Period: 10/01/2018 - 09/30/2019. **A motion was made by Commissioner Shell , seconded by Commissioner Jones to authorize the County Judge to submit a revised resolution to the Office of the Governor, Criminal Justice Division (CJD) for the Hays County Incident Area Communications project. All present voting "Aye". MOTION PASSED**

33841 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A REVISED RESOLUTION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD) FOR THE HAYS COUNTY CRIME SCENE ANALYSIS SOLUTION PROJECT

The Commissioners Court authorized the submittal of this grant application on February 13, 2018. This grant is to provide the Hays County Sheriff's Department with a crime scene analysis solution that will allow for 3D diagraming of crime and accident scenes. The Office of the Governor (CJD) has requested an updated Resolution that reflects the new Authorized Official. The Resolution will be electronically updated into e-grants. Grant Number: 3565901 Grant Period: 10/01/2018 - 09/30/2019. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to submit a revised resolution to the Office of the Governor, Criminal Justice Division (CJD) for the Hays County Crime Scene Analysis Solution project. All present voting "Aye". MOTION PASSED**

33842 APPROVE THE CANCELLATION OF HAYS COUNTY COMMISSIONERS COURT ON MAY 28, 2019

Commissioners Court Representatives and staff will be attending the Travis County District Court Hearing on Kinder Morgan. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the cancellation of Hays County Commissioners Court on May 28, 2019. All present voting "Aye". MOTION PASSED**

33843 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO RENTAL HOUSES LOCATED AT 101 EASTERN RD, WIMBERLEY, TEXAS 78676

Curtis Jinkins is proposing an On-Site Sewage Facility for a long-term rental house and a short-term rental house located at 101 Eastern Road in Wimberley. This property is Lot 25B-2 in the Green Acres Subdivision and will be served by a public water supply. The system designer, Kyle DeHart, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be disposed via surface application for a maximum daily rate of 300 gallons. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize On-Site Sewage Facility permit for two rental houses located at 101 Eastern Rd, Wimberley, Texas 78676. All present voting "Aye". MOTION PASSED**

33844 AUTHORIZE THE CONSTABLE PRECINCT 5 OFFICE TO PURCHASE ONE ADDITIONAL AXON IN-CAR CAMERA SYSTEM AND AMEND THE BUDGET ACCORDINGLY

In August 2018 the Commissioner's Court authorized additional Axon in-car camera systems to fully equip the newly leased vehicles for all Constable's Offices. Due to an oversight, one camera system was not included in the list of equipment that was authorized for purchase for the Constable Pct. 5 fleet. Potential Funding Source Co-Wide Contingencies. Attachment: Axon Enterprise Quote. Budget Amendment: Decrease Co-Wide Contingencies. Increase Law Enforcement Equipment. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the Constable Precinct 5 Office to purchase one additional Axon In-Car Camera System and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

33845 APPROVE OUT OF STATE TRAVEL FOR FIVE MEMBERS OF THE HAYS COUNTY VETERANS COURT TEAM TO ATTEND THE NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS (NADCP) ALL RISE 19 CONFERENCE IN NATIONAL HARBOR, MD JULY 14-17, 2019 AND AMEND THE BUDGET ACCORDINGLY

The NADCP has convened the only national conference for treatment court professionals to expand treatment for individuals with substance use and mental health disorders. Attendees will gain new tactics, insights and increased ability to improve the success of the Hays County Veterans Court. Hays County Veterans Court team is as follows: Laura Balo, Veterans Court Coordinator Jason Anika, Probation Officer Gerald Ramcharan, Program Manager Brenda Jarden-Holter, Defense Attorney Chris Johnson, Hays County Judge, County Court-at-Law 2Office of the Governor grant funds will be utilized for all expenses. Budget Amendment: Increase Continuing Education .5551 - $8,500 Decrease Insurance Benefits Medical .5160_400 - ($8,500). **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve out of state travel for five members of the Hays County Veterans Court team to attend the National Association of Drug Court Professionals (NADCP) All Rise 19 Conference in National Harbor, MD July 14-17, 2019 and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

33846 AUTHORIZE THE HISTORICAL COMMISSION TO UTILIZE DONATED FUNDS TO PURCHASE EQUIPMENT AND SUPPLIES RELATED TO THE KYLE DEPOT RESTORATION PROJECT AND AMEND THE BUDGET ACCORDINGLY

On January 8, 2019 the Historical Commission presented a donation to court for acceptance related to repairs and restoration of the Kyle Depot Caboose. Funds were accepted and deposited into the contract services account to contract the needed work. In order to save costs the Hays County Building Maintenance department has agreed to manage the project, therefore, the funds need to be amended to the appropriate accounts to record the purchases. No additional funds are required. Budget Amendment: ($54,911) - Decrease Contract Services $1,000 - Increase General Supplies (paint supplies) $1,000 - Increase Contract Services (lift rental for painting) $10,690 - Increase Misc. Equipment_Op (detailed items below) A&E Signs for signage SI Mechanical for a/c unit $44,221 - Increase Misc. Capital Imprv_Ops (detailed items below) Trans Rail Shop for misc repairs CT Electric for electric panel, lights, power to caboose Fence Lady for 180 ft fence and steps to Caboose $54,911 - Total project costs. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the Historical Commission to utilize donated funds to purchase equipment and supplies related to the Kyle Depot Restoration Project and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

33847 ADOPT A RESOLUTION SUPPORTING LEGISLATIVE EFFORTS TO ESTABLISH A HOTEL OCCUPANCY TAX IN THE CITY OF KYLE, TEXAS

A motion was made by Commissioner Shell, seconded by Commissioner Jones to adopt a resolution supporting legislative efforts to establish a Hotel Occupancy Tax in the City of Kyle, Texas. All present voting "Aye". MOTION PASSED

33848 AWARD RFQ 2019-P03 KOHLERS CROSSING - UPRR GRADE SEPARATION IMPROVEMENTS TO HDR ENGINEERING, INC., AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT

This RFQ is for professional engineering and other design support services related to proposed grade-separated improvements at Kohlers Crossing and the Union Pacific Railroad (UPRR) in Precinct 2. This is part of an ongoing project that addresses safety and mobility concerns in the City of Kyle. The Project is associated with the overall program of safety and mobility improvements being undertaken by Hays County in partnership with the City of Kyle and the UPRR. The relocation of a portion of the existing railroad siding to north of Burleson Road to improve railroad-roadway operations will require the construction of a grade-separated railroad crossing at Kohlers Crossing. The proposed bridge over the Union Pacific railroad at Kohlers Crossing will eliminate vehicle-railroad car conflicts at that location and improve overall operations of both the roadway and the railroad.

Purchasing received responses from HDR Engineering, Inc., Lockwood Andrews and Newnam, Inc., and HuittZollars, Inc. Upon thorough evaluation, he evaluating committee recommends that the award be made to HDR, Engineering, Inc. Attached: RFQ 2019-P03 Tabulation. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to award RFQ 2019-P03 Kohlers Crossing - UPRR Grade Separation Improvements to HDR Engineering, Inc., and authorize staff and General Counsel to negotiate a contract. All present voting "Aye". MOTION PASSED**

33849 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH "NO PARKING" ZONES 50 FEET FROM STOP SIGNS ON MARSH LANE AT DIAMONDBACK COVE IN SHADOW CREEK SUBDIVISION TO HELP WITH TRAFFIC CONCERNS IN FRONT OF RALPH PFLUGER ELEMENTARY SCHOOL

This action would establish a "No Parking" zone on Marsh Lane and Diamondback Cove approximately 50 feet in front of three stop signs (see accompanying map) directly in front of Ralph Pfluger Elementary school to help with traffic concerns as a result of vehicles that park immediately in front of the stop signs while waiting for students to leave at the end of school. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to establish "No Parking" zones 50 feet from stop signs on Marsh Lane at Diamondback Cove in Shadow Creek subdivision to help with traffic concerns in front of Ralph Pfluger Elementary school. All present voting "Aye". MOTION PASSED**

33850 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LNV, INC. REGARDING ENGINEERING SERVICES FOR A SIGNAL WARRANT STUDY AND SIGNAL DESIGN FOR THE CR266/REDWOOD ROAD INTERSECTION

The County Engineer is proposing the work to be performed in two phases: $20,880 - Phase I - Route and Design Studies to be completed in FY19 $188,762 - Phase II - Environmental Studies and Signal Design to be budgeted in FY20. Attachment: LNV, Inc. PSA. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and LNV, Inc. regarding engineering services for a signal warrant study and signal design for the CR266/Redwood Road intersection. All present voting "Aye". MOTION PASSED**

33851 AUTHORIZE THE EXECUTION OF A CONSTRUCTION CONTRACT WITH INTERMOUNTAIN SLURRY SEAL, INC. FOR THE TRANSPORTATION DEPARTMENT RELATED TO ROAD IMPROVEMENTS

The Transportation Department would like to utilize Intermountain Slurry Seal for micro surfacing to extend the life of the road pavement for named projects. Projects to be completed include: >Hidden Oaks Subdivision, Pct. 2 >Meadow Woods Subdivision, Pct. 2 >Arroyo Ranch Subdivision, Pct. 4 These projects will be scheduled for September 2019 and are budgeted within the FY19 Transportation Departments operating budget. Procurement is allowable through the Bexar County ILA purchasing agreement and in accordance with Bexar County PO#11597775. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the execution of a Construction Contract with Intermountain Slurry Seal, Inc. for the Transportation Department related to road improvements. All present voting "Aye". MOTION PASSED**

33852 SUB-1175; EPPRIGHT ADDITION SUBDIVISION (5 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE PRELIMINARY PLAN

County Planner, Marcus Pacheco spoke. Eppright Addition is a proposed 5 lot subdivision located along Post Oak Road in PCT 3. Water service will be provided by private wells and rainwater collection. Wastewater service will be accomplished by individual OSSF. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve preliminary plan of SUB-1175; Eppright Addition Subdivision (5 Lots). All present voting "Aye". MOTION PASSED**

33853 SUB-1248; FARMHOUSE ON ELDER HILL II SUBDIVISION (2 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE PRELIMINARY PLAN

County Planner, Marcus Pacheco spoke. Farmhouse on Elder Hill II is a proposed 2 lot subdivision located along Elder Hill Road in Precinct 4. Water service will be provided by private wells and rainwater collection. Wastewater service will be accomplished by Individual On-Site Sewage Facilities. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve preliminary plan SUB-1248; Farmhouse on Elder Hill II Subdivision (2 Lots). All present voting "Aye". MOTION PASSED**

33854 SUB-1220; CALL FOR A PUBLIC HEARING ON MAY 21ST, 2019 TO DISCUSS APPROVAL OF THE REPLAT OF LOT 4, LEGEND OAKS SECTION TWO SUBDIVISION

Legend Oaks Section Two is a recorded subdivision located off of Nameless Road in Precinct 3. The proposed re-plat will divide the 18.08 acre lot 4 into 7 lots. Water service will be provided by rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to call for a Public Hearing on May 21st, 2019 to discuss SUB-1220; Legend Oaks Section Two Subdivision. Replat of Lot 4. All present voting "Aye". MOTION PASSED**

33855 SUB-1116; CALL FOR A PUBLIC HEARING ON MAY 21ST, 2019 TO DISCUSS APPROVAL OF THE REPLAT OF LOTS 1,3,4, 8 & 9, FAMILY TREE SUBDIVISION

Family Tree Subdivision is a recorded subdivision located off of Fitzhugh Road and Preslar Circle in Precinct 4. The proposed re-plat will remove the plat note from the original Family Tree plat restricting TCEQ (then TNRCC) prohibited activities. It will also propose the following: -Revise the boundary of Lot 4, creating Lot 4-A. -Split Lot 3 into two lots, creating Lot 3-A and 3-B. -Combine Lot 8 and 9 to create Lot 8-A. Water service will be provided by rainwater collection. Wastewater treatment will be accomplished by individual onsite sewage facilities. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to call for a Public Hearing on May 21st, 2019 to discuss approval of the SUB-1116; Family Tree Subdivision. Replat of Lots 1,3,4, 8 & 9. All present voting "Aye". MOTION PASSED**

33856 AUTHORIZE ON-SITE SEWAGE SYSTEM PERMIT FOR 64 RVS AND GRANT A VARIANCE TO TABLE 10-2 OF THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES AT 690 HILLSIDE TERRACE, BUDA, TEXAS 78610

Hill Commercial Dev, LLC is proposing an On-Site Sewage System to serve 64 RV sites. This 30.56 acre tract of land will be served by a public water system. The system designer has designed a non-standard treatment system. After treatment, the effluent will be disposed via low-pressure pipe for a maximum daily rate of 2640 gallons The system designer, Travis Weiser, P.E., is requesting a variance to Table 10-2 of the Hays County Rules for OnSite Sewage Facilities which requires 20 foot property line setbacks from effluent disposal areas. His justification for the variance request is that the "TCEQ has a 5 foot property line to disposal area…, this system has secondary treatment reducing the organic load…, and the adjoining property is a middle school that appears unlikely to be used as a single family development with septic systems adjoining our proposed system." The designer has proposed the disposal area to be 10 feet from the property line. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize On-Site Sewage System Permit for 64 RVs and grant a variance to Table 10-2 of the Hays County Rules for On-Site Sewage Facilities at 690 Hillside Terrace, Buda, Texas 78610. All present voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item #30 RE: *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 BIG HAT. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.* **– was pulled**

Clerk's Note Agenda Item #31 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW.* **– was pulled**

Clerk's Note Agenda Item #32 RE: *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/ OR DISASTER DECLARATION.* **– was pulled**

Clerk's Note Agenda Item #33 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW.* **– was pulled**

Clerk's Note Agenda Item #34 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW.* **– was pulled**

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adjourn court at 12:16 p.m.

***** *****

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on May 7, 2019.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	BECERRA	N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
1138	1601 Springlake Drive	Oak Wilt Specialist of Texas

HAYS COUNTY TRANSPORTATION DEPARTMENT

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.**

Approval of Utility **Permit # 1138**

Application Date: May 6, 2019

Commissioner Court Approval Date: May 14, 2019

Utility Company Info:

- Name: Oak Wilt Specialists of Texas
- Address: 368 Nicholas Lane Driftwood, Texas 78619
- Phone: (512)842-8733
- Contact: Dirk Johnston

Engineer/Contractor Info:

- Name: Oak Wilt Specialists of Texas
- Address: 368 Nicholas Lane Driftwood, Texas 78619
- Phone: (512)842-8733
- Contact: Dirk Johnston

Type of Utility Service: Oak Wilt Trench

Road Name(s): 1601 Springlake Drive
Subdivision: Springlake
Pct. #: 4

Proposing to do an open trench cut that is 4.5" wide, 60" deep and approximately 200' long in County Right of Way along the frontage of 1601 Springlake Drive for Oak Wilt.

Transportation Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: May 6, 2019

Formal notice is hereby given that:

Utility Company Oak Wilt Specialists of Texas (OWST) proposes to place a oak wilt trench line within County Right-of-Way of Springlake Drive with contractor OWST as follows:

(give location, length, general design, etc.)

The trench is to be cut 4.5" wide, 60" deep and immediately refilled. The length of the trench on the ROW is approximately 200'. The proposed trench path is marked with white flags and is along the street in front of 1601 Springlake Drive.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm 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 this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 Map complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road: and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 13 day of May, 2019.

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Oak Wilt Specialists of Texas

By (Print) Dirk Johnston

Signature Dirk Johnston

Title President

Address 368 Nicholas Lane

Driftwood, TX 78619

Phone 512-842-8733

Approved by Hays County Transportation Department

Signature	Title	Date
	Permit Coordinator	5/8/19

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel for Deputy Zach Miller to attend the Law Enforcement Total Breaching Course in Byhalia, Mississippi.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	$252.00

LINE ITEM NUMBER

001-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	BECERRA	N/A

SUMMARY

Approval for out of state travel is needed to send Deputy Zach Miller to attend the Law Enforcement Total Breaching Course in Byhalia, Mississippi beginning August 26-30, 2019. Deputy Miller is on the Hays County SWAT Team. During this training, Deputy Miller will learn all facets of mechanical, thermal, power tool, ballistic and explosive breaching techniques. Upon successfully completing this course, Deputy Miller will possess the knowledge to correctly identify the most suitable method of entry for a given target, the skill to conduct a 100% positive breach, and become a certified high energy breacher. Funding for registration, travel and miscellaneous fees will be funded by the Sheriff's Office LEOSE Account; per diem will be funded from the Sheriff's Office Continuing Education ledger.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve an amended resolution of support for dedicating a section of Highway 290 in honor of veteran John A. McCarty.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

This is an amendment to the original resolution passed by the Court on December 18, 2018. The wording in this item give the exact location of the portion being dedicated from point to point whereas the original resolution did not.

RESOLUTION OF SUPPORT FOR DEDICATING A SECTION OF HIGHWAY 290 IN HONOR OF VETERAN JOHN A. McCARTY

WHEREAS, John Allen McCarty was a Texas Hill Country native, born in Henly, Texas; and

WHEREAS, John McCarty enlisted in the United States Army in 1941, was stationed in the Philippines that year, fought on Bataan, and was taken prisoner of war by the Japanese on April 9, 1942; and

WHEREAS, John McCarty survived the infamous Bataan Death March and captivity at the Japanese prisoner of war camp Cabanatuan; and

WHEREAS, John McCarty received two Purple Hearts and two Bronze Stars for his gallant service in World War II; and

WHEREAS, the members of Veterans of Foreign Wars Post Number 2933 in Dripping Springs strongly support and encourage the dedication of a portion of Highway 290 in honor of John A. McCarty; and

WHEREAS, the dedication of a portion of one of our major local roadways in honor of a local veteran will help to preserve the memory of his selfless service and will aid citizens in remembering the significant sacrifices made by those local service members who served during World War II; and

WHEREAS, it would be fitting and appropriate to honor John A. McCarty for his service to our nation;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court supports dedicating a portion of Highway 290 from the Hays-Blanco county line to Hays Country Acres Road in Hays County in honor of John Allen McCarty.

ADOPTED THIS THE 14th DAY OF MAY 2019

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine Cardenas, Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFP 2019-P05 Employee Assistance Program and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Shari Miller	BECERRA	N/A

SUMMARY

This RFP is to solicit proposals for an Employee Assistance Program (EAP). The County currently has these services provided through United Health Care as part of its insurance program. The HR department would like to implement a more robust program that would generate a greater benefit to County employees and their dependents.

Attached: RFP 2019-P05 Employee Assistance Program

	SOLICITATION, OFFER AND AWARD	Hays County Auditor Purchasing Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666

Solicitation No.: RFP 2019-P05 **Employee Assistance Program**	**Date Issued: May 15, 2019**

SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:
2:00 p.m. local time May 30, 2019.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this RFP must be received in writing no later than 5:00 on May 23, 2019.	Phone No.: (512) 393-5532

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ Ruben Becerra, Hays County Judge	Attest: _____ Elaine Cardenas, Hays County Clerk	Approved as to Form: _____ Hays County Office of General Counsel

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I. RFP Submittal Checklist

Notice to Vendors: Ensure that the following are included as a part of your Proposal:

____ 1. Solicitation, Offer and Award completed and signed

____ 2. Vendor Reference Form

____ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed

____ 4. Conflict of Interest Questionnaire completed and signed

____ 5. Code of Ethics signed

____ 6. HUB Practices signed

____ 7. House Bill 89 Verification signed and notarized

____ 8. Debarment & Licensing Certification signed and notarized

____ 9. Vendor/Bidder's Affirmation completed and signed

____ 10. Appendix A – Mandatory Pricing Sheet

____ 11. Any addenda applicable to this solicitation

____ 12. Two originals of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1. Type of Solicitation:	Request for Proposals
2. Solicitation Number:	RFP 2019-P05 Employee Assistance Program
3. Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope Two (2) originals and one (1) digital copy on a thumb drive
5. Deadline for Responses:	In issuing office no later than: **Thursday May 30, 2019; 2:00 p.m. Central Time (CT)**
6. Initial Contract Term:	July 2019 – July 31, 2022
7. Optional Contract Terms:	Two (2) additional one (1) year renewals
8. Designated Contact:	Hays County Purchasing Email: purchasing@co.hays.tx.us
9. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 23, 2019; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus.
10. Addenda	Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.
11. Contact with County Staff:	Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

III. Specifications

A. Introduction

Hays County is seeking proposals from qualified vendors for Employee Assistance Program (EAP) services. Hays County is a Texas local government and employs approximately 850 employees. Half of the workforce is made up of first responders which includes jailers, deputies, investigators and emergency management staff. Hays County currently participates in an EAP through the United Health Care group self-insured plan. The current plan provides for 3 on-site visits per employee, per issue. Utilization is minimal and there has been no vendor-sponsored orientation or onboarding.

B. Qualifications

Hays County is seeking to contract with a competent provider of Employee Assistance Program services. Specifically, it is seeking those persons or firms with the following qualifications:

- Proven expertise and competence to deliver services.
- Proactive use of technology to better serve Hays County employees.
- Resources to quickly respond to employee requests for assistance.
- At least five years of experience delivering the services requested in the RFP.
- Demonstrated experience in successfully working with government agencies and counties in Texas of a similar size and scope as Hays County.
- Individuals assigned to the RFP have the necessary experience, education, and understanding to provide the required services.

C. Minimum Required Program Services

The following list outlines the minimum acceptable features and services that will be necessary to meet Hays County's needs for an Employee Assistance Program. A qualified response shall indicate that the respondent is capable of meeting these minimum requirements.

1. Must provide 6 (six) sessions per employee and dependent per incident per calendar year.
2. Must provide initial and ongoing training for both employees and supervisors. Ongoing training shall be a minimum of one (1) hour at each Hays County office location per year.
3. Must provide reports to Human Resources department staff upon request.
4. Must provide a toll-free number for customer service in English and Spanish.
5. Must provide support services 24 hours a day/7 days a week,
6. Must provide assigned account representative who is available monthly to participate in new employee benefit orientation.
7. Must maintain HIPPA and 42 CFR client confidentiality.
8. Must have local providers with PTSI and EMDR qualifications.
9. Must have sufficient qualified local providers in or near Hays County by July 15, 2019 or beginning of contract. Provider expertise shall include but not be limited to PTSD, EMDR, Family, Drug and Alcohol, Financial, Legal, Marital and Anger Management.

D. Proposal Content

Submit a cover letter summarizing your proposal, limiting the cover letter to no more than two (2) pages. Proposals shall contain direct responses to the questions or requests for information identified in Subsection E (Questionnaire) and be organized so that the specific question to which a response is being prepared is readily identifiable. Each response shall include the entire question first, then the

response. The response shall contain no more than 40 pages (excluding the cover letter, required forms, and any appendices). All forms must be signed and submitted with the proposal.

E. Questionnaire

1. Briefly summarize the history of your organization and identify the owner.
2. Does your organization have the ability to meet the Minimum Required Program Services identified in Subsection C by the beginning of the contract (approximately July 15, 2019)?
3. Describe EAP staff.
   a. Provide Organization Chart with specific reference to Hays County service in the Hays County area.
   b. Describe the professional qualifications and roles for EAP staff workers.
   c. Provide background information on staff members to be directly involved with the County's employees for training and counseling. (including ability to communicate in Spanish & English.)
   d. Will a staff member be located in the Hays County area?
4. Describe telephone services
   a. What services are available?
   b. What is time period (24 hours)?
   c. Is the telephone answered by local person? If not a local number, is a toll-free number provided?
   d. Describe qualifications of person answering telephone
5. Describe online services. Do you have an app?
6. Describe use of outside contact services:
   a. Describe EAP network
   b. How will your organization coordinate with United Health Care in-network providers?
   c. Describe selection process for network providers
   d. Do you contract directly with providers? If not, describe organization used.
   e. How do you maintain quality in network? Describe credential and ongoing satisfaction process.
   f. Do you have Certified providers with specific experience in dealing with Law Enforcement Stress?
   g. How many of these providers address stress through the use of EMDR, mental techniques, preventive measures and physical techniques?
7. Provide a list of providers who are local to Hays County. Identify whether each provider offers services in English and Spanish.
8. Describe EAP counseling services for employee and family in the following categories:
   a. Domestic, Emotional & Job
   b. Substance Abuse
   c. Financial
   d. Legal
   e. PTSD, Anxiety, Stress
   f. Other
   g. Number of hours of EAP counseling per episode
      i. Via telephone
      ii. In person
9. Describe in detail your process for locating a provider including who sets up the appointment once the employee reaches out for assistance. Include details regarding waiting time and follow-up to ensure the employee receives help. Use examples including an immediate urgent situation, a critical situation, and a non-emergent situation, like financial or legal assistance.

10. Do employees have 24-hour access for crisis situations? If so, describe (including ability to communicate in Spanish & English)
11. Do you provide post trauma debriefings as part of the EAP? If so, describe.
12. Describe procedure for managing and monitoring a substance abuse treatment follow-up program.
13. If the county requests a mandatory EAP referral, what is the response time and what documentation is required?
14. Describe procedures for maintaining confidentiality of employees who use EAP services.
15. Describe additional services or programs provided by your company. Include details that will set your proposal apart from other EAP providers
16. Describe the County's training and orientation (include proposed timeline):
    a. Training for current Managers and Supervisors
    b. Orientation for current employees
    c. Training for new Managers and Supervisors
    d. Orientation for new employees
    e. Do you conduct educational workshops? If yes, describe.
17. Describe promotional/communication materials.
    a. Provide samples of all promotional/communication materials that are included in base price.
    b. Are these materials available in both Spanish & English?
18. Describe reporting and monitoring of program.
    a. Describe experience/utilization reports, include sample of each report.
    b. How often are reports provided?
    c. Do you conduct satisfaction surveys? If yes, describe.
    d. Describe how success of program can be monitored.
    e. Describe what you have found to be most helpful in promoting employee utilization of an EAP.
19. Identify any of the above-referenced services which are not included in the base price as quoted in Schedule I of the mandatory pricing sheet (Appendix A).
20. Provide five Texas client references, preferably government entities, which you have provided EAP services to for at least three (3) years. Include client name, contact name and phone number, and number of employees served.
21. Provide a list of all entities that have terminated your service within the past 12 months or make a statement if not applicable.

F. Proposed Cost of Services

The respondent must provide the cost of services by completing the mandatory pricing sheet included as Appendix A. Pricing in Schedule I shall be structured on a Per Employee Per Month (PEPM) basis. The PEPM cost shall include all costs associated with providing the services identified in their proposal including but not limited to onboarding, implementation, and annual training. Optional features, products and services shall be priced individually in Schedule II.

G. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- Two (2) original proposals with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

H. Evaluation Criteria & Selection

Proposals will be evaluated and scored by a committee of Hays County employees using the Evaluation and Scoring Criteria below. Depending on the results of the evaluation, Hays County may or may not utilize an interview phase. If interviews are used, Hays County anticipates inviting approximately two to four of the top scoring respondents to an interview on or around June 12, 2019. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top-ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiations are successful, the selected firm shall be recommended to the Hays County Commissioners Court for final selection and subsequent contract approval. Note that the Hays County Commissioners Court will make the final selection for award.

Criteria	***Points***
Approach to providing Employee Assistance Program Services	40
Vendor's qualifications and experience/References	20
Availability of local facilities, providers, and services	20
Proposed Cost	20
Total Maximum Points	**100**

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.

I. Award of Contract

Upon final review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

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.

Respondent agrees, if the proposal it 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, if any. The period for acceptance of the responses will be ninety (90) calendar days.

If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

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 respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:
    a. "Auditor" means the Hays County Auditor or his/her designee.
    b. "Commissioners Court" means Hays County Commissioners Court.
    c. “Contract” means the contract awarded pursuant to the RFP and negotiated cost proposal.
    d. “Contractor” means a person or firm receiving an award of contract from Commissioners Court.
    e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
    f. "County Building" means any County owned buildings and does not include buildings leased by County.
    g. "Is doing business" and "has done business" mean:
        i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
        ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
        iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
    h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
    i. "Purchasing Manager" means the Hays County Purchasing Manager.
    j. “Sub-contractor” means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor
    712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:
    a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
    b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.
13. REPRESENTATIONS:
    a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
    b. The Contractor's delivery time includes weekends and holidays.
    c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
    d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
    e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
    f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:
    a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
    b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
    c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:
    a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
    b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:
    a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
    b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
    c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:
    a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
        i. The existence of the claim, or other action;
        ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
        iii. The alleged basis of the claim, action or proceeding;
        iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
        v. The name or names of any person against whom this claim is being made.
    b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
    c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:
    a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):

General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or have any questions contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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. Certify by your signature below that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Company Name

_____

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Appendix A: Mandatory Pricing Sheet

This form must be completed and returned with Proposal.

Schedule I

The pricing in Schedule I is for an Employee Assistance Program in accordance with the specifications in Hays County RFP 2019-P05 and the attached proposal, featuring six (6) visits per employee/dependent per issue per year. The quantity of eligible employees is approximate and will be used for the comparison of offers. Payments made to the awarded vendor will be in accordance with the resulting contract.

Rate Per Employee Per Month	Approximate number of eligible Hays County Employees	Total Monthly Rate
$_____	x 850 employees =	$_____

Schedule II

The pricing in schedule II is for optional features and services not included in the base price (Schedule I).

Description	Rate	Unit of Measure
	$_____	
	$_____	
	$_____	
	$_____	
	$_____	

The undersigned affirms that they are duly authorized to submit the above price proposal, that this proposal has not been prepared in collusion with any other Proposer nor any employee of Hays County, and that the contents of this proposal have not been communicated to any other Proposer or to any employee of Hays County prior to the official opening.

_____
Signature of Authorized Representative

_____ _____
Printed Name Title

_____ _____
Company Name Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve bonds to the Governor of Texas and to the Hays County Judge for newly appointed Tax Assessor Collector, per Texas Tax Code Section 6.28(a); and authorize payment of bonds to Waldrip Insurance where no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	$992

LINE ITEM NUMBER

001-619-00.5302

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	BECERRA	N/A

SUMMARY

Per Texas Tax Code, Section 6.28(a) a person elected or appointed as county assessor-collector must give bonds to the state and to the county, conditioned on the faithful performance of the person's duties as assessor-collector. Additionally, bonds were secured without the issuance of a purchase order as required per County policy. Funds are available within the Tax Office operating budget for this expense.

Instrument # 19006307 Number of Pages: 2
Filed and Recorded: 3/1/2019 8:39 AM
Elaine H. Cárdenas, Hays County Clerk, Texas
Deputy Clerk: RMONTEMAYOR

Liberty Mutual.
SURETY

BOND

No. 601147138

KNOW ALL MEN BY THESE PRESENTS:

That we Jenifer O'Kane of [redacted],

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Governor of the State of Texas

P.O. Box 12428 Austin, TX. 78711

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of One Hundred Thousand Dollars And Zero Cents ($100,000.00) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Governor of Texas- Tax Assessor-Collector

for a term beginning on March 1, 2019 and ending on December 31, 2020.

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Governor of the State of Texas and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED February 27, 2019

Jenifer O'Kane

The Ohio Casualty Insurance Company

By: James M. Waldrip Attorney-in-Fact

F-109 c 4/99

POWER OF ATTORNEY

The Ohio Casualty Insurance Company **Bond Number:** 601147135

Principal: Jenifer O'kane

Agency Name: WALDRIP INSURANCE AGENCY LLC

Obligee: Hays County Judge **Agent Code:** 428727

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Charles Waldrip Jr; James M. Waldrip **of** SAN MARCOS, Texas its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE
I , the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 27 day of February, 2019.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Renee C. Llewellyn, Assistant Secretary

Instrument # 19006306 Number of Pages: 2
Filed and Recorded: 3/1/2019 8:34 AM
Elaine H. Cárdenas, Hays County Clerk, Texas
Deputy Clerk: RMONTEMAYOR

Instrument # 19006306 Number of Pages: 2
Filed and Recorded: 3/1/2019 8:34 AM
Elaine H. Cárdenas, Hays County Clerk, Texas
Deputy Clerk: RMONTEMAYOR

Liberty Mutual. SURETY

BOND

No. 601147135

KNOW ALL MEN BY THESE PRESENTS:

That we Jenifer O'kane

of

[redacted],

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Hays County Judge

111 E. San Antonio St. , Suite 300 San Marcos, TX. 78666

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of One Hundred Thousand Dollars And Zero Cents ($100,000.00) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Hays County Court - Tax Assessor-Collector

for a term beginning on March 1, 2019 and ending on December 31, 2020.

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Hays County Judge and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED February 27, 2019

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919

Jenifer O'Kane

Jenifer O'Kane

The Ohio Casualty Insurance Company

By: James M. Waldrip

James M. Waldrip Attorney-in-Fact

F-109 c 4/99

POWER OF ATTORNEY

The Ohio Casualty Insurance Company **Bond Number:** 601147138

Principal: Jenifer O'Kane

Agency Name: WALDRIP INSURANCE AGENCY LLC

Obligee: Governor of the State of Texas **Agent Code:** 428727

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Charles Waldrip Jr; James M. Waldrip of SAN MARCOS, Texas its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and hy authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-faet, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued hy the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE
I , the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 27 day of February , 2019 .

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Renee C. Llewellyn, Assistant Secretary

Instrument # 19006307 Number of Pages: 2
Filed and Recorded: 3/1/2019 8:39 AM
Elaine H. Cárdenas, Hays County Clerk, Texas
Deputy Clerk: RMONTEMAYOR

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approval to Pre-Qualify thirteen (13) respondents for RFQ 2019-P04 related to Bond Underwriting Services and authorize the County Auditor and County Financial Advisor to select qualified firms for future bond sales.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

On April 2, 2019 the Court authorized the Purchasing Division to solicit for proposals related to Bond Underwriting Services. The committee is recommending pre-qualifying the top thirteen firms as a pool of bond underwriting firms to utilize for future bond sales.

Attachment: RFQ 2019-P04 Average Score Sheet

RFQ 2019-P04 Bond Underwriting Services

Tabulation for General Obligation Bond Underwriting Services

Respondent	Reviewer 1	Reviewer 2	Reviewer 3	Average Score	Include in General Obligation Pool
Citigroup Global Markets, Inc.	99	98	98	98	Yes
J.P. Morgan Securities, LLC	99	98	96	98	Yes
Raymond James & Associates, Inc.	99	94	94	96	Yes
UBS Financial Services, Inc.	86	96	92	91	Yes
Morgan Stanley	90	94	82	89	Yes
RBC Capital Markets LLC	84	82	90	85	Yes
Hilltop Securities, Inc.	78	88	88	85	Yes
UMB Bank, N.A.	77	92	84	84	Yes
Robert W. Baird & Co.	84	84	80	83	Yes
SAMCO Capital Markets, Inc.	78	84	84	82	Yes
Estrada Hinojosa & Company, Inc.	77	82	84	81	Yes
Siebert Cisneros Shank & Co., LLC	77	82	80	80	Yes
Piper Jaffray & Co.	76	74	82	77	Yes
Bank of America Merrill Lynch	76	74	72	74	No
Hutchinson, Shockey, Erley & Co.	73	72	72	72	No
Stifel, Nicolaus & Company, Inc.	69	76	70	72	No
Frost Bank	67	76	72	72	No
Stephens, Inc.	63	74	72	70	No
Ramirez & Co., Inc.	73	70	62	68	No
George K. Baum & Company	67	64	66	66	No
Rice Securities, LLC dba Rice Financial Products Company	59	64	64	62	No
Drexel Hamilton, LLC	58	64	60	61	No
The Baker Group, LP	51	64	56	57	No

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approval to Pre-Qualify all respondents for RFQ 2019-P04 related to Public Improvement District (PID) Bond Underwriting Services and authorize the County Auditor and County Financial Advisor to select qualified firms for future bond sales.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 14, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

On April 2, 2019 the Court authorized the Purchasing Division to solicit for proposals related to Bond Underwriting Services. The committee is recommending pre-qualifying all firms as a pool of bond underwriting firms to utilize for future PID bond sales.

Attachment: Pre-Qualified List of PID Bond Underwriters

RFQ 2019-P04 Bond Underwriting Services

Prequalified Firms for PID Bond Underwriting Services

Bank of America Merrill Lynch
Citigroup Global Markets, Inc.
Estrada Hinojosa & Company, Inc.
FMSbonds, Inc.
Frost Bank
George K. Baum & Company
Hutchinson, Shockey, Erley & Co.
Morgan Stanley
Piper Jaffray & Co.
Raymond James & Associates, Inc.
RBC Capital Markets
Rice Securities, LLC dba Rice Financial Products Company
Stifel, Nicolaus & Company, Inc.
The Baker Group
UBS Financial Services, Inc.
UMB Bank, N.A.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the Agreement for Preliminary Engineering Services and Submittal of Exhibit "A" for Approval with the Union Pacific Railroad Company for the Proposed Union Pacific Railroad Company Kyle Siding Relocation Project; and authorize the County Judge to execute the Agreement on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 14, 2019	$675,000.00

LINE ITEM NUMBER

Fund 34

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

On May 7, 2018, the Capital Area Metropolitan Planning Organization (CAMPO) awarded the City of Kyle $15,209,034.00 in funding for preliminary engineering, right-of-way acquisition and construction of the Center Street Rail Siding between Burleson Street and Kohlers Crossing. The City of Kyle and Hays County have since agreed that Hays County will assume development of the project. The Union Pacific Railroad Company (UPRR) has completed 30% engineering, funded by the City of Kyle. Subsequent to the completion of the 30% engineering by the UPRR, it was determined to be in the best interests of the City and UPRR to move the siding relocation project approximately 2,000 feet north of Burleson Street so that the siding relocation project would not be in conflict with the City's proposed improvements at Burleson Street currently underway. The Agreement for Preliminary Engineering Services and Submittal of Exhibit "A" for Approval with the Union Pacific Railroad Company for the proposed UPRR siding project relocation will provide for the update of the 30% engineering. Hays County has identified $1,500,000.00 in funding for the siding relocation project as part of the voter-approved 2016 Road Bond Program.

Date 5/2/2019

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES AND SUBMITTAL OF EXHIBIT "A" FOR RAILROAD APPROVAL

Kyle Siding relocation from MP 200 – 201.5 to ~MP 197-200
Crossing: DOT 447650T & 447651A Public: Center and South Street
State: TX City: Kyle
Between MP 197-200 Austin Subdivision
Hays County

Douglas G. Woods
Manager, Industry & Public Projects
Union Pacific Railroad Company
24125 Aldine Westfield Road
Spring, TX 77373

Dear Mr. Woods:

Plans have been prepared by Union Pacific Railroad (UP) to relocate their Kyle Siding from its current location between MP 200.00 and 201.50 to a new location between MP 197.00 and 200.00 at the location referenced above. The proposed work includes acquisition of property, grading, grubbing, construction and installation of track and signal equipment. The railroad will also sever the existing siding between South St. (MP 201.08) and Center St. (MP 200.88) in downtown Kyle to improve traffic conditions for the city's roadway users. In connection with the project, Hays County (the Agency) considers it necessary for the successful advancement of the project for the Railroad to collaborate in the development of the project by performing the following:

- Final engineering and other related services
- Development of cost estimates
- Review of the project's preliminary layouts
- Submittal of current train and switching moves

The Agency authorizes and agrees to reimburse the Railroad for its expenses and actual costs that are incurred for collaborating in the development of the project's engineering design and other related activities. The Railroad has estimated that these engineering and other preliminary costs will be $675,000. Payment will be made within thirty (30) days from the Agency's receipt and approval of the Railroad's request for reimbursement. Railroad will refer to Agency's Project Number (xxxxx) and forward Invoices to Hays County, Precinct 2, P.O. Box 1180, Kyle, TX 78640.

Additionally, attached for your reference is one (1) set of half-scale prints of the conceptual plans dated December 29, 2017, and marked **Exhibit A**, which are the 30% complete plans, prepared by UPRR, which show the basic features of the proposed project at the location referenced above.

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by the Railroad during

the construction of the project and submit them at your earliest convenience so that they may be attached to the railroad generated Construction & Maintenance (C&M) agreement.

Our records indicate twenty-two (22) regular train and zero (0) switching movements with a Maximum Speed of 60 MPH occur at this location. Please confirm these movement numbers as the information will be used by the Agency's Contractor to obtain Railroad Protective Liability Insurance.

This agreement is intended to address Final Engineering. It is understood by both parties that railroad may withhold its approval for any reason directly or indirectly related to safety or its operations, property issues or effect to its facilities. Union Pacific will continue to work with the Agency to develop Final Plans, Specifications and prepare Material and Cost Estimates for Railroad Construction Work associated with the project. It is also understood that if the project will be constructed at no cost to the railroad.

The Agency and the Railroad will enter into separate License, Right of Entry, Construction and Maintenance Agreements associated with the actual construction of the project if the project is accepted and approved by the railroad. The Agreements will be drafted by Union Pacific and forwarded to the Agency after the **Exhibit A** and cost estimates have been approved.

Please contact Andrew D. Hudanish at telephone number (832) 702-0449 or via email at ahudani@upcontractor.up.com if you have any questions. Your assistance in this matter is appreciated.

Sincerely,

Mark Jones
Precinct 2 Commissioner
Hays County

UNION PACIFIC RAILROAD COMPANY

By _____ Date _____

Name and Title: Douglas G. Woods, Manager of Industry and Public Projects, UPRR

Attachment(s)
cc: Andrew Hudanish, Alfred Benesch & Co, ahudani@upcontractor.up.com

A Resolution of the Hays County Commissioners' Court Approving the Agreement for Preliminary Engineering Services and Submittal of Exhibit "A" for Approval with the Union Pacific Railroad Company for the Proposed Union Pacific Railroad Company Kyle Siding Relocation Project; and Authorizing the County Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, on May 7, 2018, the Capital Area Metropolitan Planning Organization (CAMPO) awarded the City of Kyle $15,209,034.00 in funding for preliminary engineering, right-of-way acquisition and construction of the Center Street Rail Siding between Burleson Street and Kohlers Crossing; and

WHEREAS, it is the desire of the City of Kyle and Hays County to have Hays County assume development of the project and both entities have been in coordination with CAMPO to transfer development responsibility of the project to Hays County; and

WHEREAS, the Union Pacific Railroad Company (UPRR) and the City of Kyle entered into a funding agreement wherein the City of Kyle would fund development of 30% engineering for the project to be conducted by the UPRR and which 30% engineering has been completed by UPRR; and

WHEREAS, subsequent to the completion of the 30% engineering by the UPRR, it was determined to be in the best interests of the City and UPRR to move the siding relocation project approximately 2,000 feet north of Burleson Street so that the siding relocation project would not be in conflict with the City's proposed improvements at Burleson Street currently underway; and

WHEREAS, moving the proposed relocation of the siding project north of Burleson necessitates the update of the 30% engineering completed by the UPRR; and

WHEREAS, Hays County has identified $1,500,000.00 in funding for the siding relocation project as part of the voter-approved 2016 Road Bond Program; and

WHEREAS, it is the desire of Hays County to accelerate the development of the updated 30% plans by the UPRR;

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

DRAFT

(a) That the Commissioners Court of Hays County does hereby approve the Agreement for Preliminary Engineering Services and Submittal of Exhibit "A" for Approval with the Union Pacific Railroad Company (UPRR) for the proposed UPRR's Kyle Siding Relocation project and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2019.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk

UPRRSidingRelocationDesignAgreement_resolution

DRAFT

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to request that the Texas Department of Transportation (TxDOT) initiate the process to remove the FM 150 Corridor Study project from FM 2770 to I-35 from the amended Partnership Program Advance Funding Agreement between TxDOT and Hays County and to request that TxDOT provide copies of all work product conducted and completed to date as part of the FM 150 Corridor Study project from FM 2770 to I-35 environmental documentation process currently underway and managed by TxDOT.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 14, 2012	$0.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

In November 2017, the Partnership Program Advance Funding Agreement (AFA) between the Texas Department of Transportation (TxDOT) and Hays County was amended to address the transfer of the environmental documentation responsibility for the FM 150 Corridor Study project from Hays County to TxDOT. In light of the current TxDOT schedule for environmental clearance, and development projects and other major activities along the proposed corridor and occurring in the County and City of Kyle, the County has determined that it is in the best interest of the County to accelerate the development and construction of a facility that would fulfill the purpose and need of the FM 150 Corridor Study project from FM 2770 to I-35 as proposed, and thus no longer desires to be a responsible party in the development of the FM 150 Corridor Study project from FM 2770 to I-35 as it is included in amended AFA and therefore is requesting that TxDOT initiate the process to remove the project from the amended AFA and that TxDOT provide copies of all work product conducted and completed to date as part of the FM 150 Corridor Study project from FM 2770 to I-35 environmental documentation process currently underway and managed by TxDOT.

May 14, 2019

Terry G. McCoy, P.E.
Texas Department of Transportation
7901 N. I-35
P.O. Box 15426
Austin, Texas 78761-5426

Re: FM 150 Corridor Study from FM 2770 to I-35
CSJ 0805-04-028, 0016-17-013

Dear Mr. McCoy:

As you are aware, over three (3) years ago, TxDOT determined that a Draft Environmental Impact Statement (DEIS) would be required for the FM 150 Corridor Study project from FM 2770 to I-35 in Kyle. Under the TxDOT/Hays County Partnership Program, the County also assumed and funded the project development efforts of an Environmental Assessment EA). As such, the County approached your office and the TxDOT Administration to amend the Advance Funding Agreement (AFA) whereby TxDOT would fund and assume responsibility for development and approval of the DEIS/EIS. That AFA amendment was approved on November 10, 2017.

In November 2016, the County passed a Road Bond Program, allocating $9.5 million for the FM 150 Corridor Study project, including design, right-of-way acquisition and public involvement activities to support TxDOT's environmental process and the amended AFA commitments. Since that time, the County has retained both the design engineer and public involvement consultant to assist TxDOT. Also, the County's Program Management team has been actively involved in the overall process with TxDOT, TxDOT's consultant, the City of Kyle, and area landowners.

Unfortunately, since the AFA amendment was executed and TxDOT's consultant was retained, very little progress has been made. The original schedule TxDOT provided to the County for environmental approval has passed and the schedule for identifying a preferred alignment and an FEIS continue to be further delayed and pushed out years.

During these ongoing delays, several activities are occurring which could significantly impact the ability to secure a corridor for the proposed FM 150 project. Several properties have been sold and many are proceeding with some form of development. In addition, the engineering and easement acquisition is underway for a regional water distribution system including a proposed water tower in the corridor. More importantly, the proposed Kinder Morgan gas pipeline is cutting through the corridor affecting many of the proposed alignments.

At this point, the County cannot wait any longer for the TxDOT process to determine an alignment. As such, the Commissioners Court (Court-executed resolution attached) is requesting that TxDOT amend the November 2017 amended AFA to remove the FM 150 Corridor Study project. The County will proceed immediately to develop the project as a local County arterial, determining an alignment, completing necessary environmental reviews and agency approvals, and securing right-of-way.

We appreciate the efforts of the Austin District and the consultant activities developed by ENV. As such, we request that TxDOT provide copies of all work products conducted and/or completed to the County for use by the County's consultant team.

If you have any questions, please contact my office.

Sincerely,

_____
Walt Smith, Commissioner Precinct 4

Attachment

cc: (w/attachment)
Judge Ruben Becerra
Lon Shell, Commissioner Precinct 3
Scott Sellers, Kyle City Manager
Michael J. Weaver, Prime Strategies, Inc.
Carlos A. Lopez, P.E., HNTB Corporation

FM150McCoyAFArequest_rev1

A Resolution of the Hays County Commissioners' Court Requesting the Texas Department of Transportation Initiate the Process to Amend the Local Transportation Project Advance Funding Agreement for Strategic Priority Projects On-System between Hays County and Texas Department of Transportation to Remove the FM 150 Corridor Study Project

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, on December 18, 2013, Hays County and the Texas Department of Transportation entered into an Advance Funding Agreement (AFA) which outlined the roles and responsibilities of both parties regarding the project development and construction of various roadway improvements included in the Hays County-TxDOT Partnership Program; and

WHEREAS, on August 12, 2014 the AFA was amended to address changes to the RM 12 project; and

WHEREAS, on December 16, 2015 the AFA was amended to address TxDOT assuming development responsibility for the I-35 northbound ramp project and expanding the scope of the project; and

WHEREAS, on November 10, 2017 the AFA was amended to address the transfer of the environmental documentation responsibility from Hays County to the Texas Department of Transportation for the FM 150 Corridor Study project from FM 2770 to I-35 and to reflect increased construction costs for the I-35 at Posey Road project; and

WHEREAS, Hays County has determined that it is in the best interest of the County to accelerate the development and construction of a facility that would fulfill the purpose and need of the FM 150 Corridor Study project from FM 2770 to I-35 as proposed, and thus no longer desires to be a responsible party in the development of the FM 150 Corridor Study project from FM 2770 to I-35 as it is included in the Local Transportation Project Advance Funding Agreement for Strategic Priority Projects On-System as amended;

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

(a) That the Commissioners Court of Hays County does hereby request that the Texas Department of Transportation initiate the process to remove the FM 150 Corridor Study project from FM 2770 to I-35 from the Local Transportation Project Advance Funding Agreement for Strategic Priority Projects On-System as amended; and

(b) That the Commissioners Court does hereby request that the Texas Department of

DRAFT

Transportation provide copies of all work product conducted and completed to date as part of the FM 150 Corridor Study project from FM 2770 to I-35 environmental documentation process currently underway and managed by the Texas Department of Transportation.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2019.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk

DRAFT

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of $498,335.55 for Reunion Ranch Phase 3, Section 3 (Bond # SU1156156).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

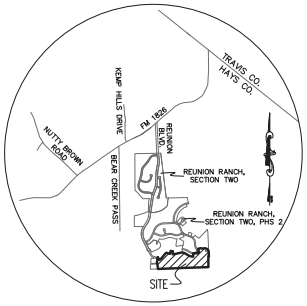
PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the Reunion Ranch Phase 3, Section 3 has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

REUNION RANCH, PHASE THREE, SECTION THREE, FINAL PLAT



VICINITY MAP
N.T.S.

SCALE 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- ○ 1/2" CAPPED IRON ROD SET UNLESS OTHERWISE NOTED
- ● 1/2 CAPPED IRON ROD FOUND UNLESS OTHERWISE NOTED
- 1 LOT NUMBER
- Ⓔ BLOCK DESIGNATION
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- — — — 100 YEAR FULLY DEVELOPED FLOOD PLAIN

A SUBDIVISION OF 57.625 ACRES BEING REUNION RANCH PHASE THREE, SECTION THREE, FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT No. 18, HAYS COUNTY, TEXAS

SHEET NO. 1 OF 4 (RH)

DATE: JANUARY 7, 2019

OWNER:
TAYLOR MORRISON
11200 LAKELINE BLVD., STE. 150A
AUSTIN, TEXAS 78717
(512) 532-2127 phone
(512) 328-1863 fax

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 57.625 ACRES

SURVEY: S.J. WHATLEY SURVEY NO. 22, ABSTRACT NO. 18

F.E.M.A. MAP NO. 48209C 0140F & 48209C 0145F
HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 02, 2005

RIGHT-OF-WAY LINEAR FOOTAGE AND AREA OF STREET

STREET NAME	RIGHT-OF-WAY	LINEAR FOOTAGE	AREA	CLASS
JACKSDAW DRIVE	60'	2,377'	3.274 ACRES	LOCAL
REUNION BOULEVARD	60'	349'	0.662 ACRES	LOCAL

TOTAL NUMBER OF BLOCKS	2
TOTAL NUMBER OF LOTS:	58
SINGLE FAMILY LOTS	56
ACCESS, D.E. & COMMON AREA LOTS	1
COMMON AREA LOTS	1

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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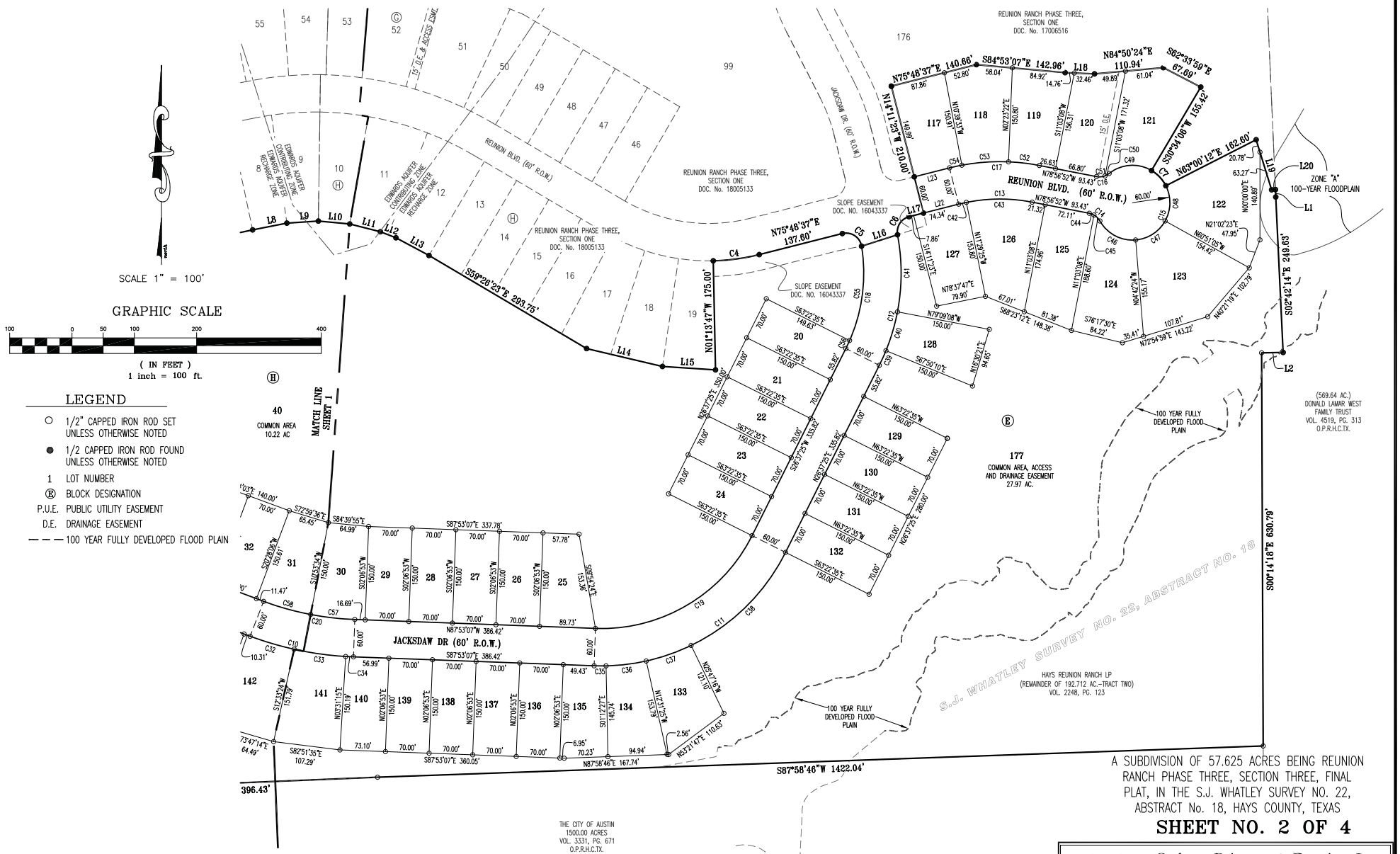
REUNION RANCH, PHASE THREE, SECTION THREE, FINAL PLAT



A SUBDIVISION OF 57.625 ACRES BEING REUNION RANCH PHASE THREE, SECTION THREE, FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT No. 18, HAYS COUNTY, TEXAS

SHEET NO. 2 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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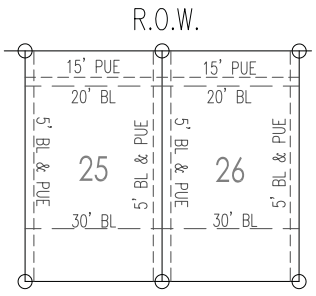
REUNION RANCH, PHASE THREE, SECTION THREE, FINAL PLAT

LOT SIZE	NO.
< 1 ACRE	56
1–2 ACRE	0
2–5 ACRE	0
5–10 ACRE	0
> 10 ACRE	2
MINIMUM LOT SIZE: 0.241 AC (10,500 sq. ft.)	
AVERAGE LOT SIZE: 0.663 AC (28,859 sq. ft.)	

TYPICAL LOT EASEMENT DETAIL
NOT TO SCALE



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	14.66	330.00	N64°19'33"E	14.65	7.33	2°32'40"
C2	36.79	25.00	S36°08'29"E	33.56	22.63	84°18'46"
C3	35.85	25.00	N47°05'59"E	32.86	21.80	82°10'09"
C4	74.64	330.00	N82°17'25"E	74.48	37.48	12°57'36"
C5	41.44	25.00	S56°42'14"E	36.86	27.27	94°58'18"
C6	37.77	25.00	N32°31'29"E	34.28	23.55	86°34'16"
C7	33.97	60.00	S43°12'51"E	33.51	17.45	32°26'07"
C8	240.66	430.00	S10°01'06"E	237.53	123.57	32°04'01"
C9	326.31	430.00	S47°47'30"E	318.54	171.46	43°28'47"
C10	169.78	530.00	S78°42'30"E	169.05	85.62	18°21'13"
C11	377.20	330.00	N59°22'09"E	357.00	212.23	65°29'28"
C12	215.32	330.00	N07°55'53"E	211.52	111.65	37°23'04"
C13	118.95	270.00	S88°25'53"W	117.99	60.46	25°14'31"
C14	21.68	25.00	N54°06'28"W	21.00	11.57	49°40'47"
C15	292.54	60.00	N11°03'08"E	77.65	50.92	279°21'34"
C16	21.68	25.00	N76°12'45"E	21.00	11.57	49°40'47"
C17	145.38	330.00	S88°25'53"W	144.21	73.89	25°14'31"
C18	168.90	270.00	N08°42'10"E	166.16	87.32	35°50'30"
C19	308.62	270.00	N59°22'09"E	292.09	173.64	65°29'28"
C20	150.56	470.00	S78°42'30"E	149.91	75.93	18°21'13"
C21	280.78	370.00	S47°47'30"E	274.09	147.54	43°28'47"
C22	207.08	370.00	S10°01'06"E	204.39	106.33	32°04'01"
C23	100.94	430.00	S00°42'36"E	100.71	50.70	13°27'00"
C24	66.22	430.00	S11°50'48"E	66.15	33.18	8°49'24"
C25	73.50	430.00	S21°09'18"E	73.41	36.84	9°47'36"
C26	42.89	430.00	S28°54'32"E	42.87	21.46	5°42'52"
C27	66.22	430.00	S36°10'41"E	66.15	33.18	8°49'24"
C28	66.22	430.00	S45°00'05"E	66.15	33.18	8°49'24"
C29	66.22	430.00	S53°49'29"E	66.15	33.18	8°49'24"
C30	66.22	430.00	S62°38'54"E	66.15	33.18	8°49'24"
C31	18.55	430.00	S68°17'45"E	18.55	9.28	2°28'18"
C32	73.78	530.00	S73°31'10"E	73.72	36.95	7°58'32"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C33	83.57	530.00	S82°01'28"E	83.49	41.87	9°02'05"
C34	12.43	530.00	S87°12'49"E	12.43	6.21	1°20'36"
C35	19.13	330.00	S89°32'47"E	19.13	9.57	3°19'20"
C36	65.18	330.00	N83°08'04"E	65.07	32.69	11°18'58"
C37	76.40	330.00	N70°50'40"E	76.23	38.37	13°15'51"
C38	216.50	330.00	N45°25'05"E	212.63	112.30	37°35'19"
C39	25.69	330.00	N24°23'37"E	25.68	12.85	4°27'35"
C40	65.18	330.00	N16°30'21"E	65.07	32.69	11°18'58"
C41	124.46	330.00	N00°02'36"E	123.72	62.98	21°36'31"
C42	12.72	270.00	S77°09'36"W	12.72	6.36	2°41'58"
C43	106.23	270.00	S89°46'52"W	105.55	53.81	22°32'34"
C44	8.03	25.00	N69°44'45"W	8.00	4.05	18°24'13"
C45	13.65	25.00	N44°54'22"W	13.48	7.00	31°16'35"
C46	68.53	60.00	S61°59'14"E	64.86	38.55	65°26'19"
C47	58.79	60.00	N57°13'16"E	56.47	32.00	56°08'42"
C48	58.80	60.00	N01°04'34"E	56.47	32.00	56°08'43"
C49	72.46	60.00	S85°58'13"W	68.14	41.39	69°11'45"
C50	7.77	25.00	N60°16'22"E	7.74	3.92	17°48'02"
C51	13.91	25.00	N85°06'46"E	13.73	7.14	31°52'45"
C52	49.89	330.00	N83°16'45"W	49.85	24.99	8°39'46"
C53	75.15	330.00	S85°51'55"W	74.99	37.74	13°02'55"
C54	20.33	330.00	S77°34'32"W	20.33	10.17	3°31'50"
C55	154.71	270.00	N07°11'49"E	152.60	79.54	32°49'49"
C56	14.19	270.00	N25°07'04"E	14.19	7.10	3°00'41"
C57	71.36	470.00	S83°32'08"E	71.29	35.75	8°41'58"
C58	79.19	470.00	S74°21'31"E	79.10	39.69	9°39'15"
C59	30.17	370.00	S67°11'45"E	30.16	15.09	4°40'19"
C60	101.89	370.00	S56°58'15"E	101.57	51.27	15°46'41"
C61	101.89	370.00	S41°11'34"E	101.57	51.27	15°46'41"
C62	46.83	370.00	S29°40'40"E	46.80	23.45	7°15'07"
C63	46.08	370.00	S22°29'03"E	46.05	23.07	7°08'08"
C64	161.00	370.00	S06°27'02"E	159.73	81.79	24°55'53"

Line Table		
Line #	Length	Direction
L1	11.87	S02°30'04"E
L2	34.58	S88°41'18"W
L3	52.87	N20°13'02"W
L4	50.40	N41°41'55"E
L5	45.38	N49°31'15"E
L6	10.37	S77°44'14"E
L7	60.00	S83°59'06"E
L8	55.96	N78°47'24"E
L9	50.65	N86°21'46"E
L10	50.65	S84°41'56"E
L11	50.65	S75°45'39"E
L12	26.87	S68°55'22"E

Line Table		
Line #	Length	Direction
L13	60.05	S61°49'40"E
L14	125.08	S76°41'12"E
L15	85.35	S86°22'56"E
L16	60.54	N72°20'33"E
L17	23.94	N75°48'37"E
L18	47.21	S87°33'00"E
L19	84.05	S17°10'40"E
L20	6.19	N87°25'53"E
L21	79.94	N06°00'54"E
L22	58.25	S75°48'37"W
L23	58.25	S75°48'37"W
L24	79.94	N06°00'54"E

AREA TABLE					
AREA WITHIN SUBDIVISION: 57.625 ACRES (2,510,130 sq. ft.)					
AREA OF OPEN SPACE LOTS: 38.190 ACRES (1,663,559 sq. ft.)					
AREA WITHIN STREETS: 3.936 ACRES					
BLOCK 'E'			BLOCK 'H'		
LOT NO.	ACREAGE	SQ. FT.	LOT NO.	ACREAGE	SQ. FT.
117	0.287 ACRES	12,489 SQ. FT.	20	0.241 ACRES	10,499 SQ. FT.
118	0.326 ACRES	14,208 SQ. FT.	21	0.241 ACRES	10,500 SQ. FT.
119	0.307 ACRES	13,364 SQ. FT.	22	0.241 ACRES	10,500 SQ. FT.
120	0.301 ACRES	13,133 SQ. FT.	23	0.241 ACRES	10,500 SQ. FT.
121	0.362 ACRES	15,751 SQ. FT.	24	0.241 ACRES	10,500 SQ. FT.
122	0.459 ACRES	20,007 SQ. FT.	25	0.254 ACRES	11,064 SQ. FT.
123	0.468 ACRES	20,376 SQ. FT.	26	0.241 ACRES	10,500 SQ. FT.
124	0.368 ACRES	16,011 SQ. FT.	27	0.241 ACRES	10,500 SQ. FT.
125	0.335 ACRES	14,591 SQ. FT.	28	0.241 ACRES	10,500 SQ. FT.
126	0.363 ACRES	15,824 SQ. FT.	29	0.241 ACRES	10,500 SQ. FT.
127	0.291 ACRES	12,686 SQ. FT.	30	0.265 ACRES	11,544 SQ. FT.
128	0.272 ACRES	11,851 SQ. FT.	31	0.271 ACRES	11807 SQ. FT.
129	0.241 ACRES	10,500 SQ. FT.	32	0.242 ACRES	10,535 SQ. FT.
130	0.241 ACRES	10,500 SQ. FT.	33	0.241 ACRES	10,517 SQ. FT.
131	0.241 ACRES	10,500 SQ. FT.	34	0.253 ACRES	11,015 SQ. FT.
132	0.241 ACRES	10,500 SQ. FT.	35	0.282 ACRES	12,270 SQ. FT.
133	0.287 ACRES	12,514 SQ. FT.	36	0.282 ACRES	12,270 SQ. FT.
134	0.289 ACRES	12,568 SQ. FT.	37	0.260 ACRES	11,309 SQ. FT.
135	0.251 ACRES	10,944 SQ. FT.	38	0.241 ACRES	10,500 SQ. FT.
136	0.241 ACRES	10,500 SQ. FT.	39	0.285 ACRES	12,420 SQ. FT.
137	0.241 ACRES	10,500 SQ. FT.	40	10.219 ACRES	445,131 SQ. FT.
138	0.241 ACRES	10,500 SQ. FT.			
139	0.241 ACRES	10,500 SQ. FT.			
140	0.245 ACRES	10,690 SQ. FT.			
141	0.327 ACRES	14,266 SQ. FT.			
142	0.326 ACRES	14,220 SQ. FT.			
143	0.241 ACRES	10,500 SQ. FT.			
144	0.241 ACRES	10,500 SQ. FT.			
145	0.249 ACRES	10,830 SQ. FT.			
146	0.278 ACRES	12,097 SQ. FT.			
147	0.310 ACRES	13,499 SQ. FT.			
148	0.295 ACRES	12,847 SQ. FT.			
149	0.282 ACRES	12,300 SQ. FT.			
150	0.260 ACRES	11,310 SQ. FT.			
151	0.241 ACRES	10,500 SQ. FT.			
152	0.286 ACRES	12,460 SQ. FT.			
177	27.971 ACRES	1,218,428 SQ. FT.			

A SUBDIVISION OF 57.625 ACRES BEING REUNION RANCH PHASE THREE, SECTION THREE, FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT No. 18, HAYS COUNTY, TEXAS

SHEET NO. 3 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH–J: \AC3D\4977\SURVEY\PLAT – REUNION RANCH 3–3.dwg

REUNION RANCH, PHASE THREE, SECTION THREE, FINAL PLAT

GENERAL NOTES:

1. THIS SUBDIVISION IS WITHIN THE E.T.J. OF DRIPPING SPRINGS.

2. THIS TRACT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE, AND THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.

3. THIS SUBDIVISION IS SUBJECT TO ALL EXISTING EASEMENTS AND MATTERS OF RECORD AFFECTING THESE LOTS THAT ARE NOT REFLECTED ON THIS PLAT.

4. THIS SUBDIVISION IS WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BOUNDARIES.

5. RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT.

6. PROPOSED STREETS SHALL BE PUBLIC AND MAINTAINED BY HAYS COUNTY, PENDING ACCEPTANCE BY THE COMMISSIONERS COURT.

7. 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 PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING DISTANCE REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

8. COMMON AREA LOTS ARE INTENDED FOR USES INCLUDING DRAINAGE, WATER QUALITY PONDS, COMMUNITY AMENITIES, WASTEWATER DISCHARGE FIELDS, UTILITIES, AND OTHER COMMON USES. RESIDENTIAL USES ARE NOT PERMITTED ON COMMON AREA LOTS.

9. ALL COMMON AREAS WILL BE MAINTAINED BY REUNION RANCH HOMEOWNERS ASSOCIATION.

10. PROPOSED STREETS SHALL BE PUBLIC AND MAINTAINED BY HAYS COUNTY.

11. LOCATIONS AND DIMENSIONS OF PROPOSED STREETS ARE IN ACCORDANCE WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

12. PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED AS FOLLOWS:
PARALLEL TO ALL STREET R.O.W. – 15' P.U.E.
ALONG EACH SIDE OF ALL SIDE LOT LINES – 5' P.U.E.

13. BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT – 20 FOOT SETBACK
SIDE – 5 FOOT SETBACK
REAR – 30 FOOT SETBACK

14. BEARING BASIS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DETERMINED BY G.P.S. OBSERVATIONS RELATIVE TO LCRA G.P.S. CONTROL MONUMENTS.

15. THIS SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS.

16. UTILITIES WILL BE PROVIDED BY THE FOLLOWING ENTITIES:
ELECTRIC -- PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE -- AT&T
WATER -- REUNION RANCH WCID
WASTEWATER -- REUNION RANCH WCID

17. ACCORDING TO THE CURRENT FEMA FLOOD INSURANCE RATE MAP NUMBER 48209C 0140F & 48209C 0145F, DATED SEPTEMBER 2, 2005, HAYS COUNTY, TEXAS, A PORTION OF THIS TRACT LIES WITHIN ZONE A OF THE DESIGNATED 100-YEAR FLOODPLAIN HAZARD AREA.

18. THIS DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES AND THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND REUNION RANCH.

19. THIS SUBDIVISION IS LOCATED WITHIN THE HAYS COUNTY E.S.D. #1 & #6.

20. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTERS 5.

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

_____ _____
CAITLYN STRICKLAND, INTERIM DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS }
COUNTY OF HAYS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 48209C 0140F & 48209C 0145F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND /OR OPEN SPACE AND DRAINAGE EASEMENT LOTS.

_____
BRETT R. PASQUARELLA, P.E. No. 84769 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
(512) 280-5160

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

STATE OF TEXAS }
COUNTY OF HAYS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

SURVEYED BY: _____
AARON V. THOMASON, R.P.L.S #6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS }
COUNTY OF HAYS }

TAYLOR MORRISON OF TEXAS, INC., BEING THE OWNERS OF 56.362 ACRES OF LAND AS CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 18011544, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A 42.506 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 17035550, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A 29.694 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 16035431, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT NUMBER 18, SITUATED IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 57.625 ACRES OF LAND, TO BE KNOWN AS:

REUNION RANCH, PHASE THREE, SECTION THREE

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, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

_____
MICHAEL SLACK, VICE PRESIDENT
TAYLOR MORRISON OF TEXAS, INC.
11200 LAKELINE BLVD. STE. 150A
AUSTIN, TEXAS 78717

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY MICHAEL SLACK, ON BEHALF OF SAID COMPANY.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }
COUNTY OF HAYS }
CITY OF DRIPPING SPRINGS }

THIS PLAT, REUNION RANCH, PHASE 3, SECTION 3, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT, AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED.

APPROVED THIS THE _____ DAY OF _____, 20____ A.D.

_____
MICHELLE FISCHER, CITY ADMINISTRATOR

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO 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 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 REQUIREMENTS HAVE BEEN MET.

_____ _____
CAITLYN STRICKLAND, INTERIM DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

_____ _____
TOM POPE, R.S., C.F.M. DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS }
COUNTY OF HAYS }

I, ELAINE HANSON 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 UNDER DOCUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF_____, 20____, A.D.

_____
ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

A SUBDIVISION OF 57.625 ACRES BEING REUNION RANCH PHASE THREE, SECTION THREE, FINAL PLAT, IN THE S.J. WHATLEY SURVEY NO. 22, ABSTRACT No. 18, HAYS COUNTY, TEXAS

SHEET NO. 4 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\4977\SURVEY\PLAT – REUNION RANCH 3-3.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Transportation Department to purchase equipment related to road maintenance and repairs and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 14, 2019	$131,811

LINE ITEM NUMBER

020-710-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	BECERRA	N/A

SUMMARY

The Transportation Department is in need of additional equipment in order to effectively maintain and complete road repairs throughout the county.

1. Asphalt Roller: The Dynapac CC220 double drum roller is needed to support the hot mix paver making repairs countywide. The larger roller will assure that asphalt is compacted and increase production while eliminating the need for a rental roller.

2. A/C Refrigerant Machine: The Polartek YF A/C machine is needed to service the latest types of vehicles and equipment that have YF refrigerant. This will reduce cost by eliminating the need to send these vehicles to an outside facility for maintenance/repairs.

3. Forks: The countywide crew currently does not have the ability to move materials (guardrail, pallets, rebar) safely around the jobsites. The addition of forks would increase the productivity by decreasing the time needed to unload materials at the jobsites.

Attachments: 1. Asphalt Roller: Cooper Equipment Quote - $122,486
BuyBoard Contract #515-16
2. A/C Refrigerant Machine: Snap On Industrial Quote -$8,540
GSA Contract #GS-06F-0006L
3. Forks: Equipment Depot Quote - $785
Three quotes were obtained with the lowest vendor selected

Salary savings are available within the Transportation Department operating budget to fund this request

Budget Amendment:

.5714_700 - Increase Heavy Equipment_Capital	$122,486
.5714_400 - Increase Heavy Equipment_Ops	$ 785
.5719_700 - Increase Misc Equipment_Capital	$ 8,540
.5021 - Decrease Staff Salaries	($131,811)

COOPER EQUIPMENT CO.

17474 Judson Road San Antonio, TX 78247
Phone (210) 657-5151 Fax (210) 657-5871

Hays County Transportation Department
Norm Selbig, Equipment Supt.
P.O. Box 906, San Marcos, TX 78666
2171 Yarrington Rd., San Marcos, TX 78667
norman.selbig@co.hays.tx.us
aaron.jones@co.hays.tx.us

May 9, 2019
PH: 512 393 7389
FX: 512 393 7392
Norm CL: 512 738 0751
Aaron Cl: 512 618 8033

BUYBOARD PURCHASE QUOTATION
Quotation for Hays County: Transportation - Road & Bridge Dept.
Attn: Aaron Jones, Maintenace Superintendent
RE: TASB / BuyBoard Contract # 515-16, December 1, 2016

Dynapac Roller Purchase Quotation

One, **New, 2018 Dynapac Model CC 2200** Double Drum Asphalt Roller / ROPS - Canopy , 59" Drum Width, 8.5 Ton Class / Weight as equipped: 16,800 lbs, Deutz Diesel Engine, Model TCD 3.6 HT T4f, Water Cooled, producing 74 HP @ 2,200 RPM, Fuel Tank - 34 Gals, Water Tank - 198 Gals, Vibratory Frequency - 4,020 VPM at Low Amplitude & 2,880 at High Amplitude.

[Product Two-Page Specification Sheets Included]

Base List Price, 2018 Dynapac Model CC220, per above specs	**$ 143,429.00**
Plus: Dual Asphalt Temperature Sensors	**$ 2,209.00**
Total List Price	**$ 145,638.00**
Less: 20 % Contract Discount	**- 29,127.60**
Sale Amount	**$ 116,510.40**
Factory Freight, Dealer PDI & Training	**$ 5,975.00**
Contract Sale Amount; fob: Dealer Location - S. A. / Georgetown,TX	**$ 122,485.40**

[Prices Do Not Include Applicable Taxes]

New, Dealer Stock Machine, Now Available - "Subject to Prior Sale"
Machine S/N: 10000423TJA022352 Dealer Stock No: DYN 174

Submitted by : Rick Chapman _____ **District Manager**
Cooper Equipment Co.

Dynapac CC2200

Double drum vibratory rollers

Technical data

Masses	
Max. operating mass	19,800 lbs
Operating mass (incl. ROPS)	16,800 lbs
Operating mass (incl. Cab)	17,196 lbs
Module mass (front/rear)	8,400 lbs/8,400 lbs

Propulsion	
Speed range	0-7.5 mph
Vertical oscillation	±7°
Theor. gradeability	42 %

Compaction	
Centrifugal force (high/low amplitude)	17,540 lb/15,060 lb
Nominal amplitude (high/low)	0.03 in/0.01 in
Static linear load (front/rear)	142 /142 lbs/in
Vibration frequency (high/low amplitude)	2,880 vpm/4,020 vpm
Water tank	198 gal

Engine	
Manufacturer/Model	Deutz TCD 3.6 HT T4f
Type	Water cooled turbo diesel
Rated power, SAE J1995	74 hp @ 2,200 rpm
Fuel tank capacity	34 gal

Hydraulic system	
Driving	Axial piston pump with variable displacement. Axial piston motors (2) with variable displacement.
Vibration	Axial piston pumps (2) with variable displacement. Axial piston motors (2) with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrostatic in forward and reverse lever.
Parking/Emergency brake	Failsafe multidisc brake in both drums.

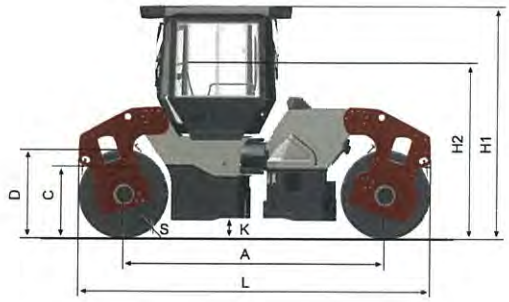
Find us locally at www.dynapac.us

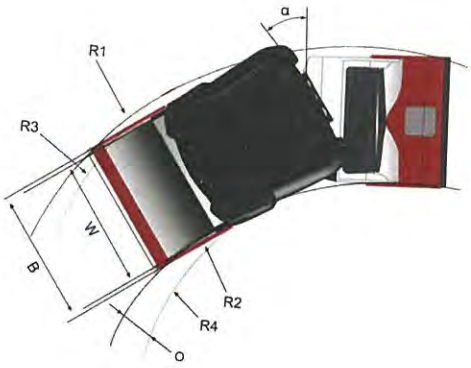
We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, all informations are supplied without liability.

Dynapac CC2200

Double drum vibratory rollers

Technical data





Dimensions	
A. Wheelbase	131 in
C. Curb clerance	28 in
D. Drum diameter	45 in
H1. Height, with ROPS/cab	118 in
K. Ground clearance	11 in
L. Length	177 in
O. Off-set	13.19 in
R1. Turning radius, outside	259 in
R2. Turning radius, inside	200 in
R3. Turning radius with off-set, outside	192 in
R4. Turning radius with off-set, inside	133 in
S. Drum shell thickness	0.8 in
W. Drum width	59 in
α. Steering angle	±32°

Standard equipment

- Automatic vibration control (AVC)
- Automatic water control (AWC)
- Back-up alarm
- Display: Engine temp, Fuel level, Frequency/impactometer, Hydr. temp Speedometer, Tachometer, Voltage, VPM, Water level
- Filters for sprinkler system
- Hydraulic check points
- Lunch box holder
- Operator platform, shock mounted
- Pressurized sprinkler system
- ROPS canopy w/suspension seat & 3" seat belt
- Rotating beacon
- Sliding and swiveling operator's platform
- Spring loaded scrapers
- Sprinkler timer
- Sprinkler system additional (Two bars per drum)
- Steering wheel tilt able
- Vandal cover for instrument panel
- Vibration quick stop
- Vibration shut off front or rear drum
- Warning lights: Air cleaner, Brake, Clogged hyd. fluid filter, Engine oil pressure/temp, Hyd oil temp, Low charge, Low fuel
- Working lights, Rops mounted

Optional equipment

- Asphalt Temp Meter
- Compaction Analyzer
- Drum Edge Lights
- Whisper Cab Package

Find us locally at www.dynapac.us

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines. The above information is a general description only, all informations are supplied without liability.

dynapac_cc2200_us-20180420.081616.pdf 2018-04-20 08:16

Snap-on Industrial

GOVERNMENT Quote

Submit To: Snap-on Industrial,
A Division of IDSC Holdings LLC
PO BOX 9004
Crystal Lake, IL 60014-9004

877-740-1900

Number	CRM-001-324392467
Type	Quote
Customer #	201279428
Cust PO #	A/C Quote
Ship Via	UPS FREIGHT
Terms	P30 - NET 30 DAYS
Sales Rep	Russell Blankman / 210-274-9172
Fax/Mobile	
E-mail	russell.s.blankman@snapon.com

Date: 3/19/2019
Valid Until: 5/18/2019

Delivery To : 201279428

HAYS, COUNTY OF
2171 YARRINGTON RD
SAN MARCOS, TX 78666

ATTN: Norm Selbig

Bill To 201279422

HAYS, COUNTY OF
PO BOX 906
SAN MARCOS, TX 78667

POC:
Norman Selbig
norman.selbig@co.hays.tx.us

Item	Description	Origin	SIN	Qnty	Unit Price	Total
EEAC333A	POLARTEK YF AC MACHINE	ITALY	NON-FSS	1	8,399.30	8,399.30

Sub Total	$8,399.30
Freight	$140.00
Tax Total	$0.00
Total	$8,539.30

Tax and freight shown are estimates.
Applicable tax and freight will be charged to the Customers account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

Items on Snap-on's GSA Federal Supply Schedule (FSS) contract are designated as "105-002" in the SIN column. Items that have either the "NON-FSS" designation or no designation are not available under Snap-on's FSS contract. Such items are being sold outside of the FSS process under other procurement authority, such as Federal Acquisition Regulation (FAR) Subpart 13.2 (micro-purchase) or FAR Subpart 13.3 (simplified acquisition).

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.

EQUIPMENT DEPOT®

QUOTE

DATE 11/26/2018

carlos.gonzalez2@co.hays.tx.us

Curt Shane

QTY	MODEL	DESCRIPTION		SALE PRICE
1	BD	Blue Diamond Forks		$785.00
		QUOTE DOES NOT INCLUDE TAX. PLEASE LET ME KNOW IF YOU ARE TAX EXEMPT		
		4,000 Total lbs		
		CURRENT DISCOUNTS / INCENTIVES		
		IMPLEMENTS		

TOTAL BEFORE TAXES	**$785.00**
Plus Applicable Taxes	
8.25 % SALES TAX	
2 % DIESEL TAX	
.24 % DIT HEAVY EQUIPMENT TAX	
TOTAL WITH TAXES	**$785.00**

Quote is valid until April 30, 2019.

The undersigned hereby authorizes Equipment Depot to furnish the equipment as specified in this invoice.

By _____

Date _____

QUESTONS?
CALL Brian Ward
(512) 470-2127

NEW HOLLAND AGRICULTURE

Carlos Gonzalez

From: David Goll <David.Goll@holtcat.com>
Sent: Wednesday, April 24, 2019 1:38 PM
To: Carlos Gonzalez
Subject: Cat Fork Assembly for skid steer loaders

Felipe,

Quotation for Hays County Road & Bridge:

Caterpillar Carriage, 46" width, Forks, 48" Length, SSL Hays Discount Price: $960 each (Fork assembly for Skid Steer Loader)

If I can be of any assistance, please call, text or email anytime. I am your assigned Caterpillar Salesman.

Regards,
David Goll
Sales Representative
9601 S IH-35
Austin, TX 78744
Office: 512-282-2011
Cell: 512-940-3662
David.Goll@holtcat.com

HOLT CAT

6000 total lbs

Purchase

Quick Lift N Stack- Commercial Duty Pallet Forks- 5500 LB Load Rated - 48" Tines

Prepared on April 24, 2019 - #20190424-144802826

For Carlos Gonzalez Show details

Products & Services

900710 QUICK LIFT-N-STACK Pallet Forks 5500# 48" 1 x ~~$1,395.00~~

$300.00 discount $1,095.00

One-time discount	$300.00
One-time subtotal	$1,095.00
Freight	$100.00
Total	$1,195.00

This total doesn't include any applicable taxes.

Purchase

This quote expires on May 24, 2019.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

SUB-1235; Hold a public hearing with possible action to approve final plat of the Replat of Lot 6, Hillview Addition Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

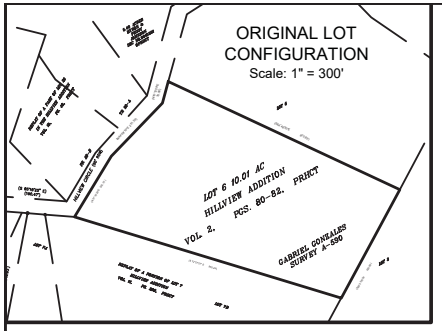
PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SMITH	N/A

SUMMARY

Hillview Addition is a recorded subdivision located off of Hillview Circle in Precinct 4.

The proposed re-plat will divide the 10.01 acre lot 6 into 2 lots. Water service will be provided by private wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.



EMERGENCY SERVICES
Hays County, Emergency Services Districts 1 & 6

E.T.J. NOTE
No portion of this subdivision lies within the boundaries of any municipalities, corporate city limits, or extra territorial jurisdiction.

EDWARDS AQUIFER NOTE
This subdivision does not lie within the Edwards Aquifer Recharge Zone or the Edwards Aquifer Contributing Zone.

PLAT INFORMATION
Total Area: 10.01 Acres
Total Number Lots: 2

Number of Lots Over 10 Acres: 0
Number of Lots 5 - 10 Acres: 2
Number of Lots 2 - 5 Acres: 0
Number of Lots 1 - 2 Acres: 0
Number of Lots Less than 1 Acre: 0

UTILITY INFORMATION
Water: Individual water wells and Rainwater Collection
Sewer: Individual on-site sewage facilities
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: Frontier

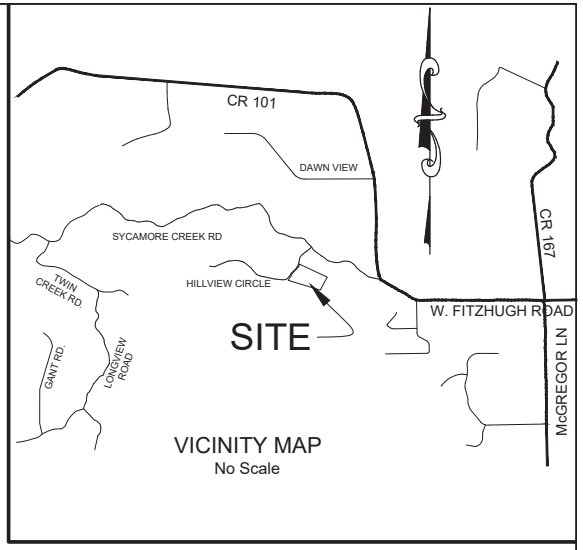
Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five years following the filing of this plat.

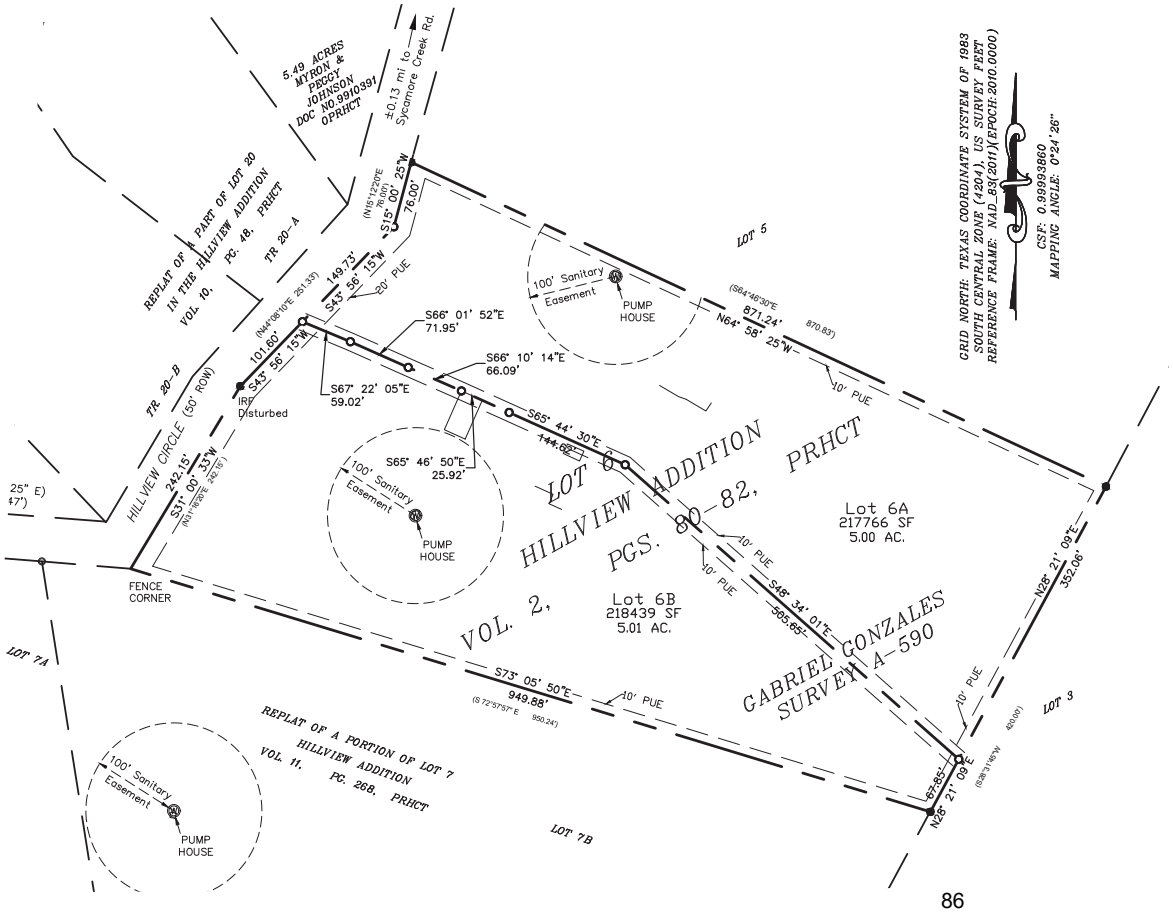
SCHOOL DISTRICT
This subdivision lies within the boundary of the Dripping Springs Independent School District.

FLOOD PLAIN NOTE
FLOODPLAIN NOTE: (FOR INSURANCE PURPOSES ONLY, NOT FOR CONSTRUCTION, PERMITTING, OR OTHER USES.)
ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY NO. 480321, MAP NUMBER 48209C0025 F, MAP REVISED SEPTEMBER 2, 2005, THE PROPERTY DEPICTED HEREON LIES WITHIN THE FOLLOWING AS DEPICTED HEREON AND DEFINED AS FOLLOWS:

ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.

If this site is not within an Identified Special Flood Hazard Area, this Flood Statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This Flood Statement shall not create liability on the part of the Surveyor.





Driveway Permit Note

"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a Permit for use of the County Roadway Right-of-way has been issued under Chapter 751, and, (B) the driveway satisfies the minimum spacing requirement set forth in Chapter 721 of the Hays County Development Regulations."

Notes

All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.

Mail Boxes placed within the ROW, shall be of an approved TxDOT or FHWA design, per Hays County Development regulations, chapter 721, subchapter 2.01.

LEGEND

- ● ½" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ◒ IRON ROD WITH CAP FOUND "AS NOTED"
- ○ ½" IRON ROD WITH YELLOW PLASTIC CAP MARKED "AST " SET
- Ⓦ WATER WELL WITH SANITARY CONTROL EASEMENT
- ( ) RECORD DEED INFORMATION
- [ ] RECORD ADJOINER INFORMATION
- PRHCT PLAT RECORDS, HAYS COUNTY, TEXAS
- OPRHCT OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- PUE PUBLIC UTILITY EASEMENT

ALDERSON GROUP, INC.
P.O. Box 155
16746 Fitzhugh Rd., Ste. 103
Dripping Springs, Texas 78620
(512) 364-0989
TEXAS REGISTERED ENGINEERING FIRM
F-11890

REPLAT OF LOT 6 HILLVIEW ADDITION
HAYS COUNTY, TEXAS

100 50 0 100 200
GRAPHIC SCALE IN FEET

Rev: | Date: 04 March, 2019 - 10:05
Dr. By: BR | Job#:18045 | DWG#: 18045 Plat.dwg

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: That STEVEN DEAREN and SARA M. DEAREN, husband and wife and FRANCIS DEAREN and SHARYN DEAREN,husband and wife, owner of LOT 6 , HILLVIEW ADDITION a subdivision recorded in Book 2 Page 80 of the Plat Records of Hays County, Texas, being all of called Lot 6 as conveyed in a Warranty Deed of record in Volume 4833, Page 371 Official Public Records, Hays County, Texas.

DO HEREBY SUBDIVIDE 10.01 acres, in accordance with the map or plat shown hereon to be known as:
REPLAT OF LOT 6, HILLVIEW ADDITION
Subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public use of the streets and easements shown hereon.

Witness my hand this the _____ day of _____, 20____ A.D.

_____
STEVEN DEAREN
201 Hillview Circle
Dripping Springs, Texas 78620

STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20____ A.D.

_____
Notary public in and for Hays County, Texas

Witness my hand this the _____ day of _____, 20____ A.D.

_____
SARA M. DEAREN
201 Hillview Circle
Dripping Springs, Texas 78620

STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20____ A.D.

_____
Notary public in and for Hays County, Texas

Witness my hand this the _____ day of _____, 20____ A.D.

_____
FRANCIS DEAREN
201 Hillview Circle
Dripping Springs, Texas 78620

STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20____ A.D.

_____
Notary public in and for Hays County, Texas

Witness my hand this the _____ day of _____, 20____ A.D.

_____
SHARYN DEAREN
201 Hillview Circle
Dripping Springs, Texas 78620

STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20____ A.D.

_____
Notary public in and for Hays County, Texas

Sewage Disposal/Individual Water Supply Certification, to wit:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

_____
Caitlyn Strickland, Director
Hays County Development Services

_____
Tom Pope, R.S., C.F.M.
Hays County Floodplain Administrator

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that, on the _____day of _____, A.D. 2019, the Commisioners Court of Hays County, Texas, passed an order authorizing the filing of this plat, and said order has ben duly entered in the minutes of the Court Instrument Number_____.

Witness my hand and seal of office, this the _____ day of _____ , 20____ A.D.

_____
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____ A.D., 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____ A.D.

_____
Elaine H. Cardenas
County Clerk, Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

Know all men by these presents, that I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat complies with the survey related requirements of the Hays County Development Regulations and further certify that this plat 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.

_____
Paul C. Sauve, Jr., Date
Registered Professional Land Surveyor
No. 2518 - State of Texas

AG VC ALDERSON GROUP, INC.
P.O. Box 155
16746 Fitzhugh Rd., Ste. 103
Dripping Springs, Texas 78620
(512) 364-0989
TEXAS REGISTERED ENGINEERING FIRM
F-11890

REPLAT OF LOT 6
HILLVIEW ADDITION
HAYS COUNTY, TEXAS

100 50 0 100 200
GRAPHIC SCALE IN FEET

Rev: | Date: 04 March, 2019 - 10:05
Dr. By: BR | Job#:18045 | DWG#: 18045 Plat.dwg

Issue Date : 10/26/2018

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

Entities to which this certificate applies:

GHA - Hays County
ENR - North Hays County ESD #1
RSP - Special Road Dist
FNW - Hays County ESD #6
SDS - Dripping Springs ISD

Property Information

Property ID : 11-4095-0000-00603-4
Quick-Ref ID : R144595

201 HILLVIEW CIR
DRIPPING SPRINGS, TX 78620

HILLVIEW ADDITION SEC 1, LOT 6, ACRES 10.01, (0.50 AC HS), 50.000000% UDI

Value Information

Land HS	:	$13,130.00
Land NHS	:	$52,570.00
Imp HS	:	$213,065.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$278,765.00

Owner Information

Owner ID : O0195338

DEAREN, FRANCIS & SHARYN
201 HILLVIEW CIR
DRIPPING SPRINGS, TX 78620-5412

Ownership: 50.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
RSP	2018	103.31	0.00	0.00	0.00	103.31
GHA	2018	967.80	0.00	0.00	0.00	967.80
FNW	2018	218.83	0.00	0.00	0.00	218.83
ENR	2018	83.63	0.00	0.00	0.00	83.63
SDS	2018	3,361.81	0.00	0.00	0.00	3,361.81

Total for current bills if paid by 10/31/2018 : $4,735.38
Total due on all bills 10/31/2018 : $4,735.38

2018 taxes paid for entity RSP $0.00
2018 taxes paid for entity GHA $0.00
2018 taxes paid for entity FNW $0.00
2018 taxes paid for entity ENR $0.00
2018 taxes paid for entity SDS $0.00

2018 Total Taxes Paid : $0.00

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Bonny Bledsoe
Signature of Authorized Officer of the Tax Office

Date of Issue : 10/26/2018
Requestor : DEAREN, FRANCIS & SHARYN
Receipt : DS-2018-052798
Fee Paid : $10.00
Payer : STAUDT SURVEYING, INC

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TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **DS-2018-052798**

Payor:	STAUDT SURVEYING, INC ()	Owner:	DEAREN, FRANCIS & SHARYN (O0195338) 201 HILLVIEW CIR DRIPPING SPRINGS, TX 78620-5412

Quick Ref ID:	R144595	Property:	11-4095-0000-00603-4
Owner:	DEAREN, FRANCIS & SHARYN (O0195338) - 50%	Legal Description:	HILLVIEW ADDITION SEC 1, LOT 6, ACRES 10.01, (0.50 AC HS), 50.000000% UDI
Owner Address:	201 HILLVIEW CIR DRIPPING SPRINGS, TX 78620-5412	Situs Address:	201 HILLVIEW CIR DRIPPING SPRINGS, TX 78620

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Check Payment (Ref # 4498) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 10/26/2018	**4,735.38**

Date Paid: 10/26/2018
Effective Date: 10/26/2018
Station/Till: Bonny/Bonny's Till
Cashier:

Issue Date : 11/5/2018

TAX CERTIFICATE

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

Entities to which this certificate applies:

GHA - Hays County
ENR - North Hays County ESD #1
RSP - Special Road Dist
FNW - Hays County ESD #6
SDS - Dripping Springs ISD

Property Information

Property ID : 11-4095-0000-00600-4
Quick-Ref ID : R32046

201 HILLVIEW CIR
DRIPPING SPRINGS, TX 78620

HILLVIEW ADDITION SEC 1, LOT 6, ACRES 10.01, (0.50 AC HS), 50.000000% UDI

Value Information

Land HS	:	$13,130.00
Land NHS	:	$52,570.00
Imp HS	:	$213,065.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$278,765.00

Owner Information

Owner ID : O0195339

DEAREN, STEVEN & SARAH M
201 HILLVIEW CIR
DRIPPING SPRINGS, TX 78620-5412

Ownership: 50.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
RSP	2018	120.35	0.00	0.00	0.00	120.35
GHA	2018	1,077.16	0.00	0.00	0.00	1,077.16
FNW	2018	218.83	0.00	0.00	0.00	218.83
ENR	2018	83.63	0.00	0.00	0.00	83.63
SDS	2018	4,047.23	0.00	0.00	0.00	4,047.23

Total for current bills if paid by 11/30/2018 : $5,547.20
Total due on all bills 11/30/2018 : $5,547.20

2018 taxes paid for entity RSP $0.00
2018 taxes paid for entity GHA $0.00
2018 taxes paid for entity FNW $0.00
2018 taxes paid for entity ENR $0.00
2018 taxes paid for entity SDS $0.00

2018 Total Taxes Paid : $0.00

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue : 11/05/2018
Requestor : DEAREN, STEVEN & SARAH M
Receipt : DS-2018-052854
Fee Paid : $10.00
Payer : STAUDT SURVEYING INC

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REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2017-1003046**

Payor:	PIONEER BANK (O0195339) 623 W 38TH STREET, STE. 200 AUSTIN, TX 78705	Owner:	DEAREN, STEVEN & SARAH M (O0195339) 201 HILLVIEW CIR DRIPPING SPRINGS, TX 78620-5412

Quick Ref ID:	R32046	Property:	11-4095-0000-00600-4
Owner:	DEAREN, STEVEN & SARAH M (O0195339) - 50%	Legal Description:	HILLVIEW ADDITION SEC 1, LOT 6, ACRES 10.01, (0.50 AC HS), 50.000000% UDI
Owner Address:	201 HILLVIEW CIR DRIPPING SPRINGS, TX 78620-5412	Situs Address:	201 HILLVIEW CIR DRIPPING SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Special Road Dist	269,165	0.043800	117.89	117.89	117.89
Hays County	270,665	0.401200	1,085.91	1,085.91	1,085.91
Hays County ESD #6	273,165	0.078700	214.98	214.98	214.98
North Hays County	273,165	0.030000	81.95	81.95	81.95
Dripping Springs ISD	260,665	1.520000	3,962.11	3,962.11	3,962.11

Total Payment Amount	**5,462.84**
Check Payment (Ref # 1799) Tendered	5,462.84
Total Tendered	**5,462.84**
Remaining Balance Due, including other fees, as of 11/5/2018	**5,547.20**

Date Paid: 11/14/2017
Effective Date: 11/14/2017
Station/Till: ELIZABETH/Elizabeth's Till
Cashier:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

SUB-1248; Discussion and possible action to approve final plat for the Farmhouse on Elder Hill II Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

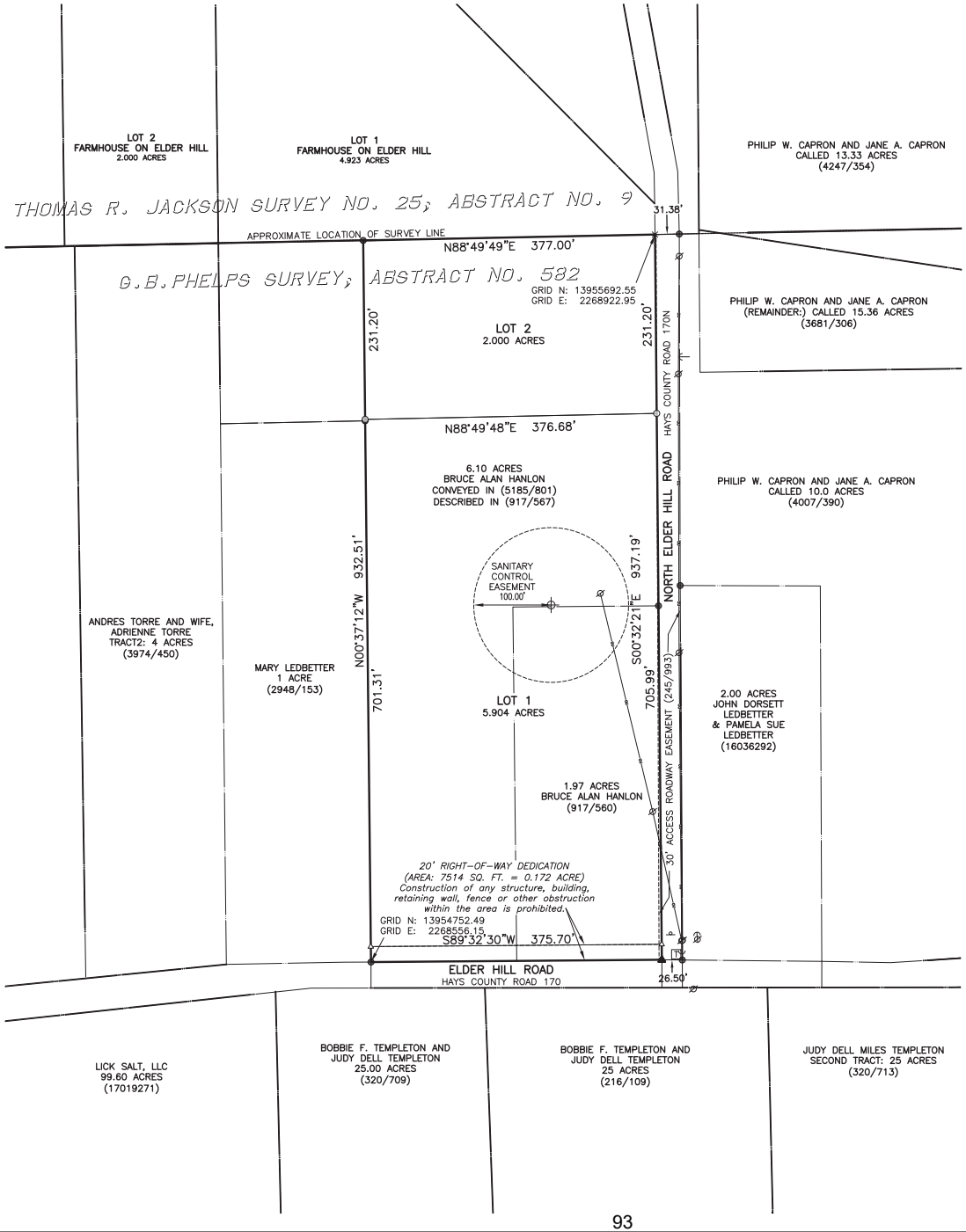
REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SMITH	N/A

SUMMARY

Farmhouse on Elder Hill II is a proposed 2 lot subdivision located along Elder Hill Road in Precinct 4.

Water service will be provided by private wells and rainwater collection. Wastewater service will be accomplished by Individual On-Site Sewage Facilities.

FARMHOUSE ON ELDER HILL II

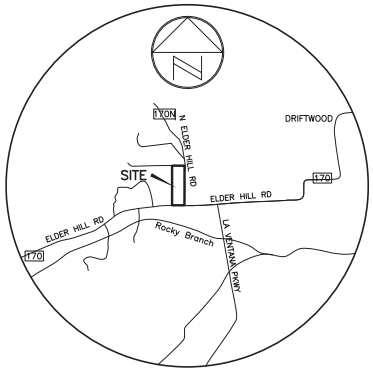


N

SCALE: 1" = 100'

GRAPHIC SCALE

100' 50' 0 100'



LOCATION MAP
NOT TO SCALE

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- COTTON SPINDLE FOUND
- MAG NAIL FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- CALCULATED POINT
- WELL LOCATION
- UTILITY POLE
- GUY WIRE
- OVERHEAD UTILITIES
- SIGN
- TELEPHONE UTILITY

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM A GPS COOPERATIVE NETWORK FOR THE POINT OF BEGINNING OF THE 2.000 ACRE TRACT.

COTTON SPINDLE FOUND

SURFACE COORDINATES:
N 13956982.18
E 2269132.62

TEXAS STATE PLANE COORDINATES:
N 13955692.55
E 2268922.95

COMBINED SCALE FACTOR = 0.99990760
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00009240
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 0°27'55"

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

PROJECT NO.: 849-002

DRAWING NO.: 849-002-PL

PLOT DATE: 04/30/2019

PLOT SCALE: 1" = 100'

DRAWN BY: BDN

SHEET 01 OF 02

FARMHOUSE ON ELDER HILL II

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS §
COUNTY OF HAYS §

That Bruce Hanlon, and wife, Becky Hanlon, being the owners of those certain tracts of land, being all of that called 1.97 acres, as conveyed in the deed of record in Volume 917, Page 560, Deed Records, Hays County, Texas, and all of that called 6.10 acre tract conveyed in Volume 5185, Page 81, Official Public Records, Hays COunty, Texas, and described in Volume 917, Page 567, all in the G. B. Phelps Survey, A-582, DO HEREBY SUBDIVIDE, 8.076 acres to be known as minor plat:

FARMHOUSE ON ELDER HILL II

in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the owners of the property shown hereon the use of the streets and easements shown hereon.

WITNESS MY HAND, this the _____ day of _____ A.D., 2019.

_____ _____
Bruce A. Hanlon

_____ _____
Becky S. Hanlon

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Bruce A. Hanlon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AN SEAL OF OFFICE this the _____ day of _____ A.D., 2019.

_____

NOTARY PUBLIC in and for _____

WITNESS MY HAND, this the _____ day of _____ A.D., 2019.

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared Becky S. Hanlon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AN SEAL OF OFFICE this the _____ day of _____ A.D., 2019.

_____

NOTARY PUBLIC in and for _____

WITNESS MY HAND, this the _____ day of _____ A.D., 2019.

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS §
COUNTY OF HAYS §

That I, Bryan D. Newsome, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey related requirements of the Hays County Development Regulations and further certify that this plat 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 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)

_____
Bryan D. Newsome Date
Registered Professional Land Surveyor No. 5657

PLAT INFORMATION:

TOTAL AREA: 8.076 ACRES
TOTAL NUMBER OF LOTS: 2
Number of lots over 10 acres: 0
Number of lots 5-10 acres: 1
Number of lots 2-5 acres: 1
Number of lots 1-2 acres: 0
Number of lots less than 1 acre: 0
AVERAGE SIZE OF LOTS: 3.952 acres

EMERGENCY SERVICES:
This property is served by Hays County Emergency Services Districts (ESD) 1 & 6.

ETJ NOTE:
No portion of this subdivision lies within the boundaries of any municipalities, corporate city limits, or extra territorial jurisdiction.

SCHOOL DISTRICT:
This subdivision lies within the boundary of the Hays Consolidated Independent School District.

UTILITY INFORMATION:
WATER: Individual Water Well and Rainwater Collection
Lot 1 is serviced by an existing water well.
Lot 2 is serviced by an existing water well on Lot 1, Farmhouse on Elder Hill.
SEWER: Individual On-Site Sewage Facilities
ELECTRICITY: Pedernales Electric Cooperative, Inc. (PEC)
TELEPHONE: Frontier

WATER AVAILABILITY NOTE:
Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water and wastewater service. Further subdivision is prohibited for the duration of five (5) years following the recording of this plat.

EASEMENTS:
This subdivision is subject to all existing easements and matters of record affecting these tracts that are not reflected on this plat.

PEC Easement: There is hereby dedicated a 20' wide Electric Utility Easement adjoining all roadways, and 10' wide Electric Utility Easement adjoining all other lot lines.

FLOOD PLAIN NOTE:
This tract does not lie within an identified Special Flood Hazard Zone, inundated by 100-year flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas, and Incorporated Areas, Map Numbers 48209C0235F, dated September 02, 2005, for Hays County, Texas.

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

EDWARDS AQUIFER NOTE:
This subdivision does not lie within the Edwards Aquifer Recharge Zone.
This subdivision lies within the Barton Springs Segment of the Edwards Aquifer Contributing Zone.

MAIL BOX NOTE:
Mail boxes placed within the right-of-way, shall be of an approved Texas Department of Transportation or Federal Highway Administration design, per Hays County, Development Regulation, Chapter 721, subchapter 2.01.

DRIVEWAY AND CULVERT NOTE:
Driveways shall comply with Chapter 721 of Hays County Development Regulations, and be permitted through the Transportation Department of Hays County.
All culverts, when required shall comply with the current Hays County Standards.

DRIVEWAY:
No driveway constructed on any lot within this subdivision shall be permitted access onto a public roadway unless:

(1) a permit for use of the county roadway right-of-way has been issued under chapter 751; and,
(2) the driveway satisfies the minimum spacing requirement for driveways set forth in chapter 721.
(3) all culverts, when required shall comply with the current Hays County, Standards.

In approving this plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares, or in connection therewith shall be the responsibility of the owner and / or the developer of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners Court of Hays County, Texas and the commissioners of Hays County, Texas, assumes no obligation to build the streets, roads, or other public thoroughfares shown on this plat or of constructing any bridges or culverts in connection therewith.

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION TO WIT:
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 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 construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

_____
Caitlyn Strickland, Director Date
Hays County Development and Community Services

_____
Tom Pope, C.F.M., R.S. Date
Hays County Floodplain Administrator

GENERAL NOTES:

1. Lot 2 is limited to an advanced On-Site Sewage Facilities (OSSF) system.

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that, on the _____ day of _____, A.D. 20_____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said court Resolution # _____

Witness my hand and seal of office, this the _____ day of _____ , 20_____ A.D.

_____ _____
Ruben Becerra
County Judge, Hays County, Texas

_____ _____
Elaine H, Cardenas
County Clerk, Hays County, Texas

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS §
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 CFN No. _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____A.D., 20_____.

_____
Elaine H, Cardenas
County Clerk

Bryan D. Newsome
R.P.L.S. No. 5657

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

PROJECT NO.: 849-002
DRAWING NO.: 849-002-PL
PLOT DATE: 04/30/2019
PLOT SCALE: 1" = 100'
DRAWN BY: BDN
SHEET 02 OF 02

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

SUB-1175; Discussion and possible action to approve final plat for the Eppright Addiition Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

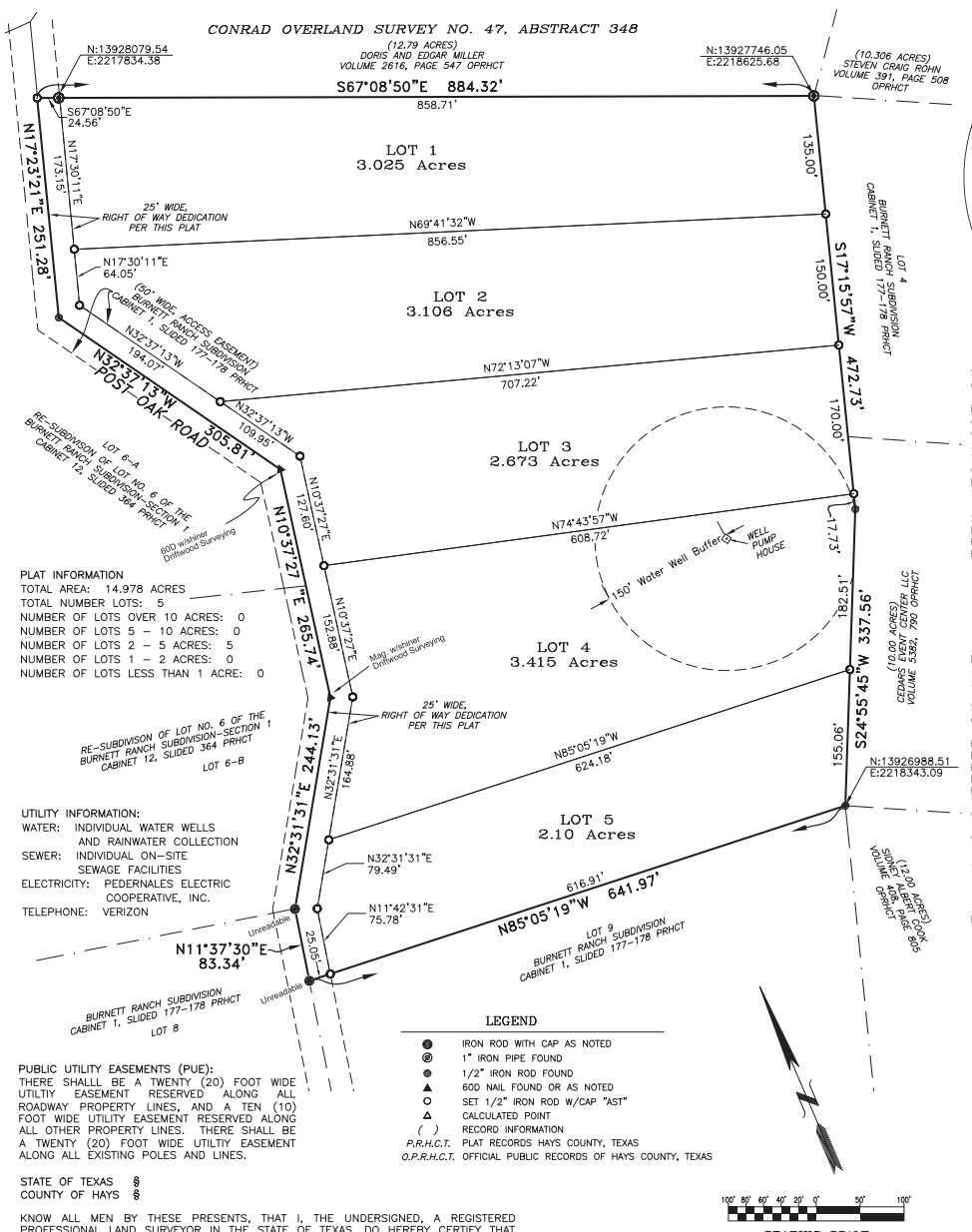
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

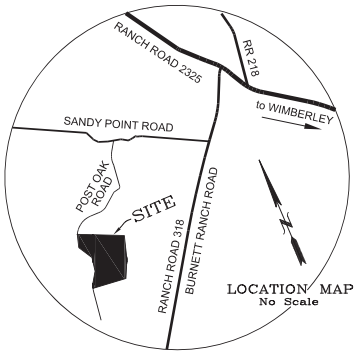
REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SHELL	N/A

SUMMARY

Eppright Addition is a proposed 5 lot subdivision located along Post Oak Road in Precinct 3.

Water service will be provided by private wells and rainwater collection. Wastewater service will be accomplished by individual OSSF.





PLAT INFORMATION
TOTAL AREA: 14.978 ACRES
TOTAL NUMBER LOTS: 5
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5 – 10 ACRES: 0
NUMBER OF LOTS 2 – 5 ACRES: 5
NUMBER OF LOTS 1 – 2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

UTILITY INFORMATION:
WATER: INDIVIDUAL WATER WELLS AND RAINWATER COLLECTION
SEWER: INDIVIDUAL ON–SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: VERIZON

PUBLIC UTILITY EASEMENTS (PUE):
THERE SHALLL BE A TWENTY (20) FOOT WIDE UTILTIY EASEMENT RESERVED ALONG ALL ROADWAY PROPERTY LINES, AND A TEN (10) FOOT WIDE UTILITY EASEMENT RESERVED ALONG ALL OTHER PROPERTY LINES. THERE SHALL BE A TWENTY (20) FOOT WIDE UTILTIY EASEMENT ALONG ALL EXISTING POLES AND LINES.

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT 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.

PAUL C. SAUVE, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2518 – STATE OF TEXAS

LEGEND

●	IRON ROD WITH CAP AS NOTED
⊘	1" IRON PIPE FOUND
●	1/2" IRON ROD FOUND
▲	60D NAIL FOUND OR AS NOTED
○	SET 1/2" IRON ROD W/CAP "AST"
△	CALCULATED POINT
( )	RECORD INFORMATION
P.R.H.C.T.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

100' 80' 60' 40' 20' 0' 50' 100'
GRAPHIC SCALE
SCALE : 1"=100'

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: THAT, MYRA EPPRIGHT, OWNER OF A CALLED 14.99 (SURVEYED 14.978) ACRES IN OF THE CONRAD OVERLAND SURVEY NO. 47, ABSTRACT 348, AS DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN OF RECORD IN VOLUME 2805, PAGE 791, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 14.978 ACRES, IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON TO BE KNOWN AS:
"EPPRIGHT ADDITION"
SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF
_____, 20_____ A.D.

_____
MYRA EPPRIGHT
4700 N. CAPITAL OF TEXAS HIGHWAY, APT. 123
AUSTIN, TEXAS 78746

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MYRA EPPRIGHT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE
_____ DAY OF _____, 20_____ A.D.

_____
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

E.T.J. NOTE:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES CORPORATE CITY LIMITS OR EXTRA TERRITORIAL JURISDICTION.

EDWARDS AQUIFER NOTE:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.

JURISDICTIONS:
WIMBERLEY INDEPENDENT SCHOOL DISTRICT
EMERGENCY SERVICE DISTRICT NO. 4 & 7

FLOODPLAIN NOTE:
THIS SUBDIVISION DOES NOT LIE WITHIN SPECIAL FLOOD HAZARD AREAS (SFHAS) AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NO. 480321, MAP NO. 48209C215F, MAP REVISED SEPTEMBER 2, 2005.

IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

WATER AVAILABILITY NOTE:
UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.

NOTES:
POST–DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PREDEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

MAIL BOXES PLACED WITHIN THE RIGHT–OF–WAY, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS:

(1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT–OF–WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND,

(2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.

(3) FUTURE DEVELOPMENT SHALL BE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT, AND TCEQ REGULATED DEVELOPMENT SHALL NOT BE ALLOWED, PER HAYS COUNTY REGULATIONS CHAPTER 725, SUBCHAPTER 5.01.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION TO WIT:
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.

ACCORDING TO HAYS COUNTY RULES, THE MINIMUM LOT SIZE WITHIN THE CONTRIBUTING ZONE IS 3 ACRES WITH A CONVENTIONAL OSSF. THIS PLAT REQUIRES OSSFs IN LOTS 3 AND 5 TO BE ADVANCED SEPTIC SYSTEMS.

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 CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
CAITLYN STRICKLAND, INTERIM DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

_____ _____
TOM POPE, C.F.M., R.S. DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT, ON THE _____ DAY OF _____, A.D. 2019, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE COURT INSTRUMENT NUMBER_____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF _____, A.D. 2019.

_____ _____
ELAINE H. CARDENAS RUBEN BECERRA
COUNTY CLERK COUNTY JUDGE
HAYS COUNTY, TEXAS 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_____, A.D. 2019, 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. 2019.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

PROJECT:	EPPRIGHT ADDITION
JOB NUMBER:	
DATE:	JULY 2018
SCALE:	1" = 100'
SURVEYOR:	PAUL C. SAUVE, JR. RPLS 2518
TECHNICIAN:	SAR

AUSTIN SPATIAL TECHNOLOGIES, LLC
LAND SURVEYORS - GEOMATIC SPECIALISTS
3815 S. CAPITAL OF TEXAS HWY, STE. 300
AUSTIN, TEXAS 78704
512–573–6730
FIRM # 10173100

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FINAL PLAT OF
EPPRIGHT ADDITION
HAYS COUNTY, TEXAS

SHEET
1
OF 1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement related to the City of Kyle Tax Reinvestment Zone No.2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 14, 2019	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	INGALSBE

SUMMARY

On or about December 18, 2018, the City of Kyle passed an Ordinance creating Tax Reinvestment Zone No.2. At or about the same time, the City requested that the County consider entering into an Interlocal Agreement to contribute toward the TIRZ No.2 project(s), as it has done with other municipalities in the past. This proposed Interlocal Agreement would fulfill that request.

Interlocal Agreement
Regarding the City of Kyle Tax Increment Reinvestment Zone Number Two

THIS INTERLOCAL AGREEMENT regarding the City of Kyle Tax Increment Reinvestment Zone Number Two (this "Agreement") is made and entered into by and between the City of Kyle, Texas, a home rule municipality (the "City"), and Hays County, a political subdivision of the State of Texas (the "County") under the authority of Texas Government Code Chapter 791 and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **Tax Increment Reinvestment Zone Number Two,** City of Kyle, Texas, ("TIRZ 2"), TIRZ 2 created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), the City Council of the City, pursuant to Ordinance No. 1022 (the "Zone No. 2 Ordinance") adopted on December 18, 2018, created, established, and designated TIRZ 2 under the Act, attached as Exhibit "AA"; and

WHEREAS, in the Ordinance, the City found that the designation of TIRZ 2 would encourage the development of property in and around TIRZ 2; and

WHEREAS, in the Ordinance, the City contributed fifty percent (50%) of its Tax Revenue for TIRZ 2; and

WHEREAS, in consideration of the County's contribution of a fifty percent (50%) portion of its Tax Revenue for the TIRZ, the County shall have the authority to appoint two members to the TIRZ 2 board; and

WHEREAS, the TIRZ project plan includes transportation and other projects that benefit the County and its residents; and

WHEREAS, in consideration of special benefit to the County created by the TIRZ 2 projects, including transportation and capital improvements for public use, the County is authorized to appropriate funding under this Agreement; and

WHEREAS, pursuant to the Hays County Zones Policy, the County's contribution of a TIRZ Payment equal to fifty percent (50%) of its own increment in TIRZ 2 would greatly enhance the implementation of the TIRZ 2 projects by the City; and

WHEREAS, both the City and the County will benefit from the development and improvements paid with the Tax Increment Funds in accordance with the documents creating TIRZ 2; and

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WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City and the County are entering into this Agreement to set forth the conditions governing the contribution of the Tax Increment by the City and current, annually-appropriated funds by the County to TIRZ 2, and the City finds that this Agreement is necessary for the implementation of the Project Plans for TIRZ 2.

NOW THEREFORE, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby agree that the recitals set forth above form the basis upon which they have entered into this Agreement.

Section 2. Definitions.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

A. Act means the Tax Increment Financing Act, as amended and as codified as Chapter 311 of the Texas Tax Code.

B. Captured Appraised Value in a given year means the total appraised value, less any applicable exemptions, of all TIRZ real property taxable by the City or the County for that Tax Year less the Tax Increment Base defined in Section (G) below.

C. Project Plan means the project plans for TIRZ 2 attached to this Agreement and included in Exhibit "AA" as adopted by the TIRZ Board and the City of Kyle, along with amendments to this plan that are adopted by the Board of Directors of TIRZ 2, and approved by the City Council of the City of Kyle from time to time. The Project Plan includes maps of all property in the TIRZ, including all non-taxable property.

D. Tax Increment means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in TIRZ 2.

E. City Tax Increment will be that amount paid by the City into the Tax Increment Funds.

F. County TIRZ Payment will be that amount of current, annually-appropriated funds paid by the County into the Tax Increment Funds.

G. Tax Increment Base means the total appraised value as of January 1, 2018, of all real property taxable by the City or the County, as applicable, and located in the TIRZ. Each Party to this Agreement shall be responsible for establishing its own Tax Increment Base.

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H. Tax Increment Fund (TIF) means that fund created by the City pursuant to Section 311.014 of the Act and the Ordinance, which will be maintained by the City, and into which all revenues of the TIRZ will be deposited, including deposits of Tax Increment by the City and by such other taxing units with jurisdiction over real property in the TIRZ that may enter into agreements for such contributions, including the County's TIRZ Payment.

I. TIRZ Boards mean the governing board of directors of the TIRZ appointed in accordance with Section 311.009 of the Act, the Ordinance, and this Agreement.

J. TIRZ means the Tax Increment Reinvestment Zone Number Two, approved by City of Kyle Ordinance No. 1022.

K. Terms other than those defined above shall: (1) have their meanings as given in Chapter 311, Texas Tax Code; or (2) if not so defined, their usual and ordinary meanings.

L. References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

Section 3. Obligations of the County

A. County TIRZ Payment. The County agrees to pay current, annually-appropriated funds to the City for deposit into the Tax Increment funds created by the City for TIRZ 2 (the "Tax Increment Funds") fifty percent (50%) of the tax increment attributed to the captured appraised value of the County in the TIRZ. The County's obligation to make these payments will accrue only after taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of the Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date. The County may offset against future payments to the Tax Increment any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provision of the Texas Tax Code.

B. Limitations on Payments. The County is not obligated to make payments under this Agreement: (1) unless and until taxes on the captured appraised value are actually collected by the County; or (2) in any amount greater than taxes actually collected on the County's captured appraised value. Likewise, if funds are not appropriated by the Hays County Commissioners Court during any annual budgetary cycle, then the County's obligations to make a County TIRZ Payment under this Agreement shall be waived for that Fiscal Year. Any funds already contributed to the Tax Increment Funds under this Agreement shall remain available for TIRZ expenditures, subject to the other terms and limitations of this Agreement.

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C. The Project

Boundary and Projects. The boundaries of the TIRZ are and shall be those described in City of Kyle Ordinance No. 1022. The projects of the TIRZ are and shall be those described in City of Kyle Ordinance No. 1022, as adopted upon recommendation of the Board of Directors of the TIRZ (the "Board") and approved by the City Council of the City and in accordance with the *Tax Increment Reinvestment Zone Number Two,* ("Project Plans") and attached as Exhibit "AA". The County is not obligated to make payments based on the addition of property or projects to the TIRZ. County funds will only be used for those projects adopted by the TIRZ Board and the City Council as attached to this Agreement unless a written amendment changes those projects or boundaries and is approved by both the County and the City. No project expenditures of County monies provided under this Agreement shall be authorized without an affirmative vote of the Board, with the County representatives present for the vote and with the County representatives unanimously agreeing with a proposed expenditure. In the event that the County representatives do not unanimously agree with a proposed expenditure, County monies provided under this Agreement may not be utilized for that expenditure unless and until a subsequent vote of the Hays County Commissioners Court approves of that expenditure.

D. Development in the Zone. Property within the boundaries of the TIRZ shall be developed as closely as possible in conformity with the Final Plan. As stated above, County funds will only be used for projects that have been approved by the County members of the TIRZ Board or by the County Commissioners Court.

E. County Appointment to the Board of Directors of TIRZ Number One, Town Center TIRZ. The TIRZ Board shall consist of nine (9) voting members. The Commissioners Court of the County shall each have the unequivocal right to appoint two (2) qualified voting members during the period that the TIF created under this Agreement contains funds. The City Council shall have the right to appoint seven (7) qualified voting members during the length of the TIRZ as established by Ordinance 1022. Members of the TIRZ Board shall meet the qualifications set forth in Section 311.009 of the Texas Tax Code. Failure of the Commissioners Court to appoint a person to the TIRZ Board shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in the positions as needed.

Section 4. Obligations of the City.

A. Use of County Payments. The City agrees to use payments made by the County under this Agreement solely to fund Project Costs as defined in Chapter 311 of the Texas Tax Code and as allowed by the Hays County TIRZ Policy.

B. Notice to County of Amendments to Project Plan. The City agrees to provide the County with

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written notice of any proposed amendments to the Project Plan at least fourteen (14) days prior to their submission to the City Council for approval. The City agrees to work with the TIRZ Board to implement the Project Plan.

C. **Disposition of Tax Increments.** Upon termination of the TIRZ, and after all obligations of the TIRZ have been paid, the City agrees to pay to the County, within sixty (60) days of the termination, all monies remaining in the Tax Increment Funds that represent the County's pro rata amount of participation authorized under this Agreement.

D. **Annual Reports / Right to Audit.** The City agrees to provide to the County an annual report regarding the TIRZ as required under Texas Tax Code Section 311.016. Additionally, the County shall have the right to audit the books and records of the TIRZ upon providing at least 10 days' written notice to the City. Such an audit shall occur between 9 a.m. and 5 p.m. on business days.

Section 5. Term and Termination.

The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall last for: (1) twenty (20) years; or (2) the date all Project Costs have been paid or reimbursed unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, the County's TIRZ Board appointment powers and any refund obligations of the City shall survive the termination.

The City may terminate the TIRZ pursuant to the provisions of Section 311.017 of the Texas Tax Code.

Section 5. Miscellaneous.

A. **Administration.** This Agreement and the Tax Increment Funds shall be administered by the City Manager or his/her designees or consultants. The City shall maintain a separate account for the Tax Increment Funds at a depository selected by the City, which Tax Increment Fund shall be secured in the manner prescribed by law for funds of Texas cities. The City shall not charge an administration fee against County TIRZ Payments for oversight of the Tax Increment Fund. The Tax Increment Fund shall be an account into which the City shall deposit the County TIRZ Payment, the City Increment (as defined in the TIRZ Ordinance and Project Plan), and all accrued interest earned on the fund. The County shall participate in the oversight of the Tax Increment Fund through its representation on the Board of Directors on which they will appoint two (2) out of nine (9) members. Pursuant to the Hays County TIRZ Policy adopted on February 7, 2017, no more than ten percent of the County Increment will be used for the payment of administrative, legal, consulting, or other professional expenses, except engineering and architectural fees directly related to the specific projects in which the County will participate.

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B. **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time).

If intended for the City, to:
Scott Sellers
City Manager
City of Kyle
_____
Kyle, TX 7_____

If intended for the County, to:
Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With Copy to:
General Counsel
Hays County Courthouse
111 E. San Antonio St., Ste. 202
San Marcos, Texas 78666

C. **Non-Assignability:** Neither the City, the County, nor the TIRZ shall assign any interest in this Agreement without the prior written consent of the other parties.

D. **Non Discrimination:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any of the operations or funding of the TIRZ on the grounds of race, color, national origin, age, sex, religion, or other protected status.

E. **Binding on the Parties and Non-Waiver:** This Agreement shall not be considered fully executed or binding on the City and/or the County until this Agreement has been approved and accepted by the City Council and the Hays County Commissioners Court at a properly called and noticed meeting of each respective body. After such approval and acceptance, the City and the County shall deliver to each other a certified copy of a Resolution as evidence of the authority to execute and bind the City and the County to the covenants, terms and provisions of this Agreement. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

F. **Third Parties:** The provisions and conditions of this Agreement are solely for the benefit for

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the City and the County, and are not intended to create any rights, contractual or otherwise, to any other person or entity. The relationship of the City and the County under this Agreement shall not be construed or interpreted to be a joint enterprise or joint venture. The Parties agree that each Party is an independent contractor.

G. Controlling Law: Venue and Jurisdiction shall be exclusively in Hays County, Texas and under the laws of the State of Texas.

H. Entirety of Agreement: This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

i. Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by the Parties in accordance with the terms of this Agreement.

ii. Exhibit "AA" Ordinance No. 1022, which includes TIRZ Project and Financing Plans

iii. Amendments**.** Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council and the Commissioners Court in open meetings held in accordance with Chapter 551 of the Texas Government Code.

EXECUTED and **EFFECTIVE** on the last date signed by the duly authorized officials, below.

CITY OF KYLE	**COUNTY**
_____	_____
Travis Mitchell, Mayor	Judge Ruben Becerra, County Judge
_____	_____
Date	Date

ATTEST:

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_____	_____
City Secretary	County Clerk
_____	_____
Date	Date

EXHIBIT AA
[insert ordinance]

DRAFT

EXHIBIT “AA”

ZONE NO. 2 ORDINANCE

ORDINANCE NO. 1022

AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF KYLE, TEXAS AS REINVESTMENT ZONE NUMBER TWO, CITY OF KYLE, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, as amended ("Act") a City may designate a contiguous geographic area within such City as a reinvestment zone if the area satisfies the requirements of certain sections of the Act;

WHEREAS, the City of Kyle, Texas (the "City") has prepared a preliminary reinvestment zone financing plan, which is attached hereto as Exhibit C, which provides that City ad valorem taxes are to be deposited into the tax increment fund, and that ad valorem taxes of other taxing units may be utilized in the financing of the proposed reinvestment zone;

WHEREAS, a notice of the public hearing by the City Council on the creation of the proposed reinvestment zone was published on November 7, 2018, in the Hays Free Press a newspaper of general circulation in the City of Kyle and the City's newspaper of record;

WHEREAS, at the public hearing held on November 20, 2018, interested persons were invited to speak for or against the creation of the proposed reinvestment zone, its boundaries, the concept of tax increment financing; and owners of property in the proposed reinvestment zone were given a reasonable opportunity to protest the inclusion of their property in the proposed reinvestment zone;

WHEREAS, evidence was received and presented at the meeting at which the public hearing was held in favor of the creation of the proposed reinvestment zone under the provisions of the Act;

WHEREAS, the City of Kyle has provided all information, presented all necessary information and facts regarding the proposed reinvestment zone, given all notices and completed all other things required by Chapter 311, Texas Tax Code, as condition to the creation of the proposed reinvestment zone;

WHEREAS, the total area within the proposed zone is approximately 1,480 acres, excluding property that is publicly owned;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:

SECTION 1. FINDINGS

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council finds and declares that the creation of the Tax Increment Reinvestment Zone Number Two, City of Kyle (also referred to herein as the "Tax Increment Reinvestment Zone" and the "Tax Increment Reinvestment Zone Number Two") will significantly enhance the value of all the taxable real property in the reinvestment zone and will be of general benefit to the City and its taxpayers.

(c) That the City Council finds and declares that the creation of the Tax Increment Reinvestment Zone will stimulate economic growth and significantly accelerate economic development activities within the reinvestment zone resulting in the creation of businesses, employment, housing, and enhanced tax revenues for the City.

(d) That the City Council further finds and declares that the Tax Increment Reinvestment Zone meets the criteria and requirements of Section 311.005(a)(2) of the Act because the reinvestment zone currently contains: (1) substantial areas that are predominantly open and underdeveloped; and (2) lack of essential public infrastructure to promote development of property as an urban, town center and to attract new businesses and commercial activity to the proposed zone for the purpose of increasing real property tax base for al taxing units within the zone and increasing job opportunities for residents of the City and the region; each of which cause conditions that substantially impair and arrest the sound growth of the City.

(e) That the City Council, pursuant to the requirements of the Act, further finds and declares that:

(1) The proposed Tax Increment Reinvestment Zone Number Two is a contiguous geographic area located wholly within the corporate limits of the City of Kyle;

(2) Less than thirty (30) percent of all properties in the proposed Tax Increment Reinvestment Zone Number Two, excluding property that is publicly owned, is used for residential purposes.

(3) The appraised value of taxable real property in the proposed Tax Increment Reinvestment Zone Number Two and existing reinvestment zone currently does not exceed fifty percent (50.0%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(4) Accelerated development and or redevelopment in the proposed Tax Increment Reinvestment Zone would not occur through private investment in the foreseeable future.

SECTION 2. DESIGNATION OF REINVESTMENT ZONE

That the City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005 (a), does hereby designate as a Tax Increment Reinvestment Zone Number Two, City of Kyle, and create and designate said reinvestment zone over the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B" to stimulate economic development and the development of the designated area.

The reinvestment zone shall hereafter be named for identification and reporting purposes as Tax Increment Reinvestment Zone Number 2, City of Kyle, Texas, (may also be referred to as TIRZ Number 2). The City Council specifically declares that the Tax Increment Reinvestment Zone Number 2 is designated pursuant to Section 311.005(a)(2) of the Texas Tax Code as declared in the Findings section of this Ordinance.

SECTION 3. BOARD OF DIRECTORS

The Tax Increment Reinvestment Zone Number 2 shall be governed by a nine (9) person Board of Directors (the "Board"). The City Council shall appoint seven (7) members of the Board to be appointed to Places 1, 2, 3, 4, 5, 6, and 7. Two (2) members of the Board may be appointed by the Hays County Commissioners Court to Places 8 and 9 or the County may waive the appointment of the Board members. If the County waives the appointment of Board members, the Places 8 and 9 go away. The City Council may choose to appoint currently serving members of the Kyle City Council to the Board of Directors.

(a) Qualifications. Each member of the Board shall be a qualified voter of the City, or a person at least eighteen (18) years of age who must be a resident of Hays County or county adjacent to Hays County or own real property in the reinvestment zone.

(b) Terms of Office.

(1) If the City Council chooses to appoint currently serving members of the Kyle City Council to the Board of Directors, then the Council members shall serve the same term as their elected term on the City Council. The two Hays County Commissioners shall serve a two-year term on the Board of Directors.

(2) If the City Council chooses to appoint other than currently serving members of the Kyle City Council to the Board of Directors, then the term of each initial Director shall be as set forth in this subsection. Places 2, 4, and 6 of the initial Directors shall serve an initial term of one (1) year, and Places 1, 3, 5, and 7 of the initial Directors shall serve an initial term of (2) years. The term of each subsequent director shall be for two (2) years. If the County appoints members other than members of the County

Commissioners Court, Place 8 shall serve an initial term of one (1) year and Place 9 will serve an initial term of two (2) years. The term of each subsequent director shall be for two (2) years. Vacancies shall be filled for the remainder of the unexpired term, by appointment made by the governing body that appointed the Director who served in the vacated position.

(3) Officers. The City Council shall annually appoint a member of the Board to serve as chairman of the Board for a one-year term beginning January 1st and ending December 31st. The Board may elect a Vice Chairman to serve in the absence of the Chairman, and other officers as it deems appropriate.

(4) Meeting of Directors. The Board shall hold its meetings at the Kyle City Hall currently located at 100 West Center Street, Kyle, Texas 78640, or at such other place designated from time to time by the Board. The Board shall conduct all its meetings in accordance with the requirements of the Act and the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended. Meetings of the Board shall be held at such times as shall be designated, from time to time, by the Board, or whenever called by the Chairman, the Vice Chairman in the absence of the Chairman, or upon advice of or request by the Mayor. Notice of meetings need not be given to each of the Directors but public notice of each meeting shall be given in the manner prescribed by law. A majority of the Board of Directors fixed by this Ordinance shall constitute a quorum for Board meetings. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law.

(5) Authority. The Board shall have the authority specifically given to the Board in Chapter 311, Texas Tax Code. Any powers and duties that may be delegated to the Board are not delegated at this time. The Board shall have such other authority, as may be lawfully delegated by the City Council, as is delegated by the City Council acting by a formal, written Resolution or Ordinance. Action by the Board that is expressly or impliedly provided in Chapter 311, or by other state law, to be subject to approval by the City Council, shall not be effective until approved in writing by the City Council.

(6) Duties. The Board shall perform each duty and obligation required to be performed by the Board, by Chapter 311, any project or plan approved by the City Council, and each such duty and obligation lawfully imposed on the Board by the City Council consistent with Chapter 311.

(7) Plan. The Board of Directors shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the reinvestment zone as described in Section 311.011 of the Act and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare the

project plan and reinvestment zone financing plan, subject to approval by the City Council.

SECTION 4. DURATION OF REINVESTMENT ZONE

The duration of the reinvestment zone is not to exceed a period of twenty (20) calendar years. The Zone shall take effect immediately upon passage of this ordinance. Termination of the operation of the reinvestment zone shall occur on December 31, 2037 (with the final year's tax to be collected by September 30, 2038), or at an earlier time as designated by City Council. The City shall have the right, through a subsequent City Ordinance, to terminate the Zone prior to the expiration date if all of the project costs have been paid in full. If upon expiration of the term of the Zone, project costs have not been paid, neither the City nor the County shall have any obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE

That the Tax Increment Base of the City or any other taxing unit participating in the Tax Increment Reinvestment Zone Number 2 for the reinvestment zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the reinvestment zone and located in the reinvestment zone, determined as of January 1, 2018 (property tax year 2018), the tax year in which the reinvestment zone was made effective as a reinvestment zone (the "Tax Increment Base").

SECTION 6. TAX INCREMENT FUND

A Tax Increment Reinvestment Zone Fund is hereby created and established for the Tax Increment Reinvestment Zone Number 2 which may be divided into subaccounts as authorized by subsequent Ordinances. All tax increment revenues, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccounts shall be maintained at the depository bank of the City of Kyle and shall be secured in the manner prescribed by law for funds of Texas cities.

The annual tax increment shall equal the property taxes assessed, levied, and collected by the City and any other taxing unit participating in the reinvestment zone for that year on the captured appraised value in compliance with the requirements of Sections 5, 6 and Exhibit C of this Ordinance and as defined by the Act, of real property located in reinvestment zone that is taxable by the City or any other taxing unit participating in the reinvestment zone, less any amounts that are to be allocated from the tax increment pursuant to the Act.

All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the reinvestment zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the reinvestment zone shall be deposited into the Tax Increment Fund.

Prior to the termination of the reinvestment zone, money shall be disbursed from the Tax Increment Fund only to pay for project costs, as defined by the Texas Tax Code, for the reinvestment zone, to

satisfy the claims of holders of tax increment bonds or notes issued for the reinvestment zone, to pay obligations incurred pursuant to agreements entered into the implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010 (b) of the Texas Tax Code, or to pay the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of land in the zone, regardless of whether the costs the costs of those services are identified in the project plan or the financing plan.

SECTION 7. EXHIBITS

The following exhibits are referred to in this Ordinance and are attached herewith:

- Exhibit A: Boundary Description
- Exhibit B: Boundary Map
- Exhibit C: Preliminary Project Plan and Financing Plan
- Exhibit D: Captured Assessed Taxable Value Assumptions
- Exhibit E: 2018 Base Assessed Taxable Valuations
- Exhibit F: Notice of Public Hearing
- Exhibit G: Term Sheet Approved by City Council for Development of the Uptown Area of Plum Creek

SECTION 8. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 9. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage.

Section 10. OPEN MEETINGS

It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on 1st reading this 4th day of December, 2018.

PASSED AND FINALLY APPROVED on 2nd reading this 18th day of December, 2018.

CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Vetrano, City Secretary

EXHIBIT A

Boundary Description
Tax Increment Reinvestment Zone Number 2

THIS IS A DESCRIPTION OF A TRACT OF LAND CONTAINING APPROXIMATELY 1482.9 ACRES OUT OF THE JESSE DAY SURVEYS ABSTRACTS NOS. 152 AND 159, THE JOHN KING SURVEY NO. 20, THE MORTON MCCARCVER SURVEY ABSTRACT NO. 10, THE THOMAS G. ALLEN SURVEY NO. 26, THE HENRY LOLLER SURVEY NO. 19, ABSTRACT 290 AND THE JOHN COOPER SURVEY NO. 13 IN HAYS COUNTY, TEXAS, TO BE USED FOR POLITICAL MEANS. THIS WAS NOT SURVEYED ON THE GROUND AND IS A BOUNDS DESCRIPTION ONLY ASSEMBLED FROM THE BEST AVAILABLE EVIDENCE INCLUDING DEED RESEARCH AND APPRAISAL DISTRICT MAPS. REFERENCES TO ALL DOCUMENTS OF RECORD REFER TO THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THIS TYPE OF DESCRIPTION IS ALLOWED UNDER THE TEXAS ADMINISTRATIVE CODE, PART 29, CHAPTER 663, SUBCHAPTER B, RULE 663.21 AND IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING at the southwest corner of the intersection of FM 2770 and S FM 1626, same being the most northerly corner of the 142.38 acre parcel described in four tracts in a Special Warranty Deed to Texas Lehigh Cement Company recorded in Book 609 Page 843 of the Official Public Records of Hays County, Texas (Tax Parcel Nos. R 11247, R148425, and R148426);

THENCE, with the southerly right-of-way line of FM 2770, in a westerly direction to the Kyle city limits as it crosses tract 2 of the 142.38 acre parcel owned by Texas Lehigh Cement Company;

THENCE, with the Kyle city limit line, through the afore-mentioned Texas Lehigh Cement parcel to the intersection with a 51.48 acre tract, the same being more particularly described in Special Warranty Deed with Vendors Lien to Lennar Homes of Texas Land & Construction LTD recorded in Document Number 16029226 of the Official Public Records of Hays County, Texas (Tax Parcel No. R146069);

THENCE, continuing along the Kyle city limits with the western boundary of the Lennar Homes of Texas Land & Construction LTD tract, through a 308 acre tract and a 10.87 acre, the same being more particularly described in Special Warranty Deed with Vendors Lien to Lennar Homes of Texas Land & Construction LTD recorded in Document Number 16029226 of the Official Public Records of Hays County, Texas (Tax Parcel Nos. R146068 and R151283);

THENCE, along western right-of-way line FM 2770 and the northern right-of-way of Kohlers Crossing, also being the western and southern boundary of the 3.55 acre tract of Lot 1, Block A of Plum Creek Phase 2 Northwest Business Park;

THENCE, continuing along the north right-of-way of Kohlers Crossing, also being the southern boundary of the Lennar Homes of Texas Land & Construction LTD 308 acre and 10.87 acre tracts;

THENCE, crossing the Kohlers Crossing right-of-way at the northwestern corner of the 14.066 acre tract, being more particularly described as Lot 2 Block A of Plum Creek Phase 1 Section 6F, and continuing along the western and southern boundary of said tract;

THENCE, across the southern end of the right-of-way of Benner and the southern boundary of Lots 1 and 2, Block A of Plum Creek Phase 1 Section 12A;

THENCE, along the southwestern boundary of Lot 2, Block A of Plum Creek Phase 1 Section 12B;

THENCE, along the western boundary of Lot 1, Block A of Plum Creek Phase 1 Section 11J;

THENCE, along the western boundary of Lot 1, Block A of Plum Creek Phase 1 Section 11F;

THENCE, along the western boundary of Lot 1, Block A of Plum Creek Phase 1 Section 11E-2;

THENCE, along the southwestern boundary of Lot 1, Block A of Plum Creek Phase 1 Section 11E-1;

THENCE, crossing the Sampson Rd right-of-way and continuing along the southwestern boundary of Lot 1, Block A of Plum Creek Phase 1 Section 11D;

THENCE, along the southwestern boundary of Lot 2, Block A of Plum Creek Phase 1 Section 11C, turning north along the eastern boundary of said lot also being the western right-of-way of the Union Pacific Railroad;

THENCE, crossing the FM 1626 right-of-way and the Railroad right-of-way to the southern corner and southeastern boundary of the 0.04 acre parcel being more particularly described as Tract 19 in the Deed Without Warranty to Mountain Plum LTD in Book 2047 Page 133 of the Official Public Records of Hays County, Texas (Tax Parcel No. R134955);

THENCE, continuing along the southeastern border of the 105.188 acre tract being a portion of that 1062.87 acre tract more particularly described in Book 2047, Page 133 of the Official Public Records of Hays County, Texas (Tax Parcel Nos. R13837, R134155, and R134161);

THENCE, along the southeastern boundary of the Marketplace Ave right-of-way as described in the subdivision plat Plum Creek Phase 1 Lot 1 Block A Business Park;

THENCE, along the southeastern boundary of the 69.725 acre tract being more particularly described in the Deed Without Warranty to Mountain Plum LTD in Book 2047 Page 133 of the Official Public Records of Hays County, Texas (Tax Parcel Nos. R12691, R13408, R13851, R134156, and R134159);

THENCE, continuing along the southern and eastern borders of the lots described in Majestic Industrial Park with the east boundary also being the western right-of-way line of Kyle Crossing, and continuing along the northern boundary of lots 1 and 3 of Majestic Industrial Park, being the same as the southern boundary of Kohlers Crossing right-of-way;

THENCE, continuing along the southern right-of-way of Kohlers Crossing also being the northern boundaries of the afore-mentioned 69.725 acre parcel, Plum Creek Phase 1 Lot 1 Block A Business Park, and the afore-mentioned 105.188 acre parcel, crossing the Union Pacific railroad right-of-way to the northeast corner of Lot 1 Block A of Plum Creek Phase 1 Section 8;

THENCE, north along the western boundary of the Union Pacific Railroad right-of-way to the Kyle city limit line;

THENCE, leaving the railroad right-of-way, following the eastern and northern boundaries of the Kyle city limit line to the point where it intersects the 75 acre parcel being more particularly described in the Deed Without Warranty to Texas-Lehigh Cement Company in Book 609 Page 843 of the Official Public Records of Hays County, Texas (Tax Parcel Nos. R11237 and R127405);

THENCE, following the southern boundary of said 75 acre parcel westward to its intersection with the S FM 1626 right-of-way;

THENCE, crossing the FM 1626 right-of-way and following the western line of said right-of-way in a northerly direction to the BEGINNING for a total of 1482.9 acres, more or less.

~~THENCE, north along the western boundary of the Union Pacific Railroad right-of-way to the Kyle city limit line in the northeastern corner of the 146.736 acre tract being more particularly described in (need a deed reference, owner Mountain Plum LTD) (Tax Parcel No R109017 and R11227);~~

~~THENCE, leaving the railroad right-of-way, following the eastern and northern boundaries of the 146.736 acre parcel, crossing the FM 1626 right-of-way and following the western line of said right-of-way in a northerly direction to the BEGINNING for a total of 1482.9 acres, more or less.~~

The following is a list of Hays Central Appraisal District parcel ID numbers included in the TIRZ:

R102948, R102949, R111489, R11209, R11227, R124075, R124076, R124475, R12691, R127266, R127663, R130335, R130336, R130419, R130421, R130423, R130425, R132398, R132399, R132402, R132408, R13408, R134152, R134153, R134155, R134156, R134159, R134161, R135553, R137936, R138187, R138188, R138189, R138268, R138269, R138270, R138271, R138272, R138273, R138274, R138275, R13837, R13851, R140150, R143792, R144234, R144235, R144236, R144843, R144849, R146068, R146069, R147859, R147860, R147908, R148425, R148426, R151122, R151279, R151283, R151597, R151601, R151602, R151603, R152394, R152412, R155405, R155406, R156298, R156516, R88923, R109017, R11227, R124024, R124066, R124067, R124068, R124069, R124070, R124071, R127267, R130339, R130340, R156457, R156458, R156516, R88919, R88923, R134740. In the event of a conflict between this Exhibit and Exhibit B, Exhibit B shall control.

EXHIBIT B

Boundary Map of Tax Increment Reinvestment Zone Number 2

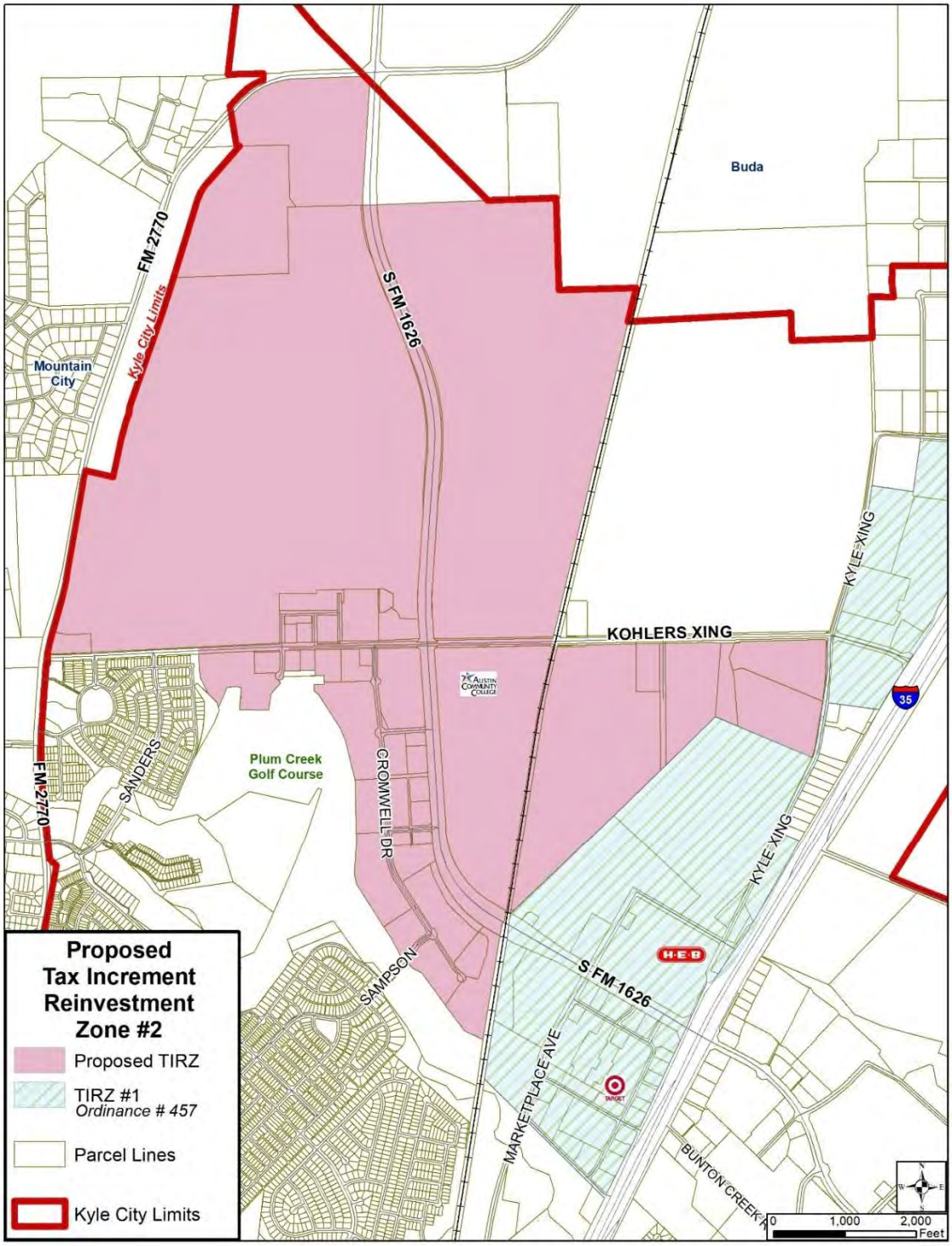


EXHIBIT C

Preliminary Project Plan and Financing Plan
Tax Increment Reinvestment Zone Number 2

Introduction

The City Council intends to exercise any authority allowed and necessary to carry out its responsibilities under Chapter 311 including the authority to:

(1) Cause project plans to be prepared, approve and implement the plans, and achieve the purpose of the plan;

(2) Acquire real property to implement project plans;

(3) Enter into agreements, including agreements with bondholders, determined by City Council to be necessary to implement project plans and to achieve their purposes; and

(4) Acquire, construct, reconstruct, or install public works, facilities or sites or other public improvements, including utilities, streets, street lights, water and sewer facilities, pedestrian malls and walkways, parks, flood and drainage facilities, or parking facilities.

No tax increment revenues shall be used to pay for and or expended for private property improvements. The tax increment revenues shall only be expended for public improvements owned by the Tax Increment Reinvestment Zone Number 2 or by the City of Kyle. As such, all facilities and infrastructure improvements eligible for funding from accumulated tax increment revenue in the Tax Increment Fund shall be located on land owned by the City of Kyle, public rights-of-way and/or public easements.

This plan is economically feasible based on the analysis of estimated captured value in Exhibit D and D-1.

The duration of the Zone is twenty (20) years, subject to early termination as provided in this City Ordinance, creating the Zone.

Public Improvements:

If it is authorized by the City Council and approved by the Board of Directors, the types of public facilities and infrastructure improvements that are eligible for funding from accumulated tax increment revenue in the Tax Increment Fund may include the following:

a. Streetscapes, landscaping, roadway, transportation, roundabouts, underground waste receptacles and other applicable associated improvements;

b. Public art including water features

c. Parks, plazas and other public realm spaces dedicated exclusively for public gatherings, community events, and community celebrations;

d. Safe pedestrian crossings including pavement lit crosswalks and underpasses;
e. Under-the-road pedestrian crossings;
f. Public parking/parking garages;
g. Public buildings and other applicable facilities;
h. Wayfinding and Signage;
i. Safety and human comfort improvements including shade structures and lighting;
j. Ambiance and space making lighting such as tree lights, free hanging strung lights;
k. Trails connecting to Uptown to other areas within Plum Creek and adjacent developments;
l. Improvements deemed appropriate by the TIRZ Board to promote economic development within Plum Creek; and
m. Other improvements that is permissible under Chapter 311 of the Texas Tax Code and approved by the City Council and the Board of Directors.

It is important to note that the Tax Increment Reinvestment Zone Number 2 is not required or obligated to pay for any of the projects listed above. All eligible public facilities and infrastructure improvements must be authorized by the City Council and approved by the Board of Directors to be eligible for cost reimbursement from the Tax Increments Fund.

Tax Rate for Calculation of Tax Increment Revenue

The annual tax increment revenue from property taxes levied by the City and any other taxing unit participating in the reinvestment zone for that year on the captured appraised value shall be based on and calculated using the total ad valorem tax rate for each participating taxing entity; to include both the operations and maintenance (M&O) tax rate component and the interest and sinking fund (I&S) tax rate component.

Tax Increment Revenue Contribution Rate

The annual tax increment revenue from property taxes levied by the City of Kyle in the Tax Increment Reinvestment Zone Number 2 and by all other participating taxing units shall be based and calculated using only fifty percent (50.0%) of the captured appraised value for that year.

Method of Financing Projects

It is the City Council's intent and expressed requirement that this Tax Increment Reinvestment Zone Number 2 created under this City Ordinance shall administer and manage the use of all accumulated tax increment revenues only on a cost reimbursement basis. Accordingly, only actual tax increment revenues received and accumulated in the Tax Increment Fund shall be used to reimburse the developer for eligible and authorized facilities and infrastructure as authorized by the City Council and the Board of Directors.

Furthermore, it is the City Council's intent and expressed requirement that only actual increment tax revenues generated based on the amount of actual captured taxable values within the Tax Increment Reinvestment Zone Number 2 as calculated pursuant to this Plan shall be the source for funding eligible facilities and infrastructure as identified and described in the Project Plan and Financing Plan attached.

This Plan includes provisions for funding eligible public facilities and infrastructure as identified and described herein based on the following funding options:

1. Application of only actual tax increment revenues received as contributions to the reinvestment zone from the City of Kyle and all other participating taxing units and only if such revenues are available free and clear of any encumbrances or obligations in the Tax Increment Fund as established for the Tax Increment Reinvestment Zone Number 2.
2. Application of debt proceeds, only if (i) the debt issuance is authorized by City Council and an exception is approved by the City Council in the form of an amendment to this Ordinance and (ii) only if the actual captured taxable appraised values within the reinvestment zone (total tax base less the tax increment base determined in Section 5 of this Ordinance) as certified by the Hays County Appraisal District can generate sufficient actual annual tax increment revenues pursuant to this Plan to cover one-hundred percent (100.0%) of the total amount of annual debt service payments, fees, and other administrative charges that will be due each year on the outstanding debt obligations.

Restrictions on the Issuance of Debt Obligations

Under this Plan, the issuance of debt to finance eligible facilities and infrastructure is strictly prohibited. The City Council, at its sole discretion, may amend this Ordinance in the future to allow for the issuance of debt to finance eligible facilities and infrastructure.

If such an amendment is passed by City Council to allow for the issuance of debt, the amended Ordinance shall mandate that the Board of Directors must obtain City Council's prior authorization for the issuance of any type of debt obligations by the Tax Increment Reinvestment Zone Number 2. The amended Ordinance must further mandate that the City Council restricts the issuance of any debt by the Board of the Tax Increment Reinvestment Zone Number 2 until such time as the amount of actual captured taxable values within the reinvestment zone (total tax base less the tax increment base determined in Section 5 of this Ordinance) as certified by the Hays County Appraisal District can generate adequate and sufficient annual increment tax revenues pursuant to this Plan to cover one-hundred percent (100.0%) of the total amount of annual debt service payments, fees, and other administrative charges that will be due each year on the outstanding debt obligations.

Prior to the City Council authorizing the issuance of debt obligations by the Tax Increment Reinvestment Zone Number 2, the City's Financial Advisor shall be required to prepare and present to City Council an independent analysis and assessment which shall include, at a minimum, (i)

actual captured taxable values within the reinvestment zone per certified valuations from Hays Appraisal District, (ii) annual increment tax revenue generated pursuant to this Plan, (iii) determine maximum amount of debt obligations that can be supported based on the actual captured taxable values as adjusted for the City's tax levy participation rate in this Plan, (iv) determine the annual debt service requirements including fees and other administrative charges, (v) determine if the amount of actual captured taxable values within the reinvestment zone can generate adequate and sufficient annual increment tax revenues pursuant to this Plan to cover one-hundred percent (100.0%) of the total amount of annual debt service payments, fees, and other administrative charges that will be due each year on the outstanding debt obligations, and (vi) based on the analysis, provide a recommendation to City Council whether it is financially viable and prudent to issue any amount of debt obligations and if viable, to recommend the maximum amount of the debt issuance.

All debt obligations, if authorized by the City Council under an amended Plan, shall only be secured by the actual captured taxable appraised values in the reinvestment zone and payable from actual increment tax revenues available free and clear of any encumbrances or obligations in the Tax Increment Fund as established for the Tax Increment Reinvestment Zone Number 2.

Current Total Appraised Value of Taxable Real Property in the Zone and Estimated Captured Appraised Value of the Zone during each year of existence is provided in Exhibits D, D-1, E, E-1, and E-2.

EXHIBIT D

Captured Assessed Taxable Value Assumptions
Tax Increment Reinvestment Zone Number 2

Year	Site/Tract Description	Primary Use	Value Added to Tax Roll on Jan 1st/Year	Estimated Incremental Taxable Value Added	Estimated Cumulative Taxable Value Added
	Base Year - 12/31/2018				
1	Estimates Provided by Momark 10-3-2018	All Tracts Within Proposed TIRZ Boundary	2019	$ -	
2	Excludes Adjustments for Inflation	Industrial, office, retail, SF, MF, & Other	2020	$ 116,525,000	$ 116,525,000
3			2021	$ 161,050,000	$ 277,575,000
4			2022	$ 71,400,000	$ 348,975,000
5			2023	$ 99,050,000	$ 448,025,000
6			2024	$ 76,050,000	$ 524,075,000
7			2025	$ 112,750,000	$ 636,825,000
8			2026	$ 72,750,000	$ 709,575,000
9			2027	$ 92,750,000	$ 802,325,000
10			2028	$ 72,750,000	$ 875,075,000
11			2029	$ 89,375,000	$ 964,450,000
12			2030	$ 41,000,000	$ 1,005,450,000
13			2031	$ 41,000,000	$ 1,046,450,000
14			2032	$ 41,000,000	$ 1,087,450,000
15			2033	$ 41,000,000	$ 1,128,450,000
16			2034	$ 41,000,000	$ 1,169,450,000
17			2035	$ -	$ 1,169,450,000
18			2036	$ -	$ 1,169,450,000
19			2037	$ -	$ 1,169,450,000
20			2038	$ -	$ 1,169,450,000
21			2039	$ -	$ 1,169,450,000
22			2040	$ -	$ 1,169,450,000
23			2041	$ -	$ 1,169,450,000
24			2042	$ -	$ 1,169,450,000
25			2043	$ -	$ 1,169,450,000
26			2044	$ -	$ 1,169,450,000
27			2045	$ -	$ 1,169,450,000
28			2046	$ -	$ 1,169,450,000
29			2047	$ -	$ 1,169,450,000
30			2048	$ -	$ 1,169,450,000
				$ 1,169,450,000	

EXHIBIT D-1

Captured Assessed Value & Tax Increment Assumptions
Tax Increment Reinvestment Zone Number 2

Year	Tax Year	Projected Captured Taxable Value	City's 2018 Tax Rate	County's 2018 Tax Rate	Projected Tax Increment Revenue		
					City's Share 50%	County's Share 50%	Projected Total
1	2019						
2	2020	$ 116,525,000	$ 0.5416	$ 0.3899	$ 315,550	$ 227,165	$ 542,715
3	2021	$ 277,575,000	$ 0.5416	$ 0.3899	$ 751,673	$ 541,132	$ 1,292,806
4	2022	$ 348,975,000	$ 0.5416	$ 0.3899	$ 945,024	$ 680,327	$ 1,625,351
5	2023	$ 448,025,000	$ 0.5416	$ 0.3899	$ 1,213,252	$ 873,425	$ 2,086,676
6	2024	$ 524,075,000	$ 0.5416	$ 0.3899	$ 1,419,195	$ 1,021,684	$ 2,440,879
7	2025	$ 636,825,000	$ 0.5416	$ 0.3899	$ 1,724,522	$ 1,241,490	$ 2,966,012
8	2026	$ 709,575,000	$ 0.5416	$ 0.3899	$ 1,921,529	$ 1,383,316	$ 3,304,846
9	2027	$ 802,325,000	$ 0.5416	$ 0.3899	$ 2,172,696	$ 1,564,133	$ 3,736,829
10	2028	$ 875,075,000	$ 0.5416	$ 0.3899	$ 2,369,703	$ 1,705,959	$ 4,075,662
11	2029	$ 964,450,000	$ 0.5416	$ 0.3899	$ 2,611,731	$ 1,880,195	$ 4,491,926
12	2030	$ 1,005,450,000	$ 0.5416	$ 0.3899	$ 2,722,759	$ 1,960,125	$ 4,682,883
13	2031	$ 1,046,450,000	$ 0.5416	$ 0.3899	$ 2,833,787	$ 2,040,054	$ 4,873,841
14	2032	$ 1,087,450,000	$ 0.5416	$ 0.3899	$ 2,944,815	$ 2,119,984	$ 5,064,798
15	2033	$ 1,128,450,000	$ 0.5416	$ 0.3899	$ 3,055,843	$ 2,199,913	$ 5,255,756
16	2034	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
17	2035	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
18	2036	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
19	2037	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
20	2038	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
21	2039	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
22	2040	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
23	2041	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
24	2042	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
25	2043	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
26	2044	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
27	2045	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
28	2046	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
29	2047	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713
30	2048	$ 1,169,450,000	$ 0.5416	$ 0.3899	$ 3,166,871	$ 2,279,843	$ 5,446,713

EXHIBIT E

2018 Base Assessed Taxable Valuations
Tax Increment Reinvestment Zone Number 2

Item #	Date AV Verified	Parcel Tax ID#	2018 Base Taxable AV	2018 Base Cumulative AV
1	10/23/2018	R102948	$ -	$ -
2	10/23/2018	R102949	$ -	$ -
3	10/23/2018	R111489	$ 290.00	$ 290.00
4	10/23/2018	R11209	$ 15,200.00	$ 15,490.00
5	10/23/2018	R124075	$ 50.00	$ 15,540.00
6	10/23/2018	R124076	$ -	$ 15,540.00
7	10/23/2018	R124475	$ 99,770.00	$ 115,310.00
8	10/23/2018	R12691	$ 2,150.00	$ 117,460.00
9	10/23/2018	R127266	$ 3,539,550.00	$ 3,657,010.00
10	10/23/2018	R127663	$ 4,860.00	$ 3,661,870.00
11	10/23/2018	R130335	$ 170,710.00	$ 3,832,580.00
12	10/23/2018	R130336	$ 280,850.00	$ 4,113,430.00
13	10/23/2018	R130419	$ 1,831,314.00	$ 5,944,744.00
14	10/23/2018	R130421	$ 2,114,628.00	$ 8,059,372.00
15	10/23/2018	R130423	$ 937,993.00	$ 8,997,365.00
16	10/23/2018	R130425	$ 1,244,440.00	$ 10,241,805.00
17	10/23/2018	R132398	$ 848,240.00	$ 11,090,045.00
18	10/23/2018	R132399	$ 1,498,720.00	$ 12,588,765.00
19	10/23/2018	R132402	$ 2,710.00	$ 12,591,475.00
20	10/23/2018	R132408	$ 24,700,000.00	$ 37,291,475.00
21	10/23/2018	R13408	$ 1,620.00	$ 37,293,095.00
22	10/23/2018	R134152	$ 1,590.00	$ 37,294,685.00
23	10/23/2018	R134153	$ 710.00	$ 37,295,395.00
24	10/23/2018	R134155	$ 920.00	$ 37,296,315.00
25	10/23/2018	R134156	$ 1,050.00	$ 37,297,365.00
26	10/23/2018	R134159	$ 1,710.00	$ 37,299,075.00
27	10/23/2018	R134161	$ 7,460.00	$ 37,306,535.00
28	10/23/2018	R135553	$ -	$ 37,306,535.00
29	10/23/2018	R137936	$ 4,863,000.00	$ 42,169,535.00
30	10/23/2018	R138187	$ 2,280,960.00	$ 44,450,495.00
31	10/23/2018	R138188	$ 9,340.00	$ 44,459,835.00
32	10/23/2018	R138189	$ 1,710.00	$ 44,461,545.00

EXHIBIT E-1

2018 Base Assessed Taxable Valuations
Tax Increment Reinvestment Zone Number 2

Item #	Date AV Verified	Parcel Tax ID#	2018 Base Taxable AV	2018 Base Cumulative AV
33	10/23/2018	R138268	$ 339,562.00	$ 44,801,107.00
34	10/23/2018	R138269	$ 339,562.00	$ 45,140,669.00
35	10/23/2018	R138270	$ 339,562.00	$ 45,480,231.00
36	10/23/2018	R138271	$ 339,562.00	$ 45,819,793.00
37	10/23/2018	R138272	$ 339,562.00	$ 46,159,355.00
38	10/23/2018	R138273	$ 339,562.00	$ 46,498,917.00
39	10/23/2018	R138274	$ 339,562.00	$ 46,838,479.00
40	10/23/2018	R138275	$ 339,562.00	$ 47,178,041.00
41	10/23/2018	R13837	$ 4,780.00	$ 47,182,821.00
42	10/23/2018	R13851	$ 550.00	$ 47,183,371.00
43	10/23/2018	R140150	$ 24,250,000.00	$ 71,433,371.00
44	10/23/2018	R143792	$ 18,369,830.00	$ 89,803,201.00
45	10/23/2018	R144234	$ 500.00	$ 89,803,701.00
46	10/23/2018	R144235	$ 500.00	$ 89,804,201.00
47	10/24/2018	R144236	$ 3,278,616.00	$ 93,082,817.00
48	10/24/2018	R144843	$ 94,870.00	$ 93,177,687.00
49	10/24/2018	R144849	$ 40.00	$ 93,177,727.00
50	10/24/2018	R146068	$ 35,230.00	$ 93,212,957.00
51	10/24/2018	R146069	$ 5,220.00	$ 93,218,177.00
52	10/24/2018	R147859	$ 690.00	$ 93,218,867.00
53	10/24/2018	R147860	$ 2,587,684.00	$ 95,806,551.00
54	10/24/2018	R147908	$ 1,890.00	$ 95,808,441.00
55	10/24/2018	R148425	$ 1,900.00	$ 95,810,341.00
56	10/24/2018	R148426	$ 390.00	$ 95,810,731.00
57	10/24/2018	R151122	$ 530.00	$ 95,811,261.00
58	10/24/2018	R151279	$ 260.00	$ 95,811,521.00
59	10/24/2018	R151283	$ 1,100.00	$ 95,812,621.00
60	10/24/2018	R151597	$ -	$ 95,812,621.00
61	10/24/2018	R151601	$ 24,931,760.00	$ 120,744,381.00
62	10/24/2018	R151602	$ 1,059,220.00	$ 121,803,601.00
63	10/24/2018	R151603	$ 130.00	$ 121,803,731.00
64	10/24/2018	R152394	$ 6,169,860.00	$ 127,973,591.00

EXHIBIT E-2

2018 Base Assessed Taxable Valuations
Tax Increment Reinvestment Zone Number 2

Item #	Date AV Verified	Parcel Tax ID#	2018 Base Taxable AV	2018 Base Cumulative AV
65	10/24/2018	R152412	$ 8,558,750.00	$ 136,532,341.00
66	10/24/2018	R155405	$ 850,920.00	$ 137,383,261.00
67	10/24/2018	R155406	$ 360.00	$ 137,383,621.00
68	10/24/2018	R156298	$ 156,820.00	$ 137,540,441.00
69	10/24/2018	R156516	$ 149,940.00	$ 137,690,381.00
70	10/24/2018	R88923	$ 1,262,130.00	$ 138,952,511.00
71	2018 Total Base Assessed Valuation:		$138,952,511.00	

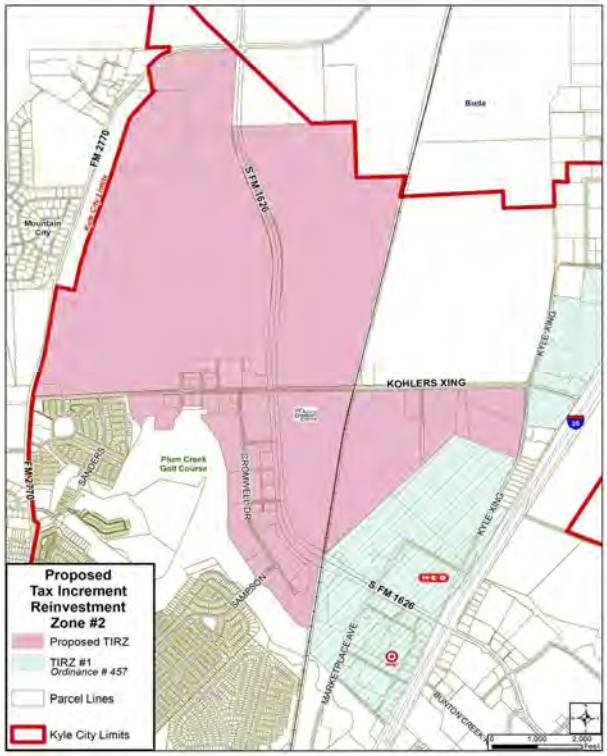
EXHIBIT F

CITY OF KYLE, TEXAS
NOTICE OF PUBLIC HEARING ON THE CREATION OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

NOTICE IS HEREBY GIVEN that the City Council of the City of Kyle, Texas will hold a Public Hearing on Tuesday, November 20, 2018, at 7:00 p.m. at the Kyle City Hall, located at 100 W. Center Street, Kyle, Texas 78640, for the purpose of receiving comments on the proposed creation of Tax Increment Reinvestment Zone Number Two under the provisions of Chapter 311 of the Texas Tax Code.

The general benefit to the City and its taxpayers of the Tax Increment Reinvestment Zone Number Two will be to increase the value of taxable properties through the development of new public and private improvements within the reinvestment zone.

The proposed Tax Increment Reinvestment Zone Number Two is comprised of approximately 1,480 acres located west of IH-35 and east of FM 2770 within Kyle city limits as depicted in the proposed boundary map below:



The legal description, boundary map, draft project and finance plan, and the draft creation Ordinance are available for public inspection in the City Secretary's office at 100 W. Center Street, Kyle, Texas 78640.

All Kyle residents and interested persons are invited to attend the public hearing to provide their comments to City Council on the proposed creation of Tax Increment Reinvestment Zone Number Two.

EXHIBIT G

TERM SHEET AS APPROVED BY CITY COUNCIL FOR DEVELOPMENT OF THE UPTOWN AREA OF PLUM CREEK

The Term Sheet, as attached hereto, outlines the conditions under which the City Council of the City of Kyle considered and created the Tax Increment Reinvestment Zone Number 2 in Kyle, Texas.

The purpose of this Term Sheet is to provide the City Manager with specific principles and parameters to negotiate a Development Agreement and/or Reimbursement Agreement between the City and the developer containing the terms and conditions outlined in the approved Term Sheet and other acceptable terms that would serve as the guiding document for all items related to the use, look, and feel of the development of the Uptown Area of Plum Creek, including all public improvements.

This Term Sheet was discussed and considered by City Council, at a public meeting held on November 20, 2018.

OUTLINE OF PROPOSED TERMS OF PLUM CREEK TIRZ

As an overall goal, the purpose of these Proposed Terms is to obtain approval of the creation of a Tax Increment Reinvestment Zone ("TIRZ") covering the undeveloped land in Plum Creek for the purposes outlined below. By creating the TIRZ now, the contemplated $100 million in expected improvements in 2019 will be captured in the TIRZ to further the goals stated below.

Plum Creek and the City contemplate that these terms set forth below will be incorporated into a TIRZ Development Agreement between the owners of the Uptown area of Plum Creek and the City of Kyle ("City"), in addition to other such terms and conditions as are appropriate and acceptable.

DRAFT VISION STATEMENT

The Uptown TIRZ aims to serve the City and its residents with a first-class town center that improves the quality of life, connects people, and becomes a destination for Kyle residents and the region.

Our Draft Mutual Goals

1. *Build a quality town center and the remainder of Plum Creek as a desirable destination for employment, housing, recreation, and entertainment.*
2. *Assist Kyle by establishing a substantial tax base that will benefit all residents of Kyle.*
3. *Establish the town center as a mechanism to attract quality employment and residential development.*
4. *Create capital improvements that promotes walkability and recreation.*
5. *Develop higher quality aesthetics, safety, human comfort, accessibility, and amenities within the public realm.*

Plum Creek understands that the City is considering the creation of a Tax Increment Reinvestment Zone (TIRZ) with all powers allowed to it by state law and its associated governing body (the "TIRZ Board") within Plum Creek for the purpose of enhancing public improvements to achieve the above-stated Mutual Goals. The funding of these improvements would likely be through Tax Increment Financing (TIF) based reimbursable tax revenues. If done correctly, the development of Plum Creek will likely be quicker and more robust than without the TIRZ, which will help to achieve the above goals.

This term sheet outlines the conditions under which the City will consider creating a TIRZ within Plum Creek. After a public hearing to receive input from Kyle residents regarding the TIRZ, assuming these terms and others as deemed appropriate, the City Council may vote to create a TIRZ. After approval of that ordinance, the Plum Creek developers and the City would negotiate a Development Agreement containing these terms, and other acceptable terms that would serve as the guiding document for all items related to use, look, feel, and public environment.

The TIRZ would be established with a Sunset Clause of twenty (20) years from its creation.

Here is a Summary of the Proposed TIRZ terms:

1. Attached as Exhibit A is a conceptual map of Uptown (approximately 38 acres) for the purposes of conversation. The area shaded in red, approximately 38 acres in size, is the "Mixed Use Area". The area shaded in blue is the "Secondary Retail Area". The remaining area of Uptown is the "Urban Residential Area". This plan has not been approved or endorsed by the City at this time, but generally includes the items of note contained within the terms. As with any plan, the market will dictate which phases of Uptown get built in what order and how fast. A "Strategic Plan" will be generated as part of the Development Agreement terms, that will outline the intended development for the upcoming five years. The Strategic Plan will be updated every two years.

2. No TIRZ money will be spent for private property improvements. Any TIRZ funds will only be expended for public improvements owned by the TIRZ or by the City of Kyle or a non-profit affiliate. The developer is already required to build certain base infrastructure as a part of the development process, therefore the amount that is eligible to be paid for by the TIRZ is the incremental difference from the base to that of the upgrades, as determined by utilizing 'add-alternate' bidding procedures. In the event there is not an alternate bid available the TIRZ board will use its best judgement in authorizing reimbursement values. It is understood that certain items such as art would be wholly reimbursable as city code does not currently require its installation. All TIRZ improvements will be located on land owned by the City of Kyle, public rights-of-way and/or public easements. If TIRZ funds are used, the Developer must commit to certain level of adjacent development in full accordance with sections 5 through 9 below. The public improvements may include (but *only as approved by* the TIRZ Board appointed by the City Council):

    a. Streetscapes, landscaping, roadway, transportation, roundabouts, underground waste receptacles and other applicable associated improvements;

b. Public art, water features; 1% of TIRZ funds dedicated to art. The Uptown developer will promote public art in the Mixed Use Area, and other appropriate areas within Uptown.

c. Parks, plazas and other public realm spaces could include a variety of uses as well as gatherings, events, and celebration;

d. Trails connecting to Uptown to other areas within Plum Creek and adjacent developments;

e. Safe pedestrian crossings such as pavement-lit crosswalks and underpasses;

f. Under-the-road pedestrian crossings;

g. Public parking/parking garages;

h. Public buildings and other applicable facilities;

i. Wayfinding and signage;

j. Safety and human comfort improvements including shade structures and lighting;

k. Ambiance and space making lighting such as tree lights, free hanging strung lights;

l. Improvements deemed appropriate by the TIRZ Board to promote economic development within Plum Creek;

m. And, any other improvement that is permissible by applicable TIRZ law and approved by the TIRZ Board.

3. All TIRZ improvements shall be approved by TIRZ Board appointed by the Kyle City Council. TIRZ funded improvements will commit the Developer to areas adjacent to the improvement being developed in accordance with the terms of this agreement.

4. All of Uptown shall be designed as an urban village, with a variety of housing and other uses to create a desirable urban environment – a destination for Kyle and surrounding area residents that appropriately balances office, retail, dining, entertainment and housing.

5. Parking garages shall be encouraged (and built wherever financially feasible) and must accommodate mixed-use parking as well as employees, but not allow for inventory storage. The City and Plum Creek acknowledge that current market conditions do not

allow for parking garages, however, the parties seek to have structured parking when and where financially feasible. Parking garages, if constructed, shall be wrapped urban product with mixed use if in the Mixed Use Area, or as much as practicable in the Secondary Retail Area or with multifamily if in the Urban Residential Area. Street level parking may be used where appropriate. In the beginning phases, parking lots will be allowed so long as at the time of site review of a ground level parking lot, there is a plan in place for when and how the space will transition to structured parking, if that becomes financially feasible.

6. Plum Creek and the City want true mixed-use in the Mixed Use Area of Uptown. To accomplish this Plum Creek and the City shall negotiate and execute a restrictive covenant covering the Mixed Use Area to accommodate the uses and design controls necessary for the TIRZ funding. No TIRZ funding shall occur without compliance with this restrictive covenant. Within that Mixed Use Area, the City and Plum Creek desire:

    a. Architecture that shall be timeless, and the primary facade material shall be brick, stone, metal and glass. Other accent elements of the façade from other quality materials shall be permitted, consistent with good design. Design criteria and guidelines shall be approved by City and will include the use of city approved materials, colors, and enhance the overall Kyle branding.

    b. Vertical mixed use shall be required in the Mixed Use Area, however, on a case by case basis, City may approve the use single-story buildings when appropriate such as:

        i. Free standing restaurants around the pond at the northwest corner of Kohlers Crossing and Kyle Parkway (1626).

        ii. In certain cases, beyond the primary east-west retail avenue of the Mixed Use Area, a single-story lifestyle retail district may be appropriate. The Domain Northside (Austin's most successful lifestyle urban center) has a showcase retail district full of shops and restaurants – the Rock Rose District. That district contains some single-story structures and is the center of the majority of retail and entertainment activity in the Domain Northside. Here are some images:

WHOLE FOODS
HomeAway
DOMAIN BLVD
NORDSTROM
ALTERRA PARKWAY
ARCHER
aloft
blackbaud

Any single-story retail – if any is approved by the City as part of the approval of the Strategic Plan implementing the TIRZ – would only be approved by consent of the City, as part of the overall mixed-use plan for the Mixed Use Area, and then only if it makes good design sense to enhance the overall mixed-use experience.

c. The Mixed Use Area shall seek true mixed-use retail that generates pedestrian activity and circulation, with uses that provide for walkable pedestrian activities, and are clustered to primary mixed use corridors to prevent fragmentation.

    i. Bottom, or street level floors shall be reserved for restaurants, retail shops, entertainment and active uses – other service retail such as cell phone stores and the like shall be limited to the second floor or higher.

    ii. Acceptable ground floor uses include:

        1. Retail
        2. Retail service establishments that generate significant foot traffic
        3. Restaurants, dining options and bars that serve food
        4. Food or entertainment incubator space
        5. Entertainment

6. Not more than two, small bank lobbies (ie lobby access on the ground floor and basic teller atm access with remaining offices and services located above the first floor) may occupy ground floor retail, but not at an intersection of two streets (i.e., mid-block only).

iii. Acceptable second floor or higher uses could include:
    1. All uses above, plus:
    2. Bars where more than 50% of revenues are alcohol sales
    3. Retail or Service that do not generate significant foot traffic
    4. Professional Services
    5. Office space
    6. Office incubator space
    7. Activated roof/green roof space
    8. Residential

iv. All restaurants along the primary retail street in the Mixed Use Area will incorporate shade – either in the form of a shaded front patio seating and/or a shaded activated roof seating area and/or other approved shade design.

v. First floor uses will commit to standardized operating hours as a minimum to support the lifestyle retail strategy of staying open as long as practicable, with a goal of 9:00 p.m.

vi. The vision statement seeks to prohibit uses that do not promote pedestrian activity or would detract from the Urban Uptown environment. Such uses are listed in Exhibit B, but will likely expand upon more careful consideration and negotiation with Plum Creek and the City. Exhibit B will serve as a model for the use restriction table for new PUD zoning for the Uptown Urban district.

d. The Secondary Retail Area, is an area that would have likely been residential, but has been identified by the City and Developer as a possible location to expand the footprint of the Mixed Use Area beyond what would normally be justified by the size of the development. The Developer is open to this desire and will commit to developing the area identified in Exhibit A as the 'Secondary Retail Area' last, giving the market time to see if the Mixed Use Area could stretch up North Cromwell. If the Developer desires to use TIRZ funds for improvements up North Cromwell in the Secondary Retail Area, then the Developer will commit to having this area as an expanded Mixed Use Area. Corner retail only would not suffice for the use of TIRZ funds, but this area may make sense to incorporate some of the single story lifestyle users such as referenced in Section 6.B.ii above. The Developer feels that if either or both of the following items were to occur, it would dramatically increase the likelihood of this conversion from residential to an expanded Mixed Use Area:

i. Develop the soccer fields on the northern terminus of Cromwell into a right sized regional soccer complex that is programmed and able to attract users from the region and beyond year-round, thereby creating synergy on North Cromwell. This may require partnering between the Plum Creek Residential Owner and the Developer to reallocate the detention area into a regional detention structure east of Kyle Parkway. Should this happen, funds should not be double-dipped from both the TIRZ and any future Residential PID. This should not be interpreted as a prohibition for both the TIRZ and any future Residential PID to participate in the improvements, just that the same improvements can't be counted twice, once for each district.
ii. The placement of a convention center with hotel in the Secondary Retail Area.

e. Developer shall include public art, sculptures, water features, fountains and landscaped and structured shade.

f. The Urban Uptown district shall be in a commercial property owners' association. The owner(s) of the Uptown development shall be responsible for, among other things (either directly through a management company or through the property owners' association) and such obligation formalized through a License and Use agreement with the City and other methods to ensure that the association levies sufficient assessments to pay for the maintenance obligations:
    i. common area and open space maintenance, irrigation, upkeep and beautification
    ii. maintenance of public art
    iii. upkeep of fountains, shade structures
    iv. replacement of all landscaping that dies or underperforms and hardscapes with like materials in a timely fashion unless the same species or material cannot be used.
    v. pedestrian canopy trees and sidewalks
    vi. pedestrian scaled lighting, ambiance lighting, holiday lighting, tree lighting and all decorative poles and signs
    vii. cleaning of sidewalks
    viii. street litter and organic pickup

g. All streets with funding by the TIRZ in Uptown will have city approved designs, including right-of-way widths, cross sections showing the pedestrian and bicycle improvements, hardscapes and landscaping.

    i. Design shall include the main thoroughfares terminating in a vista or view shed highlighting a city facility, park, public art or prominent element such as an architectural piece or water feature, as approved.

ii. All streets within Uptown will be pedestrian-oriented, promoting walkability and, where applicable, bicycle use. Some streets will be limited to pedestrian use only (i.e. pedestrian boulevards, plazas) and will be cobblestone, brick, paving or other City-approved landscape material.

iii. In addition, within the Mixed Use Area, the street designs will show public landscaping improvements and public art in accordance with City-approved landscaping and public art criteria.

iv. Pedestrian design shall enhance access from beyond the Uptown district, including pulling from other corners of Kyle Parkway and Kohlers, including specific consideration for pedestrian tie ins with ACC and Area 9/10.

v. All roads and pedestrian ways will have planted and irrigated canopy trees. The Uptown Urban district will only include trees from an approved tree species list.

vi. Main thoroughfares will have street trees wired for lights, and all street trees will be lit/wrapped with string lights during the applicable holidays.

vii. Modern roundabouts that accommodate pedestrian traffic will be favored over four-way intersections for main thoroughfares in the Uptown district, where applicable, and as approved.

7. TIRZ money may be expended only if the tax value supporting the TIRZ expenditure exists – no future tax value shall be used to support any TIRZ expenditures. As determined by the TIRZ board, expenditures may be expended in several ways:

    a. The developer may expend the funds needed to create the approved TIRZ improvements and be reimbursed by the TIRZ according to applicable law.

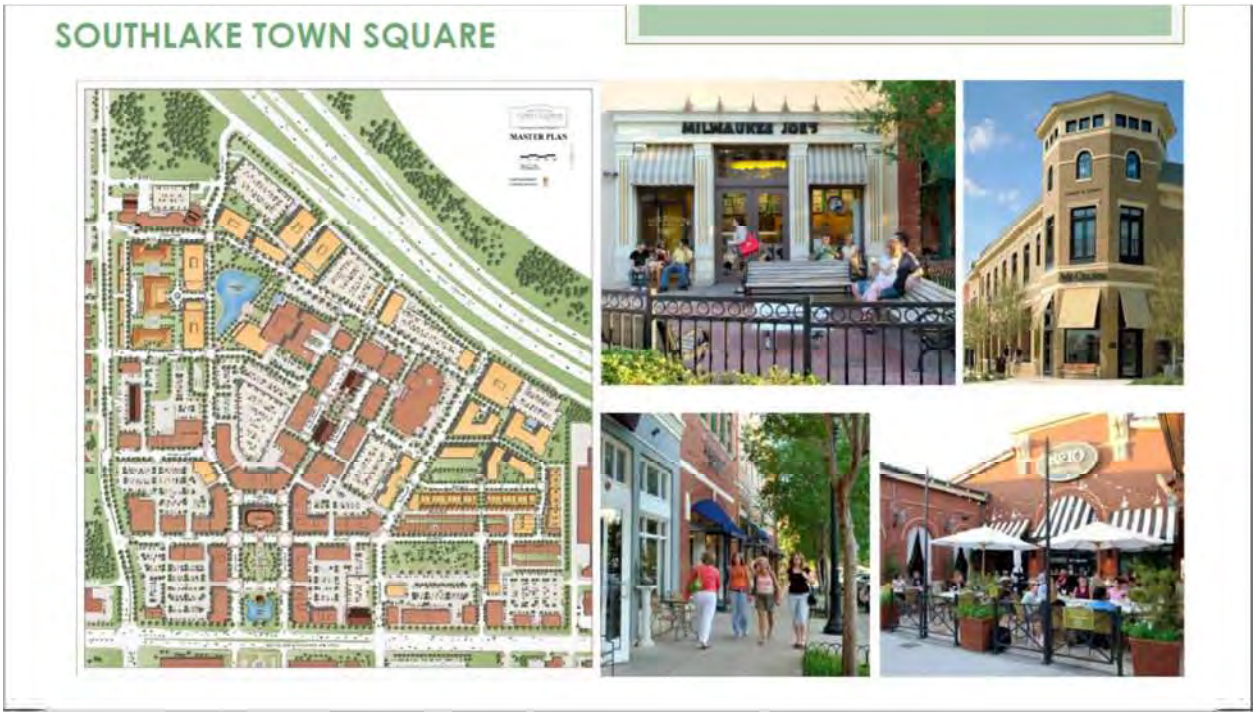
    b. The TIRZ may elect at its discretion to fund appropriate planning, design, and engineering work;

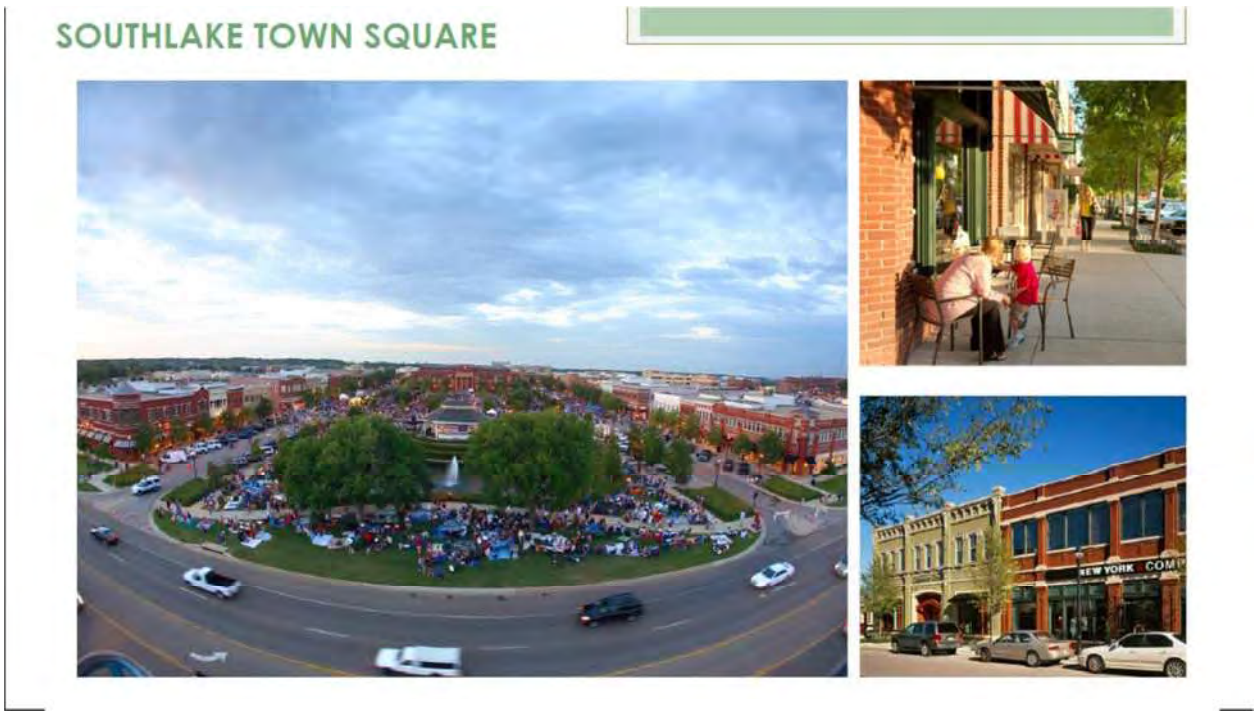
    c. The TIRZ may elect at its discretion to fund directly approved TIRZ improvements that have been properly bid according to applicable law.

8. Pursuant to an existing agreement between the City and Plum Creek, 17 acres shall be dedicated within Plum Creek for public use which may include: convention center (convertible space to sports/theatre/concert) with attached hotel, municipal facilities, children's library, incubator space (food, tech, arts), sports venue, entertainment venues, central town square park, river concept, parking structures, museums, performing art

centers, entrepreneur centers, municipal facilities, stadiums, zoos, carousel/Ferris wheel, music venues and enhanced public activated streetscapes.

9. The following graphical examples are found to be mostly in adherence to these terms and should serve as examples of the type of look and feel both parties plan to accomplish:





SOUTHLAKE TOWN SQUARE

FIREWHEEL TOWN CENTER

WEST VILLAGE

STARBUCKS COFFEE

Exhibit A

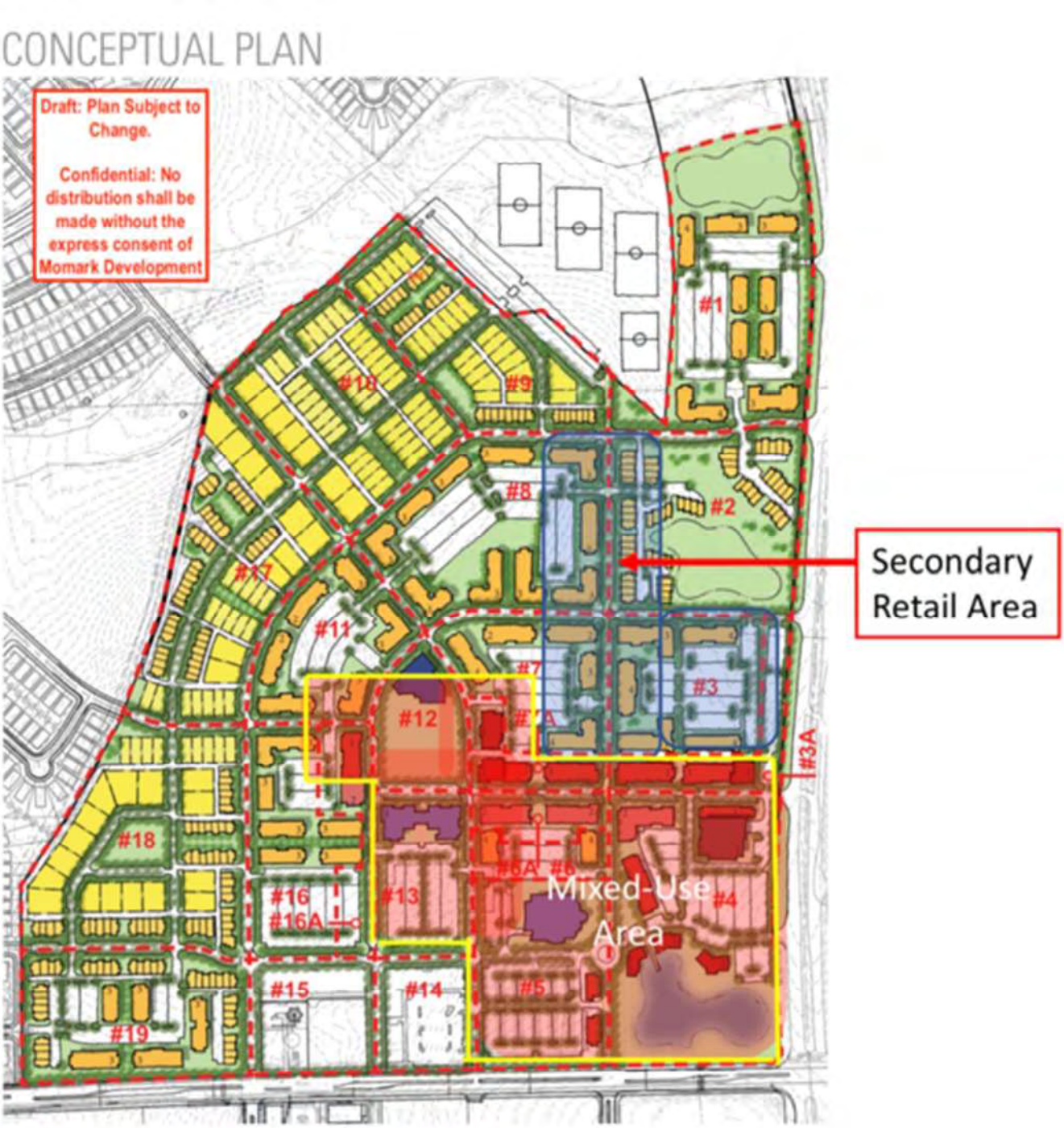

CONCEPTUAL PLAN
Draft: Plan Subject to Change.
Confidential: No distribution shall be made without the express consent of Momark Development
#1
#2
#3
#3A
#4
#5
#6
#6A
#7
#7A
#8
#9
#10
#11
#12
#13
#14
#15
#16
#16A
#17
#18
#19
Secondary Retail Area
Mixed-Use Area

EXHIBIT B PROHIBITED USES

Prohibited uses: Adult entertainment; Auto body repair shops; Automotive car wash; Automotive parts stores; Automotive service centers; Bank lobbies/bank branches (except as permitted above; Boat sales establishments; Building, electrical, or plumbing contractors; Building material sales with outdoor storage; Equipment rental, sales, or service (including heavy equipment, farm equipment, bulldozers, backhoes forklifts, cranes, etc.); Emissions inspection stations;; Funeral homes or mausoleums; Heavy equipment and farm equipment sales and service, and truck rental; Lawnmower repair shops; Liquor stores (except as may be permitted in the Development Agreement); Log-splitting and storage lots; Manufactured homes; Mattress stores, Mobile home or mobile building leasing or sales lots; Machine or welding shops; Mini-warehouse facilities; New and used automobile sales and/or rental with outside storage of inventory; Pawn shops; Pest control businesses that store toxic chemicals on site; Payday Loans; Recovered materials processing; Motels that provide outside entries to individual units; Outdoor sales except via vendor permits; Outdoor storage of inventory; Self-service laundries that are principal uses; Self-storage; Tattoo parlors; Taxidermists; Yard trimmings composting; Veterinarians or animal services with overnight boarding.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a dedication of approximately 211 square feet of Right of Way in Sunset Canyon, Section Five; and to adopt a resolution related to the County's use of that Right of Way.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 14, 2019	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

This "spike strip" of property acts as a divider between the end of Oak Meadow Drive in the Sunset Canyon subdivision and new development within the Headwaters Subdivision. Utilizing this spike strip as an additional point of emergency ingress and egress would enhance public safety and welfare, particularly during local disasters. The attached resolution clarifies when this gated emergency entrance/exit could be opened as a continuous access point for public transportation.

RESOLUTION REGARDING USE OF PROPERTY
LOCATED AT THE END OF OAK MEADOW DRIVE IN PRECINCT 4 OR HAYS COUNTY

WHEREAS, portions of the Headwaters subdivision and the Sunset Canyon subdivision have only one point of ingress and egress for public access; and,

WHEREAS, Hays County, by way of its development regulations, has emphasized the importance of multiple points of ingress and egress for public access, to facilitate emergency response and/or mobility; and,

WHEREAS, Oak Meadow Drive, within the Sunset Canyon subdivision, terminates merely feet from a roadway within the Headwaters subdivision, separated by a 211 square foot parcel of land.

WHEREAS, the owners of the approximately 211 square foot parcel of land at the end of Oak Meadow Drive have expressed a willingness to convey said parcel to Hays County, as a dedication of Right of Way; and,

WHEREAS, Hays County intends to utilize said parcel only as a gated point emergency ingress and egress, until the establishment of a public school in the Headwaters subdivision dictates a mobility need to open this Right of Way for continuous ingress and egress; and

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

1) The approximately 211 square foot parcel at the end of Oak Meadow Drive (the "Property"), being a portion of Sunset Canyon, Section Five, a survey of which is attached hereto as Exhibit "A", is hereby accepted as public Right of Way by Hays County;

2) The Property is dedicated as Right of Way for public access, subject to the following conditions:

- **a.** The Property shall be utilized only as a gated point of emergency ingress and egress, which shall be kept locked during non-emergency times, until Hays County makes a determination to open the point of ingress and egress for continuous use under Section 2)b, below;
- **b.** The Property's use for continuous public transportation needs (and ungated) shall be formally reviewed by Hays County if, as, and when a public school is constructed and opened within the Headwaters Subdivision, at which time Hays County shall make a determination regarding continuous public use only after considering the following:
  - **i.** traffic impact of continuous use within both subdivisions,
  - **ii.** standards and specifications of roadways connecting to this point of ingress/egress
  - **iii.** the ability of roadways within both subdivisions to accommodate the traffic impact of continuous use; and

This Resolution shall take effect immediately without reconsideration.

ADOPTED by the Hays County Commissioners on this the 14th day of May, 2019.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1

_____
Mark Jones
Hays County Commissioner, Pct. 3

_____
Lon A. Shell
Hays County Commissioner, Pct. 2

_____
Walt Smith
Hays County Commissioner, Pct. 4

ATTEST:

_____
Elaine Cardenas
Hays County Clerk

DEDICATION OF RIGHT-OF-WAY
(Street Deed)

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS	§	

H.P. PRESSLER JR., TRUSTEE, AND TOWNES G. PRESSLER AND H. PAUL PRESSLER III, SUCCESSOR TRUSTEES OF THE E.E. TOWNES TRUST NO. 2; MARY TOWNES LEE AND KAREN LEE AIDMAN, SUCCESSOR TRUSTEES OF THE E.E. TOWNES TRUST NO. 3; AND JOHN CHARLES TOWNES IV, INDIVIDUALLY AND AS SUCCESSOR INDEPENDENT CO-ADMINISTRATOR OF THE ESTATE OF AILEEN COPLEY TOWNES, SUSAN TOWNES PARKER, INDIVIDUALLY AND AS SUCCESSOR INDEPENDENT CO-ADMINISTRATOR OF THE ESTATE OF AILEEN COPLEY TOWNES, AND DONNA LOU TOWNES, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF MICHAEL WILLIAM TOWNES ("collectively, Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration **HAYS COUNTY, TEXAS** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee, the following real property ("Property"):

> Being all of that certain tract or parcel of land containing 211 square feet, more or less, situated in the H. Brashe Survey, Abstract No. 58, Hays County, Texas, same being a portion of SUNSET CANYON SECTION FIVE, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 284 of the Plat Records of Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" (to be furnished).and being more particularly described by metes and bounds in Exhibit "A", attached hereto.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its heirs, executors, administrators, successors and assigns forever. The Property is conveyed subject to all valid and presently existing recorded encumbrances on the Property, but only to the extent they apply to the Property. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantor but not otherwise.

Executed and effective on _____, 2019.

GRANTOR:

E.E. TOWNES TRUST NO. 2

By: _____
H.P. Pressler Jr., Trustee

By: _____
Townes G. Pressler, Successor Trustee

By: _____
H. Paul Pressler III, Successor Trustee

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by H.P. Pressler Jr., before me on this, the _____ day of _____, 2019, as Trustee of the E.E. Townes Trust No. 2.

[SEAL]

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by Townes G. Pressler, before me on this, the _____ day of _____, 2019, as Successor Trustee of the E.E. Townes Trust No. 2.

[SEAL]

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by H. Paul Pressler III, before me on this, the _____ day of _____, 2019, as Successor Trustee of the E.E. Townes Trust No. 2.

[SEAL]

_____
Notary Public, State of Texas

E.E. TOWNES TRUST NO. 3

By: _____
Mary Townes Lee, Successor Trustee

By: _____
Karen Lee Aidman, Successor Trustee

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by Mary Townes Lee, before me on this, the _____ day of _____, 2019, as Successor Trustee of the E.E. Townes Trust No. 3.

[SEAL]

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by Karen Lee Aidman, before me on this, the _____ day of _____, 2019, as Successor Trustee of the E.E. Townes Trust No. 3.

[SEAL]

_____
Notary Public, State of Texas

ESTATE OF AILEEN COPLEY TOWNES

By: _____
John Charles Townes IV, Successor Independent Co-Administrator

By: _____
Susan Townes Parker, Successor Independent Co-Administrator

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by John Charles Townes IV, before me on this, the _____ day of _____, 2019, as Successor Independent Co-Administrator of Estate of Aileen Copley Townes.

[SEAL]

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by Susan Townes Parker, before me on this, the _____ day of _____, 2019, as Successor Independent Co-Administrator of Estate of Aileen Copley Townes.

[SEAL]

_____
Notary Public, State of Texas

JOHN CHARLES TOWNES

By: _____
John Charles Townes

SUSAN TOWNES PARKER

By: _____
Susan Townes Parker

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by John Charles Townes, before me on this, the _____ day of _____, 2019.

[SEAL]

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by Susan Townes Parker, before me on this, the _____ day of _____, 2019.

[SEAL]

_____
Notary Public, State of Texas

ESTATE OF MICHAEL WILLIAM TOWNES

By: _____
Donna Lou Townes, Independent Executrix

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed by Donna Lou Townes, before me on this, the _____ day of _____, 2019, as Independent Executrix of the Estate of Michael William Townes.

[SEAL]

_____
Notary Public, State of Texas

After Recording Return to:

McLean & Howard, LLP
Attn. William P. McLean
901 S. Mopac Expressway
Bldg. II, Suite 225
Austin, Texas 78746

Exhibit A

DESCRIPTION OF A 211 SQUARE FOOT TRACT, PREPARED BY DELTA SURVEY GROUP, INC. IN JANUARY 2019, LOCATED IN THE H. BRASHE SURVEY, ABSTRACT 58 IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 499.8735 ACRE TRACT CONVEYED TO JACKSON CO., DESCRIBED IN VOLUME 472, PAGE 324-330 DEED RECORDS, HAYS COUNTY, TEXAS, SAID 211 SQUARE FOOT TRACT BEING SHOWN AS DETAIL "A" ON PAGE 235 OF THE SUNSET CANYON SECTION FIVE (AMENDED) SUBDIVISION PLAT RECORDED IN VOLUME 4, PAGE 233, PLAT RECORDS, HAYS COUNTY, TEXAS, AND ALSO AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in a southeast line of a remainder of a called 1035.74 acre tract conveyed to WFC Headwaters, described in Document Number 2014-14000136, Official Public Records, Hays County, Texas, same being the northwest corner of Lot 899 of said Sunset Canyon Section V, and also being a southwest corner of a remainder portion of said 499.8735 acre tract;

THENCE with an east line of said remainder of 1035.74 acres tract, same being a west line of said remainder portion of said 499.8735 acre tract, N28°31'36"E a distance of 60.02 feet to a ½ inch iron rod found for the southwest corner of Lot 866 of said Sunset Canyon Section V;

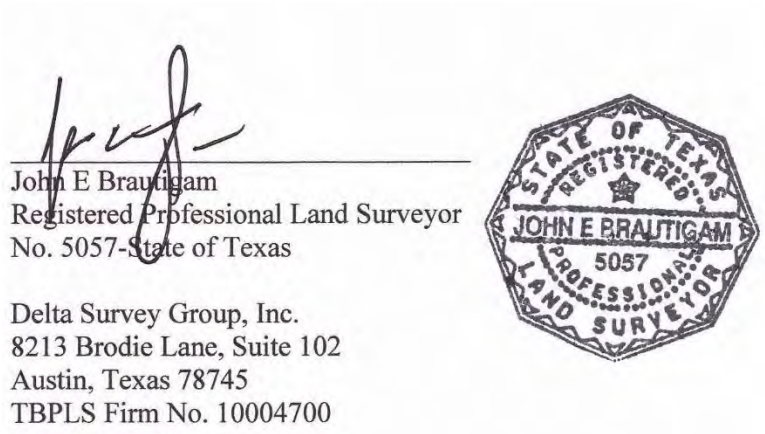
THENCE leaving said common line and with a south line of said Lot 866, same being a north line of said remainder portion of 499.8735 acre tract, S61°18'09"E a distance of 9.03 feet to a ½ inch iron rod with cap found in the northwest terminus of the Oak Meadow Drive right-of-way (ROW) (ROW 60'), same being a south corner of said Lot 866, and also being the northeast corner of said remainder portion of 499.8735 acres tract;

THENCE with the east line of said remainder portion of 499.8735 acres tract, same being the northwest terminus of said Oak Meadows Drive, with the arc of a curve to the left an arc distance of 62.81 feet, through a central angle of 59°58'30", having a radius of 60.00 feet, and whose chord bears S28°40'21"W, a distance of 59.98 feet to a ½ inch iron rod found for a north corner of said Lot 899, same being the southeast corner of said remainder portion of 499.8735 acres tract;

THENCE leaving the northwest terminus of said Oak Meadow Drive with a north line of said Lot 899, same being the south line of said remainder portion of 475.8735 acres tract, N61°34'08"W a distance of 8.88 feet to the **POINT OF BEGINNING** and containing 211 square feet of land, more or less.

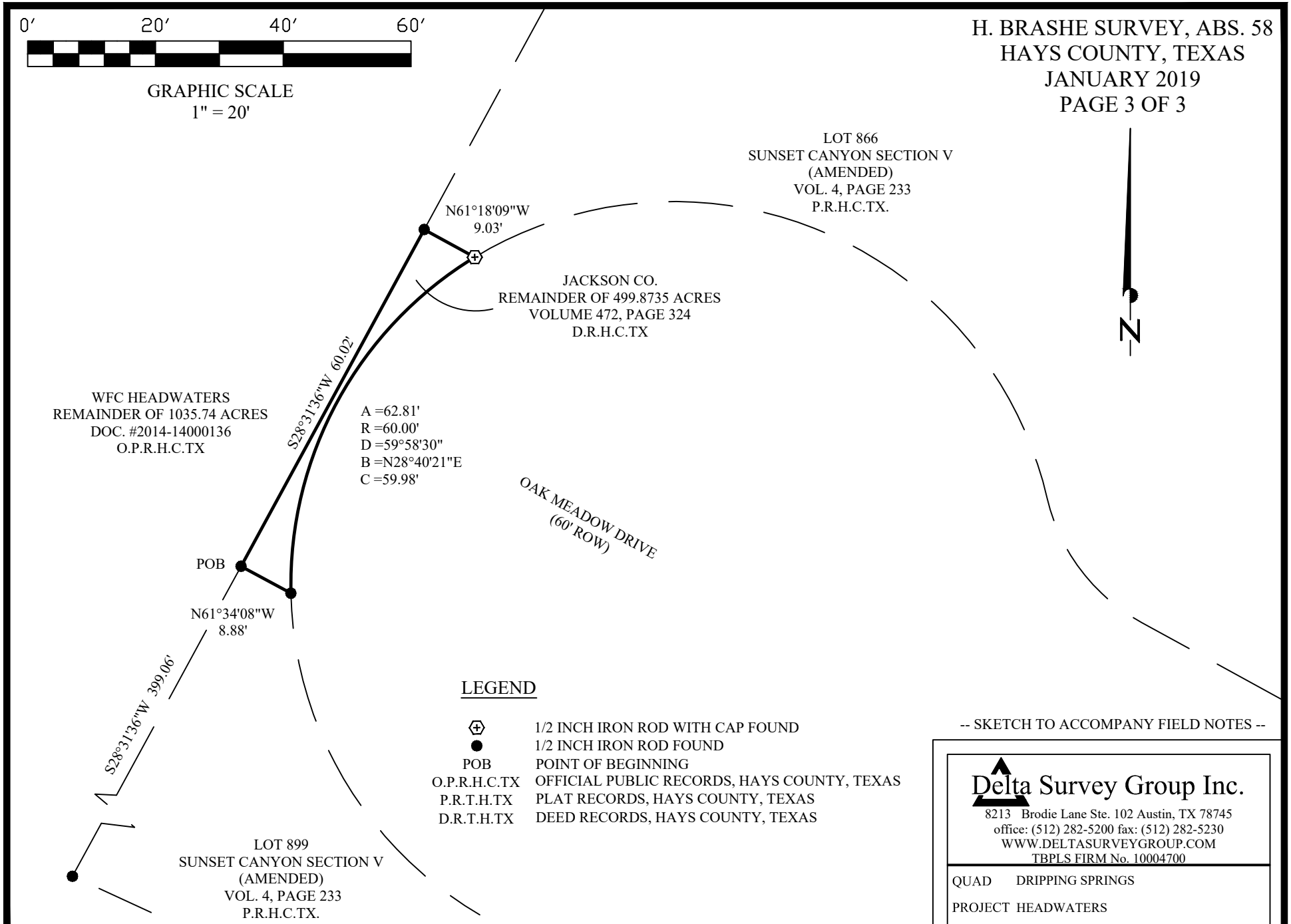
BEARING BASIS: Texas State Plane Coordinate System, South Central Zone, NAD83/CORS

Date: 01-14-19



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700



ALL POINTS ARE CALCULATED UNLESS OTHERWISE NOTED.
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE /NAD83/CORS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and update related to the 2016 Road Bond issuance timeline.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 14, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

The County Financial Advisor will present a timeline related to future bond issuances.

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

248 Addie Roy Rd
Suite B-103
Austin, Texas 78746
Phone: 512.275.7300
dan@spubfin.com

Hays County, Texas
Unlimited Tax Bonds, Series 2019 ("Bonds")

Timeline of Events – Negotiated Sale

Tuesday, May 14, 2019*	• Commissioners' Court receives an update from SPFI on the Bond issuance timeline. • Commissioners' Court receives update on underwriting RFQs and designates a priority pool to be used for future negotiated sales.
Tuesday, June 4, 2019*	• Commissioners' Court considers a Parameters/Delegation Order authorizing the sale of the Bonds.
Week of June 10 or 24 or July 1, 2019	• Bond Rating Conference Calls.
Thursday, July 11, 2019	• S&P and Fitch assign bond ratings.
Monday, July 15, 2019	• Preliminary Official Statement (POS) is electronically distributed by SPFI to underwriters.
Week of July 22, 2019	• Pricing. Bonds are sold through negotiated sale. Bonds are awarded based on parameters established by Commissioners' Court.
Wednesday, August 14, 2019	• Closing. Bonds are delivered and proceeds distributed.

* Requires Official Commissioners' Court Meeting.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Big Hat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 14, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.