Commissioners Court September 15, 2020
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 **15th day of September 2020**, 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	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. **BECERRA**

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 the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4	7	Authorize On-Site Sewage Facility Permit for an apartment building and a 3-bedroom cabin located at 956 Hart Ln, Dripping Springs, Texas 78620. **SMITH/STRICKLAND**
5	8-15	Authorize Building Maintenance to utilize donated funds for the remodel of the Hays County Child Protective Board (HCCPB) Rainbow Room located on Broadway Street in San Marcos and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
6	16-36	Approve Utility Permits. **JONES/BORCHERDING**
7	37-38	Authorize the County Judge to execute a $59,589.82 Proposal with The Move Team for moving services for various Sheriff, Dispatch and Emergency Services offices relocating to the new Public Safety Building and amend the budget accordingly. **INGALSBE/CUTLER**
8	39-43	Authorize the Hays County Office of General Counsel to submit a letter of termination to First Response Solutions, LLC pursuant to the Agreement of Services between Hays County and First Response Solutions, LLC in relation to the management of hazardous material. **SHELL/MIKE JONES**
9	44-55	Authorize the County Judge to execute Interlocal Cooperation Agreements between Hays County and Burnet County for Jail Services and between Hays County and Caldwell County for Jail Services related to the housing and care of Hays County inmates. **JONES/CUTLER**
10	56-89	Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of $7,667.11. **JONES/T.CRUMLEY**
11	90	Authorize payment to Enterprise FM Trust for the Constable Pct. 3 Office related to Vehicle Equipment and Installation in which no purchase order was issued as required per County Purchasing Policy. **SHELL/MONTAGUE**
12	91-94	Ratify the execution of an Equipment Rental Agreement with Clifford Power Systems for the Juvenile Detention Center related to a 300kVA Generator rental and amend the budget accordingly. **INGALSBE/LITTLEJOHN**
13	95-100	Approve Joint Election Agreements for jurisdictions contracting with Hays County Elections for the November 3, 2020 General Election. **JONES/ANDERSON**

ACTION ITEMS

ROADS

14	101	Discussion and possible to approve the selection of Garver Engineering for drainage, roadway alignment, and environmental studies and recommendations at Sentinel Peak Preserve and authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**
15	102-108	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of $1,028,339.75 for Trails at Windy Hill, Phase Two Subdivision (Bond # 41420699). **JONES/BORCHERDING**
16	109-116	Discussion and possible action to award contract for IFB 2020-B14 Lime Kiln Road Improvements to Capital Excavation, Co. **SMITH/SHELL/BORCHERDING**

MISCELLANEOUS

17	117-118	Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020. **BECERRA**
18	119-124	Discussion and possible action to authorize the County Judge to execute a Funding Agreement between Hays County and the City of Kyle regarding funding towards the Emergency Cash Assistance Program (ECAP). **JONES**
19	125-128	Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy. **INGALSBE/MILLER**
20	129-131	Discussion and possible action to authorize the County Judge to execute a First Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). **INGALSBE/LITTLEJOHN**
21	132-133	Discussion and possible action to adopt a Resolution related to the creation of a Hays County Onion Creek Watershed Technical Group. **JONES/STRICKLAND**
22	134	Discussion with possible action to fund a temporary position to aid elections administration with overall 2020 election. **BECERRA**
23	135-144	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Independence Title to provide closing services for the HUD funded Community Development Block Grant Disaster Relief (CDBG-DR) Housing Program. **JONES/T.CRUMLEY**

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.

24	145	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**
25	146	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court. **INGALSBE/SHELL**
26	147	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel regarding the Parks and Open Space Bond Proposition on the November 3, 2020 ballot; and consultation with counsel and deliberation regarding the purchase, exchange, lease or value of real property regarding Parks and Open Space within Hays County. Possible discussion and/or action may follow in Open Court. **SHELL**

STANDING AGENDA ITEMS

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

27	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA**
28	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

29	Discussion of issues related to the Hays County Census program including updates from Jessica Mejia. **BECERRA**
30	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**
31	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. **SHELL**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 11th day of September, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	September 15, 2020	

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

Information will be presented during Court.

AGENDA ITEM REQUEST FORM

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Tuesdays at 9:00 AM

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AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	

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 United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	

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

Authorize On-Site Sewage Facility Permit for an apartment building and a 3-bedroom cabin located at 956 Hart Ln, Dripping Springs, Texas 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SMITH	N/A

SUMMARY

Jon Britton Hancock is proposing an OSSF to serve an apartment building and a 3-bedroom cabin. This 10.00-acre tract of land will be served by a private well.
The system designer, Erin Banks, P.E., has designed a standard treatment system. After treatment, the effluent will be dispersed via drip irrigation for a maximum daily rate of 1440 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Building Maintenance to utilize donated funds for the remodel of the Hays County Child Protective Board (HCCPB) Rainbow Room located on Broadway Street in San Marcos and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	$30,536

LINE ITEM NUMBER

001-695-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The HCCPB has received additional donated funds to be used for phase 2 of the Rainbow Room remodel project and an additional $513 to cover shortages under phase 1 of the project. The Building Maintenance Department has received quotes and would like to move forward with the phase 2 renovations utilizing these donated funds. Signage will be done by Sign-Arts, electrical work will be performed by CT Electric, gate locking systems will be provided by Sullivan Contracting Services, HVAC work will be completed by SI Mechanical, and the remodel work of the storage building will be done by The Fence Lady.

Attachments;
$20,263.03 - The Fence Lady Quote #1699 (Choice Partners Contract #18/029JN-14)
$1,333.00 - Sign-Art Quote #1160
$3,369.48 - SI Mechanical Quote (County HVAC Contract IFB 2017-B06)
$2,736.54 - Sullivan Contracting Services Proposal 620098 (Choice Partners Contract #18/029JN-13)
$2,320.00 - CT Electric Quote #292 (County Electrical Contract RFP 2018-P10)

Budget Amendment:
Increase Capital Contributions - 001-695-98-354.4614 - $30,536
Increase Misc Capital Improvements - 001-695-98-354.5741 - $30,536

Office (830)372-3812 / Fax (830)401-5888
PO BOX 2610 Seguin,TX 78156
www.scs-tx.com

SULLIVAN CONTRACTING SERVICES

PROPOSAL

Choice Partners Contract #: 18/029JN-13

Send to: Hays County
712 Stagecoach Rd.
San Marcos, TX 78666
Attn: Chris Deichmann

Phone: 512.393.7659
Job # : 620098
Email: chris.deichmann@co.hays.tx.us
Job Name: Gate Lockset - CP

9/4/2020

Labor and materials to complete the following project:

Job Description

- Provide and install (2) panic locksets (ECL-230D EXT GTDECL230DPH) as discussed.
- Provide and install 1/8" clear acrylic plexiglass on (2) gates.
- Paint plexiglass black on both sides before installed.
- Mechanically fasten plexiglass to gates.

Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above.

Exclude: After Hours, Structural Design/Fees, Electrical, HVAC, Plumbing, Fire Sprinkler /Alarm, Permitting, Testing, any items not listed above.

CostWorks Base	$3,219.46
85% Coeff	$2,736.54
Owner Contingency	$0.00
Sub Total	$2,736.54
Bond	$0.00
PROJECT TOTAL	**$2,736.54** *Plus applicable sales tax*

Respectfully submitted,

Shayne Henricksen

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and/or specifications submitted in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon WRITTEN orders and will become an extra charge

Johnny Homann

DBA CT. ELECTRIC
PO BOX 1185
LOCKHART, TX 78644

Estimate

Date	Estimate #
8/27/2020	292

Name / Address
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Tx 78666

Project
rainbow Room Rem...

Item	Description	Qty	Rate	Total
Journeyman	SOW for Hays Rainbow Storage Remodel: - add 4 new 2 x 2 LED Flat Panel Remodel Kits - rewire existing light fixture by Front Entrance where light is to be removed - Relocate plugs and data where new door is going - any relocated or added electrical devices will have new wire pulled.	20	55.00	1,100.00
Materials	Receptacle, Lights, conduit, wire, boxes	1	1,220.00	1,220.00
		Total		$2,320.00

MECHANICAL, LLC

Estimate

August 28, 2020

TACLA00045892C
M-40866

To: Hays County - Old WIC

Attn: Chirs Deichmann & Lisa Griffin

Re: Replace Grilles and Buckets

0 ....**Model#**
0 ....**Serial#**
0 ....**Unit#**

We propose to install the HVAC and/or PLUMBING WORK as outlined in the scope of work below.

Labor	Hours	Rate	Materials & Tools		Subcontractors	
Tech(s).....	16	$85.00	Materials.....	$839.58	Rental(s)....	$0.00
Hepler(s).....	16	$60.00	Markup per contract.....	25%	Crane.....	$0.00
Total.....		$2,320.00	**Total**.....	$1,049.48	**Total**.....	$0.00

HVAC/Plumbing Work: **$3,369.48**

Tax 8.25% **$0.00**

Total Price **$3,369.48**

Scope of Work:

1. Furnish and install: (7) 10x6 Bucket w/Grilles, (1) 12x6 Bucket w/Grille, (1) 10x10 Bucket w/Grille, (2) 8x4 Bucket w/Grille, (8) Bags of Flex, (3) Buckets of Dict Sealer.
2. Lock-out, Tag-out & Deenergize energy source.
3. Remove existing buckets, grilles and flex duct.
4. Install new equipment above.
5. Check operation.
6. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No painting of duct or anything else.

Note: No other repairs are in this proposal other then listed above.

Please authorize this repair; no parts have not been ordered. Parts will be ordered once the repairs are authorized. After receiving parts the repair can be scheduled.

Sincerely,

Josh Abbott
Service Department
Office# 512-593-6001 ext. 103
Cell# 512-423-2970

Signed: _____

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

This proposal is conditional upon the following terms and conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. SI Mechanical, LLC does not accept consequencial damages or liquidated damges unless agreed to in writing.

Talk to Lisa / Vickie?

SIGN-ARTS
205 Cheatham
San Marcos, TX 78666 US

Estimate

ADDRESS
HAYS COUNTY
SAN MARCOS, TX

SHIP TO
FACILITIES MAINTENANCE
CHRIS DEICHMANN
512-393-7659

ESTIMATE #	DATE
1160	08/06/2020

ACTIVITY	QTY	RATE	AMOUNT
Signage SIGNAGE FOR HAYS COUNTY REMME RAINBOW ROOM	1	0.00	0.00T
Signage ONE SINGLE-SIDED 3'X 8'X 3/16" WHITE POLYCARBON SIGN FACE WITH CUSTOMERS GRAPHICS APPLIED	1	290.00	290.00T
Signage ONE SINGLE-SIDED 30"X 120" X 3/16" WHITE POLYCARBON SIGN FACE WITH CUSTOMERS GRAPHICS APPLIED	1	325.00	325.00T
Signage TWO 4'X 4'X 3 mm DIEBOND MATERIAL PRINTED WITH CUSTOMERS ART	2	110.00	220.00T
Installation INSTALLATION CHARGE	1	498.00	498.00T

SUBTOTAL	1,333.00
TAX (0%)	0.00
TOTAL	**$1,333.00**

Accepted By

Accepted Date

TFL INC. THE FENCE LADY

104 KENDALL RIDGE
BOERNE, TX 78015

Estimate

Date	Estimate #
8/27/2020	1699

Name / Address
Hays Rainbow Center Storage Remodel 712 S. Stagecoach Trail San Marcos, TX 78666

P.O. No.	Project
18/029JN-14	

Item	Description	Qty	Amount	Cost	Markup	Total
general co...	SOW for The Rainbow Room Storage Building Remodel: Demo: - VCT flooring and Cove Base - Demo 12 foot of wall from floor to ceiling - demo door and door frame - demo sheetrock for 2 new door openings Buildback: - add sheetrock to walls and ceiling where wall was removed - install two doors and frames - install hardware for doors and stops for all doors in space - build new gypsum ceiling in back room (current room had no ceiling) - patch and fill all damages on walls - Tape, float and paint the entire space to include the ceilings - paint all doors and frames including existing - prep floors - add LVT Tile Flooring to the entire space with the Bay Area and side work room - add Cove Base throughout - please note the toilet will need to be removed and reset for the LVT Flooring install.	1	20,263.03	20,263.03		20,263.03
				Total		

Signature

Phone #	E-mail	Web Site
830-822-1822	RDEAN1473@AOL.COM	www.thefencelady.com

TFL INC. THE FENCE LADY

104 KENDALL RIDGE
BOERNE, TX 78015

Estimate

Date	Estimate #
8/27/2020	1699

Name / Address
Hays Rainbow Center Storage Remodel 712 S. Stagecoach Trail San Marcos, TX 78666

P.O. No.	Project
18/029JN-14	

Item	Description	Qty	Amount	Cost	Markup	Total
	- Daily Clean up and Haul off of Debris					
				Total		$20,263.03

Signature _____

Phone #	E-mail	Web Site
830-822-1822	RDEAN1473@AOL.COM	www.thefencelady.com

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	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Permit #:	Road Name:	Utility Company:
1190	Cotton Gin Road(Trenching & Boring)	County Line SUD(Water)
TRN-2020-3817-UTL	Windy Hill Rd. & Hatters Cove(Overhead)	Grande Communications(Fiber Optic)
TRN-2020-3818-UTL	Hillside Terrace & Old Goforth Rd.(Overhead)	Grande Communications(Fiber Optic)

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

***Notification must be given IN WRITING at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.**
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work

Approval of Utility **Permit # 1190**

Application Date: September 4, 2020

Commissioner Court Approval Date: September 15, 2020

Utility Company Info:
- Name: County Line SUD
- Address:
- Phone: (512) 738-2073
- Contact: Daniel R. Heideman, GM

Engineer/Contractor Info:
- Name: Southwest Engineers, Inc.
- Address: 307 Saint Lawrence Street Gonzales, Tx. 78629
- Phone: (830) 672-7546
- Contact: Jeff Kallus, P.E.
-

Type of Utility Service: **Water**

Road Name(s): Cotton Gin Road (Trenching & Boring)
Subdivision:
Pct. #: 2

This is for the Cotton Gin Road Project. County Line SUD proposes to relocate a 12in Water line along Cotton Gin Road and install a 12in and 4in Water main within the ROW of Cotton Gin Road.

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: 9/4/2020

******AS OF JANUARY 1, 2020 UTILITY PERMIT REQUESTS WILL HAVE AN APPLICATION FEE******

Formal notice is hereby given that:

Utility Company County Line SUD proposes to place a water line within County Right-of-Way of Cotton Gin Road with contractor TBD as follows:

(give location, length, general design, etc.) The project will consist of a 12" water line within easements but will include service crossings and a 12" and 4" water main crossings within the county ROW.

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 Transportation Dept. (HCTD), 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 HCTD 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 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 HCTD 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 9th day of September, 20 20.

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 Southwest Engineers

By (Print) Jeffrey Kallus, P.E.

Signature [signature]

Title Project Engineer for County Line SUD

Address 307 St. Lawrence
Gonzales, TX 78629

Phone 830-672-7546

Approved by Hays County Transportation Department

[signature] Permit Coordinator 9/9/20

Signature Title Date

January 1, 2020

CONSTRUCTION DRAWINGS
FOR

COUNTY LINE SPECIAL UTILITY DISTRICT (SUD)

COTTON GIN RD. W.L. RELOCATION

HAYS COUNTY, TEXAS

SEPTEMBER 2020

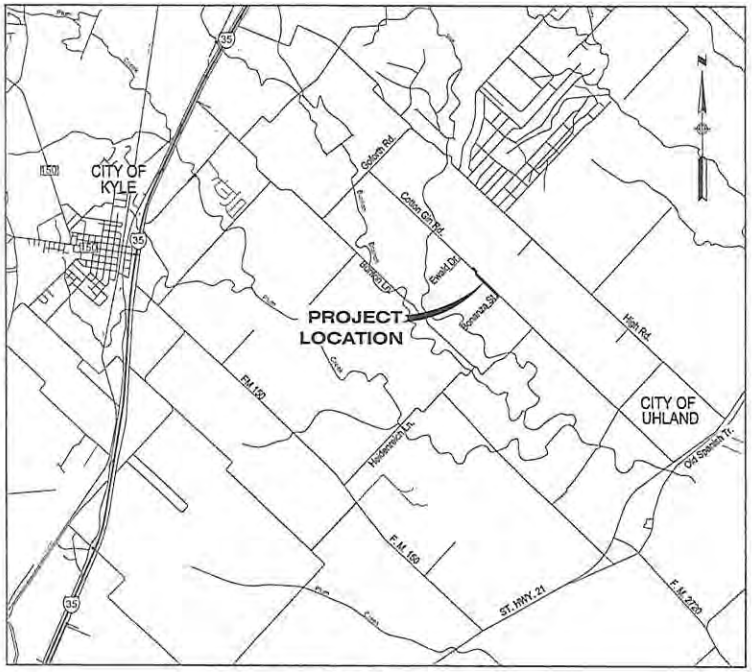
SWE PROJECT NO: 0017-067-20

COUNTY LINE SUD CONTACT

DANIEL HEIDEMAN, GENERAL MANAGER (512) 398-4748

NOTES:

1. ALL UTILITY LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR SHALL CALL "ONE CALL SYSTEM OF TEXAS", 1 (800) 545-6005, PRIOR TO CONSTRUCTION FOR LOCATION OF ALL UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT THE CONTRACTOR'S EXPENSE WHETHER THE UTILITY IS SHOWN ON THE PLANS OR NOT.
2. CAUTION, OVERHEAD ELECTRIC LINES ARE LOCATED THROUGHOUT THE PROJECT. CONTACT ELECTRIC SERVICE PROVIDER FOR LINE INSULATION AND PROTECTION REQUIREMENTS.
3. ALL D.I. FITTINGS REQUIRE EBAA MEGALUG RESTRAINTS.
4. ALL METAL PIPE, FITTINGS, VALVES, RESTRAINTS, AND ACCESSORIES SHALL BE WRAPPED WITH 3 LAYERS OF STANDARD 8-MIL POLYETHYLENE OR 4-MIL CROSS LAMINATED POLYETHYLENE AND SEALED IN ACCORDANCE WITH AWWA C-105. THE WRAP SHALL BE SECURED WITH SUITABLE POLYETHYLENE TAPE.
5. SEE GENERAL CONSTRUCTION NOTES ON SHEET MD-1.



VICINITY MAP
SCALE : NONE

DRAWING INDEX

SHEET#	DRAWING#	DESCRIPTION
1.	--	COVER
2.	WL-1	WATER LINE RELOCATION
3.	MD-1	MISCELLANEOUS DETAILS
4.	MD-2	MISCELLANEOUS DETAILS

Southwest Engineers
TBPE NO. F-4909
www.swengineers.com

HEADQUARTERS
[illegible]

CENTRAL TEXAS
[illegible]

NO.	DATE	REVISION	APP. BY

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFF J. KALLUS, P.E. #112091 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS · JEFF J. KALLUS · 112091 · LICENSED · PROFESSIONAL ENGINEER

APPROVED BY: [signature] 9/3/2020
JEFF J. KALLUS, P.E. DATE

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2020-09-15 .

Utility Company Information:

Name: Grande Communications
Address: TX
Phone: 5122203252
Contact Name: Jim Reed

Engineer / Contractor Information:

Name: S & S Cable
Address: TX
Phone: 5122725033
Contact Name: Troy Sylvester

Hays County Information:

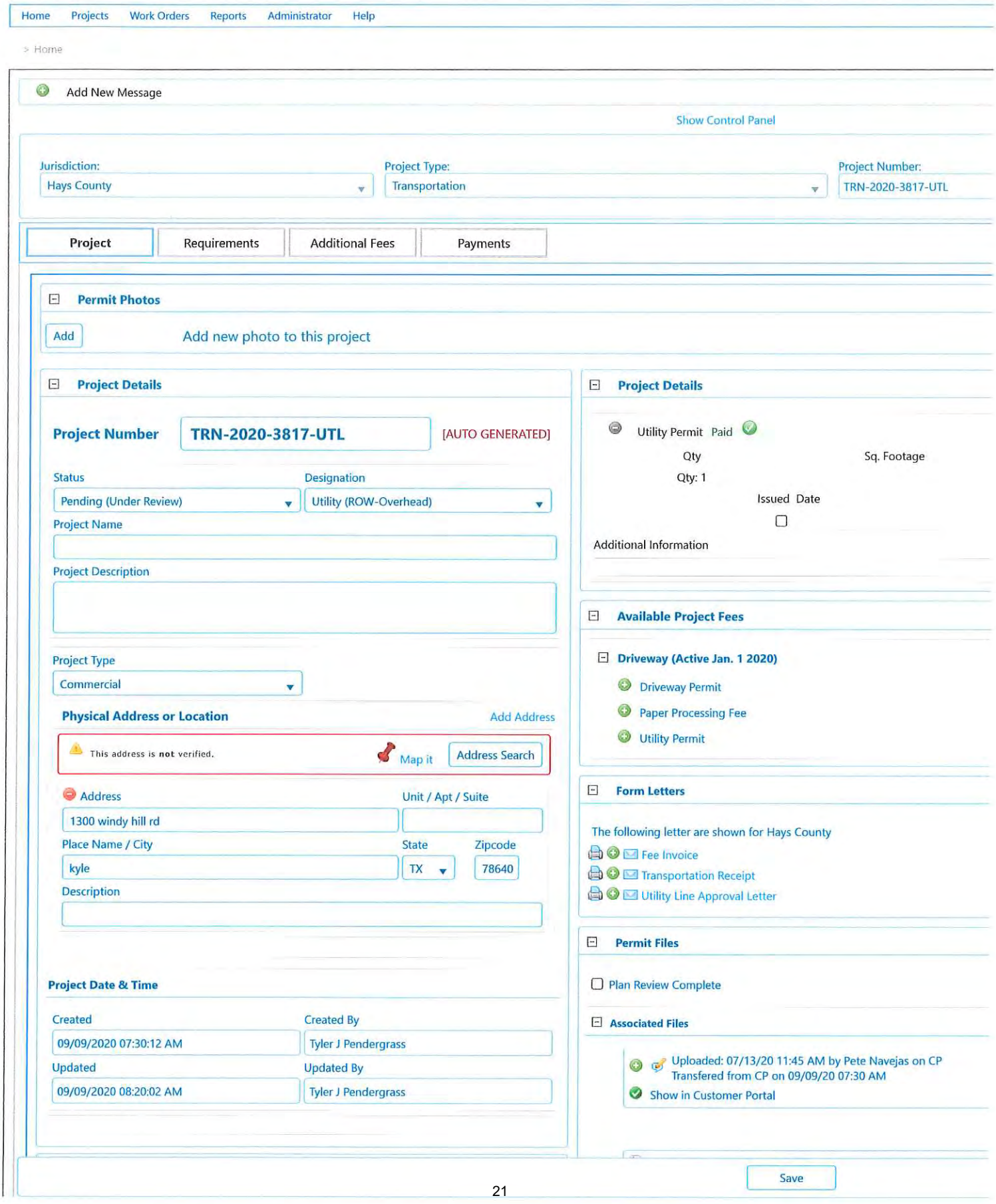
Utility Permit Number: TRN-2020-3817-UTL
Type of Utility Service: Will be installing 144ct fiber Cable overhead on Existing PEC Poles starting near Dacy Lane and head down Windy Hill Road Crossing Over the road 2 times then it will run down Hatters Cove back around to Windy Hill Road and continue stopping Before FM 2001
Project Description:
Road Name(s): Windy Hill Rd, Hatters Cove, , , , , ,
Subdivision:
Commissioner Precinct: 2

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

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on 9/15/2020.

Tyler Reed — Permit Coordinator — 09/09/2020

Signature | Title | Date


Home
Projects
Work Orders
Reports
Administrator
Help
> Home
Add New Message
Show Control Panel
Jurisdiction:
Hays County
Project Type:
Transportation
Project Number:
TRN-2020-3817-UTL
Project
Requirements
Additional Fees
Payments
Permit Photos
Add
Add new photo to this project
Project Details
Project Number
TRN-2020-3817-UTL
[AUTO GENERATED]
Status
Pending (Under Review)
Designation
Utility (ROW-Overhead)
Project Name
Project Description
Project Type
Commercial
Physical Address or Location
Add Address
This address is not verified.
Map it
Address Search
Address
1300 windy hill rd
Unit / Apt / Suite
Place Name / City
kyle
State
TX
Zipcode
78640
Description
Project Date & Time
Created
09/09/2020 07:30:12 AM
Created By
Tyler J Pendergrass
Updated
09/09/2020 08:20:02 AM
Updated By
Tyler J Pendergrass
Project Details
Utility Permit Paid
Qty
Qty: 1
Sq. Footage
Issued Date
Additional Information
Available Project Fees
Driveway (Active Jan. 1 2020)
Driveway Permit
Paper Processing Fee
Utility Permit
Form Letters
The following letter are shown for Hays County
Fee Invoice
Transportation Receipt
Utility Line Approval Letter
Permit Files
Plan Review Complete
Associated Files
Uploaded: 07/13/20 11:45 AM by Pete Navejas on CP
Transfered from CP on 09/09/20 07:30 AM
Show in Customer Portal
Save

Add Contact Delete Mode On Global Save

Owner

Contact
Business Name: LJA
First Name: David Last Name: Simmons Suffix: - Select -

Details

Mailing Address

Address: 7500 Rialto Blvd City: Austin State: TX Zip: 78735

Web Site

Email: utilities@lja.com Notify ☑
Cell Phone: (512) 797-4319 ☑
Home Phone: ☐
Office Phone: ext: ☐

Notes

Copy this information to the [ ] section Copy

Applicant

Contact
Business Name: LJA Engineering
First Name: Pete Last Name: Navejas Suffix: - Select -

Details

Mailing Address

Address: City: Austin State: TX Zip:

Web Site

Email: utilities@lja.com Notify ☐
Cell Phone: (512) 731-3192 ☐
Home Phone: (512) 439-4746 ☐
Office Phone: (512) 439-4721 ext: ☐

Notes

Copy this information to the [ ] section Copy

Contractor

Contact
Business Name

Transfered from CP on 09/09/20 07:30 AM
Show in Customer Portal

TRN-2020-3817-UTL-Google earth image.gif 650.4 kb
Uploaded: 07/13/20 11:45 AM by Pete Navejas on CP
Transfered from CP on 09/09/20 07:30 AM
Show in Customer Portal

TRN-2020-3817-UTL-0067711(B)_PART 1_EMERSON AT BUDA.
Uploaded: 07/13/20 11:45 AM by Pete Navejas on CP
Transfered from CP on 09/09/20 07:30 AM

Manage Customer

Work Orders (refresh)

Scheduled Date View | Category Grouped View

Create 3'rd Party Inspection

Facility Design Access

Add Access

Permit Relationships

Search
Project Number Project Name

Save

Troy | Sylvester | - Select -

Details

Mailing Address

Address | City | State | Zip

TX

Web Site

Email | Notify

Cell Phone (512) 272-5033

Home Phone

Office Phone ext

Notes

Copy this information to the section Copy

Designated Contact Go Top

Contact

Business Name

LJA Engineering

First Name | Last Name | Suffix

Pete | Navejas | - Select -

Details

Mailing Address

Address | City | State | Zip

Austin | TX

Web Site

Email | Notify

utilities@lja.com

Cell Phone (512) 731-3192

Home Phone (512) 439-4746

Office Phone (512) 439-4721 ext

Notes

Copy this information to the section Copy

Utility Company Go Top

Contact

Business Name

Grande Communications

First Name | Last Name | Suffix

Jim | Reed | - Select -

Details

Mailing Address

Address | City | State | Zip

TX

Save

Web Site

Email | Notify

Jim.reed@mygrande.com ☑

Cell Phone (512) 220-3252 ☐

Home Phone ☐

Office Phone ext ☐

Notes

Copy this information to the [ ] section Copy

Project Information

Location Information | Utility Spec Info | Spec Information

Utility Line Information

Issued Date	9/15/2020
What is the type of line being installed?	Will be installing 144ct fiber Cable overhead on Exi
What type of cut(s) will you be using?	☐ Boring ☐ Trenching ☑ Overhead ☐ N/A
Will you be utilizing overhead installation?	Yes
What is the overall length of line being installed?	
What is the proposed date on construction?	9/15/2020
- R.O.W. Location: County Road Name 1	Windy Hill Rd
County Road Name 2	Hatters Cove
County Road Name 3	
County Road Name 4	
County Road Name 5	
State Road Name 1	
State Road Name 2	
State Road Name 3	

Project Comments

Start New Thread

Type All Types

Search: Search Reset

Export to PDF

Date and Time Commented	Comment Type	Action Type	Commented By
09/09/20 07:30 AM	Private	Municipality	Tyler Pendergrass Reply

Save

Date and Time Commented	Comment Type	Action Type	Commented By

Customer Portal Application Note:
County Road Name 1: Windy Hill Rd
County Road Name 2: Hatters Cove
County Road Name 3 :
County Road Name 4:
County Road Name 5 :
State Road Name 1:
State Road Name 2:
State Road Name 3:
Commissioner Precinct: 2
Commissioner Name: Beth Smith
Located in City ETJ?: Yes
City Name: Kyle
Project Description:
Grande Communications to use S&S cable to overlash/newbuild a 144ct fiber on existing PEC pole line starting at pole 343879 near Dacy Ln and Windy Hill rd. going east. At Hatters Cove they will go east and continue on Hatters back to Windy Hill Rd and stop at pole 304531 before FM 2001. They will use a standard bucket truck 20x8. Plan sheets, TCP's and google aerial shot are included to show area of work.
Owner's / Applicant's Certification:
Please Type Initials Here: DS

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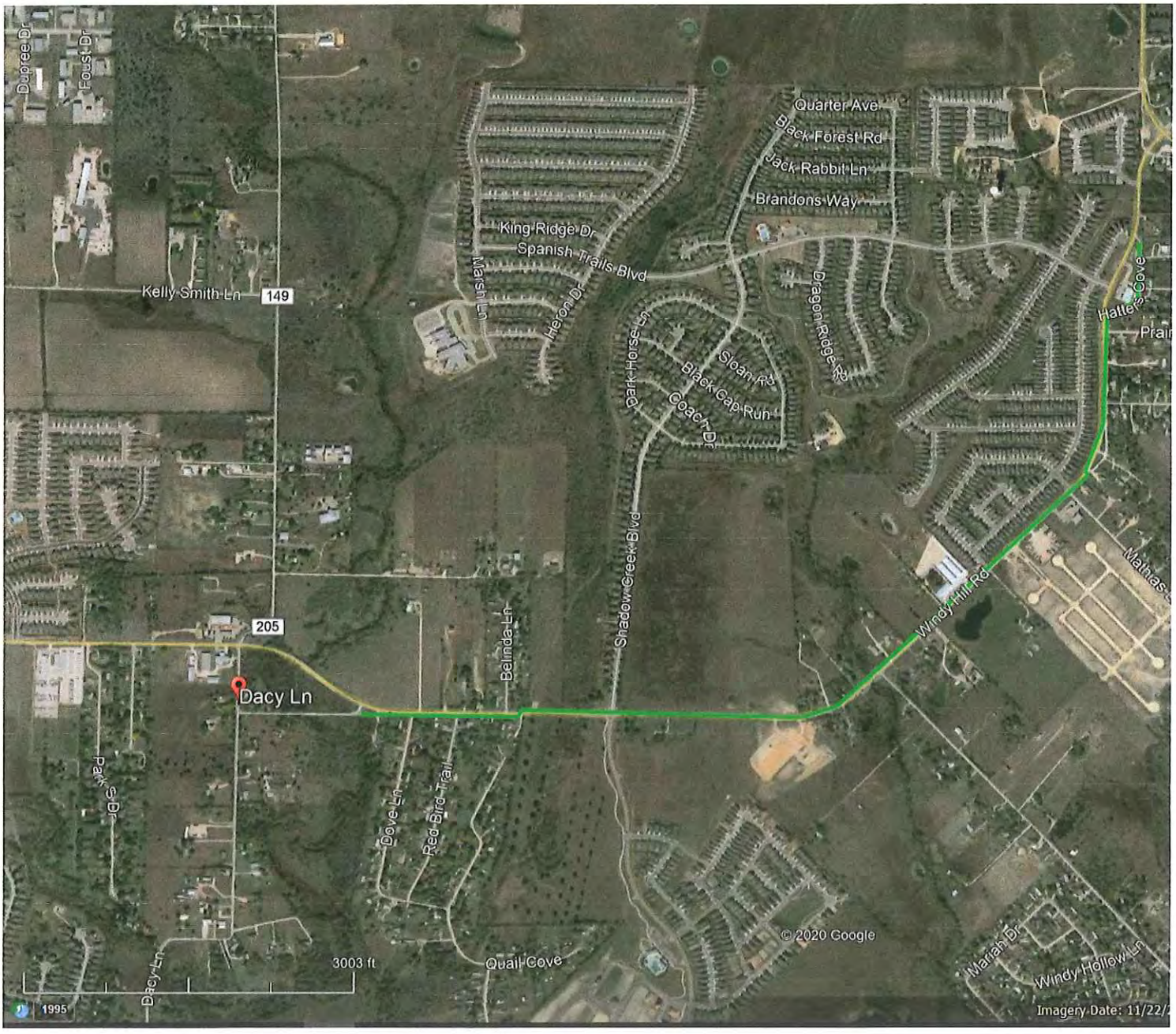
Save


Dupree Dr
Foust Dr
Quarter Ave
Black Forest Rd
Jack Rabbit Ln
Brandons Way
King Ridge Dr
Spanish Trails Blvd
Kelly Smith Ln
149
Marsh Ln
Heron Dr
Dark Horse Ln
Dragon Ridge Rd
Sloan Rd
Black Cap Run
Coach Dr
Hatters Cove
Shadow Creek Blvd
Windy Hill Rd
205
Belinda Ln
Dacy Ln
Park S Dr
Dove Ln
Red Bird Trail
© 2020 Google
3003 ft
Quail Cove
Mariah Dr
Windy Hollow Ln
1995
Imagery Date: 11/22/

SHEET INDEX:

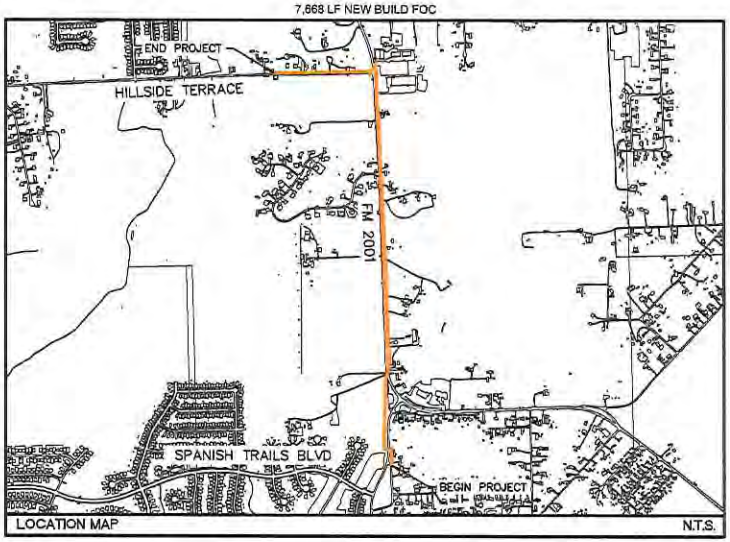
GENERAL
1. COVER SHEET

AERIAL UTILITY PLAN
2. AERIAL UTILITY PLAN
3. AERIAL UTILITY PLAN
4. AERIAL UTILITY PLAN

GRANDE COMMUNICATIONS®

GRANDE COMMUNICATIONS
0067711(B) - PART 2
THE EMERSON AT BUDA - E7
AERIAL IMPROVEMENTS

7,668 LF NEW BUILD FOC



LOCATION MAP N.T.S.

PROJECT INFORMATION:

STREET ADDRESS:
3190 WINDY HILL RD
BUDA, TEXAS 78610

OWNER:
JETT HENDRIX
GRANDE COMMUNICATIONS
13505 BURNET RD
AUSTIN, TX 78727
JETT.HENDRIX@MYGRANDE.COM
512-878-5767

CONTACT:
SOL MARIE ADAMS, EIT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
SADAMS@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

7500 RIALTO BLVD, STE 100
AUSTIN, TEXAS 78735
(512) 439-4758
TBPE FIRM REGISTRATION: F-1386

CONTACT:
BRIAN YOUNG, PE
PHONE:
(512) 439-4731

Hays County Transportation Department
2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 9/15/2020 .

Utility Company Information:

Name: Grande Communications
Address: TX
Phone: 5122203252
Contact Name: Jim Reed

Engineer / Contractor Information:

Name: S & S Cable
Address: TX
Phone: 5122725033
Contact Name: Troy Sylvester

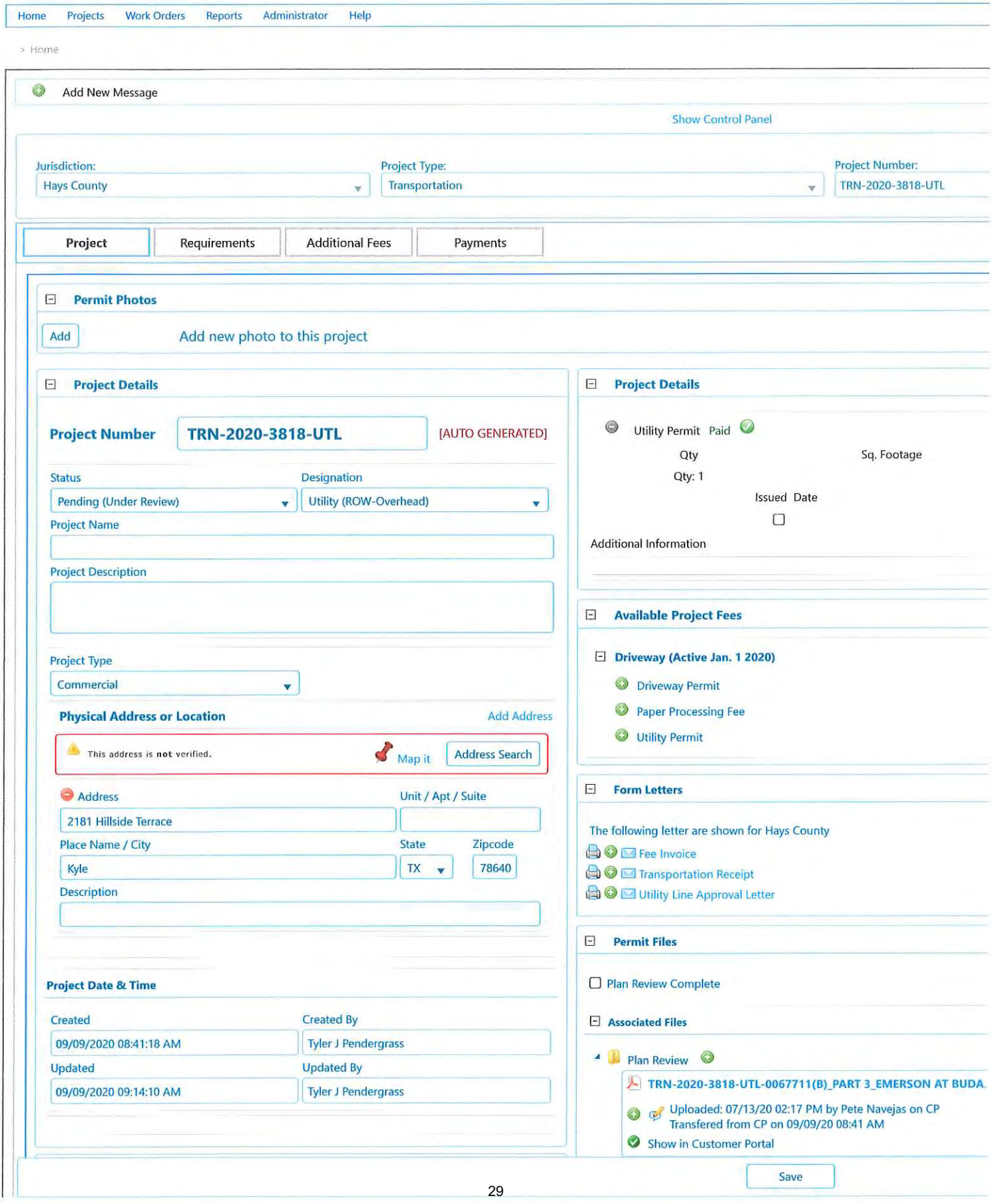
Hays County Information:

Utility Permit Number: TRN-2020-3818-UTL
Type of Utility Service: Will be installing 144ct fiber optic cable Overhead on existing PEC poles Starting at the intersection of FM 2001 and Hillside Terrace and will run up Hillside Terrace crossing over Old Goforth Road and Continue down Old Goforth Road ending at the corner of Stone Crest Blvd.
Project Description:
Road Name(s): Hillside Terrace, Old Goforth Rd, , , , , ,
Subdivision:
Commissioner Precinct: 2

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

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on 9/15/2020.

Permit Coordinator 09/09/2020


Home
Projects
Work Orders
Reports
Administrator
Help
Home
Add New Message
Show Control Panel
Jurisdiction:
Hays County
Project Type:
Transportation
Project Number:
TRN-2020-3818-UTL
Project
Requirements
Additional Fees
Payments
Permit Photos
Add
Add new photo to this project
Project Details
Project Number
TRN-2020-3818-UTL
[AUTO GENERATED]
Status
Pending (Under Review)
Designation
Utility (ROW-Overhead)
Project Name
Project Description
Project Type
Commercial
Physical Address or Location
Add Address
This address is not verified.
Map it
Address Search
Address
2181 Hillside Terrace
Unit / Apt / Suite
Place Name / City
Kyle
State
TX
Zipcode
78640
Description
Project Date & Time
Created
09/09/2020 08:41:18 AM
Created By
Tyler J Pendergrass
Updated
09/09/2020 09:14:10 AM
Updated By
Tyler J Pendergrass
Project Details
Utility Permit Paid
Qty
Qty: 1
Sq. Footage
Issued Date
Additional Information
Available Project Fees
Driveway (Active Jan. 1 2020)
Driveway Permit
Paper Processing Fee
Utility Permit
Form Letters
The following letter are shown for Hays County
Fee Invoice
Transportation Receipt
Utility Line Approval Letter
Permit Files
Plan Review Complete
Associated Files
Plan Review
TRN-2020-3818-UTL-0067711(B)_PART 3_EMERSON AT BUDA.
Uploaded: 07/13/20 02:17 PM by Pete Navejas on CP
Transfered from CP on 09/09/20 08:41 AM
Show in Customer Portal
Save

Add Contact

Delete Mode: On Global Save

Owner

Contact

Business Name: LJA

First Name: David | Last Name: Simmons | Suffix: - Select -

Details

Mailing Address

Address: 7500 Rialto Blvd | City: Austin | State: TX | Zip: 78735

Web Site:

Email: Utilities@lja.com | Notify: ☑

Cell Phone: (512) 797-4319 ☑

Home Phone: ☐

Office Phone: ext ☐

Notes:

Copy this information to the [ ] section Copy

Applicant

Contact

Business Name: LJA Engineering

First Name: Pete | Last Name: Navejas | Suffix: - Select -

Details

Mailing Address

Address: | City: Austin | State: TX | Zip:

Web Site:

Email: utilities@lja.com | Notify: ☐

Cell Phone: (512) 731-3192 ☐

Home Phone: (512) 439-4746 ☐

Office Phone: (512) 439-4721 ext ☐

Notes:

Copy this information to the [ ] section Copy

Contractor

Contact

Business Name:

TRN-2020-3818-UTL-0067711(B)_PART 2_EMERSON AT BUDA.

Uploaded: 07/13/20 02:17 PM by Pete Navejas on CP
Transfered from CP on 09/09/20 08:41 AM

Show in Customer Portal

TRN-2020-3818-UTL-Hillside Terrace.gif 635.6 kb

Uploaded: 07/13/20 02:17 PM by Pete Navejas on CP
Transfered from CP on 09/09/20 08:41 AM

Show in Customer Portal

Manage Customer

Work Orders (refresh)

Scheduled Date View | Category Grouped View

Create 3'rd Party Inspection

Facility Design Access

Add Access

Permit Relationships

Search

Project Number | Project Name

Save

Troy | Sylvester | - Select -

Details

Mailing Address

Address | City | State | Zip

TX

Web Site

Email | Notify

Cell Phone (512) 272-5033

Home Phone

Office Phone ext

Notes

Copy this information to the section Copy

Email address is not valid

Designated Contact Go Top

Contact

Business Name

LJA

First Name | Last Name | Suffix

David | Simmons | - Select -

Details

Mailing Address

Address | City | State | Zip

7500 Rialto Blvd | Austin | TX | 78735

Web Site

Email | Notify

Utilities@lja.com

Cell Phone (512) 797-4319

Home Phone

Office Phone ext

Notes

Copy this information to the section Copy

Utility Company Go Top

Contact

Business Name

Grande Communications

First Name | Last Name | Suffix

Jim | Reed | - Select -

Details

Mailing Address

Address | City | State | Zip

Save

Web Site

Email | Notify

Jim.reed@mygrande.com

Cell Phone

Home Phone (512) 220-3252

Office Phone ext

Notes

Copy this information to the section Copy

Project Information

Location Information | Utility Spec Info | Spec Information | Utility Line Information

Location Information Info Completed

Subdivision

Phase

Section

Block

Lot

Legal Description

Parcel ID

Commissioner Precinct 2

Commissioner Name Mark Jones

Issued Date 9/15/2020

IssuedAuth. Const.

Expire Date

Issued Expiration Notice

Project Comments

Start New Thread

Type All Types

Search: Search Reset

Export to PDF

Date and Time Commented	Comment Type	Action Type	Commented By
09/09/20 08:41 AM	Private	Municipality	Tyler Pendergrass Reply

Save

Date and Time Commented	Comment Type	Action Type	Commented By

Customer Portal Application Note:
County Road Name 1: Hillside Terrace
County Road Name 2: Old Goforth Rd
County Road Name 3 :
County Road Name 4:
County Road Name 5 :
State Road Name 1:
State Road Name 2:
State Road Name 3:
Commissioner Precinct: 2
Commissioner Name: Mark Jones
Located in City ETJ?: Yes
City Name: Buda
Project Description:
Grande to install new 144ct fiber on existing PEC pole line starting at pole 372191 and go westbound on Hillside Terrace to Old Goforth Rd. They will continue north on Old Goforth rd. and stop at pole 356198 on the corner of Old Goforth and Stone Crest Blvd. They will use a standard 20x8 bucket truck to perform the work. Attached you will find the Permit app, plan sheets and traffic control plans.
Owner's / Applicant's Certification:
Please Type Initials Here: DS

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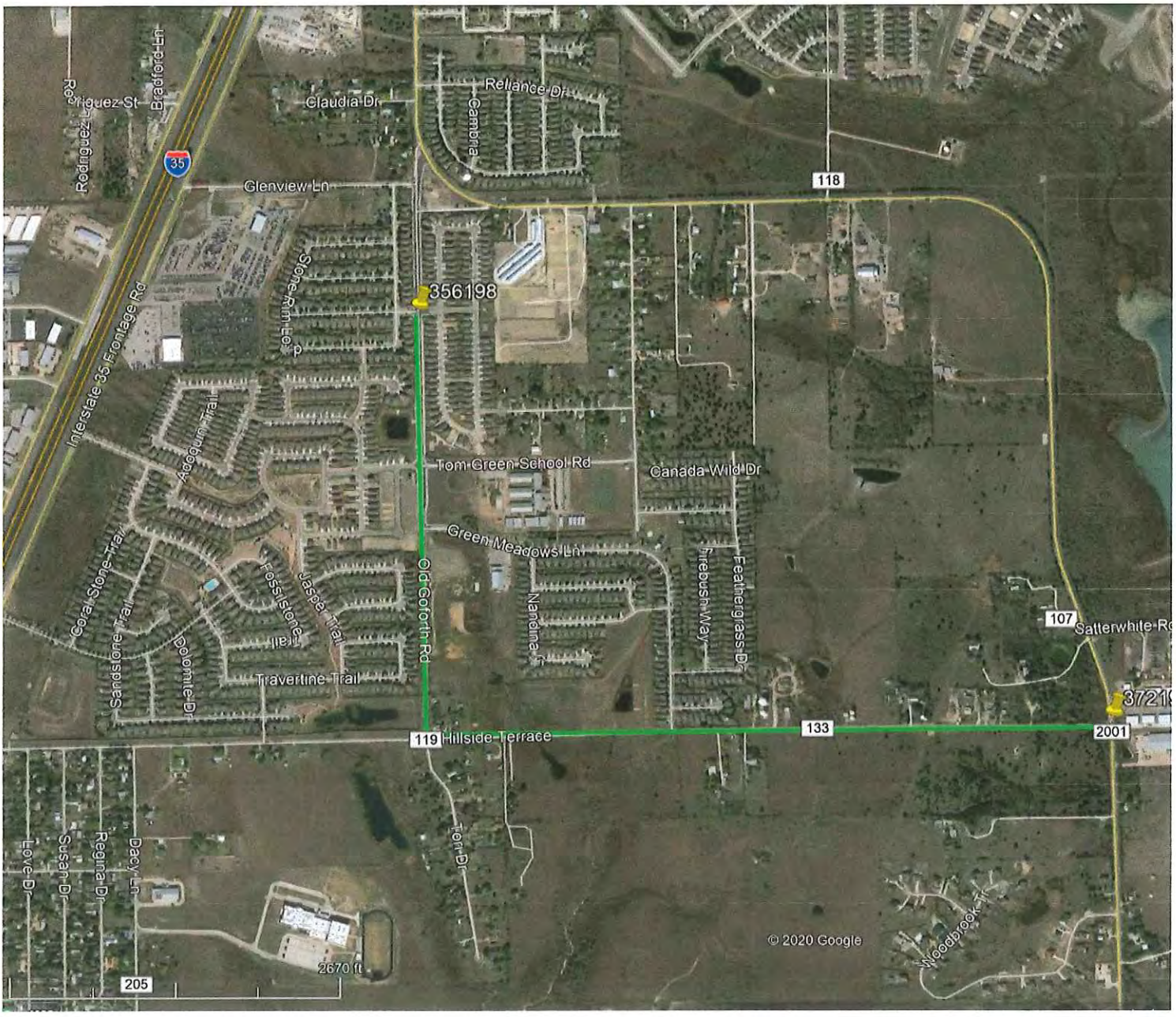
Save


Rodriguez St
Bradford Ln
Claudia Dr
Reliance Dr
Cambra
35
Glenview Ln
118
Stone Rim Loop
356198
Interstate 35 Frontage Rd
Apogum Trail
Tom Green School Rd
Canada Wild Dr
Green Meadows Ln
Coral Stone Trail
Fossil Stone Trail
Jasper Trail
Old Goforth Rd
Nandina Ct
Firebush Way
Feathergrass Dr
107
Satterwhite Rd
Sandstone Trail
Dolomite Dr
Travertine Trail
119 Hillside Terrace
133
2001
Love Dr
Susan Dr
Regina Dr
Daisy Ln
Terri Dr
2670 ft
205
© 2020 Google
Woodbrook Tr

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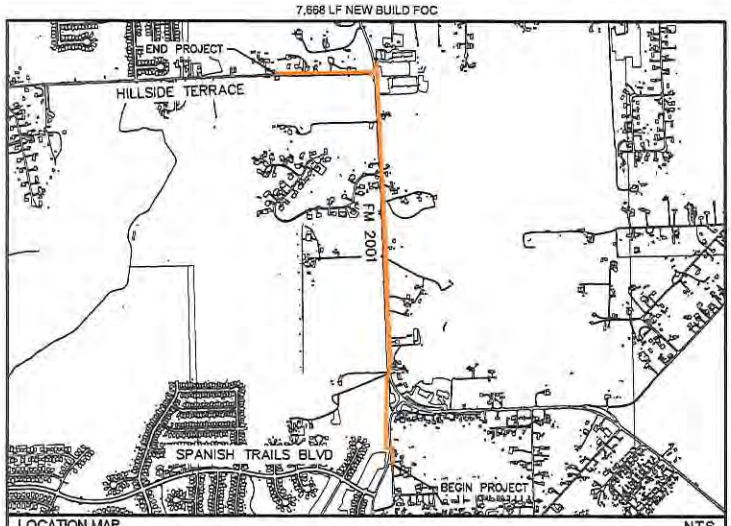
2. AERIAL UTILITY PLAN
3. AERIAL UTILITY PLAN
4. AERIAL UTILITY PLAN

GRANDE COMMUNICATIONS®

GRANDE COMMUNICATIONS
0067711(B) - PART 2
THE EMERSON AT BUDA - E7
AERIAL IMPROVEMENTS

7,668 LF NEW BUILD FOC



LOCATION MAP N.T.S.

PROJECT INFORMATION:

STREET ADDRESS:
3190 WINDY HILL RD
BUDA, TEXAS 78610

OWNER:
JETT HENDRIX
GRANDE COMMUNICATIONS
13505 BURNET RD
AUSTIN, TX 78727
JETT.HENDRIX@MYGRANDE.COM
512-878-5767

CONTACT:
SOL MARIE ADAMS, EIT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
SADAMS@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

7500 RIALTO BLVD, STE 100
AUSTIN, TEXAS 78735
(512) 439-4758
TBPE FIRM REGISTRATION: F-1386

CONTACT:
BRIAN YOUNG, PE
PHONE:
(512) 439-4731

SHEET INDEX:

GENERAL
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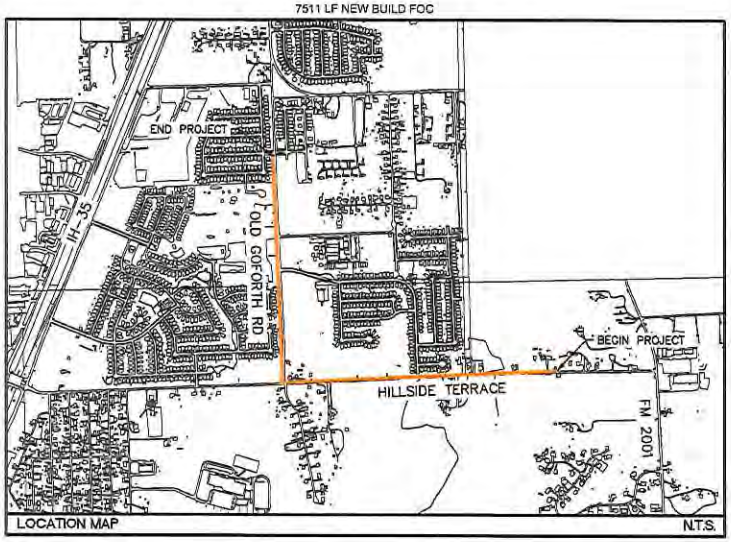
AERIAL UTILITY PLAN
2. AERIAL UTILITY PLAN
3. AERIAL UTILITY PLAN
4. AERIAL UTILITY PLAN
5. AERIAL UTILITY PLAN

GRANDE COMMUNICATIONS®

GRANDE COMMUNICATIONS
0067711(B) - PART 3
THE EMERSON AT BUDA - E7
AERIAL IMPROVEMENTS

7511 LF NEW BUILD FOC



LOCATION MAP N.T.S.

PROJECT INFORMATION:

STREET ADDRESS:
1665 HILLSIDE TERRACE
BUDA, TEXAS 78610

OWNER:
JETT HENDRIX
GRANDE COMMUNICATIONS
13505 BURNET RD
AUSTIN, TX 78727
JETT.HENDRIX@MYGRANDE.COM
512-878-5767

CONTACT:
SOL MARIE ADAMS, EIT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
SADAMS@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

7500 RIALTO BLVD, STE 100
AUSTIN, TEXAS 78735
(512) 439-4758
TBPE FIRM REGISTRATION: F-1386

CONTACT:
BRIAN YOUNG, PE
PHONE:
(512) 439-4731

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a $59,589.82 Proposal with The Move Team for moving services for various Sheriff, Dispatch and Emergency Services offices relocating to the new Public Safety Building and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	$59,590

LINE ITEM NUMBER

006-852-94-201.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Public Safety Bond Executive Committee and Project Management Team have reviewed the quote from Move Team per their Binding Proposal Dated 8/24/20 and recommend moving forward to secure services. Funds are available within the Public Safety Bond for this expense.

Attachment: The Move Team Proposal
BuyBoard Contract #559-18

Budget Amendment:
Increase Contract Services .5448
Decrease Construction .5611_700

Binding Proposal
Project: Hays Co Justice Center and Fire Marshall Relocations

8/24/2020

BUYBOARD # 559-18
Hays County C/O Terry Whitman
RE: Hays Co Justice Center, Fire Marshall, Storage Move to PSB

Scope of Service:
Provide manpower, truck power, materials, and equipment sufficient to relocate contents and furniture. Provide pre-move meeting/call to cover labeling and door diagrams. All figures below include warehouse-prep and travel time. TMT will dis and reassemble any furniture which need it. TMT will provide all COI's and blg protections required by property management. TMT notes contents, IT and limited furniture coming from: Sheriff's office, Jail/Admin, Annex 1&2, Evidence (homicide/sexasst & FireArms/Drugs), Records, Dispatch (contents only), Fire Marshall & Fire Marshall Storage. TMT notes no rolling high-density shelves from storage will be handled. TMT notes no modular furniture to move. TMT will KD/RI 12 WB & 3 TVs. TMT will move Quarter Master for an additional $2775 to the below amount. This proposal excludes the big safe in evidence.

Binding Proposal: $59,589.82

Terms & Limits:

The Move Team's liability for loss or damage to cargo is limited to $.60 per pound per article unless TMT and the shipper agree, in writing, to a higher limit of carrier liability. Please ask your move consultant for more details.

Client is responsible for returning all equipment rented and is liable for the replacement of the equipment if not returned. All charges are due upon completion of the move payable to The Move Team by cash or check unless prior arrangements are made with our office.

Signed by:

Printed: Ruben Becerra

Title: County Judge

Organization: Hays County

Date: 09/15/2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Hays County Office of General Counsel to submit a letter of termination to First Response Solutions, LLC pursuant to the Agreement of Services between Hays County and First Response Solutions, LLC in relation to the management of hazardous material.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MIKE JONES	SHELL	N/A

SUMMARY

The Hays County Office of Emergency Services is seeking to terminate the attached Agreement for Services with First Response Solutions, LLC in relation to the management of hazardous material due to a lack of response from the company. If approved by the Commissioners Court, the Hays County Office of General Counsel will send a letter of termination to the company.

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between Hays County, Texas (County), and First Responders, Inc. a state of Texas corporation.

AGREEMENT:

A. SCOPE OF FIRST RESPONDERS, INC. SERVICES: FIRST RESPONDERS, INC. shall provide to Hays County, Texas the services set out below:

1. Oversee and manage all hazardous material (hazmat) incidents for Hays County, Texas including but not limited to the following:

   a. Continue to use Hays County, Texas established procedures for hazmat reporting and billing.

   b. Provide a digitally based solution for managing data collected for Hays County, Texas to include:
      - A custom interface developed by FIRST RESPONDERS, INC. and the Hays County, Texas, Hazardous Materials Team Chief that meets Hays County, Texas requirements for incident management.
      - An industry standard secure website for first responders to add incident data from on-scene.
      - An industry standard secure website for reviewing current incidents, their status, and for reporting to governmental agencies.
      - A desktop software management console if required that allows editing, reporting, and monitoring of incidents from data entry to incident closeout.

   c. Provide billing and collection cost recovery efforts to include:
      - Ensure accurate responsible party insurance information.
      - Create invoices for billing responsible party or their insurance agency.
      - Monitor the collection process or at Hays County, Texas direction turn over the information for collection.
      - Disburse funds collected to the appropriate agencies as indicated and approved by Hays County, Texas.
      - Provide Hays County, Texas options for nonpayment to include:
        - Forward to county attorney for possible criminal action.
        - Work with county agencies to place liens on property where applicable.
        - Release with county approval to county approved

C. **COMPENSATION:** FIRST RESPONDERS, INC. will be paid from collected funds for work performed under this Agreement after the effective date in the amount provided below. The payment is compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

1. **Funding Base.** The funding base is on collected incidents. If the incident is uncollected then FIRST RESPONDERS, INC. does not receive any funding. When an incident is collected the funding base for this agreement shall be 6.25% for the hazmat incident after all costs associated for the hazardous incident have been accounted. For example, a hazmat incident that results in a total of $5000 dollars will incur an additional FIRST RESPONDERS, INC. management fee of (5000 x 0.0625) $312.50 added as a line item rendering the total bill to the responsible party to be $5,312.50.

2. **Adjustment of Funding Base.** In the case where the responsible party with County approval pays less than the total billed amount, the FIRST RESPONDERS, INC. portion of the settlement will not be affected. In the event the responsible party fails to pay or declines payment of the FIRST RESPONDER, INC management fee, that FIRST RESPONDER, INC fee will be deducted from any amount collected.

D. **BANK ACCOUNT:** FIRST RESPONDER'S INC. will establish an account opened through Wells Fargo Banking where all payments will be deposited.

E. **PAYMENT PROCEDURE:** The FIRST RESPONDER'S INC. will disburse all funds from the account in the following manner and order:

1. Disburse the management fee to FIRST RESPONDERS, INC.
2. Disburse all remaining incident money to the County.
3. Disburse any funds to supporting agencies as directed by the County.

F. **EFFECTIVE AND TERMINATION DATES:** This Agreement shall be effective as of August 8, 2018 and shall be terminated on August 7, 2021.

G. **EARLY TERMINATION OF AGREEMENT:** The County and FIRST RESPONDERS, INC., on sixty (60) days written notice to the other party, each may terminate this Agreement for any reason deemed appropriate in its sole discretion. If so terminated by either party, the parties shall attempt to agree upon an equitable allocation of any amounts due for incident management already under management by FIRST RESPONDERS, INC.

If to the County:

Hays County HazMat
2171 Yarrington Rd Ste 300
Kyle, Texas 78640

With a copy to:

Office of General Counsel
111 E. San Antonio St. #202
San Marcos, Texas 78666

If to the FIRST RESPONDERS, INC.:

Patrick Frost
501 Rudeloff Road
Seguin, Texas 7 8 1 5 5

N. **BUSINESS LICENSE:** FIRST RESPONDERS, INC. has an applicable Texas Sales and Use Tax Permit.

O. **MAINTENANCE OF RECORDS:** FIRST RESPONDERS, INC. shall maintain records on a current basis to support its billings to the responsible party on behalf of the County and to document the performance of services in accordance with this agreement. The County or its authorized representative shall have the authority to inspect, audit and copy on reasonable notice and from time to time, any records of FIRST RESPONDERS, INC. regarding its billings and performance of services. FIRST RESPONDERS, INC. shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

P. **AUDITS:** The County, either directly or through a designated representative, may conduct financial and performance audits of the services specified in this Agreement at any time in the course of the Agreement and during the periods established above.

Q. **BREACH OF AGREEMENT:**

1. The County or FIRST RESPONDERS, INC. shall breach this Agreement if it fails to perform any substantial obligation under the Agreement. Before terminating this Agreement for breach, however, the non-breaching party shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

U. **PROHIBITED INTEREST:**

1. No County officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

2. No County officer or employee who participated in the award of the Agreement shall be employed by FIRST RESPONDERS, INC., except for those employees transferred from county employment to contractor appointment, during the period of the Agreement.

FIRST RESPONDERS, INC.: _____

By: Co-Owner

Date: 04/11/19

HAYS COUNTY: _____

By: Ruben Becerra, Hays County Judge

Date: 3-12-2019

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

Authorize the County Judge to execute Interlocal Cooperation Agreements between Hays County and Burnet County for Jail Services and between Hays County and Caldwell County for Jail Services related to the housing and care of Hays County inmates.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	N/A

LINE ITEM NUMBER

001-618-03.5361

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	JONES	N/A

SUMMARY

See attached material.

Burnet County is raising the cost to house overflow Hays County inmates. The rate will increase from $50 per day to $55 per day, effective October 1, 2020. All other terms of the Interlocal Agreement remain unchanged.

Our current Interlocal Agreement with Caldwell County to house overflow Hays County inmates is expiring September 30, 2020. The attached Agreement will permit automatic, annual, renewals, effective October 1, 2020. All other terms of the Interlocal Agreement remain unchanged.

STATE OF TEXAS §
§
COUNTY OF BURNET §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND BURNET COUNTY FOR JAIL SERVICES

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as **"BURNET,"** and HAYS County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as **"HAYS."**

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, **BURNET** and **HAYS** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, **BURNET** and **HAYS** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

1. **TERM:** This Agreement shall be effective beginning **October 1, 2020** and shall be effective through **SEPTEMBER 30, 2021.**
2. **RENEWAL:** This Agreement will automatically renew each October 1, provided **HAYS** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION:**
   A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **HAYS** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
   B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **HAYS** inmates.

ARTICLE II
DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **HAYS** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE: BURNET** shall provide housing and food to inmates presented by **HAYS** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
   A. Inmate must be at least 18 years of age;
   B. Inmate must be of good general health; and
   C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES: BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of **BURNET's** facility or by other than BURNET facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **HAYS s**hall reimburse **BURNET** the amount spent for medical services of all **HAYS** inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES: HAYS COUNTY** Sheriff or designee shall be informed of any **HAYS** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **HAYS** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **HAYS** may elect to retake and return to **HAYS** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **HAYS** for the costs of hospitalization and/or medical care for any **HAYS** inmate. In the event direct billing is unavailable, **HAYS** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS: HAYS** agrees to provide **BURNET** with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **HAYS s**hall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **HAYS** at the time each **HAYS** inmate is returned.
7. **MEDICAL INVOICES: HAYS** shall reimburse **BURNET** monthly for health care services and associated expenses for which **HAYS** is responsible under this section. BURNET shall provide **HAYS** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **HAYS**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION: BURNET** agrees to allow periodic inspections of the facilities by **HAYS** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **HAYS** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY: HAYS** is solely responsible for the

transportation of inmates between the **BURNET** County Jail and the **HAYS** Facility. **BURNET** agrees to provide ambulance and other transportation for **HAYS** inmates to and from local off-site medical facilities and will invoice **HAYS** in accordance with Article 2, Section 7.

11. **COURT APPEARANCES: HAYS** shall be responsible for the transportation of **HAYS** inmates to/from **BURNET** Jail. **HAYS** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **HAYS** County.
12. **TRANSPORTATION To TDCJ: HAYS** is responsible for the transport of **HAYS** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE: BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at **the rate of $40 per hour/per guard (minimum 2 guards per transport)**. **BURNET** shall provide **HAYS** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY: BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in BURNET, Texas.
16. **ADMITTING AND RELEASING: HAYS** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **HAYS** provide such records to **HAYS** upon request.
17. **RETURN OF INMATES** to HAYS: Upon demand by **HAYS**, **BURNET** will relinquish to **HAYS** physical custody of any inmate. Upon request by **BURNET**, **HAYS** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III
FINANCIAL PROVISIONS

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is fifty five dollars **($55.00)** per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE: BURNET** shall submit an itemized invoice for the services provided each month to **HAYS**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **HAYS**. **HAYS** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV
ACCEPTANCE OF INMATES

1. **COMPLIANCE WITH LAW: BURNET** warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing **HAYS** inmates under this Agreement. Nothing herein will create any obligation upon **BURNET** to house **HAYS** inmates where the housing of said **HAYS** inmates will, in the opinion of **BURNET** Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the **BURNET** County Sheriff s opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that **BURNET** Sheriff determines that a condition exists at **BURNET's** facility necessitating the removal of **HAYS** inmates, or any specified number thereof, **HAYS** shall, upon notice by **BURNET** Sheriff to **HAYS** Sheriff, immediately remove said inmates from the facility. **HAYS** will make every effort to remove any inmate within eight (8) hours of notice from **BURNET.**
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide **HAYS** with access for contract monitoring as described in Section l 15.12 (b) to ensure that **BURNET** is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **HAYS** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **HAYS** jail and pursuant to the custody assessment system in place at **BURNET's** facility.
4. **CLASSIFICATION:** All inmates proposed by **HAYS** to be transferred to **BURNET's** facility under this Agreement must meet the eligibility requirement set forth above. **BURNET** reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at **BURNET's** facility, **BURNET** reserves the right to demand that **HAYS** remove that inmate and, if possible, replace said inmate with an appropriate inmate of **HAYS.**
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: BURNET** reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to **BURNET** facility, and **HAYS** shall cooperate with and provide information requested regarding any inmate by **BURNET** Sheriff. **BURNET** reserves the right to refuse acceptance of any inmate of **HAYS**. Likewise, if any **HAYS** inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to **BURNET** Sheriff makes the inmate unacceptable for continued incarceration in **BURNET's** facility in the opinion of **BURNET** Sheriff, **HAYS** will be requested to remove said inmate from **BURNET's** facility, and will do so, if reasonably possible, within eight (8) hours upon the request of **BURNET** Sheriff. Inmates may also be required to be removed from **BURNET's** facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES: BURNET** will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. **BURNET** will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of **HAYS.** It will be the responsibility of **HAYS** to notify **BURNET** of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. **BURNET** will release inmates of **HAYS** only when such release is specifically requested in writing by **HAYS** Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for **BURNET** to return inmates to the **HAYS** Jail shortly before the discharge date and for **HAYS** to discharge the inmate from

the **HAYS** Jail. **HAYS** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless BURNET from all liability or expenses of any kind arising there from. **HAYS** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** All inmates held for **HAYS** will be required to bond in **HAYS** County. **HAYS** County will then send BURNET a TTY stating that the inmate has been bonded and **HAYS** will transport back to their facility for release.

ARTICLE V
MISCELLANEOUS

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

Copy to: Sheriff Calvin Boyd
P.O. Box 1249
Burnet, Texas 78611

To: **HAYS COUNTY**
Ruben Becerra, County Judge
111 E. San Antonio St., Suite 300
San Marcos, TX 78666

Copy to: Sheriff Guy Cutler
1307 Uhland Road
San Marcos, TX 78666

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture

relationship by or between the parties.

7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

_____
JAMES OAKLEY, BURNET COUNTY JUDGE
DATE: _____

ATTEST:

_____
JANET PARKER, COUNTY CLERK

REVIEWED:

_____
CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: _____

HAYS COUNTY, TEXAS:

_____
RUBEN BECERRA, HAYS COUNTY JUDGE
DATE: _____

_____
GUY CUTLER, HAYS COUNTY SHERIFF
DATE: _____

INTERLOCAL COOPERATIVE AGREEMENT FOR COUNTY JAIL FUNCTIONS

THIS AGREEMENT entered into this the 8 day of September, 2020 and effective October 1, 2020, by and between Hays County, a political subdivision of the State of Texas, hereinafter referred to as Hays County, and Caldwell County, also a political subdivision of the State of Texas, hereinafter referred to as Caldwell County.

WHEREAS, Hays County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the County; and

WHEREAS, Caldwell County, is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Caldwell County; and

WHEREAS, Hays County and Caldwell County desire to improve the efficiency and effectiveness of local governments by authorizing the Intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, Hays County and Caldwell County mutually desire to be subject to the provision of Chapter 791, Texas Government Code, and the Interlocal Cooperation Act.

NOW, THEREFORE, Hays County and Caldwell County, for the mutual consideration hereinafter stated, agree and understand as follows:

1. For the purpose and consideration herein stated and contemplated, Caldwell County shall provide the following necessary and appropriate services for Hays County to the maximum extent authorized by this agreement, without regard to disability, race, religion, color, age, sex and national origin; to wit:

A. Accept and provide for the secure custody, care and safekeeping of inmates in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the Caldwell County Jail.

B. In the event that the Caldwell County Jail shall be at maximum capacity as a result of Caldwell County, or other, inmates, Caldwell County reserves the right to require the removal or transfer of Hays County's inmates within forty-eight (48) hours after notice to Hays County, in order to provide facilities for Caldwell County inmates, and Caldwell County agrees to notify Hays County as soon as possible when Hays County inmates must be removed from the Caldwell County Jail because of capacity limits.

C. Notify Hays County as soon as possible of all emergency medical cases requiring removal of an inmate and health care services to include transportation and guard services provided outside the Caldwell County Jail. All extraordinary medical care and prescription drugs shall be paid for by Hays County.

D. In no event shall Caldwell County be required to accept Hays County inmates under the terms and conditions of this agreement if such transfer of inmates will cause the Caldwell County Jail to be in violation of the Texas Jail Standards Commission. Caldwell County, in its sole discretion, shall determine whether a Hays County inmate shall be accepted for incarceration by Caldwell County. Nothing contained herein shall be construed to compel Caldwell County to

accept any inmate if it would place Caldwell County in violation of any law, regulation or court order.

E. Nothing contained herein shall be construed to compel the Caldwell County Sheriff, acting in his capacity as keeper of the jail, to accept any inmate for any reason.

2. Hays County designates Julissa Villalpando as Liaison Officer for Hays County with and between Hays County and Caldwell County. Caldwell County designates Captain James Short as Liaison Officer for Caldwell County with and between Hays County and Caldwell County. Either party may designate a successor Liaison Officer with written notice to the other. The respective county sheriff of each county, or his/her designated substitute, shall ensure the performance of all duties and obligations of said County herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of said County in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the Sheriff's Office employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the proposes, terms and conditions of this Agreement of the mutual benefit of Hays County and Caldwell County.

3. Hays County agrees to indemnify and hold harmless Caldwell County, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Caldwell County's performance or non-performance of the services and duties herein stated, but only in regard to the transfer of inmates by Hays County and duties herein assigned to Hays County, and specifically excluding the actual incarceration of inmates by Caldwell County. Hays County retains full liability for each inmate until that inmate has been processed and booked into Caldwell County's Jail.

4. Caldwell County agrees to indemnify and hold harmless Hays County, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fee, arising out of Caldwell County's performance or non-performance of the services and duties herein, stated, but only in regard to the actual holding and incarceration of inmates by Caldwell County in Caldwell County's facilities and specifically excluding the transfer of inmates to and from Caldwell County.

5. Caldwell County shall be solely in charge of all control, techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarceration of all properly delivered inmates , shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of Caldwell County stated in this agreement, and give all attention necessary for such proper supervision and direction.

6. Hays County agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Hays County's employees, and agents, Hays County's sub-contractor, and/or contract laborers.

7. Caldwell County agrees to and accepts full responsibility for the acts of negligence and/or omissions of all Caldwell County's employees, and agents.

8. Hays County agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Hays County's employees, and agents, Hays County's sub-con tractors, and/or contract laborers. Hays County further agrees to bring with each inmate delivered to the Caldwell County Jail all packets, jail cards, classification data and other information in the possession of Hays County regarding each inmate, and has

the duty to advise Caldwell County of any known dangerous propensities of each inmate delivered to Caldwell County.

9. Caldwell County agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Caldwell County's employees, and agents, Caldwell County's sub-contractors, and/or contract laborers, and all other persons doing work under a contract or agreement with said Caldwell County.

10. Caldwell County understands and agrees that Caldwell County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and /or representative of Hays County.

Caldwell County is a political subdivision of the State of Texas. The address of Caldwell County is:

Caldwell County Judge
201 S. Main Street
Lockhart, Texas78644

Caldwell County Jail
1204 Reed Drive
Lockhart, Texas 78644

11. Hays County understands and agrees that Hays County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of Caldwell County.

Hays County is a political subdivision of the State of Texas. The address of said County is:

Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

Hays County Jail
1307 Uhland Road
San Marcos, Texas 78666

12. For the services hereinabove stated, Hays County agrees to pay to Caldwell County, for the performance of this agreement, the sum of SIXTY-TWO AND NO/100 DOLLARS ($62.00) per day of each inmate confined in Caldwell County facilities. A day shall constitute any portion during a twenty-four (24) hour period beginning and ending at midnight. Hays County agrees to reimburse Caldwell County for all extraordinary medical care and prescription drugs of Hays County inmates. Hays County further agrees to reimburse Caldwell County for damages, which are directly caused to Caldwell County facilities or employees by the direct action of Hays County inmates.

Caldwell County agrees to guarantee a minimum of forty (40) medium-security custody beds for use exclusively by Hays County inmates. In exchange for Caldwell County's bed-availability guarantee, Hays County agrees to fund the forty (40) beds for inmates, regardless of whether Hays County has any inmates housed in the Caldwell County Jail, for the entire term specified in paragraph 14 below.

At any time during the term of this agreement and in the event Caldwell County cannot comply with its guarantee to provide forty (40) medium-security beds, Hays County is not obligated to comply with its funding of said forty (40) beds. In no event shall Hays County fund said forty (40) beds beginning October 1, 2020 if Caldwell County does not have an employment pattern adequately staffed to properly supervise Hays County's inmates.

13. Hays County agrees to pay to and reimburse Caldwell County, on a monthly basis, and upon the submission of documented invoice by Caldwell County, for the cost of the items and expenses specified in and in accordance with paragraph 15 of this agreement during the tern of this agreement.

14. This agreement is effective for one year from its effective date, and shall automatically renew, annually, on each October 1 unless otherwise terminated by either party under paragraph 15.

15. This agreement may be terminated at any time, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination, by either party, Caldwell County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should Caldwell County be overcompensated for reimbursable expenses as authorized by this agreement, Hays County shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise out of this agreement.

16. This agreement represents the entire and integrated agreement between Hays County and Caldwell County and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Hays County and Caldwell County.

17. The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable and all compensation payable in Caldwell County, Texas.

18. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

19. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each, party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

Executed in multiple originals on the 8 day of September, 2020.

Daniel C. Law
Caldwell County Sheriff

Gary Cutler
Hays County Sheriff

Hoppy Haden
Caldwell County Judge

Ruben Becerra
Hays County Judge

B.J. Westmoreland
Caldwell County Commissioner, Precinct 1

Debbie Gonzales Ingalsbe
Hays County Commissioner, Precinct 1

Barbara Shelton
Caldwell County Commissioner, Precinct 2

Mark Jones
Hays County Commissioner, Precinct 2

Edward "Ed" Theriot
Caldwell County Commissioner, Precinct 3

Lon A. Shell
Hays County Commissioner, Precinct 3

Joe Ivan Roland
Caldwell County Commissioner, Precinct 4

Walt Smith
Hays County Commissioner, Precinct 4

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of $7,667.11.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	$7,667.11

LINE ITEM NUMBER

001-645-00.5340

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

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

*Insurance Proposal Attached

Dahlstrom Family Limited Partnership

Insurance Proposal

Presented by: Joe Christian
Marsh Wortham, a division of Marsh USA Inc.
Austin. TX 78701
joe.christian@marsh.com
512 532-1559

About Marsh Wortham

Since 1871, clients have relied on Marsh for trusted advice to represent their interests in the marketplace, make sense of an increasingly complex world, and help turn risks into new opportunities for growth. In 2018, Marsh acquired Wortham Insurance, a regional broker with a commitment to a client-centric philosophy to form Marsh Wortham, a division of Marsh USA Inc.

Marsh Wortham brings together more than 600+ colleagues across Texas, Oklahoma, and Louisiana. Our parent company is Marsh & McLennan Companies (NYSE: MMC), the leading global professional services firm in the areas of risk, strategy and people. With 65,000 colleagues worldwide and annual revenue exceeding $14 billion, Marsh and McLennan Companies also include global leaders Guy Carpenter, Mercer, and Oliver Wyman.

Marsh Wortham is empowered to bring all of Marsh & McLennan's resources to bear for our clients in more than 130 countries. To every client interaction we bring a powerful combination of deep intellectual capital industry specific expertise, global experience, and collaboration. We offer risk management, risk consulting, insurance broking, alternative risk financing, and insurance program management services.

Introduction

Thank you for this opportunity to provide you with our proposals for the following coverages:

- General Liability
- Excess Liability

All insurance contracts set forth coverage grants, contain exclusions for certain types of loss, and outline conditions for the recovery of a claim from the insurance carrier. Please recognize that our proposal may outline some but not all of these considerations. Our proposal also outlines some of the limitations governing the maximum amount of loss that is recoverable under a policy. Please review these limits carefully, as Marsh Wortham cannot provide you with guidance or advice concerning the adequacy of these limits. Questions about the adequacy of these limits can be answered by your attorney, CPA, or forensic accountants who are experts in disaster recovery. These consultants may recommend appraising your property or benchmarking existing limits within your peer industry group.

Our proposal uses abbreviations and summaries to describe some policy terms, and these should not be construed as complete descriptions of any coverage grants, exclusions, conditions or limitations. Please note that the actual wording of the insurance policy will prevail in any conflict with our abbreviations or summaries.

Upon your written request, we will provide you with a sample of each policy form that we have described in this proposal, and we encourage you to read these documents carefully before you bind a policy. Please note that we are not authorized to modify or alter coverage grants, exclusions, conditions, limitations or other terms of any insurance contract without express written consent and acknowledgement from the insurance company.

In reviewing your exposure to loss, we relied upon information that you provided to us. If you are aware of any other exposures to loss that deserve evaluation, please bring these to our attention prior to binding these insurance policies. Should your business change after coverages are bound, please alert us so additional insurance coverage(s) can be considered. Potential changes may include (but are not limited to) creating a new entity, launching new operations, constructing or acquiring a new location or premises, adding equipment or vehicles, or hiring new employees.

Please carefully review all claims- related obligations found in your policy(ies) upon receipt, and retain that information as needed for future claims. Failure to timely and appropriately report a claim may jeopardize coverage for any claim.

We appreciate the trust and confidence that you have placed in Marsh Wortham Insurance & Risk Management, and our seasoned experts look forward to providing you with comprehensive solutions.

Surplus Lines Proposal Notice

Note: These premiums are subject to 100% Minimum and Deposit and 25% Minimum Earned provisions. "Minimum and Deposit" means that the premium quoted is the total amount due at policy inception. Although the policy can be subject to audit after the policy term expires, under no circumstances will the annual earned premium be less than the quoted premium. Therefore, the policy may generate an additional premium on audit, but not a return premium.

Minimum Earned means that the Company will retain a minimum of 25% of the quoted annual premiums (plus tax) regardless of when the coverage may be canceled during the policy term.

Cincinnati Specialty Underwriters Insurance Company will not allow Flat Cancellation. In event of cancellation during the policy term, earned premiums (subject to 25% Minimum Earned) will be subject to Short Rate penalty.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Texas Insurance Statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage and this insurer is not a member of the Property and Casualty Insurance Guaranty Association. As a surplus lines carrier there are certain fees and taxes applicable as indicated on your invoice. As a matter of policy, Marsh Wortham does not guarantee the solvency of this or any other insurance company.

Companies and Financial Ratings

At the time this proposal was created and unless otherwise noted, all carriers quoted are rated A-6 or better by AM Best (Best) or BBB by Standard and Poors (S&P). Both Best and S&P are industry-leading organizations that rate insurance companies. Any carrier rated below A-6 or BBB- is considered below the minimum standard of Marsh Wortham.

Best's Ratings:

Secure Ratings			Vulnerable Ratings		
A++ and A+	=	Superior	B and B-	=	Fair
A and A-	=	Excellent	C++ and C+	=	Marginal
B++ and B+	=	Very Good	C and C-	=	Weak
			D	=	Poor
			E	=	Under Regulatory Supervision
			F	=	In Liquidation
			S	=	Rating Suspended

S&P Ratings:

AAA	=	Extremely Strong	BB	=	Marginal
AA	=	Very Strong	B	=	Weak
A	=	Strong	CCC	=	Very Weak
BBB	=	Good	CC	=	Extremely Weak
			R	=	Regulatory Action
			NR	=	Not Rated

A.M. Best also assigns a Financial Size Category as an indicator of the statutory surplus maintained by the insurance company. The A. M. Best Financial Size Categories are:

FSC	Adjusted Surplus (Millions)	FSC	Adjusted Surplus (Millions)
I	Less than 1	IX	250 to 500

II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		

***Note: Marsh Wortham does not guarantee the solvency of any insurance company*.**

More information may be found by accessing the Internet site at: www.ambest.com for AM Best or www2.standardandpoors.com for Standard and Poors.

Below is a chart showing the Financial Security ratings for the carriers presented in this proposal:

Policy Type	Company	Best's Rating/Size	Admitted or Non Admitted
General Liability	Cincinnati Specialty Underwriters Insurance Company	A+/XV	Non Admitted
Excess Liability	Cincinnati Specialty Underwriters Insurance Company	A+/XV	Non Admitted

Admitted insurers are regulated by the Texas Department of Insurance as respects policy forms, business practices and premiums charged. These insurers are considered primary, traditional underwriting companies. Premium taxes are included within the premium since the insurer pays the taxes directly to the state.

Non-Admitted carriers, also known as Surplus Lines carriers, are not subject to regulation by the Texas Department of Insurance.

The **Guaranty Fund** was enacted to assess Admitted insurance companies for the purpose of reimbursing policyholders and claimants in the event that an Admitted carrier became insolvent. By purchasing coverage provided by a Non- Admitted carrier, you should understand that the provisions of the **Guaranty Fund do not extend to this policy**.

Please note: The Guaranty Fund does not apply to all policies and insureds and that the amount of reimbursement is limited. Further information about the Guaranty Fund is available at http://www.tdi.texas.gov/pubs/consumer/cb006.html.

Service Team

Joe Christian – Account Executive

512 532-1559

joe.christian@marsh.com

Brooke Federman, CISR – Account Manager

512 485-3899

Brooke.Federman@marsh.com

Jennifer Outlaw - Claims Technician

512-532-1549

Jennifer.outlaw@marsh.com

Mark Gaskamp – Loss Control Services

512-532-1536

Mark.gaskamp@marsh.com

Premium Summary

Description of Coverage	Current Premium	Proposed Premium
Commercial General Liability	$988.05	$1,102.51
Umbrella/Excess	$6,358.80	$6,564.60
Total Estimated Annual Premium	$7,346.85	$7,667.11

Premium Payment Options		
1.	Total Premium at inception	$7,667.11

CSU Producer Resources, Inc.

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

Date: 09/04/2020

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

42-004

From: Lesli Cox

RE: Dahlstrom Family Limited Partnership

Quote number: 216367548

QUOTATION

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

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

Proposed Policy Period: From: 10/16/2020 **To:** 10/16/2021

Quote Expiration: 10/16/2020

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

Coverage:
General Liability - OCCURRENCE **Retroactive Date:** NONE

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

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

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

Attached to Quote number: 216367548 Date of Quote: 09/04/2020

Re: Dahlstrom Family Limited Partnership

Agency Bill:

Premium:	
CGL Deposit Premium	$ 1,000.00
Flat Premium	$ N/A
Terrorism Risk Insurance Act	$ 15.00
Broker Fee	$ 35.00
Surplus Lines Tax	$ 50.93
Stamping Fee	$ 1.58
Other Taxes or Fees	$ N/A
TOTAL	$ 1,102.51

Direct Bill:

	Annual	Semi-Annual	Quarterly	25%/9
CGL Deposit Premium	$ 1,000.00	$ 1,030.00	$ 1,051.00	$ 1,081.00
Flat Premium	$ N/A	$ N/A	$ N/A	$ N/A
Terrorism Risk Insurance Act	$ 15.00	$ 15.00	$ 15.00	$ 15.00
Broker Fee	$ 35.00	$ 35.00	$ 35.00	$ 35.00
Surplus Lines Tax	$ 50.93	$ 52.38	$ 53.40	$ 54.85
Stamping Fee	$ 1.58	$ 1.62	$ 1.65	$ 1.70
Other Taxes or Fees	$ N/A	$ N/A	$ N/A	$ N/A
TOTAL	$ 1,102.51	$ 1,134.00	$ 1,156.05	$ 1,187.55

Down-Payment*	$ 1,102.51	$ 611.50	$ 356.55	$ 365.55

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

Provisions applicable to premium:

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

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

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

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

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

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

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

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

Forms and Endorsements:

Refer to Forms and Endorsements Schedule **CSIA406**

Standard Terms and Conditions:

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

Additional Terms and Conditions and Remarks:

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

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

Attached to Quote number: 216367548 Date of Quote: 09/04/2020

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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

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

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

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

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

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

REJECTION OF TERRORISM INSURANCE COVERAGE

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

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

Authorized Signature by Applicant _____ Date _____

Print Name _____ Named Insured _____

The Cincinnati Specialty Underwriters Insurance Company Policy Number _____

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076102 **POLICY EFFECTIVE DATE:** 10/16/2020

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Common Forms

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

Forms Applicable - Commercial General Liability

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

SAMPLE

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076102 **POLICY EFFECTIVE DATE:** 10/16/2020

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

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

SPECIMEN

CSU PRODUCER RESOURCES INC.

CYBER LIABILITY QUOTE ESTIMATE

Date: 09/04/2020

To: Dahlstrom Family Limited Partnership
712 S STAGECOACH TRL STE 106
SAN MARCOS TX 78666

QUOTATION

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

1. DATA DEFENDER

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

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

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

2. NETWORK DEFENDER

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

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

3. CYBER DEFENSE

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

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

SAMPLE

CSIA 460 07 17

This is not a policy. CSU Producer Resources Inc., a subsidiary of Cincinnati Financial Corporation, offers insurance brokerage services to independent agencies of The Cincinnati Insurance Company. C-SUPR supports your access to Cincinnati's excess and surplus lines company - The Cincinnati Specialty Underwriters Insurance Company. 6200 South Gilmore Road, Fairfield, OH 45014 5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496 cinfin.com

Commercial General Liability Premises Schedule

POLICY NUMBER: CSU0076102 **POLICY EFFECTIVE DATE:** 10/16/2020 ☒ **if Supplemental Declarations Is Attached**

NAMED INSURED: Dahlstrom Family Limited Partnership

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

SPECIMEN

Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0076102 **POLICY EFFECTIVE DATE:** 10/16/2020

NAMED INSURED: Dahlstrom Family Limited Partnership

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U -Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Land - occupied by persons other than the insured for business purposes - (lessor's risk only)	45539	U, 384	2.604	.000	$1,000	

SPECIMEN

CSU Producer Resources, Inc.

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

Date: 09/01/2020

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

42-004

From: Zach Vaughn

RE: Dahlstrom Family Limited Partnership

Quote number: 216370305

QUOTATION

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

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

Proposed Policy Period: From: 10/16/2020 **To:** 10/16/2021

Quote Expiration: 10/16/2020

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

Coverage:
Commercial Excess Liability

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

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

Attached to Quote number: 216370305 Date of Quote: 09/01/2020

Re: Dahlstrom Family Limited Partnership

Agency Bill:

Premium:	
Excess Liability Deposit Premium	$ 6,125.00
Flat Premium	$ N/A
Terrorism Risk Insurance Act	$ 92.00
Broker Fee	$ 35.00
Surplus Lines Tax	$ 303.22
Stamping Fee	$ 9.38
Other Taxes or Fees	$ N/A
TOTAL	$ 6,564.60

Direct Bill:

	Annual	Semi-Annual	Quarterly	25%/9
Excess Liability Deposit Premium	$ 6,125.00	$ 6,312.00	$ 6,436.00	$ 6,622.00
Flat Premium	$ N/A	$ N/A	$ N/A	$ N/A
Terrorism Risk Insurance Act	$ 92.00	$ 92.00	$ 92.00	$ 92.00
Broker Fee	$ 35.00	$ 35.00	$ 35.00	$ 35.00
Surplus Lines Tax	$ 303.22	$ 312.29	$ 318.31	$ 327.33
Stamping Fee	$ 9.38	$ 9.66	$ 9.84	$ 10.12
Other Taxes or Fees	$ N/A	$ N/A	$ N/A	$ N/A
TOTAL	$ 6,564.60	$ 6,760.95	$ 6,891.15	$ 7,086.45
Down-Payment*	$ 6,564.60	$ 3,558.95	$ 1,995.15	$ 2,050.95

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

Provisions applicable to premium:

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

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

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

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

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

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

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

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

Forms and Endorsements:

Refer to Forms and Endorsements Schedule **CSIA406**

Standard Terms and Conditions:

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

Additional Terms and Conditions and Remarks:

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

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

Attached to Quote number: 216370305 Date of Quote: 09/01/2020

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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

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

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

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

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

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

REJECTION OF TERRORISM INSURANCE COVERAGE

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

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

Authorized Signature by Applicant _____ Date _____

Print Name _____ Named Insured _____

The Cincinnati Specialty Underwriters Insurance Company Policy Number _____

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076103 **POLICY EFFECTIVE DATE:** 10/16/2020

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Common Forms

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

Forms Applicable - EXCESS

CSCX404 (06/09)	Excess Liability Premises Schedule
CSCX403 (06/09)	Calculation Of Premium
IL0017 (11/98)	Common Policy Conditions
CSCX400 (06/09)	Commercial Excess Liability Schedule of Controlling Underlying Insurance
CSCX500 (06/09)	Commercial Excess Liability Coverage Part Declarations
CSCX100TOC (02/13)	COMMERCIAL EXCESS LIABILITY COVERAGE FORM TABLE OF CONTENTS
CSCX100 (02/13)	COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CSCX407 (06/09)	Limitation - Two or More Coverage Forms or Policies Issued By Us
CSCX312 (07/10)	Total Auto Exclusion
CSCX391 (03/16)	Employer's Liability Exclusion
CSCX327 (06/09)	Contractual Liability Exclusion
CSCX3000 (08/09)	Damage To Premises Occupied Or Rented To You Exclusion
CSIA405(08/09)-B-	Optional Coverage to Additional Insured

SAMPLE

CSU PRODUCER RESOURCES INC.

CYBER LIABILITY QUOTE ESTIMATE

Date: 09/01/2020

To: Dahlstrom Family Limited Partnership
712 S STAGECOACH TRL STE 1063
SAN MARCOS TX 78666

QUOTATION

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

1. DATA DEFENDER

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

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

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

2. NETWORK DEFENDER

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

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

3. CYBER DEFENSE

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

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

SAMPLE

CSIA 460 07 17

This is not a policy. CSU Producer Resources Inc., a subsidiary of Cincinnati Financial Corporation, offers insurance brokerage services to independent agencies of The Cincinnati Insurance Company. C-SUPR supports your access to Cincinnati's excess and surplus lines company - The Cincinnati Specialty Underwriters Insurance Company. 6200 South Gilmore Road, Fairfield, OH 45014 5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496 cinfin.com

EXCESS LIABILITY PREMISES SCHEDULE

POLICY NUMBER: CSU0076103 **POLICY EFFECTIVE DATE:** 10/16/2020

NAMED INSURED: Dahlstrom Family Limited Partnership

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

SPECIMEN

Notice of Terrorism Coverage

The Terrorism Risk Insurance Act, as amended, is a temporary government-sponsored program whereby certain losses arising from a “Certified Act of Terrorism” (as defined by the Terrorism Risk Insurance Act) is reinsured between insurers and the federal government. In summary, TRIA requires insurers to make insurance coverage for “Certified Act of Terrorism” available and to pay losses from “Certified Act of Terrorism” to a statutory amount. If an individual insurer’s losses exceed this amount, the government will reimburse the insurer a percentage of losses paid in excess of the statutory amount. TRIA allows the government to recoup losses over time through premium surcharges.

This Commercial Insurance Proposal includes an offer for Terrorism Coverage for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act). You have the option to accept or reject this coverage.

You may elect to:

- Accept coverage for Terrorism at the indicated premium stated in the proposal, or
- Elect to reject the offering of Terrorism coverage.

You are required to make your election in writing and the prescribed forms will be provided to you after the policy(ies) are bound with the carrier.

If you elect to reject this coverage, then the exclusions for both Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act) and Non-Certified Acts of Terrorism exclusion will apply.

If you elect to purchase this coverage, then the exclusions for Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act) will not apply. The other provisions of the policy, including, but not limited to, exclusions for war, nuclear or military action will still apply.

This document and any recommendations, analysis, or advice provided by Marsh (collectively, the "Marsh Analysis") are intended solely for the entity identified as the recipient herein ("you"). This document contains proprietary, confidential information of Marsh and may not be shared with any third party, including other insurance producers, without Marsh's prior written consent. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, accounting, tax, or legal advice, for which you should consult your own professional advisors. Any modeling, analytics, or projections are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party with regard to the Marsh Analysis or to any services provided by a third party to you or Marsh. Marsh makes no representation or warranty concerning the application of policy wordings or the financial condition or solvency of insurers or reinsurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage. All decisions regarding the amount, type or terms of coverage shall be your ultimate responsibility. While Marsh may provide advice and recommendations, you must decide on the specific coverage that is appropriate for your particular circumstances and financial position. By accepting this report, you acknowledge and agree to the terms, conditions, and disclaimers set forth above.

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Exposure Evaluation

Named Insured: Dahlstrom Family Limited Partnership

General:	Yes	No	Comments:
First Named Insureds			
Additional Named Insureds			
Legal Entity per named insured			
Real Property:	**Yes**	**No**	**Comments:**
Building Valuation (Coinsurance)			
Flood			
Earthquake			
Wind/Hail			
Building Ordinance or Law			
Increased Cost of Construction			
Off-premises Utility			
Boiler & Machinery			
Mortgagees			
Terrorism			
Personal Property	**Yes**	**No**	**Comments:**
Personal Property Valuations			
Peak Seasons/Fluctuations			
Tenant - Lease Requirements			
Electronic Equipment			
Accounts Receivables			
Valuable Papers			
Fences			
Signs			
Outdoor Property			
Plate Glass			
Property in Transit			
Ocean Cargo (import/export)			
Property of Others (CCC)			
Builders Risk			
Installation Floater			
Fine Arts			
Mobile Equipment			
Employee Dishonesty			
Loss Payees			

Time Element	Yes	No	Comments:
Business Income			
Ordinary Payroll included			
Extra Expense			
Rental Value			
Contingent Business Income			
Time Deductible			
Liability:	**Yes**	**No**	**Comments:**
Premises Operations			
Products/Completed Operations			
Personal/Advertising Liability			
Fire Legal/Premises Damage			
Medical Payments			
Employee Benefits Liability			
Aggregate – Per Location/Project			
Liquor Liability			
Pollution Liability			
Watercraft Liability			
Aircraft Liability			
Mold/Bacteria/Fungi			
Additional Insureds			
Waivers of Subrogation			
Broad form Vendors			
Product Recall Liability			
Terrorism			
Umbrella/Excess Liability			
Defense			
Foreign	**Yes**	**No**	**Comments**
Foreign Property			
Foreign Liability			
Foreign Auto			
Foreign Employers Liability			
Trip Accident			
Kidnap/Ransom			

Automobile:	Yes	No	Comments:
Hired & Non-owned Auto Liability			
Hired Car Physical Damage			
Drive Other Car Coverage			
Additional Insureds			
Waiver of Subrogation			
Loss Payees/Lessors			
Pollution Liability			
Filings requirements			
Drivers list			
Permissive Use Policy			
Workers Compensation	**Yes**	**No**	**Comments**
Stop Gap Liability			
Volunteers			
Other States Coverage			
USL&H/Jones Act			
Alternate Employers			
Waiver of Subrogation			
Crime	**Yes**	**No**	**Comments**
Employee Dishonesty			
ERISA Bond (Plan Names)			
Money/Forgery			
Computer Fraud			
Management Liability	**Yes**	**No**	**Comments**
Professional Liability			
Employment Practices			
Directors & Officers			
Fiduciary Liability			
Surety Bonds	**Yes**	**No**	**Comments**
Contract			
Court			
Permit			
Specialty Coverages	**Yes**	**No**	**Comments**
Patent Infringement			
Cyber Liability			
Internet Identity Theft Liability			
Network Security/Privacy Liability			
Watercraft Liability			
Aircraft Liability			
Pollution Liability			

Employee Benefits:	Yes	No	Comments
Health and Welfare			
Dental			
Disability			
Life			
Cafeteria Plans			
Retirement Plans			

Attached to Quote number: 216367548 Date of Quote: 09/04/2020

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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

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

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

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

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

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

REJECTION OF TERRORISM INSURANCE COVERAGE

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

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

Authorized Signature by Applicant _____ Date _____

Print Name _____ Named Insured _____

The Cincinnati Specialty Underwriters Insurance Company Policy Number _____

Attached to Quote number: 216370305 Date of Quote: 09/01/2020

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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

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

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

Authorized Signature by Applicant _____ Date _____

Print Name _____ Named Insured _____

The Cincinnati Specialty Underwriters Insurance Company Policy Number _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Enterprise FM Trust for the Constable Pct. 3 Office related to Vehicle Equipment and Installation in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	$12,294.12

LINE ITEM NUMBER

001-637-00.5713_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Don Montague	SHELL	N/A

SUMMARY

The prior Constable in Pct. 3 placed the order for equipping the new leased vehicle that was approved during the FY20 budget process and did not secure a purchase order as required per the Hays County Purchasing Policy. This includes all the necessary equipment to fully outfit a vehicle for law enforcement functionality. This includes the light bar, siren, speaker, console package and the high security window package, grill guard, programming and all installation costs. Funds were budgeted for this vehicle equipment package.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the execution of an Equipment Rental Agreement with Clifford Power Systems for the Juvenile Detention Center related to a 300kVA Generator rental and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	$5,665 (1st month includes install) $4,095 (per month)

LINE ITEM NUMBER

070-685-00.5473

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

SUMMARY

During the latest load test at the JDC, it was discovered that the generator piston was cracked resulting in a complete failure of the existing generator. Due to the age of the generator, the engine for this generator is no longer available to order therefore rendering the equipment cost-prohibitive to pursue repairs. Due to the lead time to get a new generator order and installed (approximately 8 to 10 weeks), the director proceeded with a short-term rental option as a temporary solution until a new one is installed. If the Juvenile Center were to lose power, they would not have any backup generator support, which could pose a safety and security risk for the juveniles and the staff. Therefore, this equipment was installed on 9/10 in order to maintain functionality and avoid potential safety issues.

The first month cost of $5,664.40 includes installation fees, future monthly costs will be $4,094.40 It is estimated that the rental will be needed for approximately 2 1/2 months. The replacement cost for this piece of equipment will be budgeted during the final FY21 budget hearing.

Attachment: Clifford Power Rental Agreement
BuyBoard Contract #565-18

Budget Amendment:
Decrease Medical Insurance .5160_400
Increase Equipment Lease .5473

Clifford Power Systems, Inc.
4918 Burleson Rd
Austin, TX, 78744
Phone: (512) 477-6937
Fax: (512) 477-6938

www.cliffordpower.com

Ship To: Hays County Juvenile Center
2250 Clovis Barker
San Marcos, TX, 78666
(512) 393-5220 ext 11212 (Jesse)
Attn: Jesse Mancias jesse.mancias@co.hays.tx.us (512)620-2245 cell

Proposal #: AUS 202009101020
BUY BOARD CONTRACT# **565-18**

Job Date: 9/10/2020

Qty.	Item Description	Insurance Value (ea.)	Daily Rate	Weekly Rate	Monthly Rate
1	Generator - 250 KW / 300 KVA (Stand By Shift)	$118,500.00	$392.00	$980.00	$2,940.00
5	4/0 Cable 50' Camlock Ends	$325.00	$75.00	$150.00	$450.00
5	4/0 Pigtails (male)	$100.00	$10.00	$25.00	$75.00
5	4/0 Pigtails (female)	$100.00	$10.00	$25.00	$75.00
	Set-Up / Tear-Down	$870.00			
	Freight (estimate)	$700.00			
	Maintenance Fees (estimate)	$0.00			
	Environmental Fee (2% of Generator Rental Rate)	$58.80			
	Damage Waiver (14% of Equipment Total)	$495.60			
	Price Estimated is the INITIAL Monthly Rate:	$5,664.40			
	Price Estimated is the CONTINUAL Monthly rate:	$4,094.40			

***Equipment Offered is subject to availability. Price Valid for 60 Days, Sales Taxes will be added if applicable**

Customer Responsibilities

- Rental Shifts are defined as:
  - Single Shift - Allows 8 hours/day, 40 hours/week, 160 hours/month – **BASE RATE**
  - Double Shift - Allows 16 hours/day, 80 hours/week, 320 hours/month – **BASE RATE x 1.5**
  - Triple Shift - Unlimited hours – **BASE RATE x 2**
  - Standby Shift - Allows 1 hour/week
- Fuel used and not replenished will be billed @ $6.00 per gallon.
- Any permits and labor required to unload and/or operate the rental equipment is the responsibility of the customer.
- Checking and maintaining all fluid levels daily is the responsibility of the customer.
- Compliance with all city codes, permits, and/or licenses required is the responsibility of the customer.
- Customer must provide full insurance -or- we will supply Damage Waiver @ 14% of the rental value of ALL Equipment. Damage Waiver does not cover loss of unit.
- Planned Maintenance Service required after every 250 hours of operation for units under 600kVA. For units over 600kVA, service will be required for every 500 hours of operation.
- Failure to provide this maintenance will result in additional charges.
- Any damage caused to the site (dead grass, indentions in surface, etc) is the responsibility of the customer.

Thank you again for the opportunity to provide you with our quote, Please do not hesitate to call me if you have any questions

Cesar Ruiz

Rental Sales Account Manager
Office: (512) 744-1054
Mobile: (512) 762-7300
cruiz@cliffordpower.com

To accept the equipment offered in this proposal, please sign the acceptance line below and fax or e-mail this proposal back to me.

Accepted By:_____ PO#:_____ Date:_____

TERMS AND CONDITIONS TO RENTAL CONTRACT

1. DEFINITIONS. In addition to the terms defined on the reverse:
(a) Lease. The "Lease" shall mean these Terms and Conditions and the terms on the reverse.
(b) Term. The "Term" shall commence on the Commencement Date and shall continue until the Equipment is returned to CPS (even if such date of return is before or after the Scheduled Return Date); provided, nothing in this definition shall be deemed to waive Lessee's obligation to return the Equipment on the Scheduled Return Date in accordance with Section 8.

2. TITLE. The Lease is a true lease. Lessee shall have no title or interest in the Equipment other than Lessee's rights as lessee under the Lease. Lessee will not allow any liens or encumbrances to attach to the Equipment and will not remove or deface any markings or identification on the Equipment.

3. LEASE CHARGES. Lessee will pay CPS all of the following (all of which amounts shall collectively be referred to as "Lease Charges"):
(a) Rent. Lessee will pay rent ("Rent") at the rates specified on the reverse as follows:
The number of days in the Term will be determined inclusive of the day of delivery of the Equipment and the day of return of the Equipment. Such number of days will be referred to as the "Total Term Days." Additional changes may apply based upon hours of use. If the Term exceeds four weeks, the Basic Rent Rates may be adjusted by CPS upon 30 days notice in writing to Lessee with respect to any pm1ion of the Term then remaining. All Rent is subject to final review and determination by CPS.
(b) Excess Use Charge. Lessee will pay an excess use charge ("Excess Use Charge") if the Actual Hours of a piece of Equipment indicates it has been used in excess of the number of Allowed Hours based on the Shift selection on the reverse. The "Actual Hours" for each item of Equipment will be determined by the meter on the Equipment unless manifest error. The "Allowed Hours" for each item of Equipment shall be: if single shift is selected, the item of Equipment may be used for up to eight hours per day, not to exceed 40 hours per week; if double shift is selected, the item of Equipment may be used up to 16 hours per day, not to exceed 80 hours per week; and if triple shift is selected, the item of Equipment may be used up to 24 hours per day, not to exceed 120 hours per week. The allowed number of hours will be calculated as follows:
(1) For each full seven-day period in the Total Term Days, the number of Allowed Hours will be 40 for single shift, 80 for double shift, and 120 for triple shift;
(2) If the number of days remaining in the Total Term Days after subtracting the number of days in each full seven-day period is five or six, 40 hours for single shift and 80 hours for double shift will be added to the Allowed Hours; and
(3) If the number of days in the Total Term Days remaining after subtracting the number of days in each full seven-day period is less than five, the number of such days multiplied by 8 for single shift and 16 for double shift will be added to the Allowed Hours. If the Actual Hours for an item of Equipment exceed the Allowed Hours, the Excess Use Charge shall equal the product resulting from multiplying the number of excess hours by [A] l/16th of the Day Rate if the Total Term Days are three or less; [B] 1/80th of the Week Rate if the Total Term Days exceed three days but are 21 or less; and [C] 1/320th of the 4-Week Rate if the Total Term Days exceed 21. All Excess Rent Charges are subject to final review and determination by CPS.
(c) Sales and Use Taxes. Lessee will pay all use and other taxes and all licenses, fees, and permits imposed with respect to the Lease and the use of the Equipment.
(d) Return Fuel Charges. If indicated on the reverse, Lessee will pay CPS the Refill Fuel Rate specified on the reverse for the number of gallons required to refill the tank(s) at the time of return. The number of gallons will be determined by the chart posted at the CPS branch specified on the reverse.
* (e) Late Payment. Should Lessee fail to pay any Lease Charge when due, Lessee will pay interest to CPS on such delinquent payment until fully paid, at the lesser of (i) 18% per annum or (ii) the maximum rate allowed by the laws of the jurisdiction in which CPS branch specified on the reverse is located. Payment Terms per Government Code Chapter 2251 - see below
(f) Collection Expenses. Lessee shall pay CPS all expenses (including reasonable attorneys' fees) incurred by CPS in collecting any amount due under the Lease or enforcing any provision of the Lease and a reasonable fee for any check used for payment hereunder that is returned unpaid.
(g) Other Charges. Lessee will pay all other charges as specified on the reverse and in these Terms and Conditions, including charges for Loss as provided in Section 9.
(h) Registration/Training Fees: If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct cost, time and expenses, plus 20% for Seller's administration.

4. PAYMENT OF LEASE CHARGES; LIEN. Payment for all Lease Charges is due promptly upon receipt of invoice. If Lessee has established an account with CPS, the terms of the account will govern the payment of all Lease Charges. CPS will have lien rights as is allowed by law for all Lease Charges.

5. INSPECTION; WARRANTIES; MECHANICAL FAILURE.
(a) Inspection. Lessee acknowledges it has been provided the oppm1unity to inspect the Equipment. Lessee's use of the Equipment without prompt notice to CPS that the Equipment is not in good mechanical condition constitutes Lessee's acknowledgement that the Equipment is in good mechanical condition at that time. Lessee is responsible for the size of the Equipment unless Lessee provides written information as to the needs of Lessee and CPS specifies the size of the Equipment on the written information.
(b) Warranties. CPS warrants that (i) upon delivery of the Equipment in accordance with Section 6, the Equipment will be in good operating condition; and (ii) if CPS sized the Equipment as provided in Section 5(a), the size of the Equipment is adequate to perform the operations based on the written information provided by Lessee. In the event of any breach of warranty, Lessees exclusive remedy shall be as set forth in Section 14. THE WARRANTIES IN THIS SECTION 5(b) ARE IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
(c) Failure of Warranty; Mechanical Failure. If during the Term the Equipment is found by Lessee not to be in good mechanical condition other than as a result of a Loss described in Section9(a) or if Lessee discovers a breach of any warranty in Section 5(a), Lessee will promptly notify CPS, whereupon CPS will then, at its option and without any other liability or responsibility to Lessee: (i) repair or suitably replace the Equipment within a reasonable time during CPS normal working hours, with any Rent due under Section 3(a) to be abated during the period the Equipment is "down"; or (ii) remove the Equipment and terminate the Lease and refund payments of Rent, if any, for the unexpired term of the Lease, less whatever is due CPS for Loss. Lessee agrees to provide full access to the Equipment to CPS to enable CPS to meet its responsibilities hereunder

6. DELIVERY: Unless CPS is obligated to deliver the Equipment as specified on the reverse or in separate agreement, delivery of the Equipment will be at the CPS branch designated on the reverse, and Lessee will be responsible for all loading, demurrage, and other costs for loading and delivering the Equipment to the Equipment Location.

7. OPERATION; LOCATION; DAILY MAINTENANCE; SCHEDULED MAINTENANCE:
(a) Installation. Installation of the Equipment will be the obligation of Lessee.
(b) Operation. The Equipment will be used solely in Lessee's business and will be used only in accordance with the manufacturer's instructions within its rated capacity and will be operated in a careful and prudent manner and will not be operated in a reckless, negligent, or abusive manner or in any fashion or manner for which the Equipment was not designed. Use of the Equipment by persons other than Lessee or authorized operators will be at Lessee's sole risk. No one may repair or alter the Equipment without prior written approval of CPS.
(c) Failure to Operate; Repairs. If the Equipment fails to operate properly or becomes in need of repair, Lessee will immediately cease using it and will immediately notify CPS.
(d) Equipment Location. Except while in transport to or from the Equipment Location, the Equipment will be kept only at the Equipment Location, and will not be moved without the prior written consent of CPS. The Equipment shall be kept in a safe and secure manner.
(e) Maintenance. Lessee will perform or cause to be performed all normal periodic and other basic service, adjustments, and lubrication of the Equipment, including but not limited to: checking the Equipment before each shift; checking and maintaining the crankcase and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. Lessee will keep records of all maintenance performed.
(f) Scheduled Maintenance (PM), Lessee will perform PM every 250 hours of run time for all equipment up to and including 400 KVA. Lessee will perform PM every 500 hours of nm time for all equipment 500 KVA and larger. PM will include new oil equivalent to Shell Rotella 15W40, New Oil Filters and New Fuel Filters. Lessee will be responsible for additional charges if the PM is not performed, Lessee will keep records of all PM performed. PM Rate Sheet and Filter List available upon request. When PM is performed by the customer, proper disposal of used fluids and filters is the customer's responsibility.

8. RETURN.
(a) Date. Lessee will return the Equipment to CPS on the Scheduled Return Date. Unless CPS is obligated to pick-up the Equipment as specified on the reverse or in separate agreement, the return must be made during normal business hours of CPS at the branch identified on the reverse and Lessee will be responsible for all loading, demurrage, and other costs for loading and returning the Equipment to the CPS Branch; provided, if CPS shall direct Lessee to return the Equipment to a place other the CPS branch then Lessee shall pay the shipping expenses up to but not beyond the amount which would have been required to return the Equipment to the CPS branch. In the event the Equipment is not returned on the Scheduled Return Date, Lessee's right to continue in possession shall be on a day-to-day basis and CPS may demand return of the Equipment at any time.
(b) Condition; Check-in Procedures; Fuel. Lessee will return the Equipment to CPS in the same good and clean condition it was in when the Equipment was delivered to Lessee, ordinary wear excepted. Lessee will join with CPS in completing check-in documents and procedures as requested by CPS. Lessee will return the Equipment with the same amount of fuel as when delivered as specified on the reverse.

9. LOSS OR DAMAGE:
(a) Notice of Loss or Accident. "Loss" shall mean (i) any mechanical failure or loss of the Equipment resulting from the failure of Lessee to operate and maintain the Equipment in strict accordance with the terms of the Lease or (ii) any loss of, theft of, or damage to the Equipment for any cause whatsoever during the Term and whether or not due to the fault of Lessee, including but not limited to, fire, flood, theft, comprehensive losses, collision, rollover, and acts of God. Upon the occurrence of any Loss, Lessee shall promptly notify CPS by telephone and, thereafter, immediately report in writing to CPS and to the public authorities (if required by law or by CPS) all necessary information relating to the Loss.
(b) Risk of Loss. Except as provided in Section 9(c), Lessee will be responsible for all Loss as outlined in paragraph 9(a). Lessee will pay to CPS promptly upon invoice the amount of the Loss at the time the equipment was lost or damaged, plus an administrative fee and CPS related expenses, such as loss of use, appraisal fees, or recovery costs. In the event of Loss, CPS will be entitled to either make the repairs to the equipment or to select a third party to make the repairs. Lessee will be responsible for the cost of labor for repairs (which will be at the prevailing CPS hourly rate for labor posted at the branch where the equipment is to be repaired or the hourly rate for labor charged to CPS for repairs by the third party) and parts (at CPS cost plus a retail mark-up).
(c) Loss and Damage Waiver (LDW). If the LDW Option is selected per the Rental Contract and Lessee pays the additional charges for the LDW Option, then Lessee shall not be liable for any Loss to the item in excess of $1,000. HOWEVER, regardless if the LDW Option is selected the LESSEE WILL BE LIABLE FOR ALL LOSS as outlined in Section 9(b) IF THE LOSS RESULTS FROM (I) VANDALISM, MALISCIOUS MISCHIEF, THEFT, or CONVERSION of the EQUIPMENT OR (2) THE GROSS NEGLIGENCE OF LESSEE (which includes, but is in no way limited to, the use or operation of the equipment in a reckless or abusive manner OR (3) INTENTIONAL DAMAGE TO THE EQUIPMENT BY LESSEE OR WITH LESSEE'S PERMISSION OR (4) ANY OF THE FOLLOWING CIRCUMSTANCES: (i) striking overhead objects with the Equipment; (ii) all damage to the Equipment resulting from any exposure to flooding, radioactive, contaminated, or other hazardous materials; (iii) all damage associated with any rollover or upset of the Equipment; (iv) use or operation of the Equipment by any person other than Lessee; (v) use or operation of the Equipment in violation of any law or ordinance; (vi) the failure of Lessee to perform basic maintenance as required under Section 7; (vii) any other failure of Lessee to comply with the Lease; or (viii) Lessee's failure to secure the Equipment or by not reasonably restricting access to the Equipment. LDW IS NOT INSURANCE OR WARRANTY. IN THE EVENT OF LOSS OR THEFT LESSEE IS RESPONSIBLE FOR THE FULL REPLACEMENT VALUE OF THE EQUIPMENT.

10. OTHER COVENANTS. Throughout the Term, Lessee shall:
(a) Compliance. Lessee shall comply with all federal, state, and local laws and regulations affecting the Equipment and its use, possession, operation, maintenance, installation, dismantling, servicing, and transportation, including, without limitation, licensing and building code requirements and environmental laws.
(b) Inspections. Lessee shall permit CPS and its authorized representatives to inspect the Equipment at any time and review all records of Lessee pet1aining to the operation and maintenance of the Equipment.

11. INSURANCE. Throughout the Term, Lessee shall maintain the following insurance:
(a) Liability Insurance for Injury/ Damage to Third Parties. Lessee shall maintain in force applicable liability insurance policies, which shall include liability limits written on a combined single limit basis of not less than $1,000,000 per occurrence for equipment rental, not including motor vehicles, and a commercial general liability insurance policy which must include contractual liability coverage.
(b) Property Insurance/Physical Damage Insurance (CPS Equipment). For each piece of Equipment for which the LDW Option is not selected, Lessee shall maintain in force Property Insurance/ Physical Damage Insurance in an amount adequate to cover any Loss to the Equipment. Lessee's policies must expressly provide coverage for non-owned Equipment, while in Lessee's care, custody, and control. Lessee will, on demand, furnish CPS with a ce11ificate(s) of insurance evidencing the applicable coverage. Such certificate(s) shall be endorsed to provide that the applicable insurance policies may not be cancelled or materially modified except on thirty (30) days written notice to CPS at CPS branch identified on the reverse.

12. INDEMNIFICATION. LESSEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS CPS, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL LOSS, LIABILITY, CLAIM, ACTION, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, WHICH RELATE TO ORARJSE OUT OF (i) PERSONAL INJURY OR DEATH OF ANY PERSON (INCLUDING BUT NOT LIMITED TO EMPLOYEES OF LESSEE) OR DAMAGE TO OR LOSS OF PROPERTY OF ANY PERSON OR ENTITY, ARISING OUT OF OR OCCURRING IN CONNECTION WITH THE USE, POSSESSION, OPERATION, MAINTENANCE, INSTALLATION, SERVICING, OR TRANSPORTATION OF THE EQUIPMENT OR LESSEE'S FAILURE TO COMPLY WITH THE TERMS OF THE LEASE, EVEN IF SUCH INJURY, DEATH, OR DAMAGE RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF CPS, ITS OFFICERS, AGENTS, OR EMPLOYEES OR (ii) OR ANY OTHER CLAIM OR LOSS SUFFERED BY CPS AS A RESULT OF ANY FAILURE OF LESSEE TO PERFORM ITS OBLIGATIONS UNDER THE LEASE. THE INDEMNIFICATION OBLIGATIONS OF LESSEE IN THIS SECTION 12 SHALL APPLY EVEN IF SUCH CLAIM OR LOSS RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF CPS, ITS OFFICERS, AGENTS, OR EMPLOYEES. TO THE EXTENT PROVIDED IN THIS SECTION 12, LESSEE EXPRESSLY AGREES TO INDEMNIFY CPS FOR THE NEGLIGENCE OR OTHER MISCONDUCT OF CPS.

13. DEFAULT: Lessee shall be in default of the Lease upon the occurrence of any one or more of the following events (each such event an "Event of Default"):
(a) Failure to Comply. Lessee fails to pay any Lease Charge when due or breaches any other term of the Lease or Lessee is in default pursuant to the previsions of any other agreement by and between Lessee and CPS.
(b) Representations. Any representation of Lessee made to CPS shall be false at the time made.
(c) Insolvency. Lessee becomes insolvent or ceases to do business as a going concern, or there is a general assignment of Lessee's assets for the benefit of Lessee's creditors, or a receiver is appointed for Lessee or for any of

Lessee's property, or a petition is filed by Lessee or an order for relief is entered against Lessee under the United States Bankruptcy Code or any other bankruptcy, insolvency, or reorganization law.
(d) Adequate Assurances. Lessee fails to give adequate assurances of due performance to CPS by written response within a reasonable time (not exceeding three days) after the date CPS gives notice to Lessee requesting adequate assurances of due performance.

14. REMEDIES:

(a) Remedies. Upon the occurrence of an Event of Default, CPS may (i) peaceably enter any premises where the Equipment is located and render it inoperative or remove the Equipment with or without process of law and without any notice or liability to Lessee; (ii) terminate the Lease without notice to Lessee or prejudice to any remedies or claims which CPS might otherwise have for rent, expense of retaking, court costs, and reasonable attorneys' fees; and (iii) pursue any other remedies available to CPS at law or in equity. Lessee will remain liable for the Equipment or for any Loss notwithstanding such termination. The remedies provided in the Lease in favor of CPS are not exclusive, but shall be cumulative and in addition to all other remedies, any one or more of which may be exercised simultaneously or successively. Lessee hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for CPS recovering the Equipment and agrees to permit such entry and action by CPS. CPS shall have the right to issue and circulate theft notices, cause warrants to be issued or take any other steps which CPS will reasonably deem necessary to recover the Equipment, if the Equipment is not returned upon Default.
(b) Jurisdiction. Without excluding any other court that may have jurisdiction and acknowledging that the chief executive office of CPS is located in Tulsa, Oklahoma, Lessee consents to the jurisdiction (and waives any objection to forum non conveniens) of the District Court of Tulsa County, State of Oklahoma and the Federal District Court for the N01thern District of Oklahoma, United States of America in any dispute concerning the Lease or its interpretation or enforcement.
(c) Fees. If any legal action is initiated concerning the Lease, the prevailing party shall be entitled to costs of litigation, interest, and reasonable attorneys' fees, in addition to any other recovery obtained.
(d) Limitation. In no event will CPS be liable to Lessee for indirect, incidental, consequential, or special damages under the Lease. The maximum liability of CPS to Lessee for damages under the Lease shall in no event exceed the Lease Charges paid by Lessee.

15. MISCELLANEOUS.

(a) Amendment. No change, modification, or alteration of the terms of the Lease will be effective against CPS unless the same is in writing signed by CPS.
(b) Notice. Any notice under the Lease shall be delivered to the address specified on the reverse and shall be deemed effective upon receipt.
(c) Headings. The section headings contained in the Lease are for convenience only and will not be used to expand or limit the actual terms and conditions hereof
(d) Governing Law. The Lease shall be governed by the laws of the State of Oklahoma (without regard to its choice of law rules).
(e) Assignment. Lessee shall not assign or delegate any of its rights or obligations under the Lease without the prior written approval of CPS.

*PAYMENT TERMS PER 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.

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 Joint Election Agreements for jurisdictions contracting with Hays County Elections for the November 3, 2020 General Election.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Anderson	JONES	N/A

SUMMARY

Pursuant to TEC 271.002 If an election ordered by the governor and the elections ordered by the authorities of one or more political subdivisions are to be held on the same day in all or part of the same county, the commissioners court of a county in which the election ordered by the governor is to be held and the governing bodies of the other political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places.

The following Counties have entered into Joint Elections Agreements with Hays County for the November 3, 2020 General Election:

City of San Marcos
San Marcos CISD
Wimberley ISD
Maxwell Special Utility District
City of Austin
City of Buda
Hays County Water Control Improvement District #2
Johnson City ISD
City of Kyle
Hays Trinity Groundwater District
City of Mountain City
Dripping Springs ISD
City of Woodcreek
Barton Springs Edwards Aquifer Conservation District

Attached: Representative Agreement is attached

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS

This Joint Election Agreement ("Agreement") is made this the 20th day of August, 2019, between the _____ (the "City") _____, Texas 78___ and Hays County (the "County"), 111 E. San Antonio Street, Suite 300, San Marcos, Texas 78666, pursuant to Chapter 271 of the Texas Election Code.

Pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code, the Joint Election Agreement set forth below is entered into by and between the City and the County agree as follows:

Section 1. ***Scope of Joint Election Agreement.*** The City enters this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2019 through July 2020.

Section 2. ***Appoint Election Officer.*** The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2019 through July 2020.

Section 3. ***Early Voting Polling Locations.*** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail St, 1012, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. ***Voting by Mail Ballot.*** The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail Ste 1045 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. ***Election Day Polling Locations.*** Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. ***Election Day.*** On Election day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

EXAMPLE

Section 7. ***Use of Common Ballot***. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The Mobile Ballot Boxes ("MBBS") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail Ste 1045, San Marcos, Texas and the MBBS will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the MBBS containing the voted ballots for the period of time prescribed by the Texas Election Code. All MBBS that are not placed in active voting equipment will remain locked in the Officers' office. MBBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all MBBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. ***Reporting of Returns.*** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. ***Cost Sharing.*** The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	135,000/255,000=	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	100,000/255,000=	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	20,000/255,000=	7.84% of total cost
Aggregate Registered Voters -	255,000		

$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

EXAMPLE

Section 10. ***Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. ***Effective Date.*** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. ***Force Majeure.*** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject tothe reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

EXAMPLE

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Ste 1045
San Marcos, Texas 78666

Address of Political Subdivision

_____, Texas _____

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

EXAMPLE

WITNESS OUR HANDS this___ day of ____, 2020

Hays County Elections Administrator

_____
Jennifer Anderson
Elections Administrator

Attest:

_____

City of

_____
Name:
Title

Attest:

_____

EXAMPLE

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 to approve the selection of Garver Engineering for drainage, roadway alignment, and environmental studies and recommendations at Sentinel Peak Preserve and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 15, 2020	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcherding	SHELL	N/A

SUMMARY

This action will provide recommendations regarding environmental, drainage, and roadway alignment.

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 $1,028,339.75 for Trails at Windy Hill, Phase Two Subdivision (Bond # 41420699).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The final plat for the Trails at Windy Hill, Phase Two subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

SUBDIVISION BOND

Bond No. 41420699

KNOW ALL MEN BY THESE PRESENTS, that we Continental Homes of Texas, L.P. dba D.R. Horton, Inc.

10700 Pecan Park Blvd., Suite 400 Austin, TX 78750

as Principal, and Platte River Insurance Company

authorized to do business in the State of TX, as Surety, are held and firmly bound unto

Hays County

as Obligee, in the penal sum of One Million Twenty Eight Thousand Three Hundred Thirty Nine Dollars and Seventy Five Cents ($ 1,028,339.75) DOLLARS, lawful money of the United States of America, 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, Continental Homes of Texas, L.P. dba D.R. Horton, Inc. has agreed to construct in Southgrove Trails at Windy Hill

the following improvements: Southgrove Trails at Windy Hill Phase 2 - Paving and Drainage

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of August, 2020.

Continental Homes of Texas, L.P. dba D.R. Horton, Inc.
Principal

By: _____

Platte River Insurance Company

By: _____
Noah Pierce
Attorney-in-Fact

S-3689/GEEF 2/98

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41420699

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- NOAH PIERCE; JENNIFER SPURWAY ----------

its true and lawful Attorney(s)-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 contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED$20,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest: John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of August, 20 20.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Antonio Celii

Antonio Celii
General Counsel, Vice President & Seccretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 10-2017)

Platte River Insurance Company
500 Northridge Rd., Suite 375, Atlanta, GA 30350

IMPORTANT NOTICE - TEXAS

To obtain information or make a complaint:

- You may contact your company representative at 1-800-475-4450
- You may call **Platte River Insurance Company's** toll-free telephone number for information or to make a complaint at:

  1-800-475-4450

- You may also write to **Platte River Insurance Company** at:

  Platte River Insurance Company
  1600 Aspen Commons
  Middleton, Wisconsin 53562

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

  1-800-252-3439

- You may write the Texas Department of Insurance at:

  P.O. Box 149104
  Austin, TX 78714-9104

  FAX # (512) 490-1007

  Web: http://www.tdi.texas.gov

  E-mail: ConsumerProtection@tdi.texas.gov

- **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
- **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

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BENCHMARKS:

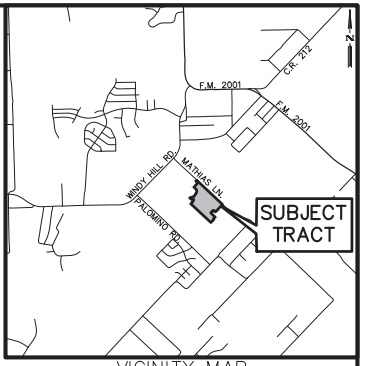
BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT IT'S INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1,000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13926877.7433
GRID EASTING: 2346021.0439
ELEVATION: 663.93 FEET NAVD-88

BENCHMARK #3 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN DRIVEWAY THAT ABUTS THE NORTHEASTERLY END OF MATHAIS LANE FOR ACCESS TO A CELL TOWER, BEING APPROXIMATELY 2,650 FEET SOUTHEAST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13925753.6204
GRID EASTING: 2348696.8588
ELEVATION: 667.73 FEET NAVD-88

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	99	15.226 AC.
LIFT STATION	1	0.640 AC.
RIGHT-OF-WAY	–	4.087 AC.
OPEN SPACE/DRAINAGE	1	9.669 AC.
OPEN SPACE	2	0.126 AC.
TOTAL	103	29.748 AC.



VICINITY MAP
NOT TO SCALE

C.R. 123/MATHIAS LANE
(R.O.W. VARIES, NO DEED OF RECORD)

AT&T MOBILITY TEXAS LLC
LEASE AGREEMENT
VOL. 3774, PG. 545
VOL. 3775, PG 521
O.P.R.H.C.

J. WILLIAMS SURVEY
A-533

CALLED 42.178 ACRES
THE TRAILS, LLC
DOC. NO. 18041165, O.P.R.H.C.

REMAINDER OF A CALLED 161.170 ACRES
(TRACT 5)
D.E. AND NOVA CRUMLEY FAMILY LIMITED PARTNERSHIP
DOC. NO. 9904912, O.P.R.H.C.

"CAPITAL"

S 46°54'59" E 1,598.72'

S 46°54'59" E 765.14'

SAMUEL LITTLE SURVEY NO. 8
ABSTRACT NO. 286

APACHE PLUM DR. (50' R.O.W.)

SPIDER LILY DRIVE (60' R.O.W.)

CHERRY LAUREL LN. (50' R.O.W.)

TRAILS AT WINDY HILLS PHASE 1
DOC. NO. _____ O.P.R.H.C.

TEXAS ASH DR. (60' R.O.W.)

FALL ASTER DR. (50' R.O.W.)

CORALBEAN DRIVE (50' R.O.W.)

SPIDER LILY DRIVE (60' R.O.W.)

N 43°03'40" E 262.62'

N 46°52'08" W 181.02'

N 71°49'26" E 214.26'

S 43°00'05" W 471.83'

S 46°58'23" E 280.00'

S 46°58'23" E 687.19'

N 46°58'23" W 650.73'
(N 46°58'36" W 862.47')

N 46°58'23" W 705.89'

N 46°58'23" W 549.98'
(N 46°58'36" W 1,731.22')
[N 46°59'52" W 1731.04']

S 43°01'37" W 190.00'

ENGINEER CALCULATED 100-YEAR FLOOD PLAIN

SEE EASEMENT DETAIL C SHEET 2

DRAINAGE ESMT. HEREBY DEDICATED

SEE EASEMENT DETAIL B SHEET 2

SEWER ESMT. HEREBY DEDICATED

SEE EASEMENT DETAIL A

DRAINAGE ESMT. HEREBY DEDICATED

UNSHADED ZONE "X"
ZONE "AE"

LIFT STATION

26 OPEN SPACE/ DRAINAGE EASEMENT

12 AMENITY CENTER

TEMPORARY TURNAROUND ESMT. DOC. NO. _____ O.P.R.H.C.

CALLED 81.311 ACRES
(TRACT 1)
THE TRAILS, LLC
DOC. NO. 17016288, O.P.R.H.C.

FOSTER PLACE
VOL. 10, PG. 103-104, P.R.H.C.

LOT 1
"CARSON & BUSH"

CALLED 12.565 ACRES
MARIO DIEGO AND YASMIN DIEGO PEREZ
DOC. NO. 17013654, O.P.R.H.C.

CALLED 25.449 ACRES
DELMAS V. LIPPARD, LORRAINE G. LIPPARD
VOL. 2019, PG. 889, O.P.R.H.C.

DETAIL A
NOT TO SCALE

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 0.9999091101

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

0 100 200 300

LEGEND

D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.H.C.	DEED RECORDS OF HAYS COUNTY
G.B.R.A.	GUADALUPE-BLANCO RIVER AUTHORITY
H.C.P.R.	HAYS COUNTY PLAT RECORDS
M.U.E.	MUNICIPAL UTILITY EASEMENT
NO.	NUMBER
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.R.H.C.	PLAT RECORDS OF HAYS COUNTY
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.W.E.	WASTEWATER EASEMENT
( )	RECORD CALL DOC. NO. 17016288
{ }	RECORD CALL VOL. 2019, PG. 889
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
△	CALCULATED POINT
.....	PROPOSED SIDEWALK
106	FEMA ZONE "AE"

FINAL PLAT
TRAILS AT WINDY HILL PHASE 2

A SUBDIVISION OF 29.748 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

OWNER: CONTINENTAL HOMES OF TEXAS, L.P.
ADDRESS: 10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TX. 78750
PHONE: (512) 345-4663 FAX: _____

ACREAGE: 29.748 ACRES
SURVEY: SAMUEL LITTLE SURVEY NO. 8 ABS NO. 286

NUMBER AND ACREAGE BY LOT TYPE:
RESIDENTIAL: 99 LOTS/15.226 ACRES
LIFT STATION: 1 LOT/0.640 ACRE
OPEN SPACE/DRAINAGE: 1 LOTS/9.669 ACRES
OPEN SPACE: 2 LOT/0.126 ACRE
RIGHT-OF-WAY: 4.087 ACRES

03/31/2020

SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, RPLS)
PHONE: (512) 879-0441 FAX: _____

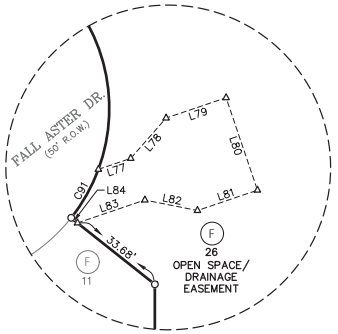
ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, PE)
PHONE: (512) 879-0433 FAX: _____

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

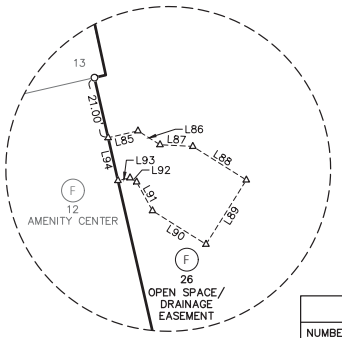
G:\TXC\Projects\Survey Projects\Windy Hill\6399-00 Trails at Windy Hill Phase 2\04_Finals\Drawings\WINDY_HILLS_P2_PLAT_20200331.dwg, 3/31/2020 8:44 AM, mmleslie, 1:1

EASEMENT DETAILS

DRAINAGE EASEMENT B
SCALE 1" = 30'



DRAINAGE EASEMENT C
SCALE 1" = 30'



CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	23.56'	15.00'	90°00'00"	S 88°01'37" W	21.21'
C2	218.14'	60.00'	208°18'17"	N 22°37'21" W	116.36'
C3	34.83'	25.00'	79°50'09"	N 86°51'25" W	32.08'
C4	39.28'	25.00'	90°01'21"	N 88°04'20" E	35.36'
C5	23.58'	15.00'	90°03'24"	S 88°03'19" W	21.22'
C6	23.55'	15.00'	89°56'36"	S 01°56'41" E	21.20'
C7	16.09'	25.00'	36°52'12"	S 65°21'05" E	15.81'
C8	142.84'	50.00'	163°40'59"	N 01°56'41" W	98.99'
C9	16.09'	25.00'	36°52'12"	S 61°27'43" W	15.81'
C10	274.89'	175.00'	90°00'00"	S 01°58'23" E	247.49'
C11	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C12	23.55'	25.00'	53°58'05"	N 16°02'34" E	22.69'
C13	301.53'	60.00'	287°56'10"	S 46°58'23" E	70.59'
C14	23.55'	25.00'	53°58'05"	S 70°00'39" W	22.69'
C15	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C16	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C17	793.25'	505.00'	90°00'00"	N 01°58'23" W	714.18'
C18	23.55'	15.00'	89°56'36"	N 01°56'41" W	21.20'
C19	23.58'	15.00'	90°03'24"	N 88°03'19" E	21.22'
C20	39.25'	25.00'	89°56'36"	S 01°56'41" E	35.34'
C21	353.43'	225.00'	90°00'00"	S 01°58'23" E	318.20'
C22	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C23	23.56'	15.00'	90°00'00"	S 88°01'37" W	21.21'
C24	699.00'	445.00'	90°00'00"	N 01°58'23" W	629.33'
C25	12.94'	25.00'	29°39'15"	S 57°51'14" W	12.80'
C26	10.61'	25.00'	24°18'50"	S 84°50'17" W	10.53'
C27	39.94'	60.00'	38°08'08"	N 77°55'38" E	39.20'
C28	35.68'	60.00'	34°04'09"	N 41°49'29" E	35.15'
C29	43.78'	60.00'	41°48'37"	N 03°53'06" E	42.82'
C30	43.78'	60.00'	41°48'37"	N 37°55'31" W	42.82'
C31	47.64'	60.00'	45°29'38"	N 81°34'39" W	46.40'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C32	40.57'	60.00'	38°44'35"	S 56°18'15" W	39.80'
C33	46.62'	60.00'	44°30'53"	S 14°40'31" W	45.45'
C34	3.52'	60.00'	3°21'33"	S 09°15'42" E	3.52'
C35	21.24'	175.00'	6°57'20"	S 43°29'43" E	21.23'
C36	142.25'	175.00'	46°34'25"	S 16°43'50" E	138.37'
C37	45.85'	175.00'	15°00'41"	S 14°03'43" W	45.72'
C38	51.51'	175.00'	16°51'49"	S 29°59'58" W	51.32'
C39	14.04'	175.00'	4°35'45"	S 40°43'44" W	14.03'
C40	6.76'	50.00'	7°45'06"	N 76°01'15" E	6.76'
C41	35.87'	50.00'	41°05'55"	N 51°35'45" E	35.10'
C42	33.98'	50.00'	38°56'33"	N 11°34'31" E	33.33'
C43	33.95'	50.00'	38°54'12"	N 27°20'51" W	33.30'
C44	32.28'	50.00'	36°59'14"	N 65°17'34" W	31.72'
C45	10.95'	25.00'	25°05'36"	S 71°14'23" E	10.86'
C46	16.09'	25.00'	36°52'12"	S 65°21'05" E	15.81'
C47	20.36'	505.00'	2°18'36"	S 41°52'19" W	20.36'
C48	48.11'	505.00'	5°27'32"	S 37°59'15" W	48.10'
C49	38.12'	505.00'	4°19'31"	S 33°05'44" W	38.11'
C50	48.11'	505.00'	5°27'32"	S 28°12'13" W	48.10'
C51	48.11'	505.00'	5°27'32"	S 22°44'41" W	48.10'
C52	38.12'	505.00'	4°19'31"	S 17°51'10" W	38.11'
C53	38.12'	505.00'	4°19'31"	S 13°31'39" W	38.11'
C54	57.75'	505.00'	6°33'06"	S 08°05'20" W	57.71'
C55	38.12'	505.00'	4°19'31"	S 02°39'02" W	38.11'
C56	48.11'	505.00'	5°27'32"	S 02°14'29" E	48.10'
C57	48.11'	505.00'	5°27'32"	S 07°42'01" E	48.10'
C58	58.07'	505.00'	6°35'17"	S 13°43'25" E	58.03'
C59	48.10'	505.00'	5°27'25"	S 19°44'46" E	48.08'
C60	38.09'	505.00'	4°19'19"	S 24°38'09" E	38.09'
C61	48.11'	505.00'	5°27'29"	S 29°31'33" E	48.09'
C62	48.12'	505.00'	5°27'34"	S 34°59'05" E	48.10'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C63	38.11'	505.00'	4°19'27"	S 39°52'35" E	38.10'
C64	38.65'	505.00'	4°23'04"	S 44°13'51" E	38.64'
C65	4.85'	505.00'	0°33'00"	S 46°41'53" E	4.85'
C66	13.23'	225.00'	3°22'05"	S 41°20'34" W	13.22'
C67	46.00'	225.00'	11°42'48"	S 33°48'07" W	45.92'
C68	36.04'	225.00'	9°10'38"	S 23°21'24" W	36.00'
C69	36.04'	225.00'	9°10'38"	S 14°10'47" W	36.00'
C70	46.00'	225.00'	11°42'48"	S 03°44'04" W	45.92'
C71	46.88'	225.00'	11°56'18"	S 08°05'29" E	46.80'
C72	46.00'	225.00'	11°42'48"	S 19°55'02" E	45.92'
C73	36.04'	225.00'	9°10'38"	S 30°21'45" E	36.00'
C74	45.89'	225.00'	11°41'09"	S 40°47'39" E	45.81'
C75	1.32'	225.00'	0°20'10"	S 46°48'18" E	1.32'
C76	20.85'	445.00'	2°41'06"	S 45°37'50" E	20.85'
C77	51.62'	445.00'	6°38'48"	S 40°57'53" E	51.59'
C78	64.55'	445.00'	8°18'41"	S 33°29'09" E	64.50'
C79	77.27'	445.00'	9°56'55"	S 24°21'21" E	77.17'
C80	64.53'	445.00'	8°18'29"	S 15°13'39" E	64.47'
C81	51.62'	445.00'	6°38'48"	S 07°45'00" E	51.59'
C82	51.62'	445.00'	6°38'48"	S 01°06'12" E	51.59'
C83	64.34'	445.00'	8°17'02"	S 06°21'43" W	64.28'
C84	51.62'	445.00'	6°38'48"	S 13°49'38" W	51.59'
C85	64.41'	445.00'	8°17'34"	S 21°17'49" W	64.35'
C86	51.62'	445.00'	6°38'48"	S 28°46'00" W	51.59'
C87	64.43'	445.00'	8°17'46"	S 36°14'17" W	64.38'
C88	20.51'	445.00'	2°38'26"	S 41°42'24" W	20.51'
C89	15.00'	505.00'	1°42'08"	N 11°16'51" W	15.00'
C90	22.64'	60.00'	21°37'20"	N 19°09'27" E	22.51'
C91	19.06'	60.00'	18°12'18"	N 72°25'38" E	18.98'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 46°58'23" W	115.13'
L2	S 43°01'37" W	50.00'
L3	S 43°01'37" W	115.00'
L4	S 43°01'37" W	130.00'
L5	S 46°58'23" E	31.47'
L6	N 43°03'40" E	116.16'
L7	N 08°28'12" W	36.45'
L8	N 46°56'20" W	71.00'
L9	N 30°10'22" E	124.29'
L10	S 59°49'38" E	3.97'
L11	N 30°56'40" E	93.17'
L12	N 02°36'16" E	113.27'
L13	N 46°56'20" W	125.00'
L14	N 43°03'40" E	31.94'
L15	S 43°01'37" W	92.00'
L16	S 43°01'37" W	95.31'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L17	S 46°58'23" E	83.68'
L18	S 43°01'37" W	60.00'
L19	S 46°54'59" E	90.00'
L20	S 43°01'37" W	100.35'
L21	S 46°58'23" E	83.68'
L22	N 42°59'54" E	58.71'
L23	N 32°08'20" E	11.18'
L24	N 32°08'20" E	40.73'
L25	N 32°08'20" E	40.73'
L26	S 32°08'20" W	50.92'
L27	S 32°08'20" W	39.74'
L28	N 35°54'15" W	48.08'
L29	N 35°54'15" W	60.45'
L30	N 27°21'53" W	60.40'
L31	N 27°21'53" W	47.86'
L32	N 17°35'08" W	60.39'
L33	S 43°01'37" W	102.16'
L34	N 79°33'43" W	42.11'
L35	N 04°58'15" W	60.41'
L36	N 04°58'15" W	60.41'
L37	N 02°39'02" E	47.92'
L38	N 08°05'20" E	72.57'
L39	N 13°31'39" E	47.92'
L40	N 17°51'10" E	47.92'
L41	N 22°24'50" E	60.49'
L42	N 28°32'04" E	60.49'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L43	N 33°05'44" E	47.92'
L44	N 37°59'15" E	60.48'
L45	N 42°21'31" E	44.23'
L46	S 29°53'26" E	25.36'
L47	S 29°53'26" E	56.82'
L48	S 20°16'03" E	72.47'
L49	S 07°48'19" E	73.86'
L50	S 03°38'59" W	72.45'
L51	S 14°12'42" W	56.81'
L52	S 22°42'16" W	56.86'
L53	S 55°50'36" E	18.06'
L54	S 78°15'39" E	12.87'
L55	S 57°28'11" E	15.34'
L56	S 34°09'24" W	24.82'
L57	N 57°28'11" W	15.17'
L58	N 34°00'33" W	13.20'
L59	N 55°50'36" W	11.73'
L60	S 79°34'13" W	1.94'
L61	N 79°33'43" W	9.59'
L62	S 43°01'37" W	32.03'
L63	S 88°03'40" W	65.63'
L64	N 88°03'40" E	36.53'
L65	N 46°56'20" W	99.95'
L66	S 88°03'40" W	99.00'
L67	N 46°56'20" W	29.70'
L68	N 88°03'40" E	128.69'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L69	S 46°56'20" E	129.65'
L70	N 88°03'40" E	109.73'
L71	S 88°03'40" W	88.73'
L72	N 01°56'20" W	88.73'
L73	S 46°56'20" E	125.49'
L74	N 59°49'38" W	107.22'
L75	N 30°10'22" E	21.00'
L76	S 59°49'38" E	118.83'
L77	S 65°41'31" E	11.63'
L78	N 84°21'31" E	18.29'
L79	S 65°38'29" E	21.59'
L80	S 24°21'31" W	33.28'
L81	N 65°38'29" W	21.59'
L82	N 35°38'29" W	18.28'
L83	N 65°41'31" W	24.26'
L84	N 08°28'12" W	2.77'
L85	N 59°49'38" W	10.42'
L86	N 14°49'38" W	8.87'
L87	N 43°52'54" W	11.20'
L88	N 14°49'38" W	21.54'
L89	N 75°10'22" E	25.87'
L90	S 14°49'38" E	21.54'
L91	S 14°13'39" W	11.20'
L92	S 14°49'38" E	2.66'
L93	S 59°49'38" E	4.21'
L94	S 30°10'22" W	15.00'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
26	F	418,822
27	F	7,800
28	F	5,200
29	F	6,500
30	F	6,500
31	F	6,500
32	F	5,403
33	F	7,031
34	F	5,579
35	F	7,041
36	F	7,041
37	F	5,579
38	F	5,579
39	F	8,423
40	F	5,579
41	F	6,944
42	F	6,944
43	F	27,866
44	F	6,960
45	F	5,521
46	F	6,961
47	F	7,002
48	F	5,611
49	F	5,795
50	F	6,500
51	F	7,800
52	F	6,500
53	F	5,200
54	F	5,200
55	F	6,500
56	F	6,500
57	F	7,800
58	F	6,500
59	F	6,500

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	J	7,477
2	J	5,000
3	J	5,000
4	J	5,458
5	J	7,230
6	J	5,934
7	J	7,543
8	J	6,129
9	J	7,752
10	J	6,223
11	J	6,257
12	J	7,751
13	J	9,171
14	J	7,612
15	J	5,860
16	J	6,692
17	J	5,200
18	J	7,752
19	J	7,752
20	J	5,200
21	J	7,840
22	J	6,002
23	J	7,625
24	J	7,770
25	J	7,618
26	J	5,998
27	J	6,015
28	J	7,664
29	J	5,511
30	J	5,200
31	J	7,676

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
30	K	5,200
31	K	6,500
32	K	6,500
33	K	5,200
34	K	5,200
35	K	7,752

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	M	2,368
2	M	6,100
3	M	7,320
4	M	6,100
5	M	6,099
6	M	4,501
7	M	9,125
8	M	12,970
9	M	5,874
10	M	5,400
11	M	6,827
12	M	5,457
13	M	6,717
14	M	5,030
15	M	5,479
16	M	7,136
17	M	4,950
18	M	6,620
19	M	5,488
20	M	6,770

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
21	M	4,393
22	M	8,035
23	M	16,621
24	M	12,224
25	M	13,558
26	M	4,952
27	M	4,373
28	M	6,489
29	M	5,202
30	M	5,203
31	M	5,204
32	M	7,759

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
SPIDER LILY DRIVE	60 FT.	1,579 FT.
APACHE PLUM DR.	50 FT.	938 FT.
CORALBEAN DR.	50 FT.	626 FT.
TOTAL LINEAR FEET		3,143 FT.

FINAL PLAT

TRAILS AT WINDY HILL PHASE 2

A SUBDIVISION OF 29.748 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Windy Hill\6399-00 Trails at Windy Hill Phase 2\04_Finals\Drawings\WINDY_HILLS_P2_PLAT_20200331.dwg, 3/31/2020 8:44 AM, mmleslie, 1:1

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, L.P., BEING THE OWNER OF AN 81.3113 ACRE TRACT OF LAND OUT OF THE SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED AS RECORDED IN INSTRUMENT NUMBER 18043360 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 29.748 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 2

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

_____

CONTINENTAL HOMES OF TEXAS, L.P.
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____ _____
JONATHAN O. NOBLES, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF HAYS §

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

_____
CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK __.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____, PAGES _____.

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

_____
ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/ INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

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, C.F.M., R.S.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

TRAILS AT WINDY HILL PHASE 2 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

_____ _____
MARIO TOBIAS, GENERAL MANAGER DATE
GOFORTH SPECIAL UTILITY DISTRICT

_____ _____
MICHAEL CHASE, PRESIDENT DATE
NORTH HAYS COUNTY M.U.D. NO. 1

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION,
AND HEREBY APPROVED ON THIS THE _____ DAY OF _____, 20___, A.D.

_____
CITY OF KYLE, PLANNING & ZONING
COMMISSION CHAIRPERSON

REVIEWED BY: _____
LEON BARBA, CITY ENGINEER, CITY OF KYLE

REVIEWED BY: _____
HARPER WILDER, DIRECTOR OF PUBLIC WORKS, CITY OF KYLE

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0293F AND 4209C0291F, REVISED SEPTEMBER 2, 2005. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY (LIMITS OF DETAILED STUDY STOP AT THE SOUTH BOUNDARY LINE OF THE PARENT TRACT).
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
7. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
8. SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
9. GAS IS PROVIDED BY CENTERPOINT ENERGY.
10. TELEPHONE/CABLE PROVIDED BY FRONTIER.
11. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
12. WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
13. WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
14. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
15. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
16. THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 103. THE AVERAGE LOT SIZE IS 0.249 ACRE. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 1. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 102.
17. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
18. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
19. THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
20. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA, THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721, OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

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

GUADALUPE-BLANCO RIVER AUTHORITY NOTES:

1. THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY IN THE AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, AND RELOCATING BURIED AND/OR EXPOSED SANITARY SEWER FACILITIES AND APPURTENANCES.
2. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, GBRA SHALL HAVE THE RIGHT TO REMOVE SAID LANDS OF ALL TREES OR PARTS THEREOF, OR ANY OTHER OBSTRUCTIONS WHICH MAY ENDANGER, OR INTERFERE WITH MAINTENANCE OF, THE FACILITIES AND APPURTENANCES.
3. OTHER UTILITIES, STRUCTURES, GRADING, DRAINAGE, DETENTION/RETENTION PONDS, LANDSCAPING, TREES, ROADS, PARKING LOTS, FENCES, WALLS, CONSTRUCTION OF ANY TYPE, OR ANY OTHER IMPROVEMENTS OR OBSTRUCTIONS, ARE NOT ALLOWED WITHIN GBRA EASEMENTS.
4. DESIGNS FOR ANY PROPOSED ALTERATIONS OR CROSSINGS OF GBRA EASEMENTS MUST BE APPROVED IN WRITING BY GBRA AND THE INSTALLATION OF SUCH MUST BE INSPECTED AND APPROVED BY GBRA.
5. MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
6. THE PROPERTY OWNER MUST INSTALL 16 FOOT GATES IN ANY FENCES THAT CROSS GBRA UTILITIES; GATES MUST BE CENTERED ACROSS GBRA UTILITIES.
7. CUSTOMER SANITARY SEWER SERVICES SHALL NOT BE INSTALLED WITHIN FENCED AREAS.

FINAL PLAT

TRAILS AT WINDY HILL PHASE 2

A SUBDIVISION OF 29.748 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Windy Hill\6399-00 Trails at Windy Hill Phase 2\04_Finals\Drawings\WINDY_HILLS_P2_PLAT_20200331.dwg, 3/31/2020 8:44 AM, mmielak, 1:1

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 award contract for IFB 2020-B14 Lime Kiln Road Improvements to Capital Excavation, Co.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 15, 2020	

LINE ITEM NUMBER

2016 Road Bond Fund 035

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SMITH	SHELL

SUMMARY

Purchasing received six bids pursuant to IFB 2020-B14 Lime Kiln Road Improvements. It is the staff's recommendation to award the contract to Capital Excavation, Co.

Firm	Total Bid	Rank
Capital Excavation, Co	$ 3,241,229.90	1
Smith Contracting Co, Inc	$ 3,501,934.66	2
Chasco Constructors, Ltd. LLP	$ 3,644,285.28	3
Hunter Industries, Ltd	$ 3,952,467.83	4
James Construction Group, LLC	$ 4,062,842.49	5
Austin Underground, Inc.	$ 4,073,234.00	6

Attached:
IFB 2020-B14 Contract

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Capital Excavation Company (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. IFB 2020-B14 - Lime Kiln Road Improvements

Article 2. Engineer of Record

The Project has been designed by K Friese + Associates, Inc, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **365 calendar** days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES Three million two hundred forty one thousand two hundred twenty nine dollars and ninety cents. $ 3,241,229.90 (dollars)

(insert words) (insert numbers)

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers 1 to 1, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract).

COUNTY_____

By:_____
Ruben Becerra,
Hays County Judge

CONTRACTOR Capital Exc. Co

By: James E. Bradley

Title: C.E.O.

[CORPORATE SEAL]

Attest_____

Attest _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

See attached resolution.

RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, the continued spread of COVID–19 presents an imminent threat of widespread illness, which requires emergency preparedness and action; and

WHEREAS, the County Judge, considering a Proclamation Declaring Hays County a Local Disaster Area necessary to promote the preservation of public health, and to open avenues for funding, executed such a Resolution on or about March 15, 2020; and

WHEREAS, §418.108 of the Texas Government Code provides that the County Judge's Proclamation may not remain in effect in excess of seven (7) days unless consent to continue it or renew it is provided by vote of the Hays County Commissioners Court; and

WHEREAS, the Hays County Commissioners Court resolved to continue the County Judge's Proclamation for one hundred and twenty (120) days, on March 16, 2020, and once again continued it for sixty-two (62) days on July 14, 2020;

WHEREAS, the Hays County Commissioners Court's continuance of the County Judge's Proclamation will expire after September 15, 2020, unless again continued by the Hays County Commissioners Court; and

WHEREAS, the County Judge's Proclamation was, and this Resolution is, declared for the purpose of continuing the measures that must be taken to be prepared for public health needs related to COVID–19, and continuing a collective effort of state and local entities to provide relief;

NOW, THEREFORE, BE IT RESOLVED that this Resolution continuing the County Judge's Declaration of Local Disaster executed on or about March 15, 2020 and continued by the Hays County Commissioners Court on March 16, 2020 and July 14, 2020 is hereby declared and shall continue for a period of not more than ninety-one (91) days from the date cited below, unless this local state of disaster is rescinded or continued by subsequent action of the Hays County Commissioners Court.

RESOLVED, ORDERED, AND DECLARED this the 15th day of September, 2020, by the Hays County Commissioners Court.

_____
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

_____
ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Funding Agreement between Hays County and the City of Kyle regarding funding towards the Emergency Cash Assistance Program (ECAP).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

The City of Kyle is contributing $100,000 towards ECAP for our ECAP Awards Committee to distribute to Hays County businesses that apply and are awarded funding.

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is made and entered into to be effective as of _____, 2020 between Hays County, a political subdivision of the State of Texas (the "County"), 712 South Stagecoach Trail, Suite 2057, San Marcos, Texas, 78666 and The City of Kyle, a Texas Municipality, (the "City"), 100 W. Center Street, Kyle, Texas 78640 in regards to a contribution and distribution of funds received from the City towards the Emergency Cash Assistance Program (the "ECAP"). County and City may be referred to, collectively, as the "Parties."

RECITALS

WHEREAS, due to COVID-19, the State, followed by the County and City, proclaimed a Disaster Declaration in March 2020 which included the closure and/or reduction of services of most businesses throughout the State; and

WHEREAS, the additional extensions of the Disaster Declaration continued to include restrictions on businesses which in turn created financial hardships on a number of small business within Hays County; and

WHEREAS, the County, recognizing this unanticipated effect to businesses, established ECAP in order to assist the small businesses throughout the County; and

WHEREAS, the City wanted to assist those businesses within their city limits and ETJ that were suffering by joining efforts with the County to maximize use of their contributed funds.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations of the Parties in this Agreement, the County and City agree as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the City will help provide funding in an amount not to exceed One-Hundred-Thousand United States Dollars ($100,000.00 USD) to the County from the City as their contribution towards ECAP.

ARTICLE 2
OBLIGATIONS AND FUNDING FROM THE CITY

2.1 The City shall pay to the County a sum not to exceed One-Hundred Thousand Dollars ($100.000.00 USD) in current funds, as the City's portion of the ECAP.

2.3 Under no circumstances will the City be held liable for any amount exceeding One-Hundred Thousand Dollars ($100,000.00 USD). Said monies shall be paid out of current funds, shall be payable in cash, and shall not be the subject of any claim of offset or credit by the City.

2.4 The One-Hundred Thousand Dollars ($100,000.00 USD) payment is due to Hays County within thirty (30) days after the effective date of the County's execution this funding agreement.

ARTICLE 3
OBLIGATIONS OF THE COUNTY

3.1 The County agrees to utilize the funds it receives under this Agreement to distribute to ECAP awardees that are located within the City limits and the ETJ of the City according to the ECAP Fund Structure approved by the Hays County Commissioners Court. If the County has not distributed all of the funds by December 31, 2020, it will request input from the City regarding the continuation of the ECAP, and, if the City then requests that the ECAP be concluded, it will return the funds not distributed within a reasonable time.

ARTICLE 4
TERM AND TIME OF PERFORMANCE

The effective date of this agreement shall be the date last executed by the Parties, below (the "Effective Date"). The term of the Agreement shall continue from the Effective Date until the completion of the ECAP. The obligations of the Parties shall continue during the Term.

ARTICLE 5
SUCCESSORS AND ASSIGNS

The County and the City, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. The City shall not assign any interest in this Agreement without the written consent of the County.

ARTICLE 6
NOTICE

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the County:

Hays County
Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

If to the City:

City of Kyle
Attn: City Manager
100 W. Center St.
Kyle, Texas 78640

ARTICLE 7
MISCELLANEOUS

7.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations or arguments either written or oral.

7.2 Lawful Authority. The execution and performance of this Agreement by the County and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the City in accordance with its terms.

7.3 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

7.4 Indemnification. It is understood and agreed between the Parties that the County and the City, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE COUNTY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE CITY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES**

7.5 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.6 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or

provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.7 No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.8 Public Information Act. Hays County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

7.9 Additional Documents. The City and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.10 Compliance with Laws. In performing this Agreement, the City will comply with all local, state and federal laws.

7.11 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This Funding Agreement is hereby EXECUTED on this ____ day of _____, 2012.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

County of Hays:

By: _____
Ruben Becerra Hays County Judge

ATTEST:

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

The City of Kyle

By: _____
Scott Sellers
City Manager

ATTEST:

_____
Jennifer Holm
City Secretary – City of Kyle

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

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

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	$2,400

LINE ITEM NUMBER

003-730-00.5342

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This agreement authorizes Milliman, Inc. to perform the retiree drug subsidy actuarial testing and attestation for the 2021 plan year and to determine whether Hays County's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS).

Milliman

Engagement Contract –

Actuarial Equivalence Testing for the Retiree Drug Subsidy

This Agreement is entered into between Milliman, Inc. ("Milliman") and County of Hays ("Company") as of the date below. Company has engaged Milliman to determine whether Company's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS). Such services or fees may be modified from time to time by mutual written agreement of the parties. In consideration for Milliman agreeing to perform these services, Company agrees as follows.

1. **SERVICES.** Milliman will perform the following services for Company if the Retiree Drug Subsidy Workbook is completed and delivered to Milliman at least ten business days prior to the online RDS application deadline:

   A. Milliman will determine whether Company's plan(s) provide "creditable coverage" as defined by CMS.

   B. For all plans offering creditable coverage, Milliman will determine whether the plans pass the actuarial equivalence test as defined by CMS.

   C. If Company's plan(s) pass the actuarial equivalence test; Milliman will complete the "Actuarial Attestation" section of the online RDS application for the plan year ending in 2021.

   D. If Company's plan(s) fail the actuarial equivalence test; Milliman will suggest actions that Company may take to pass the test. If Company implements Milliman's suggestions and provides documentation at least two days prior to the online RDS application deadline, Milliman will issue the actuarial attestation described in C above.

   E. Milliman will issue a formal report presenting Milliman's findings, a description of the analyses and the data upon which Milliman relied in performing this work.

   Professional fees for services listed above is $2,400. Should the plan design information change such that the cost is likely to exceed this estimate, we will discuss that situation with you before proceeding further.

* * * * * * * * * * * * *

The remainder of this agreement represents the contractual terms and conditions that will apply to all subsequent engagements of Milliman by Company unless specifically disclaimed in writing by both parties prior to the beginning of the engagement.

2. **LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. In the event of any claim arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents and employees to Company shall not exceed five million dollars ($5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.

3. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

4. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Texas without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.

5. **NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Company. Milliman's work may not be provided to third parties without Milliman's prior written consent, which consent may be conditioned on execution by the third party of Milliman's standard Third Party Release Agreement; provided, however, Company may share Milliman's work with its parent or affiliates, but only if either (a) the Company has the full power and authority to bind such parent or affiliate to the terms of this agreement and does bind such affiliate to the terms, or (b) the parent or affiliate acknowledges in writing that the work of Milliman is subject to certain limitations and restrictions contained in this Agreement and that the parent or affiliate acquires no greater rights than are possessed by Company under this Agreement. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.

6. **USE OF MILLIMAN'S AND COMPANY'S NAME.** Each party agrees that it shall not use the other party's name, trademarks or service marks, or refer to such other party directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without that party's prior written consent for each such use or release, which consent shall be given in its sole discretion.

7. **CONFIDENTIALITY.** Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.

8. **DATA RELIANCE.** Company will provide data to Milliman, as requested by Milliman. This data includes the demographic and geographic information about Medicare-eligible beneficiaries, historical plan experience when requested, contributions, and description of retiree pharmacy benefit plans.

   On behalf of Company the undersigned attests that to the best of my knowledge and belief, the data provided is accurate and complete, such that Milliman should rely on it for the purpose of determining creditable coverage and actuarial equivalence as defined by CMS.

9. **AUTHORITY.** Each Party hereto represents and warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the party to these terms. The person(s) executing this contract represent(s) and warrant(s) that such person(s) have full authorization to execute this contract.

10. **FEES.** Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

MILLIMAN, INC.		**County of Hays**	
By:	Stephen J. Kaczmarek	By:	
Name:	Stephen J. Kaczmarek, FSA, MAAA	Name:	
Title:	Principal & Consulting Actuary	Title:	
Date:	May 29, 2020	Date:	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a First Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	$318,871

LINE ITEM NUMBER

070-685-00.5801

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a professional service discretionary exemption in accordance with Texas Local Government Code Chapter 262.024 (a)(4)

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

SUMMARY

On July 2, 2019 the Commissioners Court authorized the Juvenile Detention Center to participate in a contract with Wellpath for medical services for juvenile detainees. Wellpath provides LVN, RN and Physician oversite to administer health care services and related administrative services. The attached First Amendment extends the term for an additional year effective October 1, 2020 with a 4% increase as outlined in the original contract.

Attachment: Wellpath, LLC First Amendment

wellpath
To hope and healing.

August 5, 2020

Brett Littlejohn, Administrator
Hays County Juvenile Detention Center
2250 Clovis Barker Road
San Marcos, Texas 78666

FIRST AMENDMENT TO THE AGREEMENT FOR JUVENILE HEALTH CARE SERVICES AT HAYS COUNTY, TEXAS EFFECTIVE OCTOBER 1, 2020

Re: 2020-2021 Continued Juvenile Health Care Services

Dear Mr. Littlejohn,

As the proud provider of medical care for the juveniles at the Hays County Juvenile Detention Center, Wellpath LLC strives to exceed your expectations regarding the quality of services provided.

Our contract automatically renews for a one-year period with a negotiated increase consistent with Consumer Price Index ("CPI") for Urban Consumers - US City Avg, Medical Care Services Component, not to exceed 4.0%. This CPI stands at 5.9%. Application of the 4.0% increase, revises the base compensation amount from $25,550.50 to $26,572.52 monthly ($318,870.24 annually), effective October 1, 2020 through September 30, 2021.

As such, Section 8.0 shall be deleted it its entirety and the following language inserted in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annualized amount to be paid by the County to Wellpath is $318,870.24 payable in equal monthly installments. Each monthly installment shall be at $26,572.52, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly payment is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.

If the County accepts, please sign this letter in the space provided on the following page and email signed copy to Stephanie Vardell, Partner Services Specialist, at sdvardell@wellpath.us. This letter shall serve as the First Amendment to the Agreement and shall be binding upon signature of the County and Wellpath, pursuant to Section 11.17 of the Agreement. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

Should you have any questions, please do not hesitate to contact David Jordan, Director of Operations at 405-924-3635.

Warm regards,

Andrew Small
Regional Vice President

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF HAYS, TEXAS	**WELLPATH LLC**
By: _____	**By:** Cindy P. Watson
Name: Ruben Becerra	**Name:** Cindy P. Watson
Title: Hays County Judge	**Title:** President, Local Govt. Health Div

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 adopt a Resolution related to the creation of a Hays County Onion Creek Watershed Technical Group.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	JONES	N/A

SUMMARY

See attached resolution.

A RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT, OF HAYS COUNTY, TEXAS SUPPORTING CREATION OF AN ONION CREEK WATERSHED FLOODPLAIN TECHNICAL GROUP THAT WILL COLLABORATE ON THE MANAGEMENT OF THE HAYS COUNTY PORTION OF THE ONION CREEK WATERSHED.

WHEREAS, the Hays County Commissioners Court (the "County") recognizes the importance of studying the Onion Creek Watershed (the "Watershed") and investing in the study of floodplain; and

WHEREAS, the County recognizes that collaboration between the County and cities within Hays County (the "Cities") effected by the Watershed is critical for the success of any new rules and regulations within the Onion Creek Watershed; and

WHEREAS, this collaboration is to create floodplain information so that communities have the best available data and tools to manage floodplains and to plan and implement flood risk reduction projects; and

WHEREAS, these floodplain studies will provide information to the general public to better understand their risk of flooding; and

WHEREAS, an overarching principle of this collaboration is to ensure the application of consistent methods, data, and tools at a watershed scale that span multiple local regulatory jurisdictions; and

WHEREAS, the County and Cities within the County effected by the Onion Creek Watershed will work together on developing new regulations, propose new projects, and review the floodplain within the watershed.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, THAT:

Hays County supports development of a Hays County Onion Creek Watershed Floodplain Technical group.

PASSED AND APPROVED this the _____ day of _____, 2020.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion with possible action to fund a temporary position to aid elections administration with overall 2020 election.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	TBD

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Independence Title to provide closing services for the HUD funded Community Development Block Grant Disaster Relief (CDBG-DR) Housing Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 15, 2020	

LINE ITEM NUMBER

Fund 153 CDBG Disaster Recovery Program Fund

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	JONES	N/A

SUMMARY

The County, through a small procurement request for quotes (RFQ), directly requested qualifications from three (3) local title companies. The County received one (1) submission. In review of the submission, Independence Title has the qualifications and licenses required for the services required.

Attachment: Professional Services Agreement (PSA)

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **INDEPENDENCE TITLE** hereinafter "Contractor"), whose primary place of business is located at 5900 Shepherd Mountain Cove, Building II, Suite 200, Austin, Texas 78730, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of September 2020 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
Title Commitment and transaction closing for properties within Hays County participating in the Buyout Program, a HUD funded Community Development Block Grant Disaster program for low-moderate income families that received damage from the 2015 Disaster Event.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Lindsay McClune and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS
Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION
The parties agree that the Contractor shall perform title closing for properties within Hays County participating in the Buyout Program, a HUD funded Community Development Block Grant Disaster program for low-moderate income families that received damage from the 2015 Disaster Event, on an as-needed basis, between effective date and September 20, 2021. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor will be compensated for the Work on a per house basis, the terms of which are cited in Contractors fee list, which is attached hereto as Exhibit "B." Despite any reference to Contractors fee list, which shall be used to calculate invoice amounts for closing under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay

Contractor a total fee not to exceed ten thousand dollars ($10,000 USD) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement for the formal closing The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by bringing payment to Contractor's address stated in Section 8, below at closing.

7. NOTICE OF COMPLETION
Upon completion of the Work, there will be a transaction closing with the homeowner and a transfer of title between County and Contractor. Contractor shall send a Notice of Closing date to the County, and the County shall have the option to agree to said date. Once the closing and transfer of title to the County is complete, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE
Contractor agrees to provide the certificate of insurance during the contract period.

10. MUTUAL INDEMNITY
Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS
Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL
Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE
Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to pandemic, Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY
If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

_____	_____
Hays County, Texas	Independence Title
By: Ruben Becerra	By: _____
Hays County Judge	Title:

EXHIBIT A-1

Scope of Work

Title Commitments, transaction closings & transfers of title are required for the County's Disaster Buyout Program

The County requires one (1) title insurance commitment, updated periodically prior to transaction closing, with transaction closing(s) to be completed for the Buyout Program.

EXHIBIT B

Fee List

Closing Fee- $325.00
Tax Certificate- $43.30
E-Filing Fee- $3.50/per document recorded
Recording Fees- $26 for the 1st page, and $4.00/per page thereafter
State of Texas Policy Guaranty- $2.00
Preparation of Warranty Deed (if needed)- $100
Title Policy Premium (based of sale price)-As Promulgated by the Texas Department of Insurance

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____

C._____

D._____

E._____

F._____

G._____

H._____

I._____

J._____

K._____

L._____

EXHIBIT D

Certificate of Insurance

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 Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	BECERRA	N/A

SUMMARY

Litigation update to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel regarding the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA); and consultation with counsel and deliberation regarding all individual positions subject to said Collective Bargaining Agreement. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 15, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	SHELL

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel regarding the Parks and Open Space Bond Proposition on the November 3, 2020 ballot; and consultation with counsel and deliberation regarding the purchase, exchange, lease or value of real property regarding Parks and Open Space within Hays County. Possible discussion and/or action may follow in Open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 15, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Information will be provided in Executive Session.