Commissioners Court – September 29, 2026
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on SEPTEMBER 29, 2026**,** in the Hays County Courthouse, 111 East San Antonio Street, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E. **PUBLIC COMMENTS**

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

F. **PRESENTATIONS & PROCLAMATIONS**

1. Presentation of September 2026 Service Awards. **BECERRA/GRANJENO**
2. Adopt a Proclamation recognizing October 2026 as ADHD Awareness Month in Hays County. **COHEN/GONZALES**
3. Adopt a Proclamation recognizing October 4th -10th, 2026 as Fire Prevention Week in Hays County. **BECERRA/M.JONES**
4. Presentation by the Office of Emergency Services to award the trophy to the 2026 Top Dawg Chili Cook-off winners. **BECERRA/M.JONES**
5. Presentation from LJA regarding the results of the public engagement process for the Hays County Strategic Plan. **COHEN/BOUTTE**

G. **CONSENT ITEMS**

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror disbursements. **TENORIO**
3. Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**

4. Approve the payment of the October 15, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective October 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

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

6. Accept the delivery of the County Auditor's Monthly Report for August 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025. **VILLARREAL-ALONZO**

7. Accept donations totaling $20,875.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE/WOODLAND**

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

9. Approve Utility Permits. **HAMMER/COHEN/A.JONES**

10. Approve Commissioners Court Minutes for August 4, 2026, August 11, 2026. **BECERRA/CARDENAS**

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

12. Designate Tuesday of every week as the regular term of the Hays County Commissioners Court for purposes of convening in Fiscal Year 2027, with the exception of October 6th and 20th, November 3rd, 17th, and 24th, December 8th, 22nd, and 29th, 2026 as those dates have been previously canceled by the Court. **INGALSBE**

13. Approve the cancellation of the Hays County Commissioners Court on the following dates in 2027: January 12 and 26, February 2 and 16, March 2 and 16, April 13 and 27, May 11 and 25, June 8, 15 and 29, July 13 and 27, August 24, September 7 and 21, October 12 and 26, November 2, 16 and 30, December 14 and 28. **INGALSBE**

14. Authorize the update to the FY 2027 Civilian Salary Step Pay Plan & Market Adjustment Base Pay Procedures, effective October 1, 2026. **SMITH/COHEN/GRANJENO**

15. Call for a Public Hearing on October 13th, 2026 regarding PLN-3049-PC; Los Ranchos, Lot 7, Replat. **SMITH/BERLAD**

16. Authorize the execution of a resolution certifying that Hays County has approved a $13,000.00 grant for the Fiscal Year 2027 budget year to Combined Community Action (CAA) in support of providing home-delivered meals to homebound persons in the county that are elderly or disabled. **INGALSBE/BOUTTE/WOODLAND**

17. Authorize payment to Central Texas Alliance for membership dues in the amount of $7,500.00. **INGALSBE/COHEN/BOUTTE**

18. Authorize payment to Otis Elevator Company in the amount of $282.50 for repair services, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4) due to exceeding the $100,000 contract value. **HAMMER/CRUMLEY**

19. Approve the transfer of a 2018 Dodge Caravan from the Facilities and Resource Management - Pool fleet to the Facilities and Resource Management - Facilities fleet. **INGALSBE/CRUMLEY**

20. Authorize a one-time waiver to the disposal fees at the Hays County Recycling and Solid Waste Facility for Wimberley Valley Habitat for Humanity in support of a new residential construction project in Wimberley. **HAMMER/CRUMLEY**

21. Authorize the execution of Amendment No. 2 to the FY24 Department of State Health Services, Center for Health Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (PHIG). **INGALSBE/BOUTTE/GONZALES**

22. Authorize the execution of a First Amendment to the subrecipient agreement between Hays County and Hill Country MHDD related to the Substance Abuse and Mental Health Administration, Assisted Outpatient Treatment grant program. **INGALSBE/COHEN/BOUTTE/BROWN**

23. Authorize the execution of the fiscal year 2027 (FY 2027) Capital Area Council of Governments (CAPCOG) Interlocal Agreement (ILA) for 9-1-1 Geographic Information System (GIS) Database Management with the Capital Area Emergency Communications District (CAECD) for emergency communications and GIS services to be provided by Hays County with no county matching funds required. **BECERRA/BERLAD**

24. Approve out-of-state travel and authorize an amendment in Sheriff Drug Forfeiture Funds for Sgt. Mike Andrews and Sgt. Miranda Supak to meet with local personnel and discuss their field training program on October 12-16, 2026, in Mesa, Arizona. **HAMMER/HIPOLITO**

25. Authorize payment to the Lower Colorado River Authority (LCRA) of $512.00 for repair services provided to radio equipment where no purchase order was in place, per the County's Purchasing Policy and amend the budget accordingly. **HAMMER/HIPOLITO**

26. Authorize the execution of a renewal of a 12-month R-Zero Arc Service Warranty valued at $2,997.00 for three UVC disinfectant devices for the Sheriff's Office, and authorize a waiver of the purchasing policy to obtain three quotes. **HAMMER/HIPOLITO**

27. Authorize payment to PALS for the two vaccine clinics hosted on January 17, 2026 ($3,660.00), and January 20, 2026, ($490.00) and amend the budget accordingly. **INGALSBE/GONZALES**

28. Authorize the execution of a First Amendment to the Contract between Hays County and Alamo Roofing related to IFB 2026-B04 Health Department Roof Repair - Hailstorm May 2024 to extend the contract completion date through October 31, 2026. **HAMMER/CRUMLEY/HUNT**

29. Authorize the execution of a fourth amendment with Wellpath, LLC pursuant to RFP 2021-P04 Medical Service Jail & Juvenile Detention Center, providing for a Consumer Price Index (CPI) increase of 3%, resulting in annual payments of $5,000,866.97. **INGALSBE/HIPOLITO/WARE/HUNT**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to consider the release of the 2-year maintenance bond #341693Q in the amount of $140,202.02 and acceptance of the roads into the County Road Maintenance System for Waterstone Subdivision, Unit A. **INGALSBE/A.JONES**

2. Discussion and possible action to consider the release of the 2-year maintenance bond #355371J in the amount of $103,974.35, release or the 1-year revegetation bond #355373G in the amount of $4,709.55, and acceptance of the roads into the County Road Maintenance System for Waterstone Subdivision, Unit C. **INGALSBE/A.JONES**

3. Discussion and possible action to release the performance bond #1001130684 in the amount of $175,778.20 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club Core, Phase 3 (to be privately maintained). **SMITH/A.JONES**

4. Discussion and possible action to authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-58) between Hays County and HDR Engineering, Inc. to provide Right of Way services for the Dripping Springs Southwest Connection project in Precincts 3 and 4 and amend the budget accordingly. **SMITH/HAMMER/A.JONES**

5. Discussion and possible action to authorize the execution of an Interlocal Agreement between Hays County and the City of Buda related to the Old San Antonio Road Project. **SMITH/A.JONES**

J. **SUBDIVISIONS**

1. Hold a Public Hearing regarding PLN-3043-PC; Burnett Ranch Subdivision #2, Portion of Lot 10, Replat. **HAMMER/BERLAD**

2. Discussion and possible action to consider granting a variance to the 2014 Hays County On-Site Sewage Facility Regulations, Section 10 (D), Table 10-1 Minimum Lot Size for the Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat. **SMITH/BERLAD**

K. **MISCELLANEOUS**

1. Hold a public hearing in accordance with section 293.101 of the Texas Health & Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payments to be assessed on institutional healthcare providers in fiscal year (FY) 2027 pursuant to the County Health Care Provider Participation Program. **HAMMER/GONZALES**

2. Discussion and possible action to approve the Assessment and Collection Agreements with Savannah Ranch PID. **COHEN/ESCOBAR**

3. Discussion and possible action to adopt the Hays County FY 2027 Holiday Calendar. **INGALSBE**

4. Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the five days before the first day of Diwali and ending at midnight on the last day of Diwali (November 1- November 10, 2026); and also adopt an order prohibiting the sale or use of restricted fireworks in the unincorporated area of the County. **BECERRA**

5. Discussion and possible action to modify the 2B104 Vacation Leave Policy of the personnel policies effective October 1, 2026. **BECERRA/GRANJENO**

6. Discussion and possible action to regrade the Veteran Service Caseworker, position 0918-001, to a Veteran Service Grant Program Manager, grade 115, effective October 1, 2026, and amend the budget accordingly. **INGALSBE/PRATHER**

7. Discussion and possible action to authorize the renewal of FireInspection360 (www.hayscountypermits.com) for the Office of Emergency Services Fire Marshal Division and authorize the addition of the Investigation Module add-on, total annual amount $7,996.00. **BECERRA/M.JONES**

8. Discussion and possible action to approve the naming of a private driveway in Precinct 3, Windfall Oaks Way. **HAMMER/BERLAD**

9. Discussion and possible action to authorize the execution of a Letter Amendment to the Interlocal Agreement for Operations and Maintenance of Combined Emergency Call Center (CECC). **BECERRA/ROBINSON**

10. Discussion and possible action to authorize the execution of an Interlocal Agreement (ILA) between Hays County and the City of Wimberley regarding floodplain administration and environmental health services, effective through September 30, 2027. **HAMMER/BERLAD**

11. Discussion and possible action authorizing the execution of a new Interlocal Agreement between Hays County and the City of San Marcos for the provision of animal shelter services for FY2027. **INGALSBE/HIPOLITO/GONZALES**

12. Discussion and possible action to execute a First Amendment to 2026-PSA-05 between Hays County and Christus Santa Rosa San Marcos, extending the current agreement until December 31, 2026 (92 days) and authorizing FY 2027 quarter 1 payment of $500,000.00. **COHEN/INGALSBE/GONZALES/HUNT**

13. Discussion and possible action to execute a Second Amendment to the Memorandum of Understanding (MOU) between Hays County and Axis to Care and a First Amendment to the Memorandum of Understanding (MOU) between Hays County and Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital, reallocating $10,800.00 from the Austin Oaks Hospital MOU to the Axis to Care MOU, related to the Assisted Outpatient Treatment Program. **COHEN/INGALSBE/BROWN/HUNT**

14. Discussion and possible action to execute a First Amendment to the contract related to IFB 2026-B03 Cemetery Maintenance between Hays County and CY' Services and Landscape Solutions, LLC to add an all-inclusive site disposal fee of $125.00. **BECERRA/HUNT**

15. Discussion and possible action to authorize the execution of a First Amendment to the RFQ 2022-Q01 Agreement for Professional Engineering Services on a Defined Scope of Services Basis between Hays County and Halff Associates, Inc. increasing the Agreement to an amount not-to-exceed $100,000.00 (24% increase) and amend the budget accordingly. **SMITH/BERLAD**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation, including but not limited to Hays County's potential intervention, related to *Hays County Emergency Services District No. 9 v. San Marcos Hays County Emergency Medical Services, Inc.*, Cause No. 26-2025-DCE, pending in the 453rd Judicial District Court in Hays County. Possible discussion and/or action may follow in open court. **INGALSBE**

2. Executive Session pursuant to Sections 551.071, 551.076, 551.0761, and 551.089 of the Texas Government Code: consultation with counsel and deliberation regarding security audits and the deployment and/or implementation of security personnel or devices; cybersecurity measures, policies, and contracts intended to protect critical infrastructure of Hays County; and security assessments or deployments relating to information resources technology and network security information. Possible discussion and/or action may follow in open court. **INGALSBE**

3. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding national opioid settlements involving Associated Pharmacies, Inc. (and American Associated Pharmacies), JM Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (otherwise known as the Six Remnant Defendants), including, but not limited to, whether to opt-in to the settlement. Possible discussion and/or action may follow in open court. **BECERRA**

4. Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near 500 FM 150 East, Kyle, Texas 78640 in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

5. Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near East FM 150, Kyle, Texas 78640 in Precinct 1. Possible discussion and/or action may follow in open court.. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

M.

STANDING AGENDA ITEMS

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

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

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

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

N. **ADJOURNMENT**

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

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CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM: F. 1.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Human Resources

Sponsor: Judge Becerra

Agenda Item

Presentation of September 2026 Service Awards. **BECERRA/GRANJENO**

Summary

Attachments

Sept Awards

CONTRERAS, LEANDRA MARIE	Sheirff's office	1
SCHROEDER, JIMMY JAY	Sheriff's Office	1
BRINKER, MARK E	Sheriff's Office	1
CHAMBERS, WYATT EDWARD	Sheriff'S Office	1
COPELAND, JASON ROLLINS	sheriff's office	1
GUAJARDO, ROGELIO Jr.	Sheriff's Office	1
JORDAN, IZAIAH BENJAMIN	Sheriff's Office	1
LE, RANDY DOAN	Sheriff's Office	1
TYLER, MAKINLEY CASH	sheriff's office	1
MOLINA, DELIA LOPEZ	Transportation	1
GARCIA, MARIO	Transportation	1
FROBOESE, VICTORIA	Juvenile Detention Center	1
MCLAIN, MARSHALL H	parks	1
WATERS, SAMUEL ANDREW	parks	1
WEAVER, CARSON LYNN	parks	1
PACHECO, JULIE	Health Department	1
Hipolito, Antonion Jr.	Sheriff's Office	5
BEST, SEAN RYAN	Sheriff's Office	5
Vierra, Jake Phillip Kanoa	Office of Emergency Servic	5
Dominguez, Garrett Steven	sheriff's office	15
Pimentel. Fernando	transportaion	15
Moreno, Manuel	sheriff's office	20
Cervantes, Joes Esteban	transportation	20
Jones, Megan	sheriff's office	25
Seanz, Juan	Sheirff's office	30

Retiree

Niel Kuera	District Attorney
Jason Smith	Sheriff's Office

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Matthew Gonzales, Health Department Director

Sponsor: Commissioner Cohen

Agenda Item

Adopt a Proclamation recognizing October 2026 as ADHD Awareness Month in Hays County. **COHEN/GONZALES**

Summary

Gnomies Framework, who is in attendance, has requested for this proclamation to be presented today to recognize October 2026 as ADHD Awareness Month. The proclamation highlights ADHD as a nuanced neurodevelopmental profile affecting individuals of all ages and underscores the importance of expanding neurodiversity awareness, dismantling misconceptions, and acknowledging both the challenges and strengths experienced by neurodivergent individuals. It also recognizes the contributions of Gnomies Framework, founded by Aspen Flowers, in providing supportive guidance, tools, and strategies that promote cognitive ease, self-advocacy, and well-being. The proclamation emphasizes the need for integrative, community-based support systems, adaptable environments, sensory-friendly practices, and proactive allyship among educators, mentors, mental health professionals, families, and community members. Lastly, it reaffirms the County's commitment to fostering neuro-inclusive spaces and advocating for equitable access to resources, empowerment, and authentic representation of neurodivergent voices.

Attachments

Proclamation

PROCLAMATION RECOGNIZING OCTOBER 2026 AS ADHD AWARENESS MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the month of October is recognized internationally as Attention-Deficit/Hyperactivity Disorder (ADHD) Awareness Month, dedicated to expanding neurodiversity awareness, dismantling outdated misconceptions, and celebrating the ingenuity and persistence of neurodivergent individuals and their families; and

WHEREAS, ADHD is a nuanced neurodevelopmental profile affecting dynamic executive functioning, attention regulation, and daily navigation, experienced by diverse children, adolescents, and adults across all walks of life; and

WHEREAS, individuals with ADHD frequently face systemic barriers and rigid environments that fail to accommodate diverse cognitive styles, while simultaneously bringing remarkable innovation, lateral problem-solving, deep focus, and creative energy that enrich our schools, workplaces, and neighborhoods; and

WHEREAS, Gnomies Framework, founded by Aspen Flowers, provides essential scaffolding for neurodivergent individuals and their support systems through practical toolkits, empathetic guidance, and actionable strategies that cultivate self-advocacy, cognitive ease, and authentic well-being; and

WHEREAS, sustainable neurodivergent support requires an integrative approach that bridges sensory accommodations, adaptable executive function tools, practical life rhythms, and proactive community allyship; and

WHEREAS, educators, mentors, mental health professionals, coaches, and loved ones serve as vital allies by co-creating flexible environments where neurodivergent individuals are valued and empowered to define success on their own terms; and

WHEREAS, thriving communities depend on breaking systemic barriers, expanding adaptive resources, and ensuring every individual has the tools to succeed authentically without shame or stigma; and

WHEREAS, ADHD Awareness Month provides a meaningful opportunity to elevate neurodivergent voices, advocate for equitable access to identification and resources, honor grassroots educational leaders, and champion true neuro-inclusion.

NOW, THEREFORE, BE IT RESOLVED, that the month of October 2026 be designated as

ADHD Awareness Month

in our community and that community members, educators, employers, and organizations are called upon to deepen their understanding of neurodivergence, build sensory-and executive-friendly spaces, and support initiatives that foster authentic empowerment and accessibility across our region.

ADOPTED THIS THE 29TH DAY OF SEPTEMBER, 2026

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Michelle Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cardenas,
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Mike Jones, Director of Emergency Services

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing October 4th -10th, 2026 as Fire Prevention Week in Hays County. **BECERRA/M.JONES**

Summary

Attachments

Proclamation

PROCLAMATION RECOGNIZING OCTOBER 4TH - 10TH, 2026, AS FIRE PREVENTION WEEK

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, Fire Prevention Week is observed throughout the United States which provides an annual opportunity to remind every citizen that preventing fires begins with daily decisions at home, at work, and throughout the community; and

WHEREAS, the 2026 Fire Prevention Week theme, "Charge Into Fire Safety: Safe Charging Is a Superpower," calls attention to the safe purchase, use, charging, storage, and disposal of lithium-ion batteries found in phones, laptops, tools, toys, e-bikes, scooters, and other commonly used devices; and

WHEREAS, residents can reduce the risk of a battery-related fire by using the manufacturer-approved charger, placing devices on a firm surface away from combustible materials while charging, discontinuing the use of damaged batteries or cords, and taking unwanted batteries to an approved recycling location; and

WHEREAS, the Hays County Fire Marshal's Office works throughout the year to prevent emergencies and protect life and property through fire-code administration, permitting, plan review, inspections, complaints, fire investigations, public education, community outreach, and coordination with public-safety partners; and

WHEREAS, Hays County recognizes the professionalism and continued service of the personnel of the Hays County Fire Marshal's Office, whose work identifies hazards, supports safe development, educates the public, and strengthens accountability and life safety throughout the county; and

WHEREAS, the Hays County Fire Marshal's Office recognizes and appreciates the municipal and ESD Fire Departments serving Hays County for the prevention programs, inspections, public education, community risk-reduction activities, and daily service they provide within their communities; and

WHEREAS, the shared efforts of the Hays County Fire Marshal's Office and the municipal and ESD Fire Departments extends well beyond Fire Prevention Week and reflects a year-round commitment to reducing preventable fires and preparing the public to respond safely when an emergency occurs; and

NOW, THEREFORE, **BE IT RESOLVED,** that the Hays County Commissioners Court do hereby proclaim October 4th - 10th, 2026 as

FIRE PREVENTION WEEK

in Hays County and encourages residents, businesses, schools, and community organizations to practice safe charging habits, correct known fire hazards, and support the year-round prevention and education efforts of the Hays County Fire Marshal's Office and local fire departments.

ADOPTED THIS THE 29th DAY OF SEPTEMBER 2026

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

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

AGENDA ITEM REQUEST FORM: F. 4.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Mike Jones, Director of the Office of Emergency Services

Sponsor: Judge Becerra

Agenda Item

Presentation by the Office of Emergency Services to award the trophy to the 2026 Top Dawg Chili Cook-off winners.
BECERRA/M.JONES

Summary

AGENDA ITEM REQUEST FORM: F. 5.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Cohen

Agenda Item

Presentation from LJA regarding the results of the public engagement process for the Hays County Strategic Plan.
COHEN/BOUTTE

Summary

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the October 15, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective October 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

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

Summary

Quarterly Internal Examination Reports include the following Offices:

Oct to Dec 2025: Sheriff's Office Off-Duty Employment (Vehicle Fees) and Sheriff's Office Law Enforcement Officer Standards and Education (LEOSE) Fund

Jan to Mar 2026: Recycling and Solid Waste Centers, Sheriff's Office Off-Duty Employment (Vehicle Fees), and Constable Pct 2 Office

Attachments

Quarterly Internal Examination Reports

OFFICE OF THE COUNTY AUDITOR
1901 Dutton Dr., Suite E
San Marcos, Texas 78666
512-393-2283
Fax: 512-393-2265
www.hayscountytx.gov

Marisol Villarreal-Alonzo, CPA
County Auditor
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Luis Pompa
Assistant County Auditor
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September 14, 2026

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

Honorable Sheriff Hipolito:

The Hays County Auditor's Office has examined the Off-Duty Employment Reports submitted by the Hays County Sheriff's Office for the months of October 2025 through December 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

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

#1 The October and November revenue reports were inaccurate.
The Hays County Auditor's Office noted errors with one receipt in October and five receipts in November which resulted in the revenue reports being inaccurate. Of the six inaccuracies, five were corrected in the December report after Auditor inquiry.

- One receipt of $360.00 for six events was inaccurately reported as payment for six events totaling $320.00. The Sheriff's Office off-duty reporter is working with the school to reconcile the $40.00 discrepancy.

- One receipt of $360.00 for seven events was inaccurately reported for six events totaling $340.00. Two corrections were made that offset each other and a $20.00 discrepancy remains which the Sheriff's Office off-duty reporter is working to reconcile.
- One receipt of $120.00 for one event was inaccurately reported for $100.00.
- One receipt of $355.00 for ten events was inaccurately reported for $320.00.
- Receipt 394783 was inaccurately reported as receipt 394784.
- Receipt 394784 was inaccurately reported as receipt 394785, which caused receipt 394785 to be duplicated.

Recommendation
The Auditor's Office recommends that the Sheriff's Office review their procedures to ensure that all revenue reports are accurate per Texas Local Government Code §115.002. Failure to reconcile payments to receipts increases the likelihood of inaccurate revenue reporting.

Management Response
The Sheriff's Office recognizes that errors occurred on monthly reports and has implemented supervisory review before submitting them to Internal Audit.

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

Sincerely,

Marisol Villarreal-Alonzo CPA
County Auditor
at/pm

OFFICE OF THE COUNTY AUDITOR
1901 Dutton Dr., Suite E
San Marcos, Texas 78666
512-393-2283
Fax: 512-393-2265
www.hayscountytx.gov

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

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

September 4, 2026

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

Honorable Anthony Hipolito:

The Hays County Auditor's Office has examined the Law Enforcement Officer Standards and Education Fund bank statement and monthly report submitted by the Hays County Sheriff's Office for the months October 2025 through December 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm any adjustments made during the reconciliation process were reasonable.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

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

Sincerely,

Marisol Villarreal-Alonzo CPA
County Auditor
at/pm

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September 14, 2026

Tammy Crumley
Director of Facilities and Resource Management
101 Thermon Drive
San Marcos, Texas 78666

Ms. Crumley:

The Hays County Auditor's Office has examined the monthly reports of the Recycling & Solid Waste Centers for the months of January 2026 through March 2026. The scope of the examination was limited to reviewing the records submitted to this office by the Recycling & Solid Waste Centers. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the Auditor's Office review for the period January 2026 through March 2026:

#1 The March revenue reports provided to the Hays County Auditor's Office were not accurate.
The Hays County Auditor's Office noted the following discrepancies when reconciling monthly revenue activity to bank statements.

- On March 28th $992.10 of receipts were issued and only $992.00 in cash and checks were deposited to the bank.
- A March 28th credit card transaction for $60.00 was receipted without the credit card being processed for payment.

Recommendation
The Hays County Auditor's Office recommends that the Recycling & Solid Waste Centers review their procedures to ensure daily receipt activity, bank deposits, and credit card summary reports reconcile and are accurate.

Management Response

Facilities and Resource Management acknowledges the exceptions identified in the March 2026 revenue report. Additional attention will be given to the reconciliation of cash and credit card transactions at the end of each business day to identify and correct any discrepancies promptly. FRM will continue to work with the Auditor's Office to ensure revenue reporting is accurate and in compliance with County requirements.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor
ch/pm/jc

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

September 14, 2026

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

Honorable Sheriff Hipolito:

The Hays County Auditor's Office has examined the Off-Duty Employment Reports submitted by the Hays County Sheriff's Office for the months of January 2026 through March 2026. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the Auditor's Office review for the period January 2026 through March 2026:

#1 The February and March revenue reports were inaccurate.
The Hays County Auditor's Office noted errors with two receipts in February and three receipts in March which resulted in the revenue reports being inaccurate. The Sheriff's Office submitted corrected revenue reports after the Auditor's Office notified them of the inaccurate reports.

- February 10th dance event was incorrectly recorded as outstanding for $20.00. The manual payment receipt 395079 and the Treasurer's receipt were dated February 20, 2026.

- February 20th patrol event was incorrectly recorded as two hours over the actual time worked, therefore the event was overbilled $40.00. The manual payment receipt 395087 and the Treasurer's receipt were dated February 27, 2026, for the correct amount.
- March 4th church event manual payment receipt 396605 was incorrectly recorded as receipt 395097, which caused receipt 395097 to be duplicated.
- March 1st festival event was incorrectly recorded as outstanding for $70.00. The manual payment receipt 396637 was dated March 27, 2026, and the Treasurer's receipt was dated March 31, 2026.
- March 17th commercial vendor event was incorrectly recorded for $20.00 and should have been $40.00. The total of this vendor's events for the month reflected $600.00 in the report, however, the manual payment receipt 396652 and the Treasurer's receipt were for $620.

Recommendation

The Auditor's Office recommends that the Sheriff's Office review their procedures to ensure that all revenue reports are accurate per Texas Local Government Code §115.002. Failure to reconcile payments to receipts increases the likelihood of inaccurate revenue reporting.

Management Response

The Sheriff's Office recognizes that errors occurred on monthly reports and has implemented supervisory review before submitting them to Internal Audit.

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

Sincerely,

Marisol Villarreal-Alonzo CPA
County Auditor
at/pm

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

September 4, 2026

Honorable Michael Torres
Constable Precinct 2
5458 FM 2770
Kyle, Texas 78640

Honorable Michael Torres:

The Hays County Auditor's Office has examined the monthly reports of the Constable Precinct 2 Office for the months of January 2026 through March 2026. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 2. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
ch/pm

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

Accept the delivery of the County Auditor's Monthly Report for August 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025. **VILLARREAL-ALONZO**

Summary

The Monthly Auditor Report is attached.

Attachments

Hays County Auditor August 2026 Monthly Report

OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor
1901 Dutton Drive, Ste. E
San Marcos, Texas 78666
marisol.alonzo@hayscountytx.gov
512-393-2283

Honorable District Judges of Hays County and
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **August 31, 2026** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 1901 Dutton Drive, Suite E, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at www.hayscountytx.gov

Respectfully Submitted,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

HAYS COUNTY, TEXAS
Unaudited General Fund Balance Sheet
For the Month Ended
August 31, 2026

Assets		
Cash and cash equivalents	$	106,129,575
Receivables		1,870,468
Prepaid expenses		374,553
Due from other funds		2,943,571
Inventory, at cost		16,359
Total Assets:	$	111,334,526
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities:		
Accounts payable	$	7,715,369
Due to other agencies		2,244,324
Due to other funds		9,614,370
Deferred revenues		1,639,671
Total Liabilities:	$	21,213,734
Fund Balances:		
Restricted for:		
Restricted	$	1,757,858
Unassigned		88,362,934
Total Fund Balances:	$	90,120,792
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	$	111,334,526

HAYS COUNTY, TEXAS
Unaudited Road and Bridge Fund Balance Sheet
For the Month Ended
August 31, 2026

Assets		
Cash and cash equivalents	$	17,617,886
Receivables		564,860
Due from other funds		44,605
Inventory, at cost		653,705
Total Assets:	$	18,881,056
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities:		
Accounts payable	$	1,048,020
Due to other agencies		-
Due to other funds		237,592
Deferred revenues		101,689
Total Liabilities:		1,387,301
Fund Balances:		
Restricted for:		
Restricted-road and bridge		17,493,755
Total Fund Balances:		17,493,755
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	$	18,881,056

HAYS COUNTY, TEXAS
Unaudited Governmental Funds Balance Sheet
For the Month Ended
August 31, 2026

Assets		
Cash and cash equivalents	$	548,555,294
Receivables		2,891,282
Prepaid expenses		374,900
Due from other funds		8,920,200
Inventory, at cost		670,065
Total Assets:	$	561,411,741
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities:		
Accounts payable	$	11,633,163
Due to other agencies		2,762,696
Due to other funds		14,404,320
Deferred revenues		4,097,777
Total Liabilities:	$	32,897,956
Fund Balances:		
Restricted for:		
Restricted	$	1,757,858
Restricted-debt service		29,115,388
Restricted-road and bridge		17,493,755
Restricted-special revenue		6,280,865
Restricted-capital projects		385,502,985
Unassigned		88,362,934
Total Fund Balances:	$	528,513,785
Total Liabilities, Deferred Inflows of Resources, and Fund Balances:	$	561,411,741

HAYS COUNTY

Unaudited Statement of Fund Balances

Fiscal Year to Date 8/31/2026

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
GENERAL FUND						
001 - General Fund	$ 97,863,504.33	$ 5,226,548.40	$ 14,727,119.12	$ 88,362,933.61	$ 166,534,777.60	$ 151,748,208.50
002 - Election Contract Fund	210,773.55	30,915.56	4,885.37	236,803.74	137,010.49	315,499.72
070 - Juvenile Detention Center Fund	898,920.93	249,887.98	456,529.75	692,279.16	4,785,325.80	5,216,197.66
144 - Historical Jail Restoration Fund	826,475.32	2,299.89	-	828,775.21	28,744.08	-
GENERAL FUND BALANCE	$ 99,799,674.13	$ 5,509,651.83	$ 15,188,534.24	$ 90,120,791.72	$ 171,485,857.97	$ 157,279,905.88
SPECIAL REVENUE FUNDS						
011 - American Rescue Plan Fund	$ 117,010.71	$ 942,434.72	$ 601,118.71	$ 458,326.72	$ 1,068,053.53	$ 2,220,774.70
012 - Local Assistance and TC Fund	13,869.14	53.07	-	13,922.21	3,000.77	-
020 - Road and Bridge General Fund	18,694,921.69	358,557.61	1,559,724.62	17,493,754.68	26,992,226.71	16,437,284.27
050 - Sheriff Abandoned Vehicle Fund	39,343.63	109.43	-	39,453.06	1,367.92	-
051 - Sheriff Bail Bond Fund	88,110.93	278.69	-	88,389.62	5,784.09	-
052 - Sheriff Special Projects Fund	4,381.61	12.09	-	4,393.70	151.62	-
053 - Sheriff Drug Forfeiture Fund	124,079.68	342.45	-	124,422.13	37,562.49	1,400.37
055 - Sheriff Fed Discretionary Fund	181,557.67	1,491.04	-	183,048.71	18,297.14	21,533.80
064 - Fire Julshal Code Fee Fund	133,238.57	31,994.09	12,017.66	153,215.00	183,292.36	134,349.89
065 - Veteran's Court Program Fund	39,721.17	1,032.67	-	40,753.84	9,715.95	-
067 - Constable 2 Drug Forfeiture Fund	372.44	0.59	-	373.03	6.27	-
080 - DA Hot Check Fee Fund	5,961.52	155.41	-	6,116.93	1,321.85	-
081 - DA Drug Forfeiture Fund	318,520.57	248.55	4,158.41	314,610.71	34,260.07	28,271.78
084 - Law Library Fund	84,230.82	18,726.13	5,494.17	97,462.78	156,325.92	149,290.03
100 - County and District Court Tech Fund	34,220.73	509.68	-	34,730.41	5,060.44	-
101 - Records Mgmt and Archive Fund	255,910.96	82,554.83	108,528.74	229,937.05	948,704.80	1,747,931.84
102 - Guardianship Fee Fund	18,508.32	1,611.46	-	20,119.78	18,743.48	9,997.90
105 - Court Records Preservation Fund	673,716.60	18,629.25	-	692,345.85	158,221.42	-
106 - County Records Preservation Fund	59,527.85	2,844.96	4,315.63	58,057.18	28,103.64	70,844.96
107 - Courthouse Security Fund	30,838.00	14,995.16	17,898.94	27,934.22	132,820.69	202,758.32
108 - Dist Court Records Fund	31,327.88	102.11	-	31,429.99	1,307.19	-
109 - Truancy Court Fee Fund	3,823.71	10.54	-	3,834.25	353.51	-
110 - Justice Court Bldg Fund	132,754.58	395.90	-	133,150.48	4,982.50	5,899.12
111 - Court Reporters Service Fund	(8,089.73)	13,342.01	-	5,252.28	111,882.42	175,579.19
112 - Justice Court Technology Fund	572,345.58	4,370.63	19.98	576,696.23	47,802.88	16,770.88
115 - Dispute Resolution Fund	177,612.21	12,961.34	5,962.17	184,611.38	111,309.25	57,220.13
116 - Juvenile Delinquency	257.25	0.62	-	257.87	8.22	-
117 - County Child Abuse Prevention	316.99	11.08	-	328.07	1,022.00	944.38
119 - Language Access Fee Fund	143,837.33	4,721.58	3,262.50	145,296.41	41,719.84	3,262.50
120 - Family Health Services Fund	1,323,340.89	1,944.21	188,006.78	1,137,278.32	4,118,743.58	3,387,660.85
121 - Tobacco Settlement Fund	194,695.56	295.39	1,116.00	193,874.95	183,057.13	225,568.15
122 - Opioid Settlement Fund	225,078.01	349.81	7,669.58	217,758.24	44,930.94	82,966.20
123 - Youth Diversion Fund	8,337.08	423.25	-	8,760.33	4,267.54	-
124 - Specialty Court Fund	70,266.79	2,402.12	-	72,668.91	22,752.87	-

HAYS COUNTY

Unaudited Statement of Fund Balances

Fiscal Year to Date 8/31/2026

	Beginning Balance	M-T-D Revenues	M-T-D Expenses	Ending Balance	Y-T-D Revenues	Y-T-D Expenses
125 - Food Establishment Program Fund	83,158.88	3,715.26	15,386.88	71,487.26	235,766.22	164,278.96
141 - Historical Comm Publication Fund	159,861.10	512.88	384.95	159,989.03	5,553.91	4,719.32
152 - HCL Provider Participation Fund	4,868,969.55	11,282.71	4,129,673.70	750,578.56	23,994,043.93	23,362,397.77
SPECIAL REVENUE FUND BALANCE	$ 28,905,936.27	$ 1,533,423.32	$ 6,664,739.42	$ 23,774,620.17	$ 58,732,525.09	$ 48,511,705.31
CAPITAL PROJECT FUNDS						
006 - Public Safety Bond 2017 Fund	$ 642,350.25	$ 2,006.22	$ -	$ 644,356.47	$ 22,535.70	$ 25,918.96
013 - Facilities Cert Oblig 2026 Fund	100,677,058.34	314,290.41	62,121.30	100,929,227.45	102,758,094.68	1,828,867.23
035 - Road Bond 2019 Fund	9,554,068.62	26,760.56	1,615,140.25	7,965,688.93	478,593.02	4,693,332.15
036 - Certificates of Obligation 2025 Road Fund	192,219,544.81	597,174.49	1,450,345.37	191,366,373.93	207,721,822.18	16,355,448.25
114 - Civil Courts Building Fund	1,704,267.54	15,275.29	-	1,719,542.83	144,934.44	-
146 - ORCA Cedar Oaks Mesa Fund	-	-	-	-	-	-
150 - Park Bond 2011 Fund	46,769.75	77.30	-	46,847.05	886.15	-
151 - Habitat Conservation Plan Fund	3,410,510.77	9,490.65	-	3,420,001.42	121,606.30	107,747.00
153 - CDBG Disaster Recovery Pgm Fund	(12,500.00)	-	-	(12,500.00)	6,250.00	18,750.00
154 - Park Bond 2021 Fund	6,015,764.01	24,858.41	43,664.68	5,996,957.74	450,304.76	7,433,331.71
155 - TX Water Development Board Fund	(53,805.63)	-	-	(53,805.63)	-	53,805.63
156 - Park Bond 2022 Fund	29,495,238.69	91,988.90	1,333,572.30	28,253,655.29	1,000,081.51	1,333,572.30
160 - FM 110 TIRZ Fund	37,339,036.60	101,954.50	-	37,440,991.10	5,563,317.51	2,103,187.10
161 - La CIMA PID 2015 Fund	15,087.69	-	-	15,087.69	37,161.03	3,572,613.33
162 - La CIMA PID Neigh Impr 2020 Fund	1,200,431.92	1,190.64	-	1,201,622.56	143,338.13	160,718.75
163 - La CIMA PID Neigh Impr 2022/2025 Fund	3,864,096.86	-	-	3,864,096.86	6,309,162.01	5,466,722.91
164 - La CIMA PID Neigh Impr 2025 Fund	2,005,260.18	-	-	2,005,260.18	17,159,270.72	15,154,010.54
170 - Infrastructure Imp Fee Fund	715,978.39	1,992.37	18,389.53	699,581.23	41,268.04	128,514.60
CAPITAL PROJECT FUNDS BALANCE	$ 388,839,158.79	$ 1,187,059.74	$ 4,523,233.43	$ 385,502,985.10	$ 341,958,626.18	$ 58,436,540.46
DEBT SERVICE FUND						
190 - Interest and Sinking Fund	$ 41,475,561.05	$ 298,984.33	$ 12,659,157.23	$ 29,115,388.15	$ 95,941,907.94	$ 96,409,069.60
TOTAL GOVERNMENTAL FUNDS	$ **559,020,330.24**	$ **8,529,119.22**	$ **39,035,664.32**	$ **528,513,785.14**	$ **668,118,917.18**	$ **360,637,221.25**
003 - Medical & Dental Insurance Fund	$ 21,555,545.17	$ 99,679.28	$ 1,403,936.43	$ 20,251,288.02	$ 14,734,924.68	$ 17,028,260.90
GRAND TOTAL	$ **580,575,875.41**	$ **8,628,798.50**	$ **40,439,600.75**	$ **548,765,073.16**	$ **682,853,841.86**	$ **377,665,482.15**

Hays County Schedule of Revenues

Through 08/31/26
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **001 - General Fund**									
REVENUE									
Property and Sales Tax	152,367,725.00	.00	152,367,725.00	3,796,359.09	.00	146,369,063.45	5,998,661.55	96	138,090,396.45
Intergovernmental Revenues and Grants	9,354,176.00	1,594,261.00	10,948,437.00	400,465.30	.00	7,125,504.63	3,822,932.37	65	9,642,934.88
Charges for Services	5,896,490.00	.00	5,896,490.00	464,409.11	.00	5,832,438.28	64,051.72	99	5,879,811.67
Fines and Forfeitures	1,832,050.00	.00	1,832,050.00	141,748.10	.00	1,454,832.68	377,217.32	79	1,824,116.34
Other Revenues	667,800.00	469,514.00	1,137,314.00	107,290.95	.00	1,012,939.20	124,374.80	89	1,534,836.66
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	5,525,000.00	.00	5,525,000.00	316,275.85	.00	4,739,999.36	785,000.64	86	5,316,095.69
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$175,643,241.00	$2,063,775.00	$177,707,016.00	$5,226,548.40	$0.00	$166,534,777.60	$11,172,238.40	94%	$162,288,191.69
Fund **001 - General Fund** Totals	$175,643,241.00	$2,063,775.00	$177,707,016.00	$5,226,548.40	$0.00	$166,534,777.60	$11,172,238.40		$162,288,191.69
Fund **002 - Election Contract Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	160,000.00	.00	160,000.00	30,337.41	.00	127,506.42	32,493.58	80	189,559.56
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	10.21
Interest Income	16,000.00	.00	16,000.00	578.15	.00	9,504.07	6,495.93	59	17,802.23
REVENUE TOTALS	$176,000.00	$0.00	$176,000.00	$30,915.56	$0.00	$137,010.49	$38,989.51	78%	$207,372.00
Fund **002 - Election Contract Fund** Totals	$176,000.00	$0.00	$176,000.00	$30,915.56	$0.00	$137,010.49	$38,989.51		$207,372.00
Fund **003 - Medical & Dental Insurance Fund**									
REVENUE									
Charges for Services	17,512,000.00	.00	17,512,000.00	47,821.88	.00	14,140,254.18	3,371,745.82	81	19,478,215.36
Other Revenues	.00	.00	.00	.00	.00	61,000.00	(61,000.00)	+++	60,000.00
Interest Income	475,000.00	.00	475,000.00	51,857.40	.00	533,670.50	(58,670.50)	112	564,419.21
REVENUE TOTALS	$17,987,000.00	$0.00	$17,987,000.00	$99,679.28	$0.00	$14,734,924.68	$3,252,075.32	82%	$20,102,634.57
Fund **003 - Medical & Dental Insurance Fund** Totals	$17,987,000.00	$0.00	$17,987,000.00	$99,679.28	$0.00	$14,734,924.68	$3,252,075.32		$20,102,634.57
Fund **006 - Public Safety Bond 2017 Fund**									
REVENUE									
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	20,000.00	131.00	20,131.00	2,006.22	.00	22,535.70	(2,404.70)	112	97,982.84
REVENUE TOTALS	$20,000.00	$131.00	$20,131.00	$2,006.22	$0.00	$22,535.70	($2,404.70)	112%	$97,982.84
Fund **006 - Public Safety Bond 2017 Fund** Totals	$20,000.00	$131.00	$20,131.00	$2,006.22	$0.00	$22,535.70	($2,404.70)		$97,982.84

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **011 - American Rescue Plan Fund**									
REVENUE									
Intergovernmental Revenues and Grants	3,085,696.00	.00	3,085,696.00	933,441.53	.00	933,441.53	2,152,254.47	30	3,490,484.76
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	150,000.00	.00	150,000.00	8,993.19	.00	134,612.00	15,388.00	90	293,722.57
REVENUE TOTALS	$3,235,696.00	$0.00	$3,235,696.00	$942,434.72	$0.00	$1,068,053.53	$2,167,642.47	33%	$3,784,207.33
Fund **011 - American Rescue Plan Fund** Totals	$3,235,696.00	$0.00	$3,235,696.00	$942,434.72	$0.00	$1,068,053.53	$2,167,642.47		$3,784,207.33
Fund **012 - Local Assistance and TC Fund**									
REVENUE									
Intergovernmental Revenues and Grants	80,000.00	1,244.00	81,244.00	.00	.00	.00	81,244.00	0	82,786.75
Interest Income	4,000.00	.00	4,000.00	53.07	.00	3,000.77	999.23	75	4,114.47
REVENUE TOTALS	$84,000.00	$1,244.00	$85,244.00	$53.07	$0.00	$3,000.77	$82,243.23	4%	$86,901.22
Fund **012 - Local Assistance and TC Fund** Totals	$84,000.00	$1,244.00	$85,244.00	$53.07	$0.00	$3,000.77	$82,243.23		$86,901.22
Fund **013 - Facilities Cert Oblig 2026 Fund**									
REVENUE									
Debt Proceeds	.00	100,813,801.00	100,813,801.00	.00	.00	100,813,801.10	(.10)	100	.00
Interest Income	.00	.00	.00	314,290.41	.00	1,944,293.58	(1,944,293.58)	+++	.00
REVENUE TOTALS	$0.00	$100,813,801.00	$100,813,801.00	$314,290.41	$0.00	$102,758,094.68	($1,944,293.68)	102%	$0.00
Fund **013 - Facilities Cert Oblig 2026 Fund** Totals	$0.00	$100,813,801.00	$100,813,801.00	$314,290.41	$0.00	$102,758,094.68	($1,944,293.68)		$0.00
Fund **020 - Road and Bridge General Fund**									
REVENUE									
Property and Sales Tax	22,710,847.00	.00	22,710,847.00	73,085.99	.00	22,977,019.54	(266,172.54)	101	21,547,844.68
Intergovernmental Revenues and Grants	288,275.00	.00	288,275.00	.00	.00	64,227.13	224,047.87	22	755,420.47
Charges for Services	3,126,000.00	.00	3,126,000.00	173,570.00	.00	2,888,269.24	237,730.76	92	3,178,836.19
Fines and Forfeitures	560,000.00	.00	560,000.00	30,587.67	.00	427,035.35	132,964.65	76	709,045.10
Other Revenues	140,000.00	36,019.00	176,019.00	23,701.60	.00	122,815.01	53,203.99	70	1,119,395.71
Interest Income	550,000.00	.00	550,000.00	57,612.35	.00	512,860.44	37,139.56	93	541,813.49
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$27,375,122.00	$36,019.00	$27,411,141.00	$358,557.61	$0.00	$26,992,226.71	$418,914.29	98%	$27,852,355.64
Fund **020 - Road and Bridge General Fund** Totals	$27,375,122.00	$36,019.00	$27,411,141.00	$358,557.61	$0.00	$26,992,226.71	$418,914.29		$27,852,355.64
Fund **035 - Road Bond 2019 Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	22,840.30

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Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	650,000.00	.00	650,000.00	26,760.56	.00	478,593.02	171,406.98	74	897,758.41
REVENUE TOTALS	$650,000.00	$0.00	$650,000.00	$26,760.56	$0.00	$478,593.02	$171,406.98	74%	$920,598.71
Fund **035 - Road Bond 2019 Fund** Totals	$650,000.00	$0.00	$650,000.00	$26,760.56	$0.00	$478,593.02	$171,406.98		$920,598.71
Fund **036 - 2025 Road COBs**									
REVENUE									
Debt Proceeds	.00	201,376,567.00	201,376,567.00	.00	.00	201,376,567.66	(.66)	100	.00
Interest Income	.00	.00	.00	597,174.49	.00	6,345,254.52	(6,345,254.52)	+++	.00
REVENUE TOTALS	$0.00	$201,376,567.00	$201,376,567.00	$597,174.49	$0.00	$207,721,822.18	($6,345,255.18)	103%	$0.00
Fund **036 - 2025 Road COBs** Totals	$0.00	$201,376,567.00	$201,376,567.00	$597,174.49	$0.00	$207,721,822.18	($6,345,255.18)		$0.00
Fund **050 - Sheriff Abandoned Vehicle Fund**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	1,500.00	.00	1,500.00	109.43	.00	1,367.92	132.08	91	1,691.54
REVENUE TOTALS	$1,500.00	$0.00	$1,500.00	$109.43	$0.00	$1,367.92	$132.08	91%	$1,691.54
Fund **050 - Sheriff Abandoned Vehicle Fund** Totals	$1,500.00	$0.00	$1,500.00	$109.43	$0.00	$1,367.92	$132.08		$1,691.54
Fund **051 - Sheriff Bail Bond Fund**									
REVENUE									
Charges for Services	1,200.00	.00	1,200.00	.00	.00	2,200.00	(1,000.00)	183	1,650.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1.40
Interest Income	4,000.00	.00	4,000.00	278.69	.00	3,584.09	415.91	90	4,420.81
REVENUE TOTALS	$5,200.00	$0.00	$5,200.00	$278.69	$0.00	$5,784.09	($584.09)	111%	$6,072.21
Fund **051 - Sheriff Bail Bond Fund** Totals	$5,200.00	$0.00	$5,200.00	$278.69	$0.00	$5,784.09	($584.09)		$6,072.21
Fund **052 - Sheriff Special Projects Fund**									
REVENUE									
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,250.00
Interest Income	.00	.00	.00	12.09	.00	151.62	(151.62)	+++	200.02
REVENUE TOTALS	$0.00	$0.00	$0.00	$12.09	$0.00	$151.62	($151.62)	+++	$1,450.02
Fund **052 - Sheriff Special Projects Fund** Totals	$0.00	$0.00	$0.00	$12.09	$0.00	$151.62	($151.62)		$1,450.02
Fund **053 - Sheriff Drug Forfeiture Fund**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	.00	.00	34,152.53	(34,152.53)	+++	8,199.25
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Interest Income	.00	.00	.00	342.45	.00	3,409.96	(3,409.96)	+++	6,347.86
REVENUE TOTALS	$0.00	$0.00	$0.00	$342.45	$0.00	$37,562.49	($37,562.49)	+++	$14,547.11
Fund **053 - Sheriff Drug Forfeiture Fund** Totals	$0.00	$0.00	$0.00	$342.45	$0.00	$37,562.49	($37,562.49)		$14,547.11
Fund **055 - Sheriff Fed Discretionary Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	1,205.28	.00	15,074.49	(15,074.49)	+++	77,865.13
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	285.76	.00	3,222.65	(3,222.65)	+++	3,179.72
REVENUE TOTALS	$0.00	$0.00	$0.00	$1,491.04	$0.00	$18,297.14	($18,297.14)	+++	$81,044.85
Fund **055 - Sheriff Fed Discretionary Fund** Totals	$0.00	$0.00	$0.00	$1,491.04	$0.00	$18,297.14	($18,297.14)		$81,044.85
Fund **064 - Fire Marshal Code Fee Fund**									
REVENUE									
Charges for Services	100,000.00	439.00	100,439.00	31,676.65	.00	179,807.86	(79,368.86)	179	147,578.65
Interest Income	3,900.00	.00	3,900.00	317.44	.00	3,484.50	415.50	89	4,008.83
REVENUE TOTALS	$103,900.00	$439.00	$104,339.00	$31,994.09	$0.00	$183,292.36	($78,953.36)	176%	$151,587.48
Fund **064 - Fire Marshal Code Fee Fund** Totals	$103,900.00	$439.00	$104,339.00	$31,994.09	$0.00	$183,292.36	($78,953.36)		$151,587.48
Fund **065 - Veteran's Court Program Fund**									
REVENUE									
Other Revenues	.00	.00	.00	922.00	.00	8,492.01	(8,492.01)	+++	10,307.00
Interest Income	900.00	.00	900.00	110.67	.00	1,223.94	(323.94)	136	1,084.23
REVENUE TOTALS	$900.00	$0.00	$900.00	$1,032.67	$0.00	$9,715.95	($8,815.95)	1080%	$11,391.23
Fund **065 - Veteran's Court Program Fund** Totals	$900.00	$0.00	$900.00	$1,032.67	$0.00	$9,715.95	($8,815.95)		$11,391.23
Fund **067 - Constable 2 Drug Forfeiture Fund**									
REVENUE									
Fines and Forfeitures	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	.59	.00	6.27	(6.27)	+++	6.71
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.59	$0.00	$6.27	($6.27)	+++	$6.71
Fund **067 - Constable 2 Drug Forfeiture Fund** Totals	$0.00	$0.00	$0.00	$0.59	$0.00	$6.27	($6.27)		$6.71
Fund **070 - Juvenile Detention Center Fund**									
REVENUE									
Intergovernmental Revenues and Grants	80,000.00	25,982.00	105,982.00	30,695.16	.00	105,441.96	540.04	99	84,419.59
Charges for Services	3,980,000.00	.00	3,980,000.00	204,255.00	.00	3,250,993.75	729,006.25	82	2,740,412.50
Other Revenues	165,000.00	8,599.00	173,599.00	13,756.00	.00	144,015.95	29,583.05	83	166,702.04

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Interest Income	80,000.00	.00	80,000.00	1,181.82	.00	21,966.14	58,033.86	27	79,536.62
Fund Transfers	1,262,908.00	.00	1,262,908.00	.00	.00	1,262,908.00	.00	100	2,375,274.00
REVENUE TOTALS	$5,567,908.00	$34,581.00	$5,602,489.00	$249,887.98	$0.00	$4,785,325.80	$817,163.20	85%	$5,446,344.75
Fund **070 - Juvenile Detention Center Fund** Totals	$5,567,908.00	$34,581.00	$5,602,489.00	$249,887.98	$0.00	$4,785,325.80	$817,163.20		$5,446,344.75
Fund **080 - DA Hot Check Fee Fund**									
REVENUE									
Charges for Services	.00	.00	.00	142.21	.00	1,228.83	(1,228.83)	+++	1,728.12
Other Revenues	.00	.00	.00	3.83	.00	3.83	(3.83)	+++	.00
Interest Income	.00	.00	.00	9.37	.00	89.19	(89.19)	+++	86.04
REVENUE TOTALS	$0.00	$0.00	$0.00	$155.41	$0.00	$1,321.85	($1,321.85)	+++	$1,814.16
Fund **080 - DA Hot Check Fee Fund** Totals	$0.00	$0.00	$0.00	$155.41	$0.00	$1,321.85	($1,321.85)		$1,814.16
Fund **081 - DA Drug Forfeiture Fund**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines and Forfeitures	.00	.00	.00	.00	.00	31,584.76	(31,584.76)	+++	123,526.98
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	3,249.74
Interest Income	.00	.00	.00	248.55	.00	2,675.31	(2,675.31)	+++	3,275.86
REVENUE TOTALS	$0.00	$0.00	$0.00	$248.55	$0.00	$34,260.07	($34,260.07)	+++	$130,052.58
Fund **081 - DA Drug Forfeiture Fund** Totals	$0.00	$0.00	$0.00	$248.55	$0.00	$34,260.07	($34,260.07)		$130,052.58
Fund **084 - Law Library Fund**									
REVENUE									
Charges for Services	152,000.00	.00	152,000.00	18,380.09	.00	151,893.36	106.64	100	156,250.24
Other Revenues	.00	444.00	444.00	113.85	.00	1,087.55	(643.55)	245	1,126.30
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	4,300.00	.00	4,300.00	232.19	.00	3,345.01	954.99	78	4,387.14
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$156,300.00	$444.00	$156,744.00	$18,726.13	$0.00	$156,325.92	$418.08	100%	$161,763.68
Fund **084 - Law Library Fund** Totals	$156,300.00	$444.00	$156,744.00	$18,726.13	$0.00	$156,325.92	$418.08		$161,763.68
Fund **100 - County and District Court Techn**									
REVENUE									
Charges for Services	4,400.00	.00	4,400.00	414.51	.00	3,939.30	460.70	90	4,151.03
Interest Income	1,200.00	.00	1,200.00	95.17	.00	1,121.14	78.86	93	1,213.04
REVENUE TOTALS	$5,600.00	$0.00	$5,600.00	$509.68	$0.00	$5,060.44	$539.56	90%	$5,364.07
Fund **100 - County and District Court Techn** Totals	$5,600.00	$0.00	$5,600.00	$509.68	$0.00	$5,060.44	$539.56		$5,364.07

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Fund **101 - Records Mgmt and Archive Fund**									
REVENUE									
Charges for Services	1,020,000.00	.00	1,020,000.00	81,829.74	.00	926,928.49	93,071.51	91	1,019,789.82
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	10.61
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	80,000.00	.00	80,000.00	725.09	.00	21,776.31	58,223.69	27	69,735.75
REVENUE TOTALS	$1,100,000.00	$0.00	$1,100,000.00	$82,554.83	$0.00	$948,704.80	$151,295.20	86%	$1,089,536.18
Fund **101 - Records Mgmt and Archive Fund** Totals	$1,100,000.00	$0.00	$1,100,000.00	$82,554.83	$0.00	$948,704.80	$151,295.20		$1,089,536.18
Fund **102 - Guardianship Fee Fund**									
REVENUE									
Charges for Services	18,000.00	.00	18,000.00	1,560.00	.00	18,120.00	(120.00)	101	19,410.00
Interest Income	2,100.00	.00	2,100.00	51.46	.00	623.48	1,476.52	30	2,061.08
REVENUE TOTALS	$20,100.00	$0.00	$20,100.00	$1,611.46	$0.00	$18,743.48	$1,356.52	93%	$21,471.08
Fund **102 - Guardianship Fee Fund** Totals	$20,100.00	$0.00	$20,100.00	$1,611.46	$0.00	$18,743.48	$1,356.52		$21,471.08
Fund **105 - Court Records Preservation**									
REVENUE									
Charges for Services	131,000.00	.00	131,000.00	16,754.37	.00	137,082.83	(6,082.83)	105	140,250.39
Interest Income	17,000.00	.00	17,000.00	1,874.88	.00	21,138.59	(4,138.59)	124	19,888.29
REVENUE TOTALS	$148,000.00	$0.00	$148,000.00	$18,629.25	$0.00	$158,221.42	($10,221.42)	107%	$160,138.68
Fund **105 - Court Records Preservation** Totals	$148,000.00	$0.00	$148,000.00	$18,629.25	$0.00	$158,221.42	($10,221.42)		$160,138.68
Fund **106 - County Records Preservation Fund**									
REVENUE									
Charges for Services	30,500.00	.00	30,500.00	2,679.42	.00	25,195.16	5,304.84	83	27,069.43
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	10.00
Interest Income	10,000.00	.00	10,000.00	165.54	.00	2,908.48	7,091.52	29	9,841.50
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$40,500.00	$0.00	$40,500.00	$2,844.96	$0.00	$28,103.64	$12,396.36	69%	$36,920.93
Fund **106 - County Records Preservation Fund** Totals	$40,500.00	$0.00	$40,500.00	$2,844.96	$0.00	$28,103.64	$12,396.36		$36,920.93
Fund **107 - Courthouse Security Fund**									
REVENUE									
Charges for Services	133,300.00	.00	133,300.00	14,909.29	.00	130,487.57	2,812.43	98	142,925.57
Interest Income	7,000.00	.00	7,000.00	85.87	.00	2,333.12	4,666.88	33	6,824.16
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$140,300.00	$0.00	$140,300.00	$14,995.16	$0.00	$132,820.69	$7,479.31	95%	$149,749.73

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **107 - Courthouse Security Fund** Totals	$140,300.00	$0.00	$140,300.00	$14,995.16	$0.00	$132,820.69	$7,479.31		$149,749.73
Fund **108 - Dist Court Records Technology**									
REVENUE									
Charges for Services	300.00	.00	300.00	15.00	.00	221.50	78.50	74	391.14
Interest Income	1,000.00	.00	1,000.00	87.11	.00	1,085.69	(85.69)	109	1,326.16
REVENUE TOTALS	$1,300.00	$0.00	$1,300.00	$102.11	$0.00	$1,307.19	($7.19)	101%	$1,717.30
Fund **108 - Dist Court Records Technology** Totals	$1,300.00	$0.00	$1,300.00	$102.11	$0.00	$1,307.19	($7.19)		$1,717.30
Fund **109 - Truancy Court Fee Fund**									
REVENUE									
Charges for Services	500.00	.00	500.00	.00	.00	225.00	275.00	45	415.00
Interest Income	100.00	.00	100.00	10.54	.00	128.51	(28.51)	129	142.76
REVENUE TOTALS	$600.00	$0.00	$600.00	$10.54	$0.00	$353.51	$246.49	59%	$557.76
Fund **109 - Truancy Court Fee Fund** Totals	$600.00	$0.00	$600.00	$10.54	$0.00	$353.51	$246.49		$557.76
Fund **110 - Justice Court Bldg Security Fund**									
REVENUE									
Charges for Services	480.00	.00	480.00	26.38	.00	268.14	211.86	56	487.65
Interest Income	6,000.00	.00	6,000.00	369.52	.00	4,714.36	1,285.64	79	5,939.07
REVENUE TOTALS	$6,480.00	$0.00	$6,480.00	$395.90	$0.00	$4,982.50	$1,497.50	77%	$6,426.72
Fund **110 - Justice Court Bldg Security Fund** Totals	$6,480.00	$0.00	$6,480.00	$395.90	$0.00	$4,982.50	$1,497.50		$6,426.72
Fund **111 - Court Reporters Service Fund**									
REVENUE									
Charges for Services	108,000.00	.00	108,000.00	13,342.01	.00	110,384.62	(2,384.62)	102	113,634.72
Interest Income	3,500.00	.00	3,500.00	.00	.00	1,497.80	2,002.20	43	3,825.71
REVENUE TOTALS	$111,500.00	$0.00	$111,500.00	$13,342.01	$0.00	$111,882.42	($382.42)	100%	$117,460.43
Fund **111 - Court Reporters Service Fund** Totals	$111,500.00	$0.00	$111,500.00	$13,342.01	$0.00	$111,882.42	($382.42)		$117,460.43
Fund **112 - Justice Court Technology Fund**									
REVENUE									
Charges for Services	32,500.00	.00	32,500.00	2,777.85	.00	28,142.71	4,357.29	87	36,405.08
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	44.46
Interest Income	23,000.00	.00	23,000.00	1,592.78	.00	19,660.17	3,339.83	85	23,517.55
REVENUE TOTALS	$55,500.00	$0.00	$55,500.00	$4,370.63	$0.00	$47,802.88	$7,697.12	86%	$59,967.09
Fund **112 - Justice Court Technology Fund** Totals	$55,500.00	$0.00	$55,500.00	$4,370.63	$0.00	$47,802.88	$7,697.12		$59,967.09
Fund **114 - Civil Courts Building Fund**									
REVENUE									

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Charges for Services	84,000.00	.00	84,000.00	10,532.91	.00	87,113.21	(3,113.21)	104	89,862.66
Interest Income	65,000.00	.00	65,000.00	4,742.38	.00	57,821.23	7,178.77	89	67,513.84
REVENUE TOTALS	$149,000.00	$0.00	$149,000.00	$15,275.29	$0.00	$144,934.44	$4,065.56	97%	$157,376.50
Fund **114 - Civil Courts Building Fund** Totals	$149,000.00	$0.00	$149,000.00	$15,275.29	$0.00	$144,934.44	$4,065.56		$157,376.50
Fund **115 - Dispute Resolution Fund**									
REVENUE									
Charges for Services	95,285.00	.00	95,285.00	12,467.20	.00	105,767.33	(10,482.33)	111	103,337.40
Interest Income	4,500.00	.00	4,500.00	494.14	.00	5,541.92	(1,041.92)	123	4,921.22
REVENUE TOTALS	$99,785.00	$0.00	$99,785.00	$12,961.34	$0.00	$111,309.25	($11,524.25)	112%	$108,258.62
Fund **115 - Dispute Resolution Fund** Totals	$99,785.00	$0.00	$99,785.00	$12,961.34	$0.00	$111,309.25	($11,524.25)		$108,258.62
Fund **116 - Juvenile Delinquency Prevention**									
REVENUE									
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	.62	.00	8.22	(8.22)	+++	11.33
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.62	$0.00	$8.22	($8.22)	+++	$11.33
Fund **116 - Juvenile Delinquency Prevention** Totals	$0.00	$0.00	$0.00	$0.62	$0.00	$8.22	($8.22)		$11.33
Fund **117 - County Child Abuse Prevention**									
REVENUE									
Charges for Services	700.00	.00	700.00	10.15	.00	1,000.65	(300.65)	143	987.83
Interest Income	.00	.00	.00	.93	.00	21.35	(21.35)	+++	21.75
REVENUE TOTALS	$700.00	$0.00	$700.00	$11.08	$0.00	$1,022.00	($322.00)	146%	$1,009.58
Fund **117 - County Child Abuse Prevention** Totals	$700.00	$0.00	$700.00	$11.08	$0.00	$1,022.00	($322.00)		$1,009.58
Fund **119 - Language Access Fee Fund**									
REVENUE									
Charges for Services	31,900.00	.00	31,900.00	4,329.43	.00	37,400.28	(5,500.28)	117	35,051.00
Interest Income	3,500.00	.00	3,500.00	392.15	.00	4,319.56	(819.56)	123	3,692.40
REVENUE TOTALS	$35,400.00	$0.00	$35,400.00	$4,721.58	$0.00	$41,719.84	($6,319.84)	118%	$38,743.40
Fund **119 - Language Access Fee Fund** Totals	$35,400.00	$0.00	$35,400.00	$4,721.58	$0.00	$41,719.84	($6,319.84)		$38,743.40
Fund **120 - Health Services Fund**									
REVENUE									
Intergovernmental Revenues and Grants	615,131.00	10,000.00	625,131.00	.00	.00	516,345.41	108,785.59	83	694,290.72
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	372.00	372.00	66.92	.00	66.92	305.08	18	3,039.83
Interest Income	100,000.00	.00	100,000.00	1,877.29	.00	25,417.25	74,582.75	25	106,484.74

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Fund Transfers	3,588,387.00	13,527.00	3,601,914.00	.00	.00	3,576,914.00	25,000.00	99	3,017,866.00
REVENUE TOTALS	$4,303,518.00	$23,899.00	$4,327,417.00	$1,944.21	$0.00	$4,118,743.58	$208,673.42	95%	$3,821,681.29
Fund **120 - Health Services Fund** Totals	$4,303,518.00	$23,899.00	$4,327,417.00	$1,944.21	$0.00	$4,118,743.58	$208,673.42		$3,821,681.29
Fund **121 - Tobacco Settlement Fund**									
REVENUE									
Intergovernmental Revenues and Grants	170,000.00	.00	170,000.00	.00	.00	179,842.69	(9,842.69)	106	174,617.81
Interest Income	3,000.00	.00	3,000.00	295.39	.00	3,214.44	(214.44)	107	3,050.09
REVENUE TOTALS	$173,000.00	$0.00	$173,000.00	$295.39	$0.00	$183,057.13	($10,057.13)	106%	$177,667.90
Fund **121 - Tobacco Settlement Fund** Totals	$173,000.00	$0.00	$173,000.00	$295.39	$0.00	$183,057.13	($10,057.13)		$177,667.90
Fund **122 - Opioid Abatement Settlement Fund**									
REVENUE									
Intergovernmental Revenues and Grants	50,000.00	.00	50,000.00	.00	.00	40,899.19	9,100.81	82	157,754.30
Interest Income	3,800.00	.00	3,800.00	349.81	.00	4,031.75	(231.75)	106	3,774.53
REVENUE TOTALS	$53,800.00	$0.00	$53,800.00	$349.81	$0.00	$44,930.94	$8,869.06	84%	$161,528.83
Fund **122 - Opioid Abatement Settlement Fund** Totals	$53,800.00	$0.00	$53,800.00	$349.81	$0.00	$44,930.94	$8,869.06		$161,528.83
Fund **123 - Youth Diversion Fund**									
REVENUE									
Charges for Services	3,800.00	.00	3,800.00	400.00	.00	4,050.00	(250.00)	107	4,450.00
Interest Income	.00	.00	.00	23.25	.00	217.54	(217.54)	+++	42.79
REVENUE TOTALS	$3,800.00	$0.00	$3,800.00	$423.25	$0.00	$4,267.54	($467.54)	112%	$4,492.79
Fund **123 - Youth Diversion Fund** Totals	$3,800.00	$0.00	$3,800.00	$423.25	$0.00	$4,267.54	($467.54)		$4,492.79
Fund **124 - Specialty Court Fund**									
REVENUE									
Charges for Services	17,000.00	.00	17,000.00	2,206.51	.00	20,668.44	(3,668.44)	122	21,609.14
Interest Income	1,400.00	.00	1,400.00	195.61	.00	2,084.43	(684.43)	149	1,672.59
REVENUE TOTALS	$18,400.00	$0.00	$18,400.00	$2,402.12	$0.00	$22,752.87	($4,352.87)	124%	$23,281.73
Fund **124 - Specialty Court Fund** Totals	$18,400.00	$0.00	$18,400.00	$2,402.12	$0.00	$22,752.87	($4,352.87)		$23,281.73
Fund **125 - Food Establishment Program Fund**									
REVENUE									
Charges for Services	255,000.00	.00	255,000.00	3,484.00	.00	235,251.00	19,749.00	92	.00
Interest Income	.00	.00	.00	231.26	.00	515.22	(515.22)	+++	.00
REVENUE TOTALS	$255,000.00	$0.00	$255,000.00	$3,715.26	$0.00	$235,766.22	$19,233.78	92%	$0.00
Fund **125 - Food Establishment Program Fund** Totals	$255,000.00	$0.00	$255,000.00	$3,715.26	$0.00	$235,766.22	$19,233.78		$0.00
Fund **141 - Historical Comm Publication Fund**									

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REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	6,600.00	.00	6,600.00	512.88	.00	5,553.91	1,046.09	84	6,867.91
REVENUE TOTALS	$6,600.00	$0.00	$6,600.00	$512.88	$0.00	$5,553.91	$1,046.09	84%	$6,867.91
Fund **141 - Historical Comm Publication Fund** Totals	$6,600.00	$0.00	$6,600.00	$512.88	$0.00	$5,553.91	$1,046.09		$6,867.91
Fund **144 - Historical Jail Restoration Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	36,800.00	.00	36,800.00	2,299.89	.00	28,744.08	8,055.92	78	35,528.97
REVENUE TOTALS	$36,800.00	$0.00	$36,800.00	$2,299.89	$0.00	$28,744.08	$8,055.92	78%	$35,528.97
Fund **144 - Historical Jail Restoration Fund** Totals	$36,800.00	$0.00	$36,800.00	$2,299.89	$0.00	$28,744.08	$8,055.92		$35,528.97
Fund **146 - ORCA Cedar Oaks Mesa Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	56,148.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	1,125.00
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$57,273.00
Fund **146 - ORCA Cedar Oaks Mesa Fund** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$57,273.00
Fund **150 - Park Bond 2011 Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	77.30	.00	886.15	(886.15)	+++	2,003.74
REVENUE TOTALS	$0.00	$0.00	$0.00	$77.30	$0.00	$886.15	($886.15)	+++	$2,003.74
Fund **150 - Park Bond 2011 Fund** Totals	$0.00	$0.00	$0.00	$77.30	$0.00	$886.15	($886.15)		$2,003.74
Fund **151 - Habitat Conservation Plan Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Charges for Services	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,000.00
Interest Income	135,000.00	.00	135,000.00	9,490.65	.00	121,606.30	13,393.70	90	151,252.48
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00

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REVENUE TOTALS	$137,000.00	$0.00	$137,000.00	$9,490.65	$0.00	$121,606.30	$15,393.70	89%	$153,252.48
Fund **151 - Habitat Conservation Plan Fund** Totals	$137,000.00	$0.00	$137,000.00	$9,490.65	$0.00	$121,606.30	$15,393.70		$153,252.48
Fund **152 - HCL Provider Participation Fund**									
REVENUE									
Other Revenues	17,270,000.00	6,000,000.00	23,270,000.00	.00	.00	23,904,118.00	(634,118.00)	103	23,026,739.00
Interest Income	.00	.00	.00	11,282.71	.00	89,925.93	(89,925.93)	+++	120,535.32
REVENUE TOTALS	$17,270,000.00	$6,000,000.00	$23,270,000.00	$11,282.71	$0.00	$23,994,043.93	($724,043.93)	103%	$23,147,274.32
Fund **152 - HCL Provider Participation Fund** Totals	$17,270,000.00	$6,000,000.00	$23,270,000.00	$11,282.71	$0.00	$23,994,043.93	($724,043.93)		$23,147,274.32
Fund **153 - CDBG Disaster Recovery Prgm Fund**									
REVENUE									
Intergovernmental Revenues and Grants	31,250.00	.00	31,250.00	.00	.00	6,250.00	25,000.00	20	43,750.00
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$6,250.00	$25,000.00	20%	$43,750.00
Fund **153 - CDBG Disaster Recovery Prgm Fund** Totals	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$6,250.00	$25,000.00		$43,750.00
Fund **154 - Park Bond 2021 Fund**									
REVENUE									
Intergovernmental Revenues and Grants	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	600,000.00	.00	600,000.00	24,858.41	.00	450,304.76	149,695.24	75	801,602.41
REVENUE TOTALS	$600,000.00	$0.00	$600,000.00	$24,858.41	$0.00	$450,304.76	$149,695.24	75%	$801,602.41
Fund **154 - Park Bond 2021 Fund** Totals	$600,000.00	$0.00	$600,000.00	$24,858.41	$0.00	$450,304.76	$149,695.24		$801,602.41
Fund **155 - TX Water Development Board Fund**									
REVENUE									
Intergovernmental Revenues and Grants	45,000.00	8,806.00	53,806.00	.00	.00	.00	53,806.00	0	71,942.15
REVENUE TOTALS	$45,000.00	$8,806.00	$53,806.00	$0.00	$0.00	$0.00	$53,806.00	0%	$71,942.15
Fund **155 - TX Water Development Board Fund** Totals	$45,000.00	$8,806.00	$53,806.00	$0.00	$0.00	$0.00	$53,806.00		$71,942.15
Fund **156 - Park Bond 2022 Fund**									
REVENUE									
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	1,200,000.00	.00	1,200,000.00	91,988.90	.00	1,000,081.51	199,918.49	83	1,235,284.29
REVENUE TOTALS	$1,200,000.00	$0.00	$1,200,000.00	$91,988.90	$0.00	$1,000,081.51	$199,918.49	83%	$1,235,284.29
Fund **156 - Park Bond 2022 Fund** Totals	$1,200,000.00	$0.00	$1,200,000.00	$91,988.90	$0.00	$1,000,081.51	$199,918.49		$1,235,284.29
Fund **160 - FM 110 Obligation Fund**									
REVENUE									

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Property and Sales Tax	3,500,000.00	.00	3,500,000.00	.00	.00	4,481,611.00	(981,611.00)	128	6,563,093.77
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	100,000.00	825,000.00	925,000.00	101,954.50	.00	1,081,706.51	(156,706.51)	117	1,051,769.84
REVENUE TOTALS	$3,600,000.00	$825,000.00	$4,425,000.00	$101,954.50	$0.00	$5,563,317.51	($1,138,317.51)	126%	$7,614,863.61
Fund **160 - FM 110 Obligation Fund** Totals	$3,600,000.00	$825,000.00	$4,425,000.00	$101,954.50	$0.00	$5,563,317.51	($1,138,317.51)		$7,614,863.61
Fund **161 - La Cima PID 2015 Fund**									
REVENUE									
Property and Sales Tax	1,274,600.00	.00	1,274,600.00	.00	.00	.00	1,274,600.00	0	1,676,223.50
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	37,161.00	37,161.00	.00	.00	37,161.03	(.03)	100	139,889.48
REVENUE TOTALS	$1,274,600.00	$37,161.00	$1,311,761.00	$0.00	$0.00	$37,161.03	$1,274,599.97	3%	$1,816,112.98
Fund **161 - La Cima PID 2015 Fund** Totals	$1,274,600.00	$37,161.00	$1,311,761.00	$0.00	$0.00	$37,161.03	$1,274,599.97		$1,816,112.98
Fund **162 - La Cima PID Neigh Impr 2020 Fund**									
REVENUE									
Property and Sales Tax	499,000.00	.00	499,000.00	.00	.00	116,868.68	382,131.32	23	613,317.47
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	.00	.00	.00	1,190.64	.00	26,469.45	(26,469.45)	+++	52,319.56
REVENUE TOTALS	$499,000.00	$0.00	$499,000.00	$1,190.64	$0.00	$143,338.13	$355,661.87	29%	$665,637.03
Fund **162 - La Cima PID Neigh Impr 2020 Fund** Totals	$499,000.00	$0.00	$499,000.00	$1,190.64	$0.00	$143,338.13	$355,661.87		$665,637.03
Fund **163 - La CIMA PID Impr 2022/2025 Fund**									
REVENUE									
Property and Sales Tax	1,397,000.00	64,590.00	1,461,590.00	.00	.00	1,736,193.12	(274,603.12)	119	2,308,610.98
Debt Proceeds	.00	4,495,000.00	4,495,000.00	.00	.00	4,495,000.00	.00	100	.00
Interest Income	.00	48,942.00	48,942.00	.00	.00	77,968.89	(29,026.89)	159	107,909.61
REVENUE TOTALS	$1,397,000.00	$4,608,532.00	$6,005,532.00	$0.00	$0.00	$6,309,162.01	($303,630.01)	105%	$2,416,520.59
Fund **163 - La CIMA PID Impr 2022/2025 Fund** Totals	$1,397,000.00	$4,608,532.00	$6,005,532.00	$0.00	$0.00	$6,309,162.01	($303,630.01)		$2,416,520.59
Fund **164 - La CIMA PID Refunding 2025 Fund**									
REVENUE									
Property and Sales Tax	.00	.00	.00	.00	.00	1,314,222.52	(1,314,222.52)	+++	.00
Debt Proceeds	.00	11,581,399.00	11,581,399.00	.00	.00	12,251,000.00	(669,601.00)	106	.00
Interest Income	.00	.00	.00	.00	.00	21,434.87	(21,434.87)	+++	.00
Fund Transfers	.00	3,572,613.00	3,572,613.00	.00	.00	3,572,613.33	(.33)	100	.00

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REVENUE TOTALS	$0.00	$15,154,012.00	$15,154,012.00	$0.00	$0.00	$17,159,270.72	($2,005,258.72)	113%	$0.00
Fund **164 - La CIMA PID Refunding 2025 Fund** Totals	$0.00	$15,154,012.00	$15,154,012.00	$0.00	$0.00	$17,159,270.72	($2,005,258.72)		$0.00
Fund **170 - Infrastructure Imp Fee Fund**									
REVENUE									
Charges for Services	15,000.00	.00	15,000.00	.00	.00	14,900.00	100.00	99	11,900.00
Other Revenues	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interest Income	45,000.00	.00	45,000.00	1,992.37	.00	26,368.04	18,631.96	59	39,586.33
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$60,000.00	$0.00	$60,000.00	$1,992.37	$0.00	$41,268.04	$18,731.96	69%	$51,486.33
Fund **170 - Infrastructure Imp Fee Fund** Totals	$60,000.00	$0.00	$60,000.00	$1,992.37	$0.00	$41,268.04	$18,731.96		$51,486.33
Fund **190 - Interest and Sinking Fund**									
REVENUE									
Property and Sales Tax	47,661,843.00	.00	47,661,843.00	191,767.54	.00	47,676,872.20	(15,029.20)	100	37,672,265.12
Other Revenues	6,658,500.00	.00	6,658,500.00	.00	.00	4,596,265.00	2,062,235.00	69	6,658,500.00
Debt Proceeds	.00	42,465,440.00	42,465,440.00	.00	.00	42,475,700.19	(10,260.19)	100	.00
Interest Income	1,000,000.00	.00	1,000,000.00	107,216.79	.00	1,193,070.55	(193,070.55)	119	1,089,307.33
Fund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	$55,320,343.00	$42,465,440.00	$97,785,783.00	$298,984.33	$0.00	$95,941,907.94	$1,843,875.06	98%	$45,420,072.45
Fund **190 - Interest and Sinking Fund** Totals	$55,320,343.00	$42,465,440.00	$97,785,783.00	$298,984.33	$0.00	$95,941,907.94	$1,843,875.06		$45,420,072.45
Grand Totals	$319,206,643.00	$373,449,851.00	$692,656,494.00	$8,628,798.50	$0.00	$682,853,841.86	$9,802,652.14		$311,030,844.52

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Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **001 - General Fund**									
EXPENSE									
Salaries and Benefits	115,842,095.00	164,394.00	116,006,489.00	9,332,843.70	.00	99,945,895.12	16,060,593.88	86	99,997,685.94
Operating	46,513,670.00	4,992,529.00	51,506,199.00	2,824,378.84	581,823.00	40,299,996.05	10,624,379.95	79	43,229,469.55
Travel	44,760.00	12,423.00	57,183.00	4,981.30	.00	17,523.91	39,659.09	31	15,200.23
Continuing Education	537,763.00	46,221.00	583,984.00	37,717.27	9,536.78	430,994.23	143,452.99	75	368,082.13
Capital Outlay	9,920,199.00	(5,909,405.00)	4,010,794.00	62,365.00	83,016.52	701,943.11	3,225,834.37	20	3,684,290.15
Capital Assets	2,744,318.00	458,900.00	3,203,218.00	165,376.05	1,067,553.77	1,682,762.61	452,901.62	86	2,257,680.28
Capital Assets - Operating	1,636,933.00	(39,190.00)	1,597,743.00	34,715.97	230,992.67	1,108,768.21	257,982.12	84	1,602,469.06
Depreciation and Amortization	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	453,838.00	2,269,084.00	2,722,922.00	2,264,740.99	.00	2,720,503.26	2,418.74	100	447,187.71
Interfund Transfers	5,604,373.00	(11,473.00)	5,592,900.00	.00	.00	4,839,822.00	753,078.00	87	5,393,140.00
EXPENSE TOTALS	$183,297,949.00	$1,983,483.00	$185,281,432.00	$14,727,119.12	$1,972,922.74	$151,748,208.50	$31,560,300.76	83%	$156,995,205.05
Fund **001 - General Fund** Totals	$183,297,949.00	$1,983,483.00	$185,281,432.00	$14,727,119.12	$1,972,922.74	$151,748,208.50	$31,560,300.76		$156,995,205.05
Fund **002 - Election Contract Fund**									
EXPENSE									
Salaries and Benefits	.00	19,671.00	19,671.00	.00	.00	19,543.12	127.88	99	.00
Operating	490,625.00	(29,326.00)	461,299.00	4,885.37	41,355.49	290,333.70	129,609.81	72	100,024.02
Continuing Education	4,000.00	.00	4,000.00	.00	.00	(375.00)	4,375.00	-9	4,138.70
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	25,740.47
Capital Assets - Operating	16,870.00	9,655.00	26,525.00	.00	3,136.30	5,997.90	17,390.80	34	13,547.87
EXPENSE TOTALS	$511,495.00	$0.00	$511,495.00	$4,885.37	$44,491.79	$315,499.72	$151,503.49	70%	$143,451.06
Fund **002 - Election Contract Fund** Totals	$511,495.00	$0.00	$511,495.00	$4,885.37	$44,491.79	$315,499.72	$151,503.49		$143,451.06
Fund **003 - Medical & Dental Insurance Fund**									
EXPENSE									
Operating	17,987,000.00	.00	17,987,000.00	1,403,936.43	.00	17,028,260.90	958,739.10	95	17,944,505.60
EXPENSE TOTALS	$17,987,000.00	$0.00	$17,987,000.00	$1,403,936.43	$0.00	$17,028,260.90	$958,739.10	95%	$17,944,505.60
Fund **003 - Medical & Dental Insurance Fund** Totals	$17,987,000.00	$0.00	$17,987,000.00	$1,403,936.43	$0.00	$17,028,260.90	$958,739.10		$17,944,505.60
Fund **006 - Public Safety Bond 2017 Fund**									
EXPENSE									
Operating	.00	2,630.00	2,630.00	.00	.00	2,629.65	.35	100	.00
Capital Outlay	450,000.00	214,627.00	664,627.00	.00	601,962.00	23,289.31	39,375.69	94	2,493,164.47
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	20,072.00

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Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$450,000.00	$217,257.00	$667,257.00	$0.00	$601,962.00	$25,918.96	$39,376.04	94%	$2,513,236.47
Fund **006 - Public Safety Bond 2017 Fund** Totals	$450,000.00	$217,257.00	$667,257.00	$0.00	$601,962.00	$25,918.96	$39,376.04		$2,513,236.47
Fund **011 - American Rescue Plan Fund**									
EXPENSE									
Salaries and Benefits	334,120.00	.00	334,120.00	26,564.45	.00	248,916.79	85,203.21	74	314,718.53
Operating	4,466,659.00	.00	4,466,659.00	574,554.26	.00	1,971,857.91	2,494,801.09	44	3,700,422.41
Travel	.00	.00	.00	.00	.00	.00	.00	+++	9,943.38
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	2,830.32
EXPENSE TOTALS	$4,800,779.00	$0.00	$4,800,779.00	$601,118.71	$0.00	$2,220,774.70	$2,580,004.30	46%	$4,027,914.64
Fund **011 - American Rescue Plan Fund** Totals	$4,800,779.00	$0.00	$4,800,779.00	$601,118.71	$0.00	$2,220,774.70	$2,580,004.30		$4,027,914.64
Fund **012 - Local Assistance and TC Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	80,000.00
Operating	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0	1,600.00
Travel	.00	.00	.00	.00	.00	.00	.00	+++	1,186.75
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	1,244.00	1,244.00	.00	1,243.53	.00	.47	100	.00
EXPENSE TOTALS	$80,000.00	$1,244.00	$81,244.00	$0.00	$1,243.53	$0.00	$80,000.47	2%	$82,786.75
Fund **012 - Local Assistance and TC Fund** Totals	$80,000.00	$1,244.00	$81,244.00	$0.00	$1,243.53	$0.00	$80,000.47		$82,786.75
Fund **013 - Facilities Cert Oblig 2026 Fund**									
EXPENSE									
Operating	.00	94,384,657.00	94,384,657.00	.00	.00	.00	94,384,657.00	0	.00
Capital Outlay	.00	5,471,914.00	5,471,914.00	62,121.30	.00	904,138.34	4,567,775.66	17	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	143,428.00	143,428.00	.00	.00	110,927.79	32,500.21	77	.00
Debt Service	.00	813,802.00	813,802.00	.00	.00	813,801.10	.90	100	.00
EXPENSE TOTALS	$0.00	$100,813,801.00	$100,813,801.00	$62,121.30	$0.00	$1,828,867.23	$98,984,933.77	2%	$0.00
Fund **013 - Facilities Cert Oblig 2026 Fund** Totals	$0.00	$100,813,801.00	$100,813,801.00	$62,121.30	$0.00	$1,828,867.23	$98,984,933.77		$0.00
Fund **020 - Road and Bridge General Fund**									
EXPENSE									

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Salaries and Benefits	8,073,028.00	(287,100.00)	7,785,928.00	586,955.76	.00	5,933,671.51	1,852,256.49	76	5,983,709.26
Operating	21,887,460.00	(280,053.00)	21,607,407.00	872,411.36	4,705,971.95	9,197,102.90	7,704,332.15	64	14,852,623.56
Travel	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
Continuing Education	19,000.00	.00	19,000.00	.00	.00	2,365.93	16,634.07	12	9,394.56
Capital Outlay	98,000.00	553,055.00	651,055.00	100,357.50	.00	496,783.46	154,271.54	76	1,457,851.03
Capital Assets	823,647.00	34,832.00	858,479.00	.00	37,004.72	784,213.40	37,260.88	96	613,225.76
Capital Assets - Operating	30,957.00	15,285.00	46,242.00	.00	8,076.59	23,147.07	15,018.34	68	43,905.62
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$30,932,292.00	$36,019.00	$30,968,311.00	$1,559,724.62	$4,751,053.26	$16,437,284.27	$9,779,973.47	68%	$22,960,709.79
Fund **020 - Road and Bridge General Fund** Totals	$30,932,292.00	$36,019.00	$30,968,311.00	$1,559,724.62	$4,751,053.26	$16,437,284.27	$9,779,973.47		$22,960,709.79
Fund **035 - Road Bond 2019 Fund**									
EXPENSE									
Operating	13,800,000.00	(3,120,644.00)	10,679,356.00	1,606,611.65	.00	3,474,521.12	7,204,834.88	33	8,675,240.05
Capital Outlay	.00	3,120,644.00	3,120,644.00	8,528.60	.00	1,218,811.03	1,901,832.97	39	1,992,418.96
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$13,800,000.00	$0.00	$13,800,000.00	$1,615,140.25	$0.00	$4,693,332.15	$9,106,667.85	34%	$10,667,659.01
Fund **035 - Road Bond 2019 Fund** Totals	$13,800,000.00	$0.00	$13,800,000.00	$1,615,140.25	$0.00	$4,693,332.15	$9,106,667.85		$10,667,659.01
Fund **036 - 2025 Road COBs**									
EXPENSE									
Operating	.00	17,575,450.00	17,575,450.00	157,008.43	.00	1,391,304.37	16,184,145.63	8	.00
Capital Outlay	.00	182,459,947.00	182,459,947.00	1,293,336.94	.00	13,587,576.22	168,872,370.78	7	.00
Debt Service	.00	1,376,568.00	1,376,568.00	.00	.00	1,376,567.66	.34	100	.00
EXPENSE TOTALS	$0.00	$201,411,965.00	$201,411,965.00	$1,450,345.37	$0.00	$16,355,448.25	$185,056,516.75	8%	$0.00
Fund **036 - 2025 Road COBs** Totals	$0.00	$201,411,965.00	$201,411,965.00	$1,450,345.37	$0.00	$16,355,448.25	$185,056,516.75		$0.00
Fund **050 - Sheriff Abandoned Vehicle Fund**									
EXPENSE									
Operating	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	.00
EXPENSE TOTALS	$35,000.00	$0.00	$35,000.00	$0.00	$0.00	$0.00	$35,000.00	0%	$0.00
Fund **050 - Sheriff Abandoned Vehicle Fund** Totals	$35,000.00	$0.00	$35,000.00	$0.00	$0.00	$0.00	$35,000.00		$0.00
Fund **051 - Sheriff Bail Bond Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	76,000.00	.00	76,000.00	.00	.00	.00	76,000.00	0	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$76,000.00	$0.00	$76,000.00	$0.00	$0.00	$0.00	$76,000.00	0%	$0.00
Fund **051 - Sheriff Bail Bond Fund** Totals	$76,000.00	$0.00	$76,000.00	$0.00	$0.00	$0.00	$76,000.00		$0.00
Fund **052 - Sheriff Special Projects Fund**									
EXPENSE									
Operating	4,233.00	.00	4,233.00	.00	.00	.00	4,233.00	0	1,199.50
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$4,233.00	$0.00	$4,233.00	$0.00	$0.00	$0.00	$4,233.00	0%	$1,199.50
Fund **052 - Sheriff Special Projects Fund** Totals	$4,233.00	$0.00	$4,233.00	$0.00	$0.00	$0.00	$4,233.00		$1,199.50
Fund **053 - Sheriff Drug Forfeiture Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	90,900.00	.00	90,900.00	.00	.00	1,400.37	89,499.63	2	40,469.38
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	6,648.08
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	7,847.12
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	21,329.08
EXPENSE TOTALS	$90,900.00	$0.00	$90,900.00	$0.00	$0.00	$1,400.37	$89,499.63	2%	$76,293.66
Fund **053 - Sheriff Drug Forfeiture Fund** Totals	$90,900.00	$0.00	$90,900.00	$0.00	$0.00	$1,400.37	$89,499.63		$76,293.66
Fund **055 - Sheriff Fed Discretionary Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	848.45	(848.45)	+++	22,614.27
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	10,429.52
Capital Assets - Operating	.00	.00	.00	.00	.00	20,685.35	(20,685.35)	+++	2,100.99
EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$21,533.80	($21,533.80)	+++	$35,144.78
Fund **055 - Sheriff Fed Discretionary Fund** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$21,533.80	($21,533.80)		$35,144.78
Fund **064 - Fire Marshal Code Fee Fund**									
EXPENSE									
Salaries and Benefits	146,190.00	439.00	146,629.00	12,017.66	.00	134,349.89	12,279.11	92	158,374.52
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$146,190.00	$439.00	$146,629.00	$12,017.66	$0.00	$134,349.89	$12,279.11	92%	$158,374.52
Fund **064 - Fire Marshal Code Fee Fund** Totals	$146,190.00	$439.00	$146,629.00	$12,017.66	$0.00	$134,349.89	$12,279.11		$158,374.52
Fund **065 - Veteran's Court Program Fund**									
EXPENSE									
Operating	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	.00
EXPENSE TOTALS	$20,000.00	$0.00	$20,000.00	$0.00	$0.00	$0.00	$20,000.00	0%	$0.00
Fund **065 - Veteran's Court Program Fund** Totals	$20,000.00	$0.00	$20,000.00	$0.00	$0.00	$0.00	$20,000.00		$0.00
Fund **067 - Constable 2 Drug Forfeiture Fund**									
EXPENSE									
Operating	360.00	.00	360.00	.00	.00	.00	360.00	0	.00
EXPENSE TOTALS	$360.00	$0.00	$360.00	$0.00	$0.00	$0.00	$360.00	0%	$0.00
Fund **067 - Constable 2 Drug Forfeiture Fund** Totals	$360.00	$0.00	$360.00	$0.00	$0.00	$0.00	$360.00		$0.00
Fund **070 - Juvenile Detention Center Fund**									
EXPENSE									
Salaries and Benefits	5,156,742.00	(116,641.00)	5,040,101.00	372,470.50	.00	4,202,924.73	837,176.27	83	4,207,361.61
Operating	984,019.00	(18,073.00)	965,946.00	80,534.77	31,187.73	871,243.80	63,514.47	93	853,320.58
Travel	500.00	.00	500.00	.00	.00	60.12	439.88	12	32.63
Continuing Education	12,500.00	(3,500.00)	9,000.00	513.81	.00	7,790.62	1,209.38	87	6,014.77
Capital Outlay	.00	8,599.00	8,599.00	.00	.00	.00	8,599.00	0	.00
Capital Assets	36,932.00	158,432.00	195,364.00	.00	80,871.82	93,143.44	21,348.74	89	70,310.14
Capital Assets - Operating	35,310.00	5,764.00	41,074.00	3,010.67	.00	41,034.95	39.05	100	76,743.49
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$6,226,003.00	$34,581.00	$6,260,584.00	$456,529.75	$112,059.55	$5,216,197.66	$932,326.79	85%	$5,213,783.22
Fund **070 - Juvenile Detention Center Fund** Totals	$6,226,003.00	$34,581.00	$6,260,584.00	$456,529.75	$112,059.55	$5,216,197.66	$932,326.79		$5,213,783.22
Fund **080 - DA Hot Check Fee Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	3,300.00	.00	3,300.00	.00	.00	.00	3,300.00	0	293.09
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$3,300.00	$0.00	$3,300.00	$0.00	$0.00	$0.00	$3,300.00	0%	$293.09
Fund **080 - DA Hot Check Fee Fund** Totals	$3,300.00	$0.00	$3,300.00	$0.00	$0.00	$0.00	$3,300.00		$293.09

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Fund **081 - DA Drug Forfeiture Fund**									
EXPENSE									
Salaries and Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Operating	201,000.00	.00	201,000.00	630.09	.00	21,123.46	179,876.54	11	22,691.86
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	15,000.00	.00	15,000.00	3,528.32	.00	7,148.32	7,851.68	48	7,070.79
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	20,195.98
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	13,049.40
EXPENSE TOTALS	$216,000.00	$0.00	$216,000.00	$4,158.41	$0.00	$28,271.78	$187,728.22	13%	$63,008.03
Fund **081 - DA Drug Forfeiture Fund** Totals	$216,000.00	$0.00	$216,000.00	$4,158.41	$0.00	$28,271.78	$187,728.22		$63,008.03
Fund **084 - Law Library Fund**									
EXPENSE									
Salaries and Benefits	48,544.00	444.00	48,988.00	4,057.71	.00	44,667.49	4,320.51	91	46,117.79
Operating	150,600.00	.00	150,600.00	1,136.46	8,951.29	103,447.54	38,201.17	75	118,630.32
Continuing Education	2,000.00	.00	2,000.00	300.00	.00	1,175.00	825.00	59	51.94
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$201,144.00	$444.00	$201,588.00	$5,494.17	$8,951.29	$149,290.03	$43,346.68	78%	$164,800.05
Fund **084 - Law Library Fund** Totals	$201,144.00	$444.00	$201,588.00	$5,494.17	$8,951.29	$149,290.03	$43,346.68		$164,800.05
Fund **100 - County and District Court Techn**									
EXPENSE									
Operating	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	.00
Continuing Education	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00	0%	$0.00
Fund **100 - County and District Court Techn** Totals	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00		$0.00
Fund **101 - Records Mgmt and Archive Fund**									
EXPENSE									
Salaries and Benefits	1,529,122.00	.00	1,529,122.00	102,073.43	.00	1,148,106.06	381,015.94	75	1,119,729.97
Operating	725,109.00	(15,308.00)	709,801.00	5,611.77	13,896.00	589,960.80	105,944.20	85	482,694.45
Travel	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,236.26
Continuing Education	15,000.00	12,000.00	27,000.00	843.54	9,150.00	6,557.67	11,292.33	58	20,315.32
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00

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Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	3,308.00	3,308.00	.00	.00	3,307.31	.69	100	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$2,270,231.00	$0.00	$2,270,231.00	$108,528.74	$23,046.00	$1,747,931.84	$499,253.16	78%	$1,623,976.00
Fund **101 - Records Mgmt and Archive Fund** Totals	$2,270,231.00	$0.00	$2,270,231.00	$108,528.74	$23,046.00	$1,747,931.84	$499,253.16		$1,623,976.00
Fund **102 - Guardianship Fee Fund**									
EXPENSE									
Operating	35,000.00	.00	35,000.00	.00	.00	9,997.90	25,002.10	29	54,967.06
EXPENSE TOTALS	$35,000.00	$0.00	$35,000.00	$0.00	$0.00	$9,997.90	$25,002.10	29%	$54,967.06
Fund **102 - Guardianship Fee Fund** Totals	$35,000.00	$0.00	$35,000.00	$0.00	$0.00	$9,997.90	$25,002.10		$54,967.06
Fund **105 - Court Records Preservation**									
EXPENSE									
Operating	650,000.00	(24,927.00)	625,073.00	.00	155,085.96	.00	469,987.04	25	.00
Capital Assets	.00	24,927.00	24,927.00	.00	24,926.60	.00	.40	100	.00
EXPENSE TOTALS	$650,000.00	$0.00	$650,000.00	$0.00	$180,012.56	$0.00	$469,987.44	28%	$0.00
Fund **105 - Court Records Preservation** Totals	$650,000.00	$0.00	$650,000.00	$0.00	$180,012.56	$0.00	$469,987.44		$0.00
Fund **106 - County Records Preservation Fund**									
EXPENSE									
Salaries and Benefits	48,544.00	211.00	48,755.00	4,057.65	.00	44,666.89	4,088.11	92	46,116.93
Operating	35,600.00	(211.00)	35,389.00	257.98	3,400.99	6,029.14	25,958.87	27	114,074.41
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	490.00
Capital Assets	25,000.00	.00	25,000.00	.00	.00	14,875.00	10,125.00	60	8,121.95
Capital Assets - Operating	5,782.00	.00	5,782.00	.00	.00	5,273.93	508.07	91	30,976.27
EXPENSE TOTALS	$119,926.00	$0.00	$119,926.00	$4,315.63	$3,400.99	$70,844.96	$45,680.05	62%	$199,779.56
Fund **106 - County Records Preservation Fund** Totals	$119,926.00	$0.00	$119,926.00	$4,315.63	$3,400.99	$70,844.96	$45,680.05		$199,779.56
Fund **107 - Courthouse Security Fund**									
EXPENSE									
Salaries and Benefits	203,555.00	.00	203,555.00	17,898.94	.00	202,758.32	796.68	100	222,983.62
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$203,555.00	$0.00	$203,555.00	$17,898.94	$0.00	$202,758.32	$796.68	100%	$222,983.62

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Fund **107 - Courthouse Security Fund** Totals	$203,555.00	$0.00	$203,555.00	$17,898.94	$0.00	$202,758.32	$796.68		$222,983.62
Fund **108 - Dist Court Records Technology**									
EXPENSE									
Operating	29,000.00	.00	29,000.00	.00	.00	.00	29,000.00	0	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$29,000.00	$0.00	$29,000.00	$0.00	$0.00	$0.00	$29,000.00	0%	$0.00
Fund **108 - Dist Court Records Technology** Totals	$29,000.00	$0.00	$29,000.00	$0.00	$0.00	$0.00	$29,000.00		$0.00
Fund **109 - Truancy Court Fee Fund**									
EXPENSE									
Operating	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
EXPENSE TOTALS	$4,000.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0%	$0.00
Fund **109 - Truancy Court Fee Fund** Totals	$4,000.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00		$0.00
Fund **110 - Justice Court Bldg Security Fund**									
EXPENSE									
Operating	125,000.00	(5,740.00)	119,260.00	.00	.00	159.98	119,100.02	0	.00
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	18,000.00	5,740.00	23,740.00	.00	.00	5,739.14	18,000.86	24	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$143,000.00	$0.00	$143,000.00	$0.00	$0.00	$5,899.12	$137,100.88	4%	$0.00
Fund **110 - Justice Court Bldg Security Fund** Totals	$143,000.00	$0.00	$143,000.00	$0.00	$0.00	$5,899.12	$137,100.88		$0.00
Fund **111 - Court Reporters Service Fund**									
EXPENSE									
Operating	176,000.00	.00	176,000.00	.00	.00	175,579.19	420.81	100	126,271.57
EXPENSE TOTALS	$176,000.00	$0.00	$176,000.00	$0.00	$0.00	$175,579.19	$420.81	100%	$126,271.57
Fund **111 - Court Reporters Service Fund** Totals	$176,000.00	$0.00	$176,000.00	$0.00	$0.00	$175,579.19	$420.81		$126,271.57
Fund **112 - Justice Court Technology Fund**									
EXPENSE									
Operating	478,069.00	(3,556.00)	474,513.00	19.98	48.60	6,562.98	467,901.42	1	8,765.60
Continuing Education	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	6,950.00	3,556.00	10,506.00	.00	.00	10,207.90	298.10	97	10,496.64
EXPENSE TOTALS	$485,019.00	$0.00	$485,019.00	$19.98	$48.60	$16,770.88	$468,199.52	3%	$19,262.24

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Fund **112 - Justice Court Technology Fund** Totals	$485,019.00	$0.00	$485,019.00	$19.98	$48.60	$16,770.88	$468,199.52		$19,262.24
Fund **114 - Civil Courts Building Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	1,600,000.00	.00	1,600,000.00	.00	.00	.00	1,600,000.00	0	.00
EXPENSE TOTALS	$1,600,000.00	$0.00	$1,600,000.00	$0.00	$0.00	$0.00	$1,600,000.00	0%	$0.00
Fund **114 - Civil Courts Building Fund** Totals	$1,600,000.00	$0.00	$1,600,000.00	$0.00	$0.00	$0.00	$1,600,000.00		$0.00
Fund **115 - Dispute Resolution Fund**									
EXPENSE									
Operating	99,785.00	.00	99,785.00	5,962.17	.00	57,220.13	42,564.87	57	67,092.46
EXPENSE TOTALS	$99,785.00	$0.00	$99,785.00	$5,962.17	$0.00	$57,220.13	$42,564.87	57%	$67,092.46
Fund **115 - Dispute Resolution Fund** Totals	$99,785.00	$0.00	$99,785.00	$5,962.17	$0.00	$57,220.13	$42,564.87		$67,092.46
Fund **117 - County Child Abuse Prevention**									
EXPENSE									
Operating	1,000.00	.00	1,000.00	.00	.00	944.38	55.62	94	987.83
EXPENSE TOTALS	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$944.38	$55.62	94%	$987.83
Fund **117 - County Child Abuse Prevention** Totals	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$944.38	$55.62		$987.83
Fund **119 - Language Access Fee Fund**									
EXPENSE									
Operating	110,500.00	.00	110,500.00	3,262.50	.00	3,262.50	107,237.50	3	.00
EXPENSE TOTALS	$110,500.00	$0.00	$110,500.00	$3,262.50	$0.00	$3,262.50	$107,237.50	3%	$0.00
Fund **119 - Language Access Fee Fund** Totals	$110,500.00	$0.00	$110,500.00	$3,262.50	$0.00	$3,262.50	$107,237.50		$0.00
Fund **120 - Health Services Fund**									
EXPENSE									
Salaries and Benefits	1,942,034.00	6,016.00	1,948,050.00	165,396.23	.00	1,664,864.95	283,185.05	85	1,191,922.54
Operating	2,413,184.00	14,818.00	2,428,002.00	12,188.85	19,420.77	1,701,055.84	707,525.39	71	2,202,264.40
Travel	4,932.00	(3,788.00)	1,144.00	23.65	.00	299.52	844.48	26	80.46
Continuing Education	16,125.00	2,738.00	18,863.00	695.00	720.00	6,204.53	11,938.47	37	5,885.03
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	17,098.00	4,115.00	21,213.00	9,703.05	5,493.99	15,236.01	483.00	98	15,358.27
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$4,393,373.00	$23,899.00	$4,417,272.00	$188,006.78	$25,634.76	$3,387,660.85	$1,003,976.39	77%	$3,415,510.70
Fund **120 - Health Services Fund** Totals	$4,393,373.00	$23,899.00	$4,417,272.00	$188,006.78	$25,634.76	$3,387,660.85	$1,003,976.39		$3,415,510.70

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Fund **121 - Tobacco Settlement Fund**									
EXPENSE									
Operating	345,600.00	(58,399.00)	287,201.00	1,116.00	437.68	212,093.32	74,670.00	74	29,244.88
Travel	.00	13,500.00	13,500.00	.00	.00	13,474.83	25.17	100	.00
Capital Outlay	.00	18,899.00	18,899.00	.00	18,898.76	.00	.24	100	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	1,000.00	1,000.00	.00	.00	.00	1,000.00	0	2,125.00
Interfund Transfers	.00	25,000.00	25,000.00	.00	.00	.00	25,000.00	0	.00
EXPENSE TOTALS	$345,600.00	$0.00	$345,600.00	$1,116.00	$19,336.44	$225,568.15	$100,695.41	71%	$31,369.88
Fund **121 - Tobacco Settlement Fund** Totals	$345,600.00	$0.00	$345,600.00	$1,116.00	$19,336.44	$225,568.15	$100,695.41		$31,369.88
Fund **122 - Opioid Abatement Settlement Fund**									
EXPENSE									
Salaries and Benefits	90,215.00	1,814.00	92,029.00	7,669.58	.00	82,966.20	9,062.80	90	64,386.50
Operating	180,000.00	(1,814.00)	178,186.00	.00	.00	.00	178,186.00	0	846.26
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$270,215.00	$0.00	$270,215.00	$7,669.58	$0.00	$82,966.20	$187,248.80	31%	$65,232.76
Fund **122 - Opioid Abatement Settlement Fund** Totals	$270,215.00	$0.00	$270,215.00	$7,669.58	$0.00	$82,966.20	$187,248.80		$65,232.76
Fund **123 - Youth Diversion Fund**									
EXPENSE									
Operating	8,500.00	.00	8,500.00	.00	.00	.00	8,500.00	0	.00
EXPENSE TOTALS	$8,500.00	$0.00	$8,500.00	$0.00	$0.00	$0.00	$8,500.00	0%	$0.00
Fund **123 - Youth Diversion Fund** Totals	$8,500.00	$0.00	$8,500.00	$0.00	$0.00	$0.00	$8,500.00		$0.00
Fund **124 - Specialty Court Fund**									
EXPENSE									
Operating	65,000.00	.00	65,000.00	.00	.00	.00	65,000.00	0	.00
EXPENSE TOTALS	$65,000.00	$0.00	$65,000.00	$0.00	$0.00	$0.00	$65,000.00	0%	$0.00
Fund **124 - Specialty Court Fund** Totals	$65,000.00	$0.00	$65,000.00	$0.00	$0.00	$0.00	$65,000.00		$0.00
Fund **125 - Food Establishment Program Fund**									
EXPENSE									
Salaries and Benefits	232,668.00	.00	232,668.00	14,585.28	.00	162,789.31	69,878.69	70	.00
Operating	4,000.00	.00	4,000.00	801.60	.00	1,489.65	2,510.35	37	.00
EXPENSE TOTALS	$236,668.00	$0.00	$236,668.00	$15,386.88	$0.00	$164,278.96	$72,389.04	69%	$0.00
Fund **125 - Food Establishment Program Fund** Totals	$236,668.00	$0.00	$236,668.00	$15,386.88	$0.00	$164,278.96	$72,389.04		$0.00
Fund **141 - Historical Comm Publication Fund**									

Hays County Schedule of Expenses

Through 08/31/26
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE									
Operating	138,000.00	.00	138,000.00	384.95	.00	4,719.32	133,280.68	3	4,369.03
Travel	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
Continuing Education	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$147,000.00	$0.00	$147,000.00	$384.95	$0.00	$4,719.32	$142,280.68	3%	$4,369.03
Fund **141 - Historical Comm Publication Fund** Totals	$147,000.00	$0.00	$147,000.00	$384.95	$0.00	$4,719.32	$142,280.68		$4,369.03
Fund **144 - Historical Jail Restoration Fund**									
EXPENSE									
Operating	790,000.00	.00	790,000.00	.00	.00	.00	790,000.00	0	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$790,000.00	$0.00	$790,000.00	$0.00	$0.00	$0.00	$790,000.00	0%	$0.00
Fund **144 - Historical Jail Restoration Fund** Totals	$790,000.00	$0.00	$790,000.00	$0.00	$0.00	$0.00	$790,000.00		$0.00
Fund **146 - ORCA Cedar Oaks Mesa Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	57,273.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$57,273.00
Fund **146 - ORCA Cedar Oaks Mesa Fund** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$57,273.00
Fund **150 - Park Bond 2011 Fund**									
EXPENSE									
Operating	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	7,914.26
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	19,481.01
Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00	0%	$27,395.27
Fund **150 - Park Bond 2011 Fund** Totals	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$30,000.00		$27,395.27
Fund **151 - Habitat Conservation Plan Fund**									
EXPENSE									
Operating	3,450,000.00	.00	3,450,000.00	.00	.00	107,747.00	3,342,253.00	3	.00

Hays County Schedule of Expenses

Through 08/31/26
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$3,450,000.00	$0.00	$3,450,000.00	$0.00	$0.00	$107,747.00	$3,342,253.00	3%	$0.00
Fund **151 - Habitat Conservation Plan Fund** Totals	$3,450,000.00	$0.00	$3,450,000.00	$0.00	$0.00	$107,747.00	$3,342,253.00		$0.00
Fund **152 - HCL Provider Participation Fund**									
EXPENSE									
Operating	17,270,000.00	6,000,000.00	23,270,000.00	4,129,673.70	.00	23,362,397.77	(92,397.77)	100	25,762,743.53
EXPENSE TOTALS	$17,270,000.00	$6,000,000.00	$23,270,000.00	$4,129,673.70	$0.00	$23,362,397.77	($92,397.77)	100%	$25,762,743.53
Fund **152 - HCL Provider Participation Fund** Totals	$17,270,000.00	$6,000,000.00	$23,270,000.00	$4,129,673.70	$0.00	$23,362,397.77	($92,397.77)		$25,762,743.53
Fund **153 - CDBG Disaster Recovery Prgm Fund**									
EXPENSE									
Operating	31,250.00	.00	31,250.00	.00	.00	18,750.00	12,500.00	60	43,750.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$18,750.00	$12,500.00	60%	$43,750.00
Fund **153 - CDBG Disaster Recovery Prgm Fund** Totals	$31,250.00	$0.00	$31,250.00	$0.00	$0.00	$18,750.00	$12,500.00		$43,750.00
Fund **154 - Park Bond 2021 Fund**									
EXPENSE									
Operating	13,298,192.00	(9,960,499.00)	3,337,693.00	.00	.00	565,739.08	2,771,953.92	17	3,907,170.82
Capital Outlay	1,095,637.00	9,967,180.00	11,062,817.00	43,664.68	3,396,776.18	6,858,396.39	807,644.43	93	4,680,535.28
Capital Assets	15,878.00	(6,681.00)	9,197.00	.00	.00	9,196.24	.76	100	.00
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	1,892,536.83
EXPENSE TOTALS	$14,409,707.00	$0.00	$14,409,707.00	$43,664.68	$3,396,776.18	$7,433,331.71	$3,579,599.11	75%	$10,480,242.93
Fund **154 - Park Bond 2021 Fund** Totals	$14,409,707.00	$0.00	$14,409,707.00	$43,664.68	$3,396,776.18	$7,433,331.71	$3,579,599.11		$10,480,242.93
Fund **155 - TX Water Development Board Fund**									
EXPENSE									
Operating	45,000.00	8,806.00	53,806.00	.00	.00	53,805.63	.37	100	71,942.15
EXPENSE TOTALS	$45,000.00	$8,806.00	$53,806.00	$0.00	$0.00	$53,805.63	$0.37	100%	$71,942.15
Fund **155 - TX Water Development Board Fund** Totals	$45,000.00	$8,806.00	$53,806.00	$0.00	$0.00	$53,805.63	$0.37		$71,942.15
Fund **156 - Park Bond 2022 Fund**									
EXPENSE									
Operating	29,700,000.00	(11,679,453.00)	18,020,547.00	.00	.00	.00	18,020,547.00	0	.00
Capital Outlay	.00	11,679,453.00	11,679,453.00	1,333,572.30	.00	1,333,572.30	10,345,880.70	11	.00
Debt Service	.00	.00	.00	.00	.00	.00	.00	+++	.00

Hays County Schedule of Expenses

Through 08/31/26
Prior Fiscal Year Activity Included
Summary Listing

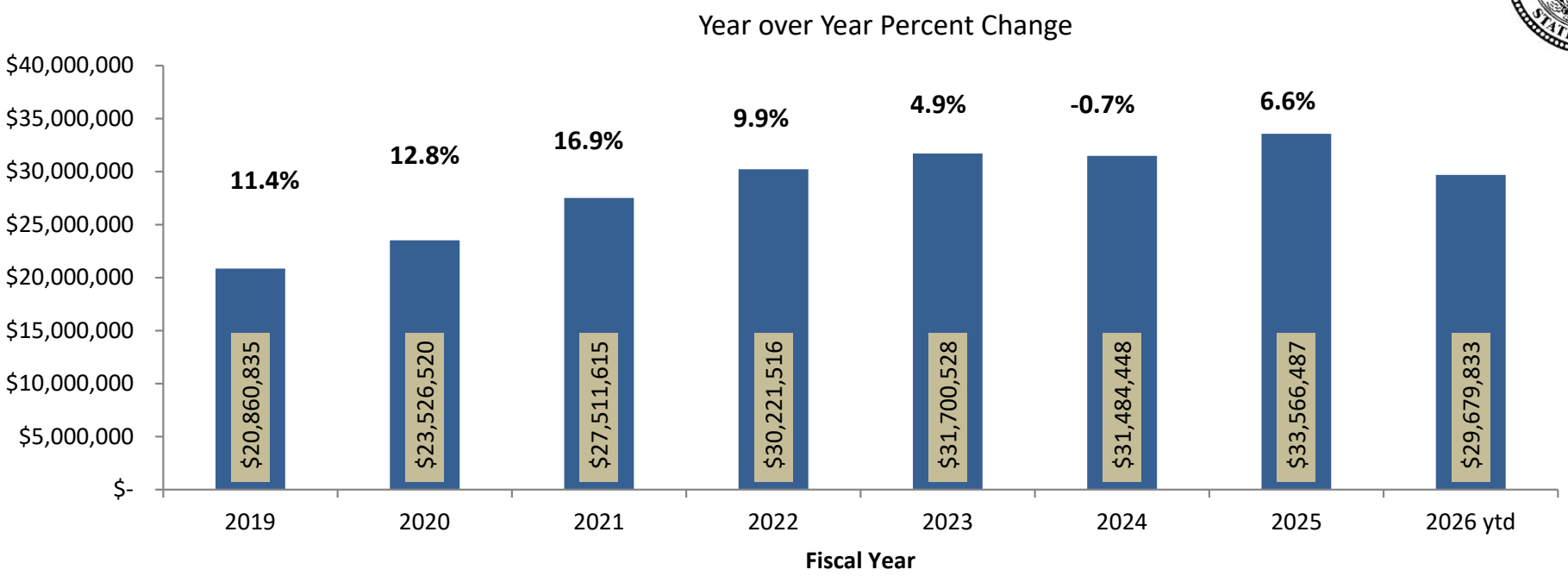
Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE TOTALS	$29,700,000.00	$0.00	$29,700,000.00	$1,333,572.30	$0.00	$1,333,572.30	$28,366,427.70	4%	$0.00
Fund **156 - Park Bond 2022 Fund** Totals	$29,700,000.00	$0.00	$29,700,000.00	$1,333,572.30	$0.00	$1,333,572.30	$28,366,427.70		$0.00
Fund **160 - FM 110 Obligation Fund**									
EXPENSE									
Operating	2,103,188.00	825,000.00	2,928,188.00	.00	.00	2,103,187.10	825,000.90	72	2,103,187.10
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$2,103,188.00	$825,000.00	$2,928,188.00	$0.00	$0.00	$2,103,187.10	$825,000.90	72%	$2,103,187.10
Fund **160 - FM 110 Obligation Fund** Totals	$2,103,188.00	$825,000.00	$2,928,188.00	$0.00	$0.00	$2,103,187.10	$825,000.90		$2,103,187.10
Fund **161 - La Cima PID 2015 Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	1,274,600.00	.00	1,274,600.00	.00	.00	.00	1,274,600.00	0	1,273,350.00
Interfund Transfers	.00	3,572,614.00	3,572,614.00	.00	.00	3,572,613.33	.67	100	.00
EXPENSE TOTALS	$1,274,600.00	$3,572,614.00	$4,847,214.00	$0.00	$0.00	$3,572,613.33	$1,274,600.67	74%	$1,273,350.00
Fund **161 - La Cima PID 2015 Fund** Totals	$1,274,600.00	$3,572,614.00	$4,847,214.00	$0.00	$0.00	$3,572,613.33	$1,274,600.67		$1,273,350.00
Fund **162 - La Cima PID Neigh Impr 2020 Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	498,438.00	.00	498,438.00	.00	.00	160,718.75	337,719.25	32	492,687.50
EXPENSE TOTALS	$498,438.00	$0.00	$498,438.00	$0.00	$0.00	$160,718.75	$337,719.25	32%	$492,687.50
Fund **162 - La Cima PID Neigh Impr 2020 Fund** Totals	$498,438.00	$0.00	$498,438.00	$0.00	$0.00	$160,718.75	$337,719.25		$492,687.50
Fund **163 - La CIMA PID Impr 2022/2025 Fund**									
EXPENSE									
Operating	.00	4,485,635.00	4,485,635.00	.00	.00	4,485,634.26	.74	100	.00
Debt Service	1,396,835.00	391,896.00	1,788,731.00	.00	.00	981,088.65	807,642.35	55	1,396,370.00
EXPENSE TOTALS	$1,396,835.00	$4,877,531.00	$6,274,366.00	$0.00	$0.00	$5,466,722.91	$807,643.09	87%	$1,396,370.00
Fund **163 - La CIMA PID Impr 2022/2025 Fund** Totals	$1,396,835.00	$4,877,531.00	$6,274,366.00	$0.00	$0.00	$5,466,722.91	$807,643.09		$1,396,370.00
Fund **164 - La CIMA PID Refunding 2025 Fund**									
EXPENSE									
Debt Service	.00	15,154,012.00	15,154,012.00	.00	.00	15,154,010.54	1.46	100	.00
EXPENSE TOTALS	$0.00	$15,154,012.00	$15,154,012.00	$0.00	$0.00	$15,154,010.54	$1.46	100%	$0.00
Fund **164 - La CIMA PID Refunding 2025 Fund** Totals	$0.00	$15,154,012.00	$15,154,012.00	$0.00	$0.00	$15,154,010.54	$1.46		$0.00
Fund **170 - Infrastructure Imp Fee Fund**									

Hays County Schedule of Expenses

Through 08/31/26
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
EXPENSE									
Operating	75,000.00	.00	75,000.00	18,389.53	.00	73,558.17	1,441.83	98	70,509.70
Capital Outlay	700,000.00	(20,000.00)	680,000.00	.00	.00	34,956.43	645,043.57	5	54,769.55
Capital Assets	.00	20,000.00	20,000.00	.00	.00	20,000.00	.00	100	48,037.99
Capital Assets - Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Interfund Transfers	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$775,000.00	$0.00	$775,000.00	$18,389.53	$0.00	$128,514.60	$646,485.40	17%	$173,317.24
Fund **170 - Infrastructure Imp Fee Fund** Totals	$775,000.00	$0.00	$775,000.00	$18,389.53	$0.00	$128,514.60	$646,485.40		$173,317.24
Fund **190 - Interest and Sinking Fund**									
EXPENSE									
Operating	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	55,300,195.00	42,465,440.00	97,765,635.00	12,659,157.23	.00	96,409,069.60	1,356,565.40	99	44,410,787.04
EXPENSE TOTALS	$55,300,195.00	$42,465,440.00	$97,765,635.00	$12,659,157.23	$0.00	$96,409,069.60	$1,356,565.40	99%	$44,410,787.04
Fund **190 - Interest and Sinking Fund** Totals	$55,300,195.00	$42,465,440.00	$97,765,635.00	$12,659,157.23	$0.00	$96,409,069.60	$1,356,565.40		$44,410,787.04
Grand Totals	$397,376,230.00	$377,426,535.00	$774,802,765.00	$40,439,600.75	$11,140,939.69	$377,665,482.15	$385,996,343.16		$313,173,213.69

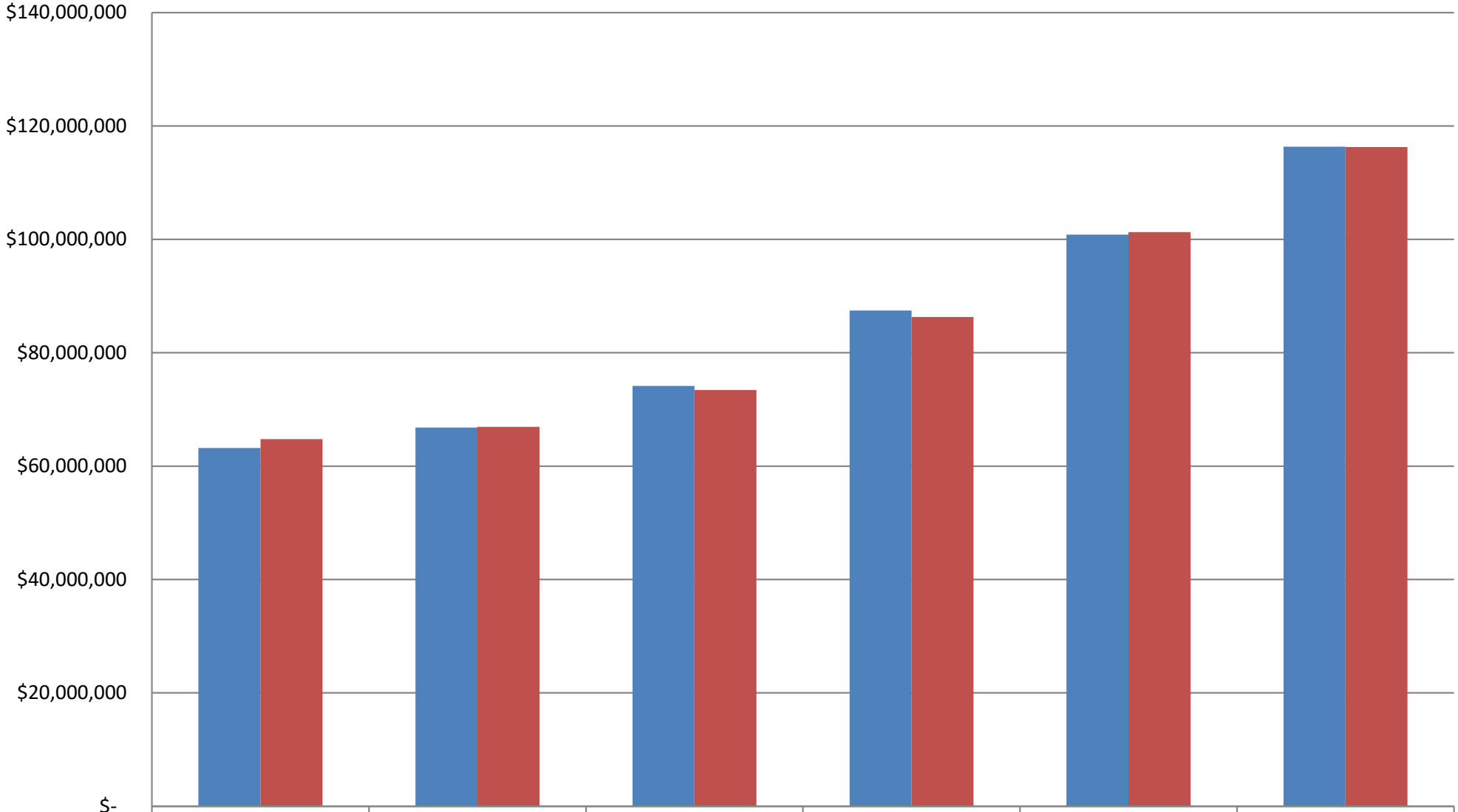
Net Sales and Use Tax Collections



	NET FY2019	NET FY2020	NET FY2021	NET FY2022	NET FY2023	NET FY2024	NET FY2025	NET FY2026 ytd	(Un)favorable Difference from PY	% Increase / Decrease from PY
OCTOBER	$ 1,600,688	$ 1,905,154	$ 2,032,031	$ 2,394,294	$ 2,567,573	$ 2,572,390	$ 2,810,382	$ 2,938,114	$ 127,732	4.5%
NOVEMBER	$ 1,753,681	$ 1,890,059	$ 2,465,228	$ 2,575,166	$ 2,637,372	$ 2,644,440	$ 2,725,040	$ 2,890,029	$ 164,989	6.1%
DECEMBER	$ 2,100,874	$ 2,523,399	$ 2,679,813	$ 2,891,949	$ 3,020,716	$ 2,992,105	$ 3,589,907	$ 3,656,301	$ 66,394	1.8%
JANUARY	$ 1,493,125	$ 1,869,115	$ 1,842,981	$ 2,224,276	$ 2,362,998	$ 2,296,590	$ 2,391,743	$ 2,560,850	$ 169,107	7.1%
FEBRUARY	$ 1,488,519	$ 1,591,721	$ 1,559,482	$ 1,934,704	$ 2,295,395	$ 2,315,036	$ 2,282,418	$ 2,576,355	$ 293,937	12.9%
MARCH	$ 1,716,718	$ 1,827,779	$ 2,554,974	$ 2,707,480	$ 2,758,447	$ 2,689,968	$ 2,845,776	$ 3,158,148	$ 312,372	11.0%
APRIL	$ 1,752,479	$ 1,755,786	$ 2,283,256	$ 2,481,553	$ 2,490,209	$ 2,577,629	$ 2,693,285	$ 2,928,264	$ 234,978	8.7%
MAY	$ 1,682,123	$ 1,933,268	$ 2,281,382	$ 2,495,602	$ 2,766,403	$ 2,645,146	$ 2,644,691	$ 2,838,358	$ 193,667	7.3%
JUNE	$ 1,818,586	$ 2,228,388	$ 2,693,915	$ 2,726,072	$ 2,771,395	$ 2,717,919	$ 2,920,809	$ 3,199,455	$ 278,646	9.5%
JULY	$ 1,699,301	$ 1,957,979	$ 2,368,263	$ 2,478,432	$ 2,695,032	$ 2,815,661	$ 2,811,708	$ 2,933,960	$ 122,252	4.3%
AUGUST	$ 1,807,477	$ 1,935,899	$ 2,360,005	$ 2,729,473	$ 2,780,544	$ 2,518,011	$ 2,922,832			
SEPTEMBER	$ 1,947,263	$ 2,107,974	$ 2,390,285	$ 2,582,515	$ 2,554,444	$ 2,699,552	$ 2,927,895			
FY TOTAL	**$ 20,860,835**	**$ 23,526,520**	**$ 27,511,615**	**$ 30,221,516**	**$ 31,700,528**	**$ 31,484,448**	**$ 33,566,487**	**$ 29,679,833**	**$ 1,964,072**	**7.1%**
% Increase from PY	**11.4%**	**12.8%**	**16.9%**	**9.9%**	**4.9%**	**-0.7%**	**6.6%**			

Note: The schedule follows an accrual basis, with Comptroller payment allocation details delayed two months.

Hays County
General Current Maintenance and Operation Property Taxes by Fiscal Year



	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026 to August 31
Adopted Budget	$63,214,391	$66,809,693	$74,139,251	$87,443,163	$100,829,763	$116,360,952
Actual Collections	$64,772,403	$66,930,532	$73,431,712	$86,303,417	$101,276,417	$116,299,405

Hays County

STATEMENT OF INDEBTEDNESS

FYE September 2026

Debt Issue	Purpose	Issue Date	Maturity Date	Original Amount	Average Interest Rate	Principal Outstanding 10/1/2025	Issuance	Defeasance	Principal Payments	Principal Outstanding 8/31/2026	FY26 Principal Payment	FY26 Interest Payment	FY26 Total Payments
Limited Tax Refunding Bonds Series 2014	Refunded Portions of Series 2005 & 2009	9/15/2014	2/15/2026	9,105,000	2.63%	3,410,000	-	-	3,410,000	-	3,410,000	59,675	3,469,675
Limited Tax Refunding Bonds Series 2015	Refunded Portions of Series 2008,2009,2009,2010	3/15/2015	2/15/2029	42,595,000	2.86%	19,485,000	-	4,220,000	3,820,000	11,445,000	3,820,000	490,981	4,310,981
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015	Road Improvements Texas Highway System Voter Approved - 11/4/2008	4/1/2015	2/15/2030	27,410,000	3.26%	8,195,000	-	1,745,000	1,520,000	4,930,000	1,520,000	227,975	1,747,975
Limited Tax Refunding Bonds Series 2016	Refunded Portions of Series 2007,2008,2009(3),2010	2/23/2016	2/15/2035	63,030,000	3.87%	40,135,000	-	26,190,000	2,005,000	11,940,000	2,005,000	1,410,825	3,415,825
Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016	Road Improvements Texas Highway System Voter Approved - 11/4/2008	9/15/2016	2/15/2036	35,065,000	3.40%	23,370,000	-	9,980,000	1,740,000	11,650,000	1,740,000	755,513	2,495,513
Limited Tax Refunding Bonds Series 2017	Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011	8/16/2017	2/15/2036	64,465,000	4.75%	44,890,000	-	-	4,615,000	40,275,000	4,615,000	2,031,688	6,646,688
Limited Tax Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	96,190,000	4.20%	86,000,000	-	-	3,460,000	82,540,000	3,460,000	3,586,000	7,046,000
Unlimited Tax Road Bonds Series 2017	Public Safety Buildings Voter Approved - 11/8/2016	8/16/2017	2/15/2042	21,545,000	4.87%	18,030,000	-	-	695,000	17,335,000	695,000	861,719	1,556,719
Unlimited Tax Road Bonds Series 2019	Road Improvements Voter Approved - 11/8/2016	8/14/2019	2/15/2044	97,035,000	3.81%	92,940,000	-	-	3,150,000	89,790,000	3,150,000	3,581,500	6,731,500
Limited Tax Refunding Bonds Series 2021	Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012	9/21/2020	2/15/2038	52,090,000	1.87%	45,050,000	-	-	2,695,000	42,355,000	2,695,000	796,809	3,491,809
Limited Tax Bonds Series 2021	Park Improvements Voter Approved - 11/3/2020	9/21/2020	2/15/2046	43,825,000	3.36%	41,315,000	-	-	985,000	40,330,000	985,000	1,464,975	2,449,975
Limited Tax Bonds Series 2022	Park Improvements Voter Approved - 11/3/2020	12/7/2022	2/15/2042	24,060,000	4.45%	22,440,000	-	-	870,000	21,570,000	870,000	1,011,494	1,881,494
Combination Tax and Revenue Certificates of Obligation Series 2025	Road Improvements	10/21/2025	2/15/2050	186,820,000	4.34%	-	186,820,000	-	870,000	185,950,000	870,000	7,586,317	8,456,317
Limited Tax Refunding Bonds Series 2026	Refunded Portions of Series - PTF 2015, LTR 2015, PTF 2016, LTR 2016	2/17/2026	2/15/2035	38,300,000	4.43%	-	38,300,000	-	-	38,300,000	-	946,861	946,861
COUNTY AGGREGATE I&S DEBT:						**445,260,000**	**225,120,000**	**42,135,000**	**29,835,000**	**598,410,000**	**29,835,000**	**24,812,332**	**54,647,332**
Qualified Energy Conservation Bonds, 2017 QECB Bonds	Energy Efficiency Program	3/2/2017	12/15/2031	1,499,083	1.35%	1,070,225	-	-	146,821	923,404	146,821	14,416	161,237
Public Property Finance Act 2017 Contract	Energy Efficiency Program	3/2/2017	12/15/2032	3,863,000	2.57%	1,958,768	-	-	223,660	1,735,108	223,660	50,340	274,000
Combination Tax and Revenue Certificates of Obligation Series 2026	County Administration Building, Animal Shelter Facility, Govt Ctr, Precinct Facilities	2/17/2026	2/15/2051	94,615,000	4.24%	-	94,615,000	-	-	94,615,000	-	2,264,741	2,264,741
COUNTY GENERAL FUND DEBT:						**3,028,993**	**94,615,000**	**-**	**370,481**	**97,273,512**	**370,481**	**2,329,497**	**2,699,978**
Special Assessment Revenue Bonds Series 2015	La Cima Public Improvement District Major Public Improvement Project	8/5/2015	9/15/2045	19,200,000	6.94%	13,665,000	-	13,665,000	-	-	-	-	-
Special Assessment Revenue Bonds Series 2020	La Cima Public Improvement District Neighborhood Improvements 1-2	11/12/2020	9/15/2050	9,345,000	3.89%	8,220,000	-	-	-	8,220,000	180,000	315,438	495,438
Special Assessment Revenue Bonds Series 2022	La Cima Public Improvement District Neighborhood Improvement Area #3	12/22/2022	9/15/2052	20,800,000	5.65%	19,323,000	-	-	-	19,323,000	321,000	1,072,335	1,393,335
Special Assessment Revenue Bonds Series 2025	La Cima Public Improvement District Neighborhood Improvement Area #3	12/18/2025	9/15/2052	4,495,000	5.20%	-	4,495,000	-	-	4,495,000	171,000	165,202	336,202
Special Assessment Revenue Refunding Bonds Series 2025	La Cima Public Improvement District Refunded Series 2015 Spec Assessmnt	12/18/2025	9/15/2045	12,251,000	5.40%	-	12,251,000	-	-	12,251,000	835,000	469,595	1,304,595
LA CIMA PID AGGREGATE DEBT:						**41,208,000**	**16,746,000**	**13,665,000**	**-**	**44,289,000**	**1,507,000**	**2,022,570**	**3,529,570**
TOTAL DEBT SERVICE:						**489,496,993**	**336,481,000**	**55,800,000**	**30,205,481**	**739,972,512**	**31,712,481**	**29,164,399**	**60,876,880**

Debt serviced from property taxes for FY 2026 is as follows:	I&S Fund	General Fund	La CIMA Fund	Totals
*Total debt payments	54,647,332	2,699,978	3,529,570	60,876,880
1. Debt serviced from Pass Thru Road Revenue	(6,658,500)	-	-	(6,658,500)
2. Debt paid from La Cima PID Special Assessments/La Cima Refunding Bonds	-	-	(3,529,570)	(3,529,570)
3. Debt paid from Unencumbered Fund Balance	(5,340,000)	-	-	(5,340,000)
Debt Payments Less Special Revenue Sources	42,648,832	2,699,978	-	45,348,810

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Accept donations totaling $20,875.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE/WOODLAND**

Summary:

The Hays County Child Protective Board has received $20,875 in grants and contributions utilizing the county federal tax identification number as authorized.

> $20,000 - Brenda and Kaare Remme
> $875 - City of Buda, 2026 Grant, disbursement #2

HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses:
>Basic Clothing
>Participation in extracurricular school activities and scholastic achievements
>Equipment and services to encourage and assist academic success and improve graduation rates
>Recognition of significant milestones
>Provide for physical and mental health services not covered by government programs
>Provide support for CPS caseworkers' participation in professional training
>Increase public awareness of child abuse

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-895-98-354.4610/5600

Budget Office:

Source of Funds: Donated Funds
Budget Amendment Required Y/N?: Yes
Comments:
($20,875) - Increase Contributions 001-895-98-354.4610
$20,875 - Increase Project Contributions Expense 001-895-98-354.5600

Purchasing Office:

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

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $20,875 in Contributions
Comments:

Attachments

HCCPB Donation Documentation

Hays County Child Protective Board

401 (C) Broadway
San Marcos, Texas 78666

Memorandum
Sept 7, 2026

Treasurer deposit to:
001-895-98-354.4610
will place on the 9/29/26 CC agenda
to accept donation and pass thru.

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

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

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

Subject: Acceptance of Grant Disbursement and Donation

As a result of a grant from the City of Buda and a donation from Brenda and Kaare Remme, the Hays County Child Protective Board has received the following enclosed checks and submits them to the County for pass through.

- $ 20,000 Brenda and Kaare Remme
- $ 875 City of Buda, 2026 Grant, disbursement #2

Please let me know if you have any questions.

Your assistance is always very much appreciated.

Thanks!
Mary

RECEIVED
MAR 3 4 2026
Sept. 10
BY: Cassy Belcher

Taken to Treasurers office. 9/10/26

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Scot Woodland, Budget Officer

Sponsor: Judge Becerra

Agenda Item:

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

Summary:

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

Fiscal Impact:

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

Budget Office:

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

Purchasing Office:

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

Auditor's Office

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

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Aaron Jones, Director of Transportation

Sponsor: Commissioner Hammer

Co-Sponsor: Commissioner Cohen

Agenda Item

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

Summary

- TRN-2025-9163-UTL (Pct.3) /
- TRN-2026-11241-UTL (Pct.2) /
- TRN-2026-11249-UTL (Pct.4)

Please attachments for details.

Attachments

Permit
Site Plan
Permit
Site Plan
Permit
Site Plan

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after .

Utility Company Information:

Name: Spectrum
Address: 810 Howard Ln Austin TX
Phone: 5123183220
Contact Name: David Hall

Engineer / Contractor Information:

Name: Serna Communications, LLC
Address: 5500 Navarro Creek Del Valle TX 78617
Phone: 5129148199
Contact Name: Francisco Serna

Hays County Information:

Utility Permit Number: TRN-2025-9163-UTL
Type of Utility Service: fiber optic cable in 1-3" HDPE conduit
Project Description:
Road Name(s): Windmill Run
Subdivision: River Mountain Ranch
Commissioner Precinct: 3

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

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

Signature Title Date

SHEET INDEX:

1. COVER
2. GENERAL NOTES
3. UTILITY PLAN & PROFILE STA 1+00 – END
4. TYPICAL DETAILS
5. TRENCH DETAILS
6. PROPOSED SPECTRUM ELECTRICAL CABINET DETAILS
7. TRAFFIC CONTROL DETAILS

SPECTRUM
2637792
MFI FTTH MARAGRET ODDO – OLT
BURIED IMPROVEMENTS

10 LF OF OPEN TRENCH



LOCATION MAP N.T.S.

PROJECT INFORMATION:

STREET ADDRESS:
1901 WINDMILL RUN
WIMBERLEY, TX 78676

OWNER:
DAVID HALL
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
DAVID.HALL2@CHARTER.COM
512-318-3220

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 200
ROUND ROCK, TX 78681
UTILITIES@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA ENGINEERING, INC
FRN - F-1386

2700 LA FRONTERA BLVD, STE 200
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
KEVIN ROSE, P.E.
PHONE:
(512) 439-4721

SUBMITTED FOR APPROVAL BY:

Kevin Rose 1/9/2025
ENGINEER OF RECORD

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

PRINTED: 9/10/2015 3:09 PM S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2024\2605-24-C310 MFI FTTH Maragret Oddo (2637792)\CADD\UNDERGROUND DESIGN\MARAGRET ODDO_OLT#1_recover.dwg SAVED: 1/9/2025 11:22 AM SAVED BY: Agrimes USER: Anthony Grimes

GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.

2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.

3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.

4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.

6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.

7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.

8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.

9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.

10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.

11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.

13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.

16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TXDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).

17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.

21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.

22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.

23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.

24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.

25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"

26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.

27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.

28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.

29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.

30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.

32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.

33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.

36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.

37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.

39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-12000R LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.

40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.

41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.

43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

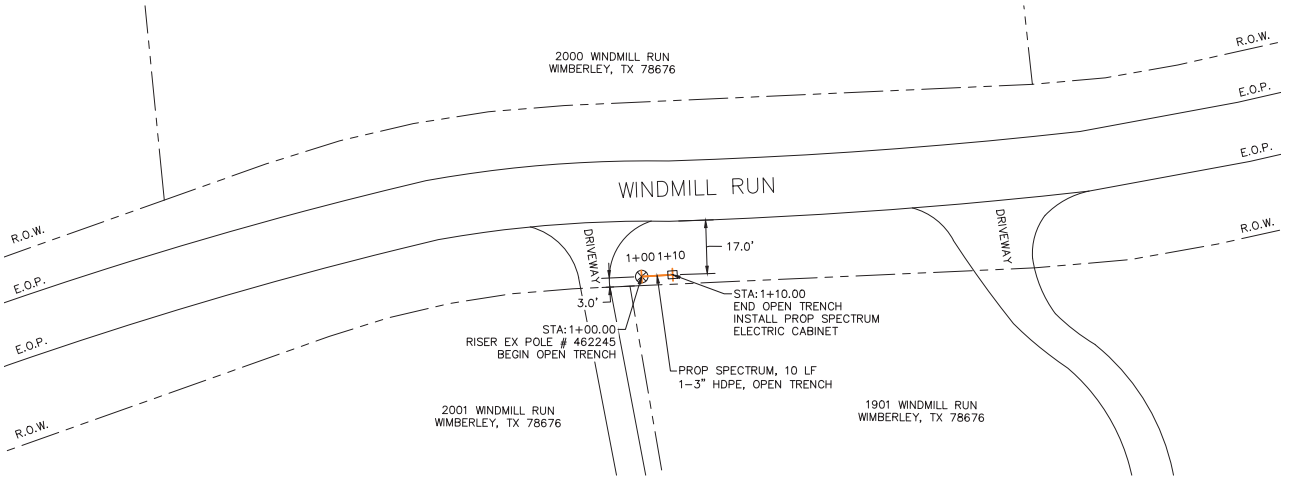
Spectrum

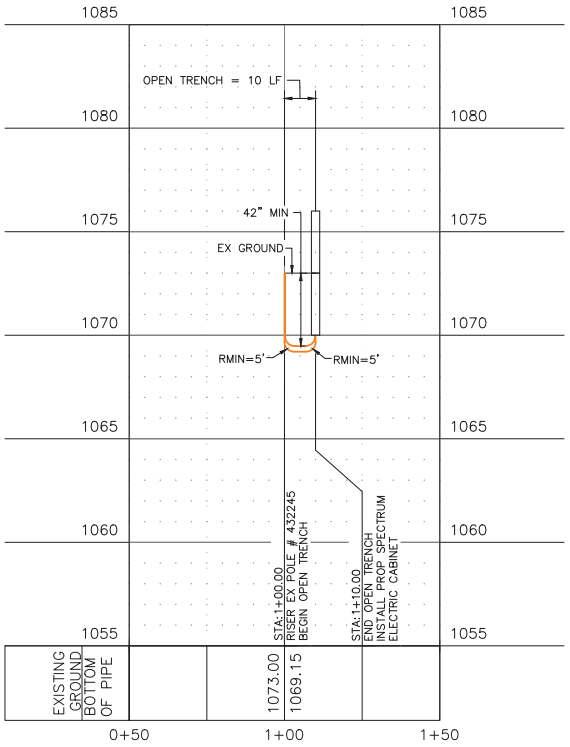
LJA ENGINEERING, INC
FRN - F-1386

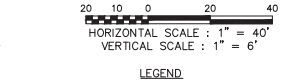
SPECTRUM
2637792
MFI FTTH MARAGRET ODDO-OLT

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY:	AG	SCALE:	
DRAWN BY:	AG	HORIZONTAL:	N/A
CHECKED BY:	SS	VERTICAL:	N/A
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO: 2605-24-C310		PAGE:	2
DATE: 1/9/2025			







LEGEND

- PROP BORE
- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SS — EX STORM SEWER
- UGE — EX ELECTRIC
- GAS — EX GAS
- UGT — EX TELECOM
- EX ROADWAY
- X — EX FENCE
- R.O.W.
- EX UTILITY POLE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL POTHOLE ANY EXISTING UTILITY TO VERIFY DEPTH IS NOT IN CONFLICT WITH PROPOSED ALIGNMENT.
3. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 36" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
4. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
5. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

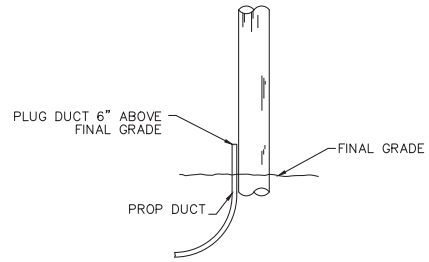
Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
2637792
MFI FTTH MARAGRET ODDO-OLT

BURIED IMPROVEMENTS
UTILITY PLAN & PROFILE STA 1+00 – END

DESIGN BY:	AG	SCALE:	
DRAWN BY:	AG	HORIZONTAL:	1"=40'
CHECKED BY:	SS	VERTICAL:	1"=6'
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO:	2605-24-C310	PAGE:	3
DATE:	1/9/2025		



TYPICAL RISER DETAILS

N.T.S.

RISER GENERAL NOTES

1. RISER TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISER SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
3. NO MORE THAN 3 RISERS PER POLE.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

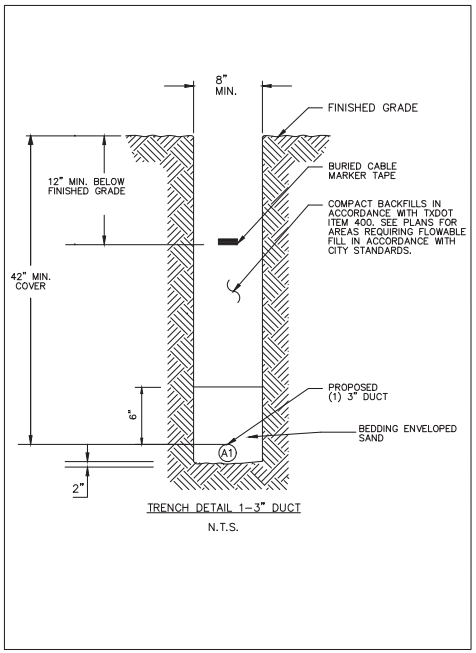
Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
2637792
MFI FTTH MARAGRET ODDO-OLT

BURIED IMPROVEMENTS
TYPICAL DETAILS

DESIGN BY:	AG	SCALE:	
DRAWN BY:	AG	HORIZONTAL:	N/A
CHECKED BY:	SS	VERTICAL:	N/A
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO:	2605-24-C310	PAGE:	4
DATE:	1/9/2025		



TRENCH DETAIL 1-3" DUCT

N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

Spectrum

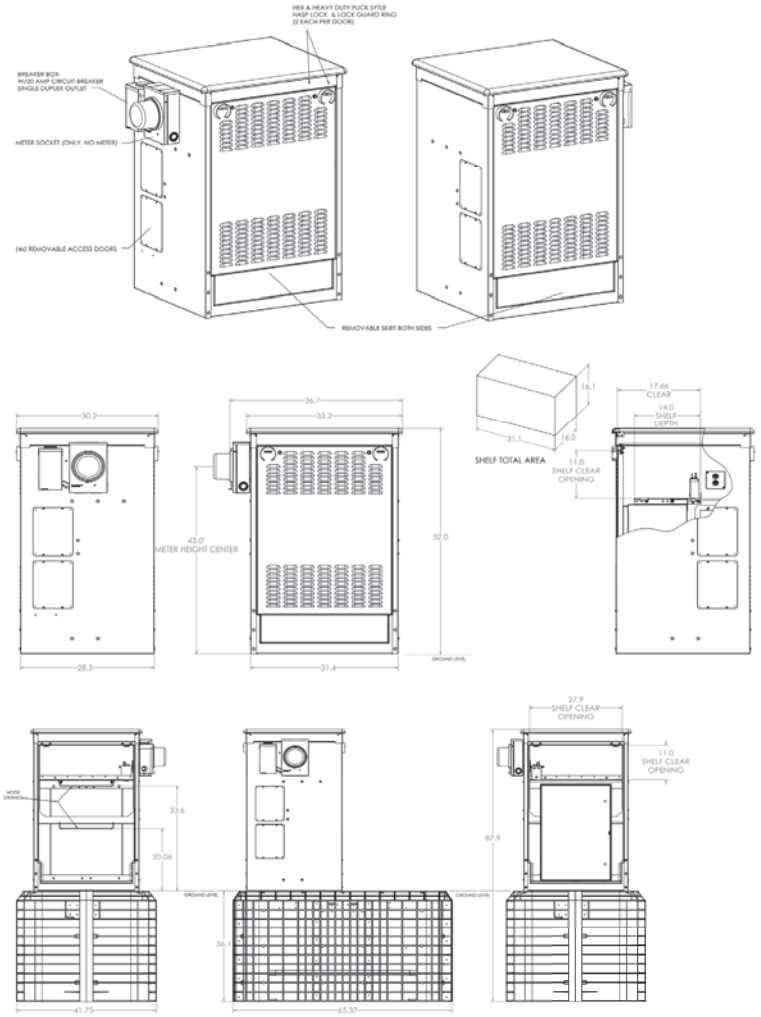
LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
2637792
MFI FTTH MARAGRET ODDO-OLT

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY:	AG	SCALE:	
DRAWN BY:	AG	HORIZONTAL:	N/A
CHECKED BY:	SS	VERTICAL:	N/A
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO:	2605-24-C310	PAGE:	5
DATE:	1/9/2025		

DIAGRAM/DIMENSIONS



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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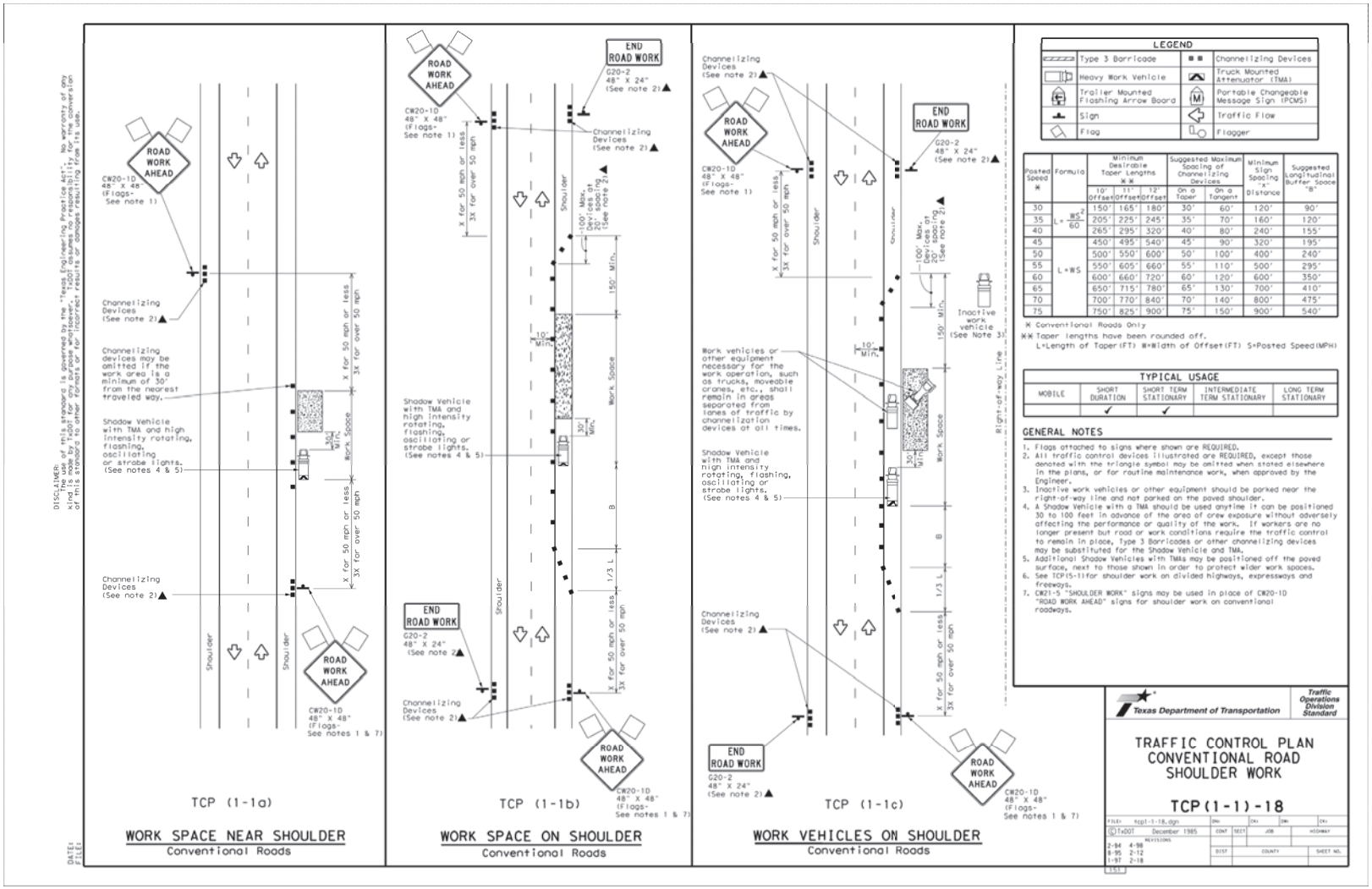
Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
2637792
MFI FTTH MARAGRET ODDO-OLT

BURIED IMPROVEMENTS
OLT DETAILS

DESIGN BY:	AG	SCALE:	
DRAWN BY:	AG	HORIZONTAL:	N/A
CHECKED BY:	SS	VERTICAL:	N/A
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO:	2605-24-C310	PAGE:	6
DATE:	1/9/2025		



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
2637792
MFI FTTH MARAGRET ODDO–OLT

BURIED IMPROVEMENTS
TRAFFIC CONTROL DETAILS

DESIGN BY:	AG	SCALE:	
DRAWN BY:	AG	HORIZONTAL:	N/A
CHECKED BY:	SS	VERTICAL:	N/A
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO:	2605–24–C310	PAGE:	7
DATE:	1/9/2025		

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 1/4/2027 .

Utility Company Information:

Name: TEXAS GAS SERVICE
Address: 9228 Tuscany Way Austin TX
Phone: 5124211531
Contact Name: Texas Gas Service TGS

Engineer / Contractor Information:

Name:
Address: 9228 Tuscany Way Austin TX 78754
Phone:
Contact Name: Texas Gas Service TGS

Hays County Information:

Utility Permit Number: TRN-2026-11241-UTL
Type of Utility Service: NATURAL GAS LINE
Project Description:
Road Name(s):
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ?

☒ Boring ☒ Trenching ☐ Overhead ☐ N/A

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

Signature Title Date

SHEET
G1,0

Texas Gas Service™
A Division of ONE Gas

SATTERWHITE MLE

30°03'40,7"N 97°47'15,9"W
BUDA, HAYS COUNTY, TEXAS

PWO# 2026-1000754635 (CUE# 55479)

GENERAL NOTES	
1.	PROJECT MANAGER TO COORDINATE A PRE-CONSTRUCTION MEETING WITH CONTRACTOR, TGS ENGINEERING DEPARTMENT AND ALL APPROPRIATE ENTITIES PRIOR TO START OF CONSTRUCTION.
2.	PRIOR TO INSTALLATION OF TGS-OWNED PIPING, CLEAR OVER BRUSH, GRADE ALL STREETS, ALLEYS, ROADWAYS, AND EASEMENTS TO SUBGRADE +/-6 INCHES.
3.	CONTRACTOR SHALL CONTACT THE PROJECT DESIGNER PRIOR TO CONSTRUCTION IF ANY CONDITION THAT MAY BE NECESSARY, THEY WILL BE AT NO COST TO THE OWNER. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE ADDITIONAL EQUIPMENT OR EQUIPMENT TO MAINTAIN AMPS WITHIN THE PROJECT TO AVOID ANY SECURITY/SHORT-OUT ISSUES. CONTACT TEXAS GAS SERVICE REPRESENTATIVE TO ADDRESS THE MATTER AT HAND.
4.	ALL DEPTHS, DIMENSIONS, AND STATIONS ARE APPROXIMATE AND BASED ON INFORMATION PROVIDED BY OTHERS. NEITHER TEXAS GAS SERVICE, NOR ANY OF ITS AGENTS OR EMPLOYEES WARRANTS THE ACCURACY OF EXISTING UTILITY INFORMATION AND DATA SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES BEFORE AND DURING CONSTRUCTION. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES.
5.	CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROPER SUPPORTING ALL EXISTING UTILITIES BEFORE AND DURING CONSTRUCTION. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES.
6.	CONTRACTOR SHALL EXPOSE PIPELINE TO THE EXACT LOCATION OF ALL UTILITIES PRIOR TO PROCEEDING WITH ANY WORK. CONTRACTOR SHALL NOTIFY ENGINEERING OF ANY CONFLICTS, CONTACT 48 HOURS PRIOR TO CONSTRUCTION.
7.	EXISTING UTILITIES REQUIRE A MINIMUM VERTICAL SEPARATION OF 6", AND A MINIMUM LATERAL SEPARATION OF 24", MEASURED FROM EDGE TO EDGE OF PIPE/CONDUIT. ANY SEPARATION LESS THAN THESE MUST BE APPROVED BY TEXAS GAS ENGINEERING.
8.	ALL WORK SHALL BE COORDINATED WITH A TEXAS GAS INSPECTOR.
9.	CONTRACTOR IS ADVISED TO REVIEW ENTIRE DOCUMENT PRE-CONSTRUCTION CONDITIONS. POST CONSTRUCTION CONDITIONS MUST MEET OR EXCEED PRE-CONSTRUCTION CONDITIONS.
10.	ALL PROPOSED PIPELINES TO BE INSTALLED IN ACCORDANCE WITH STANDARD TEXAS GAS METHODS AND PRACTICES.
11.	WORK IN ENCROACHMENT AGENCY RIGHT OF WAY. PERMITS.
12.	CONTRACTOR MAY NOT DEVIATE THE CONSTRUCTION METHOD WITHOUT OBTAINING PRIOR APPROVAL FROM TEXAS GAS ENGINEERING OR INSPECTIONS.
13.	INSTALL CAUTION MARKER TAPE 6-7" BELOW SURFACE PARALLEL TO MAIN & SERVICES.
14.	DAMAGE TO PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, AND IRRIGATION LINES SHALL BE REPAIRED IN A TIMELY MANNER AT CONTRACTOR'S EXPENSE. ANY DAMAGE TO LANDSCAPING SHALL BE REPLACED IN SAME TYPE AND SIZE. RESTORATION OF ALL DISTURBED AREAS SHALL MEET OR EXCEED PRE-CONSTRUCTION CONDITIONS.
15.	DAMAGE TO EXISTING UTILITIES WHERE LOCATIONS ARE KNOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT THEIR SOLE EXPENSE. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF THE APPROPRIATE UTILITY PRIOR TO ANY DAMAGE.
16.	ANY EXISTING PAVEMENT, CURBS, SIDEWALKS, OR DRAINAGE STRUCTURES OR PAVEMENT PUBLIC PROPERTY OR ANY PRIVATE DAMAGES, ROADWAY OR THE TGS WILL BE REPAIRED BY THE CONTRACTOR AT THEIR SOLE EXPENSE, BEFORE FINAL APPROVAL OF THE CONSTRUCTION. ALL REPAIRS SHALL CONFORM TO THE APPROPRIATE LOCAL OR PUBLIC AGENCY'S STANDARDS AND SPECIFICATIONS.
17.	ALL EXISTING PAVEMENT NOT SHOWN TO BE REMOVED IS AHEAD OF THE PLANS, UTILITIES, STRUCTURES, TREES, OR VEGETATION OR PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO TEXAS GAS SERVICE.
18.	CONTRACTOR SHALL KEEP JOB SITE CLEAN AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE WORK ZONES INCLUDING, BUT NOT LIMITED TO, TRAFFIC CONTROL, DUST CONTROL, TRASH DISPOSAL, STORM WATER POLLUTION PREVENTION MEASURES, ETC. CONTRACTOR SHALL INSPECT THE PROJECT SITE AS REQUIRED TO MAINTAIN THE WORK ZONE AS DIRECTED BY TEXAS GAS ENGINEERING.
19.	ANY EQUIPMENT AND MATERIAL LEFT OVERNIGHT MUST BE PROPERLY SECURED AND BARRICADED, INCLUDING BUT NOT LIMITED TO DRIVING SAFETY FENCE INSTALLATION.
20.	CONTRACTOR/SUBCONTRACTORS SHALL NOTIFY TEXAS GAS ENGINEERING DEPARTMENT UPON COMPLETION OF THE BACKFILL OF THE MAIN GAS AND STEEL SERVICE LINES.
21.	OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF SHORING & REQUIRED TESTING IN ACCORDANCE WITH AGENCY AND TGS STANDARDS.
22.	GAS MAIN ELEVATION AT BORE (ENTER AND EXIT) TO BE CHECKED AND SHALL BE PHYSICALLY MARKED IN THE FIELD IN CONJUNCTION WITH PAPER SHOWN APPROVED.
23.	ALL BORE SHALL BE REVIEWED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALL.
24.	INSTALL CORPSET TRACER WIRE ADJACENT AND PARALLEL TO PE MAIN & SERVICES. ALL WIRE SETS AND JOINTS SHALL BE IN ACCORDANCE WITH TGS STANDARDS. TRACER WIRE TO BE CONTINUOUS.
25.	INSTALL ALL MARKER ON TRACER WIRE WITH PE RISER IN ACCORDANCE TO TGS STANDARDS. INSTALL "C" MARKER ON TRACER WIRE WITH PE SERVICE LINES CONNECTED TO STEEL MAIN IN ACCORDANCE TO TGS STANDARDS. DO NOT "T" TRACER WIRE TO STEEL MAIN.
26.	WORK ALL BOX, VALVE AND MANHOLES WITH MANUFACTURER'S INSTRUCTIONS. THE PIPE CAN BE ROCKED AT THE TGS SERVICE CENTER. TGS WILL REVIEW THE POST AT THE TIME OF PIPELINE INSTALLATION.
27.	ALL OBSTACLES AND OBSTRUCTIONS ARE APPROXIMATED.
28.	INSTALL ALL PE PIPE WITHIN 3 YEARS OF MANUFACTURED DATE.
29.	EASEMENT REQUIRED FOR ALL MAINLINE PRIVATE PROPERTY AND BRANCH LINES THAT CROSS PROPERTY LINES.
30.	TGS OPERATOR RESPONSIBLE FOR ATTENDANCE ALL BORE/LINE LOCATIONS AND VERIFIED TO MEET TGS STANDARDS PRIOR TO INSTALLATIONS.
31.	PLANS WERE FOLLOW TGS STANDARDS GOODNESS TIME AND PRIOR TO ASSET FOR BORING.
32.	ALL ASSET DRAWINGS TO BE SUBMITTED MUST INCLUDE EXTERIOR NUMBERS, BORING NUMBERS, DRAWINGS WHERE AND REFERENCED FROM PROPERTY LINE, PROPERTY EDGING.

SHEET INDEX	
SHEET #	SHEET TITLE
G1,0	COVER SHEET
G2,0	CONSTRUCTION PLAN
G2,1	PLAN 1
G2,2	PLAN 2
G2,3	PLAN 3 & SCHEDULES
G3,0	PLAN & PROFILE
G3,1	PLAN 1 PROFILE
G3,2	PLAN 2 PROFILE
G3,3	PLAN 3 PROFILE



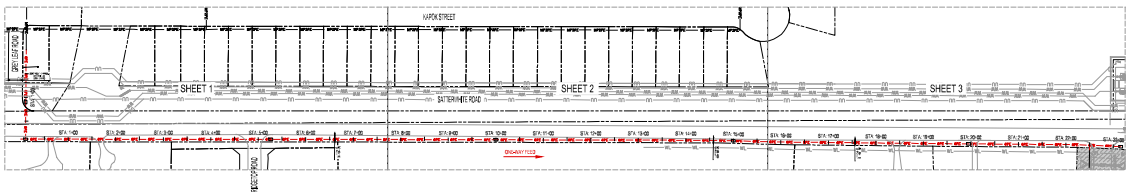
LOCATION MAP
NOT TO SCALE

LEGEND

REVISIONS			
REV #	DATE	DESCRIPTION OF REVISION/COMMENTS	PROJECT TEAM	PM REVIEW
1	MM/DD/YY			

ISSUE FOR CONSTRUCTION

SHEET
G2,0

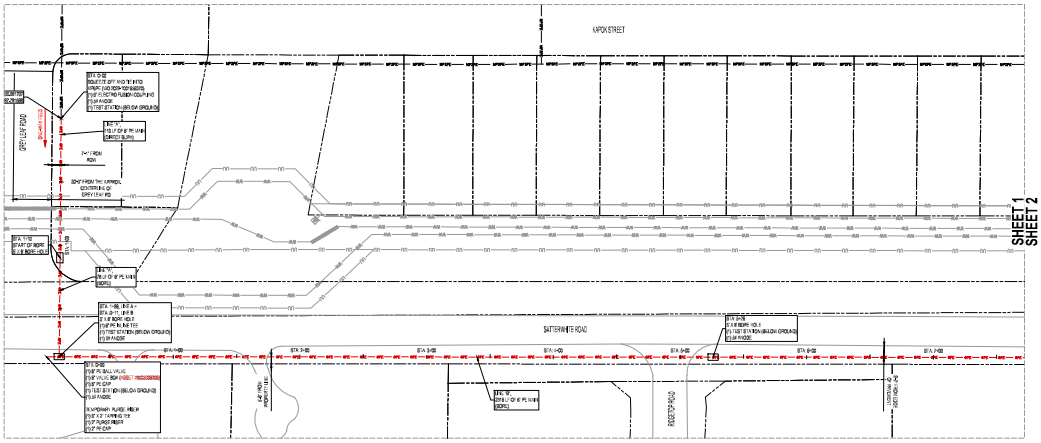


ISSUE FOR CONSTRUCTION

CONSTRUCTION PLAN
SATTERWHITE MLE
BUDA, TEXAS

Texas Gas Service.
A Division of ONE Gas

SHEET
G2.1

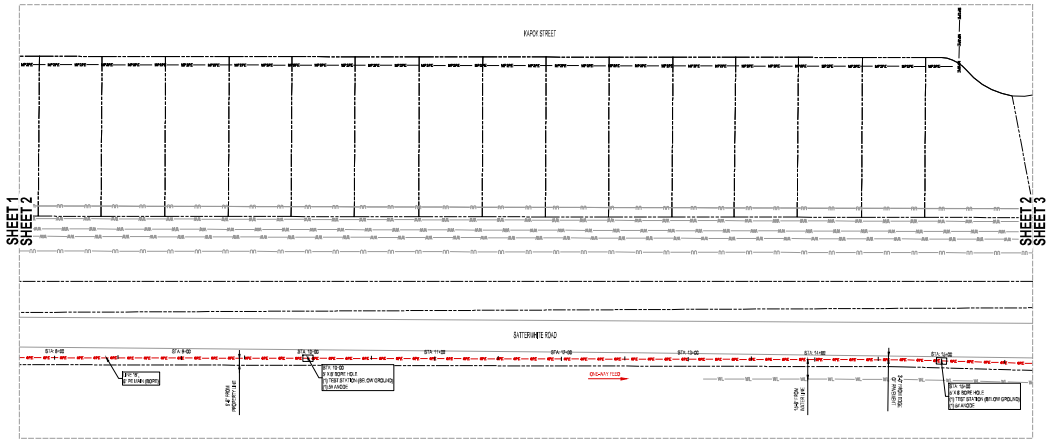


ISSUE FOR CONSTRUCTION

PLAN 1
SATTERWHITE MILE
BUDA, TEXAS

Texas Gas Service.

SHEET
G2.2



ISSUE FOR CONSTRUCTION

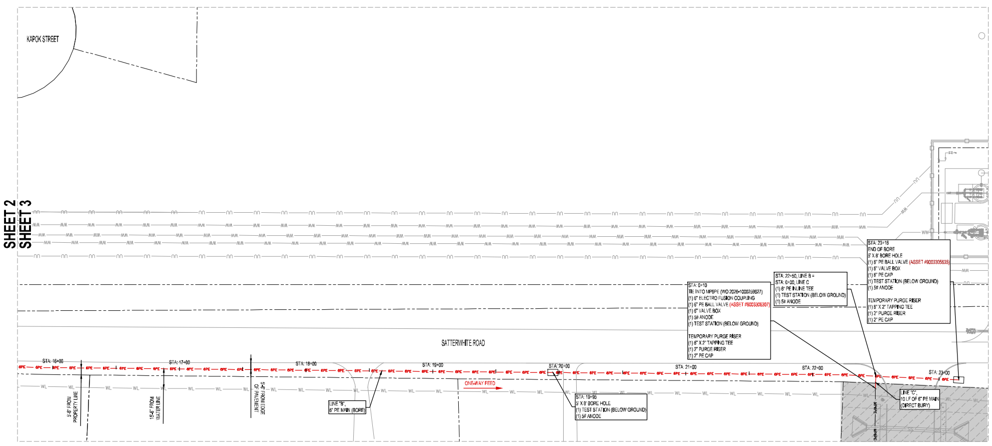
PLAN 2
SATTERWHITE MILE
BUDA, TEXAS

Texas Gas Service.

SHEET
G2.3

MATERIALS			
ITEM #	QTY.	SIZE	DESCRIPTION
340000241	2	6"	ELECTRO FUSION COUPLING
240000020	10	5#	ANODE
240003607	10	-	TEST STATION (BELOW GROUND)
340000710	2	6"	PE INLINE TEE
340000920	3	6"	PE BALL VALVE
070000023	3	6"	VALVE BOX
340000090	2	6"	PE CAP
340000635	3	6" X 2"	TAPPING TEE (TEMPORARY)
110000116	3	2"	PURGE RISER (TEMPORARY)
340000065	3	2"	PE CAP TEMPORARY)
300000156	2514 LF	-	YELLOW CAUTION TAPE
342000060	2524 LF	10 GA	YELLOW TRACER WIRE

MAINS						
SIZE	LENGTH (LF) ROW	LENGTH (LF) PRIVATE	LENGTH (LF) TOTAL	ITEM NO.	MATERIAL	METHOD
6"	6	114	120	330000075	PE	DIRECT BURY
	2394	0	2394			BORE



ISSUE FOR CONSTRUCTION

SHEET SIZE 24 X 36 (IN FEET)

PRESSURE TEST TABLE	
TEST DURATION:	SERVICE: MINIMUM 15 MINUTES; MAIN: MINIMUM 60 MINUTES
TEST PRESSURE:	PE: MIN. 100 PSIG / MAX. - 10 PSIG; STL: REFER TO STD.
SYSTEM MAOP:	60 PSI

APPROXIMATE LOCATION OF EXISTING GAS LINES. NO BLASTING WITHIN 500 FEET OF GAS LINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO GAS LINES. CONTACT TEXAS 811 FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING.

DRAWN BY: J. VILLAMOR | DATE: 08/07/2026
DESIGNED BY: J. GARCIA | REVIEWED BY: L. FISHER

NOTE: THIS DRAWING IS THE PROPERTY OF TEXAS GAS SERVICE AND SHALL NOT BE TRACED, PHOTOGRAPHED, OR REPRODUCED IN ANY MANNER, NOR USED FOR ANY PURPOSE WHATSOEVER EXCEPT BY WRITTEN PERMISSION OF TGS. NOT VALID FOR CONSTRUCTION UNLESS CERTIFIED.

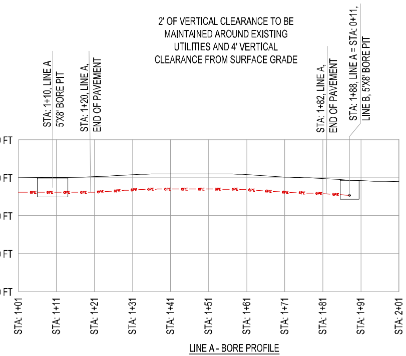
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PLAN 3 & SCHEDULES
SATTERWHITE MLE
BUDA, TEXAS

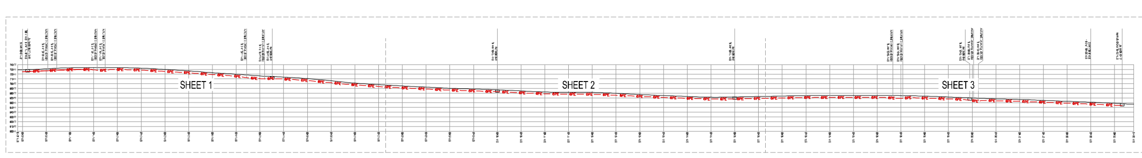
WAMO WO NO.	CUE	PROJECT #	REV.
2026-1000754635	55479	PRJ-071695	REV

SHEET
G3.0

2' OF VERTICAL CLEARANCE TO BE MAINTAINED AROUND EXISTING UTILITIES AND 4' VERTICAL CLEARANCE FROM SURFACE GRADE



LINE A - BORE PROFILE



LINE B - BORE PROFILE

ISSUE FOR CONSTRUCTION

SHEET SIZE 24 X 36 (IN FEET)

PRESSURE TEST TABLE	
TEST DURATION:	SERVICE: MINIMUM 15 MINUTES; MAIN: MINIMUM 60 MINUTES
TEST PRESSURE:	PE: MIN. 100 PSIG / MAX. - 10 PSIG; STL: REFER TO STD.
SYSTEM MAOP:	8 OZ, 25 PSI, OR 60 PSI

APPROXIMATE LOCATION OF EXISTING GAS LINES. NO BLASTING WITHIN 500 FEET OF GAS LINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO GAS LINES. CONTACT TEXAS 811 FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING.

DRAWN BY: J. VILLAMOR | DATE: 08/07/2026
DESIGNED BY: J. GARCIA | REVIEWED BY: L. FISHER

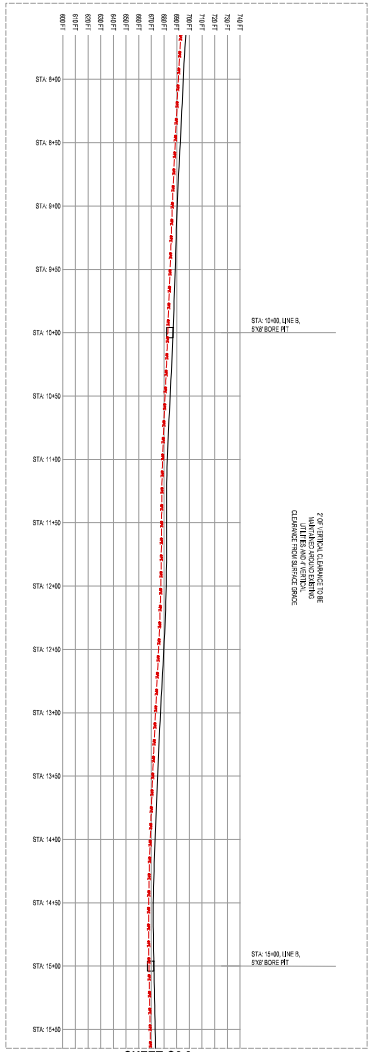
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PLAN & PROFILE
SATTERWHITE MLE
BUDA, TEXAS

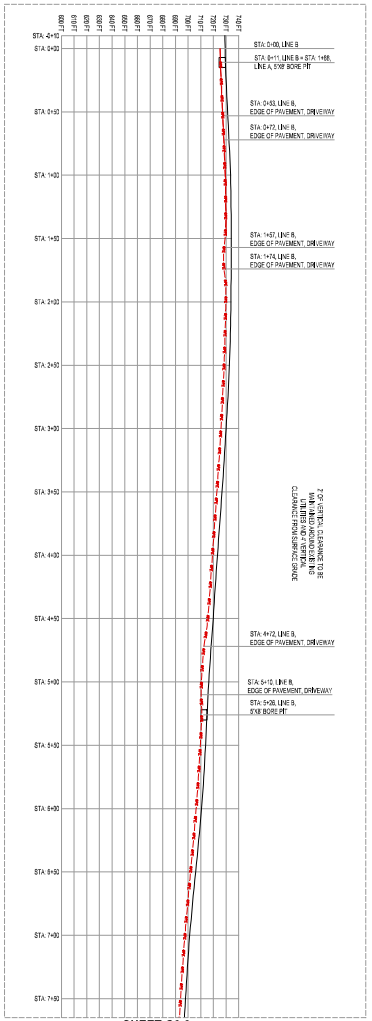
WAMO WO NO.	CUE	PROJECT #	REV.
2026-1000754635	55479	PRJ-071695	-

SHEET G3.1



SHEET G3.1

SHEET G3.3



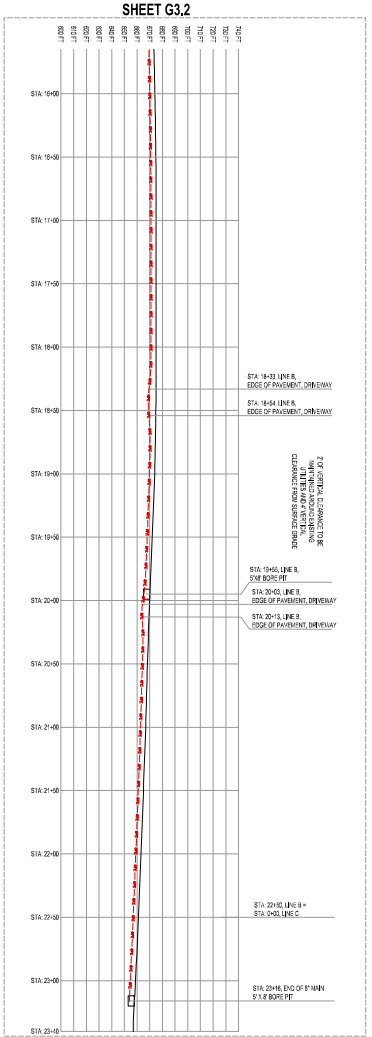
SHEET G3.2

PLAN 2 PROFILE
SATTERWHITE MILE
BUDA, TEXAS

PLAN 1 PROFILE
SATTERWHITE MILE
BUDA, TEXAS

Texas Gas Service.
A Division of ONE Gas

SHEET G3.2



PLAN & PROFILE
SATTERWHITE MILE
BUDA, TEXAS

Texas Gas Service.
A Division of ONE Gas

WORK ORD.	2226-00075409	WO	55479
PROJECT	PRJ-471885	FL	-

DRAWN BY	A. LEACH
DESIGNED BY	J. GARCIA
DATE	08/27/2026
REVISION	1 - 09-04-26

CONSTRUCTION DRAWING

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

General Special Provisions:

1. Construction of this line will begin on or after 9/18/2026 .

Utility Company Information:

Name: Texas Gas Service
Address: 9228 Tuscany Way Austin TX
Phone: 5124211531
Contact Name: Texas Gas Service TGS

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

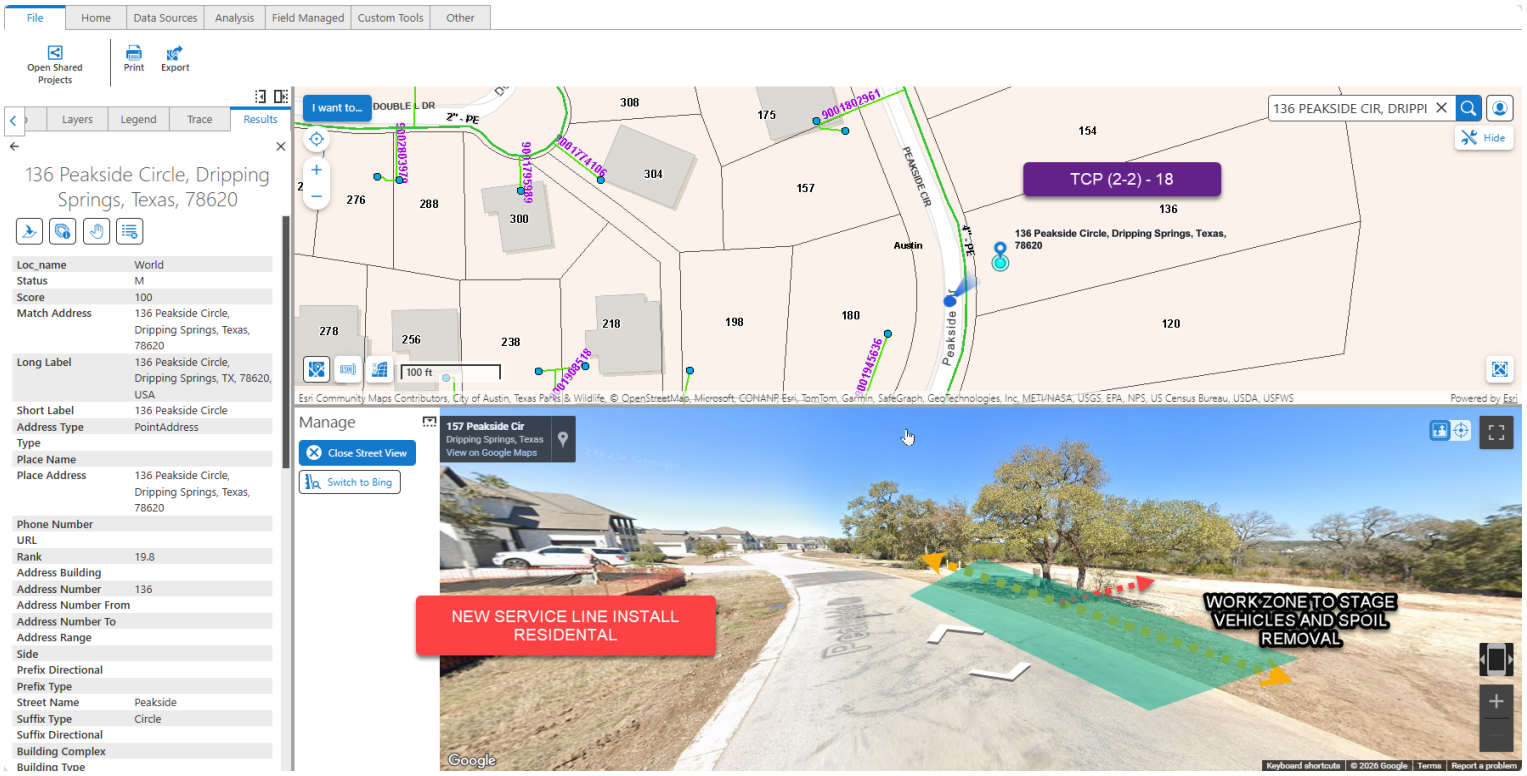
Hays County Information:

Utility Permit Number: TRN-2026-11249-UTL
Type of Utility Service: NATURAL GAS LINE
Project Description:
Road Name(s): 136 PEAKSIDE CIR DRIPPING SPRINGS TX 78620
Subdivision: Caliterra
Commissioner Precinct: 4

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

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

Signature Title Date


File
Home
Data Sources
Analysis
Field Managed
Custom Tools
Other
Open Shared Projects
Print
Export
Layers
Legend
Trace
Results
136 Peakside Circle, Dripping Springs, Texas, 78620
Loc_name World
Status M
Score 100
Match Address 136 Peakside Circle, Dripping Springs, Texas, 78620
Long Label 136 Peakside Circle, Dripping Springs, TX, 78620, USA
Short Label 136 Peakside Circle
Address Type PointAddress
Type
Place Name
Place Address 136 Peakside Circle, Dripping Springs, Texas, 78620
Phone Number
URL
Rank 19.8
Address Building
Address Number 136
Address Number From
Address Number To
Address Range
Side
Prefix Directional
Prefix Type
Street Name Peakside
Suffix Type Circle
Suffix Directional
Building Complex
Building Type
I want to...
DOUBLE L DR
136 PEAKSIDE CIR, DRIPPI
Hide
TCP (2-2) - 18
136 Peakside Circle, Dripping Springs, Texas, 78620
PEAKSIDE CIR
Austin
Peakside Cir
100 ft
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Powered by Esri
Manage
Close Street View
Switch to Bing
157 Peakside Cir
Dripping Springs, Texas
View on Google Maps
NEW SERVICE LINE INSTALL RESIDENTAL
WORK ZONE TO STAGE VEHICLES AND SPOIL REMOVAL
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Keyboard shortcuts
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Report a problem

AGENDA ITEM REQUEST FORM: G. 10.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Elaine H. Cardenas

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes for August 4, 2026, August 11, 2026. **BECERRA/CARDENAS**

Summary

Attachments

8-4-26 Minutes
8-11-26 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES

***** *****

AUGUST 4, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 4th DAY OF AUGUST A.D., 2026, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
MORGAN HAMMER	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
BRIANA RAMIREZ-VARGAS	SENIOR DEPUTY COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

Pastor Jeff Thompson, representative of Corridor Interfaith Alliance for Families and Capital Idea, made a public comment regarding the proposed budget. The following individuals made public comments in support of the Mental Health Court and its continued funding: Kenneth Medina-Cyphers; Alex Joyner, Criminal Defense Attorney; Brea Black, Founder of The Get Support Together Foundation; Guadalupe Conde; Bubba Norton, Founder of A Better Boat Recovery Services; Lyndsay Hilliard, Recovery Coach with A Better Boat Recovery Services; Amanda Erwin, Criminal Defense Attorney and Scheib Board Member; J. Chris Villarreal, Hays County Mental Health Defense Attorney; and Forrest Blackwelder-Baggett, Hays County Mental Health Defense Attorney. Crystal Bertram, Deputy County Clerk, read an emailed public comment from Marlene Jackson urging the court for their continued support of temporary housing for the Assisted Outpatient Treatment (AOT) program.

Presentation from the Budget Officer regarding the Fiscal Year 2027 Budget Process.

Judge Becerra stated that this item is to allow the court to have an open discussion to provide a road map for the public. Scot Woodland, Budget Officer, directed the court to go line by line with the items for discussion related to the budget and addressed cost-saving measures. Commissioner Smith stated his concerns related to the ARPA position, where there was a prior commitment to be held. He spoke about School Resource Officer costs and how school districts are addressing the costs, and stated he would like to move forward with the current projects. Judge Becerra clarified that this item is not to terminate employees but to have flexibility with the FY2027 budget. Commissioner Hammer spoke in full support of not increasing the current tax rate and stated she feels that the current budget is not setting up the county for future success. The court had a lengthy discussion related to the FY2027 budget. Judge Becerra tabled the item to be opened during the budget workshop.

43507 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

43508 Approve the payment of Juror disbursements.

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

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

5 - 0 Passed - Unanimously

43509 Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

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

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

5 - 0 Passed - Unanimously

43510 Approve the payment of the August 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective August 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

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

5 - 0 Passed - Unanimously

43511 Accept the delivery of the County Auditor's Monthly Report for June 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to accept the delivery of the County Auditor's Monthly Report for June 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

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

5 - 0 Passed - Unanimously

43512 Approve Commissioners Court Minutes for June 9, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes for June 9, 2026.

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

5 - 0 Passed - Unanimously

43513 Approve Utility Permit.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve Utility Permit.

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

5 - 0 Passed - Unanimously

43514 Ratify administrative approval of PLN-2944-NP; Friedman Ranch Estates, Final Plat.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to ratify administrative approval of PLN-2944-NP; Friedman Ranch Estates, Final Plat.

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

5 - 0 Passed - Unanimously

43515 Authorize the Sheriff's Office to purchase a portable PA System for fentanyl outreach presentations, valued at $1,039.83, and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to purchase a portable PA System for fentanyl outreach presentations, valued at $1,039.83, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43516 Authorize out-of-state travel for Kelsie Pina, Records Program Administrator, and Jordan Powell, Civil First Assistant, to attend the Freedom of Information Act CEO Summit from August 24th - 25th in Scottsdale, Arizona.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to authorize out-of-state travel for Kelsie Pina, Records Program Administrator, and Jordan Powell, Civil First Assistant, to attend the Freedom of Information Act CEO Summit from August 24th - 25th in Scottsdale, Arizona.

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

5 - 0 Passed - Unanimously

43517 Authorize the Hays County Judge to execute a second amendment to the Master Agreement executed on or about August 18, 2020 and previously amended on April 9, 2024, between Hays County, Texas and Texas State University, for services rendered to the County.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to authorize the Hays County Judge to execute a second amendment to the Master Agreement executed on or about August 18, 2020 and previously amended on April 9, 2024, between Hays County, Texas and Texas State University, for services rendered to the County.

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

5 - 0 Passed - Unanimously

43518 Authorize Facilititites and Resource Management to replace HVAC unit #3 located at the Christus building in the amount of $14,533.82 and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to authorize Facilititites and Resource Management to replace HVAC unit #3 located at the Christus building in the amount of $14,533.82 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43519 Approve the Tax Assessor-Collector to purchase one (1) mixed denomination bill reader from Data Financial, Inc. totaling $1,518.00; whereas they are not the lowest quote and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve the Tax Assessor-Collector to purchase one (1) mixed denomination bill reader from Data Financial, Inc. totaling $1,518.00; whereas they are not the lowest quote and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43520 Approve the payment to BIS Consulting, LLC in the amount of $4,000.00 for the Hays County Tax Assessor-Collector to perform 2026 tax rate calculation, where no purchase order was obtained per the purchasing policy.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve the payment to BIS Consulting, LLC in the amount of $4,000.00 for the Hays County Tax Assessor-Collector to perform 2026 tax rate calculation, where no purchase order was obtained per the purchasing policy.

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

5 - 0 Passed - Unanimously

43521 Authorize the Constable Precinct 3 office to purchase a new Bullet Proof Vest and accessories from GT Distributors in the amount of $934.75.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to authorize the Constable Precinct 3 office to purchase a new Bullet Proof Vest and accessories from GT Distributors in the amount of $934.75.

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

5 - 0 Passed - Unanimously

43522 Hold a public hearing to establish a "No Parking" zone along Mesa Verde Drive within Belterra Subdivision.

Judge Becerra opened the public hearing at 9:38 a.m. No comments were made. Judge Becerra closed the public hearing at 9:38 a.m. Commissioner Smith stated this is in response to a request from the Belterra Subdivision and the Water Control Improvement District. Aaron Jones, Director of Transportation, stated there will be a park built on the roadway and requested that a "No Parking" zone be placed in the area of the park.

A motion was made by Commissioner Smith, seconded by Judge Becerra to establish a "No Parking" zone along Mesa Verde Drive within Belterra Subdivision.

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

5 - 0 Passed - Unanimously

43523 Discussion and possible action to release the performance bond #1001130663 in the amount of $1,045,394.00 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club, Phase II (to be privately maintained).

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to release the performance bond #1001130663 in the amount of $1,045,394.00 and accept road construction & surface drainage improvements for Driftwood Golf & Ranch Club, Phase II (to be privately maintained).

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

5 - 0 Passed - Unanimously

43524 Discussion and possible action to authorize the execution of Standard Utility Agreement Supplemental No. 1 between Hays County and Bluebonnet Electric Cooperative, Inc. for the Old Bastrop Highway Project in Precinct 1 and amend the budget accordingly.

Commissioner Ingalsbe stated this is an increase in the cost of labor and materials.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Standard Utility Agreement Supplemental No. 1 between Hays County and Bluebonnet Electric Cooperative, Inc. for the Old Bastrop Highway Project in Precinct 1 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43525 Discussion and possible action to authorize the execution of a Contract for Engineering Services (PSA-2026-84) between Hays County and Surveying and Mapping (SAM), LLC to provide Utility Coordination services for the High Road Project in Precinct 1 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Contract for Engineering Services (PSA-2026-84) between Hays County and Surveying and Mapping (SAM), LLC to provide Utility Coordination services for the High Road Project in Precinct 1 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43526 Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-69) between Hays County and Doucet & Associates, Inc. to provide engineering services for the Darden Hill West Extension project in Precinct 4 and amend the budget accordingly.

Crystal Bertram, Deputy County Clerk, read emailed public comments from the following individuals against the engineering services contract for the Darden Hill West Extension project: Matt Walters, Lynn Reardon, Isabella Waltz, Tom Reardon, Nike Mathys, Penny Reeves, Bob Bridge, Lynn Bridge, Jan Wesson, Emily Cicchini. Commissioner Smith provided background on the proposed project and addressed business concerns from the public. Judge Becerra spoke about concerns that had been presented to him, and clarified the process of the project. Commissioner Ingalsbe asked if the surrounding schools are in support of this extension project. Smith clarified for the public that the schools are in support due to the safety improvements it would bring to the area. The court continued with a lengthy discussion related to the extension project.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of a Contract for Engineering Services (2026-PSA-69) between Hays County and Doucet & Associates, Inc. to provide engineering services for the Darden Hill West Extension project in Precinct 4 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43527 Discussion and possible action to approve the Early Voting/Election Day Schedule and Locations for the November 3, 2026, General Election and the payment of facility fees in the amount of $3,950.00, and authorize a waiver to the purchasing policy of obtaining three quotes for the Sunfield location.

Benjamin Kleiber, Elections Administrative Specialist with the Elections Office, stated that the list includes previous locations as well as locations discussed during the Election Board meeting. He noted that a new location will be available to serve the Uhland area. The Court expressed its appreciation for the extended hours and discussed concerns regarding parking.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve the Early Voting/Election Day Schedule and Locations for the November 3, 2026, General Election and the payment of facility fees in the amount of $3,950.00, and authorize a waiver to the purchasing policy of obtaining three quotes for the Sunfield location.

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

5 - 0 Passed - Unanimously

43528 Discussion and possible action to appoint Presiding Judges, Early Voting Ballot Board, and Central Counting Station recommendations for the November 3, 2026, General Election.

Benjamin Kleiber, Elections Administrative Specialist with the Elections Office, stated that the list includes previous locations as well as locations discussed during the Election Board meeting. He noted that a new location will be available to serve the Uhland area. The Court expressed its appreciation for the extended hours and discussed concerns regarding parking.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to appoint Presiding Judges, Early Voting Ballot Board, and Central Counting Station recommendations for the November 3, 2026, General Election.

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

5 - 0 Passed - Unanimously

Discussion and possible action to provide direction to the Hays County Budget Officer to prioritize efforts related to the Fiscal Year 2027 budget including, but not limited to: a freeze on new Full Time Employees (FTE's); Haskell inmate outsourcing relocation and inmate reduction to fewer than 50; the allocation of School Resource Officer costs; American Rescue Plan Act (ARPA) position reallocation to unfilled positions; A pause on studies, master planning and outsourced updating of projects; the utilization of the Juvenile facility to house out of County Juvenile inmates; and postponing data conversions and software updates if not required in FY 2027.

Judge Becerra stated that this item is to allow the court to have an open discussion to provide a road map for the public. Scot Woodland, Budget Officer, directed the court to go line by line with the items for discussion related to the budget and addressed cost-saving measures. Commissioner Smith stated his concerns related to the ARPA position, where there was a prior commitment to be held. He spoke about School Resource Officer costs and how school districts are addressing the costs, and stated he would like to move forward with the current projects. Judge Becerra clarified that this item is not to terminate employees but to have flexibility with the FY2027 budget. Commissioner Hammer spoke in full support of not increasing the current tax rate and stated she feels that the current budget is not setting up the county for future success. The court had a lengthy discussion related to the FY2027 budget. Judge Becerra tabled the item to be opened during the budget workshop.

Clerk's Note: Judge Becerra reopened this item during the 1:00 p.m. budget workshop at 2:34 p.m.

Scot Woodland, Budget Officer, asked for court guidance for the FY2027 budget related to salary and new positions. Commissioner Hammer asked Woodland to take into consideration the positions that have been open the longest and stated she is in full support of not raising the current tax rate. Commissioner Smith stated his concerns about departments that have a large number of employees and those that have a very small number of employees. No action taken.

43529 Discussion and possible action to consider an Order of the Commissioners Court of Hays County, Texas accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, including updated Major Improvement Area Assessment Roll, Neighborhood Improvement Area #1 Assessment Roll, Neighborhood Improvement Area #2 Assessment Roll and Neighborhood Improvement Area #3 Assessment Roll for the La Cima Public Improvement District; making and adopting findings; providing a cumulative repeater clause; and providing an effective date.

Commissioner Hammer stated this is an annual update that is required per statute with La Cima. Kyle Chapman, District Administrator for P3 Works, stated this is the required annual service plan update per Chapter 372 of the Local Government Code with new updates to the 2026 district rolls and homeownership and prepayment to the district. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, stated that the updated assessment rolls are to be provided to the Tax Accessor for collecting on the special assessments assigned to the district.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize an Order of the Commissioners Court of Hays County, Texas accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, including updated Major Improvement Area Assessment Roll, Neighborhood Improvement Area #1 Assessment Roll, Neighborhood Improvement Area #2 Assessment Roll and Neighborhood Improvement Area #3 Assessment Roll for the La Cima Public Improvement District; making and adopting findings; providing a cumulative repeater clause; and providing an effective date.

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

5 - 0 Passed - Unanimously

Clerk's Note: Agenda Item #K-5 RE: *Discussion and possible action to authorize the execution of a Memorandum of Understanding (MOU) between Hays County and Emergency Management and Response (EMR) for the temporary use of EMR's resources during emergency incidents or disasters . -* **WAS PULLED.**

Clerk's Note: Agenda Item #K-6 RE: *Discussion and possible action to authorize the execution of a Service Agreement between Facilities and Resource Management and The Bug Master for rodent control services at the Dutton Building in the amount of $600.00, and authorize a waiver of the Purchasing Policy for obtaining three quotes. -* **WAS PULLED.**

43530 Discussion and possible action to authorize the execution of an Agreement for Professional Services between Hays County and Justice Benefits, Inc. related to exploring new or expanded opportunities for state and federal funding opportunities, and authorize a waiver to the purchasing policy for obtaining three quotes.

Matthew Gonzales, Hays County Health Department Director, stated that this contract with Justice Benefits, Inc. (JBI) would assist the County with identifying sources of federal or state funding for the Health Department. Because the Health Department does not currently charge patients for services, this contract would allow it to charge a public health funding pool, with JBI incurring a 22% fee. Commissioner Ingalsbe asked if this was a more specialized contract and if there are any other reimbursable fees. Gonzales stated that JBI specializes in Public Health Provider Charity Fund reimbursement, which is more complex than the normal grant writing process handled by the county's Grants Administration Department. Commisisoner Cohen asked for the possible revenue from this contract. Gonzales stated that other Health Department Directors that have used this service have seen $10,000 to $60,000 in revenue. Stephanie Hunt, Purchasing Agent, stated that the county could not find other companies that provide this same service. Gonzales stated that JBI works with several counties as well as Health Districts.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an Agreement for Professional Services between Hays County and Justice Benefits, Inc. related to exploring new or expanded opportunities for state and federal funding opportunities, and authorize a waiver to the purchasing policy for obtaining three quotes.

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

5 - 0 Passed - Unanimously

1:00 P.M. - Budget Workshop regarding the Fiscal Year 2027 budget. Possible action may follow.

Scot Woodland, Budget Officer, provided to the court a PowerPoint presentation on the FY2027 budget. The court had a lengthy discussion related to their concerns about the proposed budget. Crystal Bertram, Deputy County Clerk, read an emailed public comment from Denton Ragland urging the court for increased support for the traffic enforcement budgets of the Sheriff's and Constables' offices. Sandra Bryant, Justice of the Peace Precinct 5; Brett Bailey, Chief Deputy - Sheriff's Office; Kaimi Mattila, Mental Health Court Administrator; Landon Campbell, Criminal District Attorney; Joe Castillo, President of Hays Helping Hands; and Jennifer Putman, Assistant Outpatient Treatment Program Administrator all spoke urging the court for their continued support for funding these offices and organizations. No action taken.

Clerk's Note: Executive Session began at 12:32 p.m. and resumed back into open court at 1:20 p.m.

Clerk's Note: Agenda Item #M-1 RE: *Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property for the Eastside Campus Project. Possible discussion and/or action may follow in open court.* - **WAS PULLED.**

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property for the Eastside Campus Project. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:01 p.m. to 1:09 p.m. were the Commissioners Court; Scot Woodland, Budget Officer; Stephanie Hunt, Purchasing Agent; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutté, County Administrator; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Assistant County Administrator; Tammy Crumley, Director of Facilities and Resource Management; Gregg Cox, First Assistant Criminal District Attorney; Chase Young, Katherine Howard, and Kama Davis, Assistant Criminal District Attorneys - Civil Division; Karl Flocke, Director of Parks and Natural Resources; Janice Jones, Legal Support Services Specialist; Michael Berlad, Interim Director of Development Services; and Simone Corprew, Special Programs Coordinator. At 1:06 p.m. Cox left the courtroom, and at 1:07 p.m. Howard left the courtroom. No action taken.

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the County's legal options and remedies involving the indigent defense services provided by Neighborhood Defender Services. Possible discussion and/or action may follow in open court.

Clerk's Note: Item M-3 was opened for discussion in open court before Executive Session.

Commissioner Smith stated that this item was being opened in open court to allow representatives from Neighborhood Defender Services (NDS) to address the concerns of the department. Meenu Walters, Managing Director for NDS of Texas, provided to the court information related to the strike and the outcome from it. Walters spoke about the department's contributions to the community and stated there has been no impact on clients. Commissioner Ingalsbe stated she was unaware of a union in the department and asked when it was created. Walters stated a large portion of nonprofit legal providers in Texas are legally unionized. Commissioner Hammer stated the NDS department is crucial to the county and asked when a notice was provided to the court related to the strike. Sherri Tibbe, 453rd Judicial District Judge and Administrative Judge for Hays County District Court, stated her concerns about this happing again in the county. Jordan Powell, First Assistant Criminal District Attorney — Civil Division, asked Walters to provide the court with the new agreement termination date. Walters stated this is a three-year contract with a no strike provision.

Those present in Executive Session from 12:34 p.m. to 1:00 p.m. were the Commissioners Court (with Commissioner Hammer entering the courtroom at 12:36 p.m.); Scot Woodland, Budget Officer; Stephanie Hunt, Purchasing Agent; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutté, County Administrator; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Assistant County Administrator; Gregg Cox, First Assistant Criminal District Attorney; Chase Young, Katherine Howard, and Kama Davis, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Service Specialist; and Simone Corprew, Special Programs Coordinator. No action taken.

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

Judge Becerra read the Sheriff's update of the inmate population. The current maximum jail capacity is 464 inmates. Jail Standards recommend holding 10% open, lowering current capacity to 417 inmates. The jail's daily average was 516 for the week of July 26th, 2026. The estimated cost for outsourcing inmates was $77,182. The average number of outsourced males is 108 and females is 0. This week's inmates were housed in the following counties: Haskell. The number of "paper-ready" inmates who are now wardens of the state is 38.

Clerk's Note: Agenda Item #N-2 RE: *Discussion and possible action related to the burn ban.* - **WAS PULLED.**

Clerk's Note: Agenda Item #N-3 RE: *Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* - **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 2:46 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on AUGUST 4, 2026.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

Elaine H Cárdenas

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

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
8/4/2026	43507	Approve payments of County invoices.	Y	Y	Y	Y	Y
8/4/2026	43508	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
8/4/2026	43509	Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
8/4/2026	43510	Approve the payment of the August 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective August 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
8/4/2026	43511	Accept the delivery of the County Auditor's Monthly Report for June 2026 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.	Y	Y	Y	Y	Y
8/4/2026	43512	Approve Commissioners Court Minutes for June 9, 2026.	Y	Y	Y	Y	Y
8/4/2026	43513	Approve Utility Permit.	Y	Y	Y	Y	Y
8/4/2026	43514	Ratify administrative approval of PLN-2944-NP; Friedman Ranch Estates, Final Plat.	Y	Y	Y	Y	Y
8/4/2026	43515	Authorize the Sheriff's Office to purchase a portable PA System for fentanyl outreach presentations, valued at $1,039.83, and amend the budget accordingly.	Y	Y	Y	Y	Y
8/4/2026	43516	Authorize out-of-state travel for Kelsie Pina, Records Program Administrator, and Jordan Powell, Civil First Assistant, to attend the Freedom of Information Act CEO Summit from August 24th - 25th in Scottsdale, Arizona.	Y	Y	Y	Y	Y
8/4/2026	43517	Authorize the Hays County Judge to execute a second amendment to the Master Agreement executed on or about August 18, 2020 and previously amended on April 9, 2024, between Hays County, Texas and Texas State University, for services rendered to the County.	Y	Y	Y	Y	Y
8/4/2026	43518	Authorize Facilitites and Resource Management to replace HVAC unit #3 located at the Christus building in the amount of $14,533.82 and amend the budget accordingly.	Y	Y	Y	Y	Y
8/4/2026	43519	Approve the Tax Assessor-Collector to purchase one (1) mixed denomination bill reader from Data Financial, Inc. totaling $1,518.00; whereas they are not the lowest quote and amend the budget accordingly.	Y	Y	Y	Y	Y
8/4/2026	43520	Approve the payment to BIS Consulting, LLC in the amount of $4,000.00 for the Hays County Tax Assessor-Collector to perform 2026 tax rate calculation, where no purchase order was obtained per the purchasing policy.	Y	Y	Y	Y	Y
8/4/2026	43521	Authorize the Constable Precinct 3 office to purchase a new Bullet Proof Vest and accessories from GT Distributors in the amount of $934.75.	Y	Y	Y	Y	Y
8/4/2026	43522	Establish a "No Parking" zone along Mesa Verde Drive within Belterra Subdivision.	Y	Y	Y	Y	Y
8/4/2026	43523	Release the performance bond #1001130663 in the amount of $1,045,394.00 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club, Phase II (to be privately maintained).	Y	Y	Y	Y	Y
8/4/2026	43524	Authorize the execution of Standard Utility Agreement Supplemental No. 1 between Hays County and Bluebonnet Electric Cooperative, Inc. for the Old Bastrop Highway Project in Precinct 1 and amend the budget accordingly.	Y	Y	Y	Y	Y
8/4/2026	43525	Authorize the execution of a Contract for Engineering Services (PSA-2026-84) between Hays County and Surveying and Mapping (SAM), LLC to provide Utility Coordination services for the High Road Project in Precinct 1 and amend the budget accordingly.	Y	Y	Y	Y	Y
8/4/2026	43526	Authorize the execution of a Contract for Engineering Services (2026-PSA-69) between Hays County and Doucet & Associates, Inc. to provide engineering services for the Darden Hill West Extension project in Precinct 4 and amend the budget accordingly.	Y	Y	Y	Y	Y
8/4/2026	43527	Approve the Early Voting/Election Day Schedule and Locations for the November 3, 2026, General Election and the payment of facility fees in the amount of $3,950.00, and authorize a waiver to the purchasing policy of obtaining three quotes for the Sunfield location.	Y	Y	Y	Y	Y
8/4/2026	43528	Appoint Presiding Judges, Early Voting Ballot Board, and Central Counting Station recommendations for the November 3, 2026, General Election.	Y	Y	Y	Y	Y
8/4/2026	43529	Authorize an Order of the Commissioners Court of Hays County, Texas accepting and approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, including updated Major Improvement Area Assessment Roll, Neighborhood Improvement Area #1 Assessment Roll, Neighborhood Improvement Area #2 Assessment Roll and Neighborhood Improvement Area #3 Assessment Roll for the La Cima Public Improvement District; making and adopting findings; providing a cumulative repeater clause; and providing an effective date.	Y	Y	Y	Y	Y
8/4/2026	43530	Authorize the execution of an Agreement for Professional Services between Hays County and Justice Benefits, Inc. related to exploring new or expanded opportunities for state and federal funding opportunities, and authorize a waiver to the purchasing policy for obtaining three quotes.	Y	Y	Y	Y	Y

HAYS COUNTY COMMISSIONERS COURT MINUTES

***** *****

AUGUST 11, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 11th DAY OF AUGUST A.D., 2026, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
MORGAN HAMMER	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ALEJANDRA RODRIGUEZ	DEPUTY COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

Claire Marx made a public comment against item J.3. Briana Ramirez-Vargas, Senior Deputy Clerk III, read an emailed a public comment from Erika Rosa, Community Liaison with Community Action, regarding the benefits of the AOT (Assisted Outpatient Treatment) Program and its role in providing treatment, housing, and support services to the indigent population. Debra Jackson submitted a written public comment on behalf of Axis of Mental Healthcare, PLLC, expressing strong support for continued funding of housing assistance associated with the Assisted Outpatient Treatment (AOT) Program.

Presentation of Q2 2026 Compliance Training Recognition Awards.

Kayla Doyle, Senior Learning and Development Specialist, presented recognition awards to offices that achieved a 90% or higher completion rate. Doyle noted that Hays County achieved an overall completion rate of 83%.

Presentation recognizing Tom Green Elementary as a Healthy School Recognized Campus for the third year in a row.

Kate Blankenship, representing the Texas A&M AgriLife Extension Office, recognized Tom Green Elementary as a Healthy School for the third consecutive year. Blankenship spoke about the various health and activity initiatives implemented by the school.

43531 Approve payments of County invoices.

Commissioner Cohen recused herself from this item due to family working at Quiddity.

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

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

4 - 0 Passed

43532 Approve the payment of Juror disbursements.

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

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

5 - 0 Passed - Unanimously

43533 Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

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

5 - 0 Passed - Unanimously

43534 Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

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

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

5 - 0 Passed - Unanimously

43535 Approve the June 2026 Treasurer's Reports.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the June 2026 Treasurer's Reports.

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

5 - 0 Passed - Unanimously

43536 Authorize the execution of a resolution approving the appointment of Todd Purcell to the Board of Directors, Position 5, of the Driftwood Economic Development Municipal Management District for a term ending June 1, 2027.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of a resolution approving the appointment of Todd Purcell to the Board of Directors, Position 5, of the Driftwood Economic Development Municipal Management District for a term ending June 1, 2027.

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

5 - 0 Passed - Unanimously

43537 Authorize the execution of an agreement between Hays County and Milliman, Inc. to provide actuarial services for the Retiree Drug Subsidy (RDS) Program for the 2027 plan year in an amount not to exceed $3,200.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the execution of an agreement between Hays County and Milliman, Inc. to provide actuarial services for the Retiree Drug Subsidy (RDS) Program for the 2027 plan year in an amount not to exceed $3,200.00.

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

5 - 0 Passed - Unanimously

43538 Approve out-of-state travel for Lt. Ryan Hayden and Sgt. Steve Lucio to attend the National Tactical Officers' Association Conference on August 30th - September 4th, 2026, in Nashville, Tennessee in an amount not to exceed $3,500.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for Lt. Ryan Hayden and Sgt. Steve Lucio to attend the National Tactical Officers' Association Conference on August 30th - September 4th, 2026, in Nashville, Tennessee in an amount not to exceed $3,500.00.

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

5 - 0 Passed - Unanimously

43539 Approve out-of-state travel for Environmental Health Specialist, Victoria Orcine & Menel Johnson to attend the National Onsite Wastewater Recycling Association (NOWRA) 2026 Fall Conference in Westminster, Colorado on October 25th – October 28th.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for Environmental Health Specialist, Victoria Orcine & Menel Johnson to attend the National Onsite Wastewater Recycling Association (NOWRA) 2026 Fall Conference in Westminster, Colorado on October 25th – October 28th.

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

5 - 0 Passed - Unanimously

43540 Confirm the reappointment of Andrew Clark as representative for the City of Bee Caves on the West Travis County Public Utility Agency (WTCPUA) Board, term ending September 2030.

A motion was made by Judge Becerra, seconded by Commissioner Smith to confirm the reappointment of Andrew Clark as representative for the City of Bee Caves on the West Travis County Public Utility Agency (WTCPUA) Board, term ending September 2030.

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

5 - 0 Passed - Unanimously

43541 Ratify administrative approval of PLN-2905-NP; Sunfield Phase 6 Section 3A Final Plat.

A motion was made by Judge Becerra, seconded by Commissioner Smith to ratify administrative approval of PLN-2905-NP; Sunfield Phase 6 Section 3A Final Plat.

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

5 - 0 Passed - Unanimously

43542 Authorize the acceptance of a budget amendment to the Office of the Governor, Victims Assistance, General Direct Services grant program for the purchase of a laptop in the amount of $1,387.06 and scanner in the amount of $1,230.00 for the Hays County Criminal District Attorney's Office and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the acceptance of a budget amendment to the Office of the Governor, Victims Assistance, General Direct Services grant program for the purchase of a laptop in the amount of $1,387.06 and scanner in the amount of $1,230.00 for the Hays County Criminal District Attorney's Office and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43543 Authorize the Juvenile Center to use existing Texas Juvenile Justice Department grant funds to allow CT Electric to install additional electric outlets in the vocational area in the amount of $2,736.33.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Juvenile Center to use existing Texas Juvenile Justice Department grant funds to allow CT Electric to install additional electric outlets in the vocational area in the amount of $2,736.33.

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

5 - 0 Passed - Unanimously

43544 Authorize Facilities and Resource Management to replace two (2) exterior door panic bars at the Precinct 4 Office in Dripping Springs in the amount of $7,598.21 and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize Facilities and Resource Management to replace two (2) exterior door panic bars at the Precinct 4 Office in Dripping Springs in the amount of $7,598.21 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43545 Authorize Facilities and Resource Management to purchase a new commercial grade carpet shampooer in the amount of $10,841.24 and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize Facilities and Resource Management to purchase a new commercial grade carpet shampooer in the amount of $10,841.24 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43546 Authorize the Constable Precinct 1 Office to purchase two in-car camera systems for the new deputies sworn in during the May Commissioners Court, and amend the budget accordingly, $8,452.43 annually.

Judge Becerra asked for additional background on this item. Michael Varela, Sergeant Constable Precinct 1, stated this is the same body camera that all Sheriff Officers are currently using in their vehicles.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Constable Precinct 1 Office to purchase two in-car camera systems for the new deputies sworn in during the May Commissioners Court, and amend the budget accordingly, $8,452.43 annually.

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

5 - 0 Passed - Unanimously

43547 Authorize the Jail to use existing funds to upgrade Guard1 services with TimeKeeping Systems, Inc., in the amount of $1,435.69.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Jail to use existing funds to upgrade Guard1 services with TimeKeeping Systems, Inc., in the amount of $1,435.69.

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

5 - 0 Passed - Unanimously

43548 Hold a public hearing with possible action to establish a “No Parking” zone along Science Hall Loop.

Judge Becerra opened the public hearing at 10:18 a.m. No comments were made. Judge Becerra closed the public hearing at 10:18 a.m. Commissioner Ingalsbe stated that vehicles have been parking in front of residents' driveways and impeding the flow of traffic. Commissioner Ingalsbe made a motion to approve the establishment of a no-parking zone along Science Hall Loop.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to establish a “No Parking” zone along Science Hall Loop.

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

5 - 0 Passed - Unanimously

43549 Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-79) between Hays County and KCI Technologies, Inc. to provide Utility Coordination services for the William Pettus project in Precinct 1.

Commissioner Ingalsbe stated that this was a negotiated contract that had been approved during a previous Commissioners Court session.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Contract for Engineering Services (2026-PSA-79) between Hays County and KCI Technologies, Inc. to provide Utility Coordination services for the William Pettus project in Precinct 1

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

5 - 0 Passed - Unanimously

43550 Discussion and possible action to authorize the execution of Contract Amendment No. 2 between Hays County and American Structurepoint, Inc. for the Yarrington Extension from RM 150, west of Arroyo Ranch to I-35 project in Precinct 3.

Commissioner Hammer stated this includes the updated rate schedule and a list of subcontractors.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of Contract Amendment No. 2 between Hays County and American Structurepoint, Inc. for the Yarrington Extension from RM 150, west of Arroyo Ranch to I-35 project in Precinct 3.

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

5 - 0 Passed - Unanimously

PLN-3004-PC; Hold a Public Hearing regarding the Replat of Lot 12B, Rolling Oaks Subdivision.

Judge Becerra opened the public hearing at 10:20 a.m. No comments were made. Judge Becerra closed the public hearing at 10:20 a.m. Colby Machacek, Development Services Senior Planner, provided an update, stating that the project is currently under technical review and awaiting resubmission from the developer/property owner.

PLN-2880-PC; Hold a Public Hearing regarding the Cleaves Acres, Lots 3 & 4 Replat.

Judge Becerra opened the public hearing at 10:21 a.m. Charles Robinson, Wimberley resident, stated he is seeking to subdivide his 10-acre parcel into two 2-acre parcels and one 6-acre parcel and discussed the subdivision process and difficulties encountered. Colby Machacek, Development Services Senior Planner, provided an update on the project, reviewed the subdivision process, associated costs, and applicable regulations and statutes. Machacek reviewed the statute regarding minimum lot sizes and onsite sewage facilities. Judge Becerra stated the County should strive to be as user-friendly as possible to its constituents. Judge Becerra closed the public hearing at 10:23 a.m.

PLN-2983-PC; Hold a Public Hearing regarding the Dripping Springs Ranch, Phase 2, Lots 1B-1 - 1B-5, Replat.

Judge Becerra opened the public hearing at 9:21 a.m. Sarah Bonnaure, Dripping Springs resident, expressed concerns regarding the replat of the referenced parcels. Brian Anderson, Dripping Springs resident and President of the Dripping Springs Wildlife Ranch Management Cooperative, spoke in opposition to the replat and discussed inconsistencies with the plat and potential impacts to wildlife in the area. Douglas Devidal, Sandra Wing, TJ Molina, Tom Weber, and Delane Weber submitted written public comments expressing concerns regarding potential impacts near the headwaters of Pier Branch Creek, including increased runoff and degradation of the natural waterway. Judge Becerra closed the public hearing at 9:32 a.m. Commissioner Cohen and Commissioner Smith clarified this project is in a pre-plat process. Smith advised the concerned citizens of their options. No action taken.

43551 Discussion and possible action to order an Election to be held on November 3, 2026, to elect State and County Officers.

Judge Becerra informed the Court that this item was being brought forward as a formality.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to order an Election to be held on November 3, 2026, to elect State and County Officers.

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

5 - 0 Passed - Unanimously

Discussion and possible action regarding the adoption of the fiscal year tax rate, provided that the approved rate shall not exceed the current rate of 0.039999 per $100 of valuation, resulting in no new tax rate increases.

Judge Becerra stated that his intent was to reframe the previous agenda item to provide constituents with a clearer understanding of the Court's roadmap moving forward. Becerra stated this is to establish parameters that the Court could agree upon and follow throughout the budget process. The Court provided their perspectives regarding establishing a tax rate prior to receiving presentations from County departments and completing the budget workshops. Scot Woodland, Budget Officer, explained the process for preparing the budget binders, the information contained within them, and how that information assists the Court in evaluating and establishing the tax rate. Judge Becerra tabled the item to be discussed during the budget workshop. No action taken.

43552 Discussion and possible action to create the Hays County Salary Grievance Committee for the remainder of the fiscal year, pursuant to Chapter 152 of the Local Government Code.

Judge Becerra stated that, should a grievance be filed, he would serve as Chair and hear the grievance. Jordan Powell, First Assistant Criminal District Attorney – Civil Division, explained the grievance process and discussed the options available to the Court in establishing the grievance committee. Following discussion, the Court reached a consensus to proceed with the hybrid option, consisting of a combination of elected officials and Hays County citizens.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to create the Hays County Salary Grievance Committee for the remainder of the fiscal year, pursuant to Chapter 152 of the Local Government Code.

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

5 - 0 Passed - Unanimously

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to proceed with the hybrid option, consisting of elected officials and citizens of Hays County. The remaining committee members will be selected from a list of individuals who served on a Hays County Grand Jury in 2025.

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

5 - 0 Passed - Unanimously

4 3 5 5 3 Discussion and possible action to support Commissioner Morgan Hammer's nomination to the Region 11 Guadalupe Regional Flood Planning Group (RFPG).

The court congratulated Commissioner Hammer on her achievement.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to support Commissioner Morgan Hammer's nomination to the Region 11 Guadalupe Regional Flood Planning Group (RFPG).

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

5 - 0 Passed - Unanimously

Clerk's Note: Agenda Item #K.5 RE: Discussion and possible action to authorize the execution of a Memorandum of Understanding (MOU) between Hays County and Emergency Management and Response (EMR) for the temporary use of EMR's resources during emergency incidents or disasters. **WAS PULLED.**

43554 Discussion and possible action to authorize a contract amendment between Hays County and Triedata for document services associated with the District Clerk's Office.

Amanda Calvert, Hays County District Clerk, requested a minor amendment to the contract to allow a partner company that provides certified copies. Calvert explained that the amendment would also allow customers to receive regular copies electronically while continuing to follow the statutory fee schedule. She stated that the amendment would be at no additional cost to the County and had been reviewed and approved by General Counsel.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize a contract amendment between Hays County and Triedata for document services associated with the District Clerk's Office.

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

5 - 0 Passed - Unanimously

43555 Discussion and possible action authorizing the execution of an Interlocal Cooperation Agreement between Texas State University, Hays County, and the Hays County Sheriff's Office related to supplemental public safety services from the Hays County Sheriff's Office to Texas State University's Police Department in support of Texas State PAC-12 home football games.

Anthony Hipolito, Hays County Sheriff, thanked the various offices and individuals who worked together to make the accomplishment possible. Judge Becerra spoke about the agreement and the positive impact it will have on the Hays County community. Hipolito confirmed this agreement will be for all home games to cover all sports.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of an Interlocal Cooperation Agreement between Texas State University, Hays County, and the Hays County Sheriff's Office related to supplemental public safety services from the Hays County Sheriff's Office to Texas State University's Police Department in support of Texas State PAC-12 home football games

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

5 - 0 Passed - Unanimously

43556 Discussion and possible action to authorize the execution of Task Order #6 extending the Clean Rivers Program Agreement with The Meadows Center for Water and the Environment at Texas State University, for $194,122.00.

Jenna Walker, Director of Watershed Studies, provided an overview of the Clean Rivers Program and discussed current projects associated with the program. The Court held a brief discussion regarding the logistics of the program agreement, associated costs, and the appropriate funding source.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of Task Order #6 extending the Clean Rivers Program Agreement with The Meadows Center for Water and the Environment at Texas State University, for $194,122.00.

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

5 - 0 Passed - Unanimously

11:00 A.M. - Budget Workshop regarding the Fiscal Year 2027 budget. Possible action may follow.

Judge Becerra opened the Budget Workshop at 11:00 a.m. Briana Ramirez-Vargas, Senior Deputy County Clerk, read emailed public comments from the following individuals: Daniel Ludmir emailed a public comment stating his concerns about the lack of parental leave for county employees, Kenneth Rocha emailed a public comment about his concerns on future debt obligations. Scot Woodland, Budget Officer and Erik Granjeno, Human Resource Director, provided a PowerPoint Presentation related to the FY2027 employee compensation market adjustment proposal. The following Department Heads and Elected Officials spoke regarding the compensation needs of their respective departments and offices: Anthony Hipolito, Hays County Sheriff; Brett Bailey, Chief Deputy Hays County Sheriffs Office; Elaine Brown, County Court at Law Judge #3, Mental Health Court Judge, Assisted Out Patient Court Judge and Administrative Judge for County Court at Law 1,2,& 3; Mike Jones, Director or Emergency Management Services; Jake Vierra, Hays County Fire Marshal: Gregg Cox, First Assistant Criminal District Attorney; Jennifer Escobar, Tax Assessor Collector; Cynthia Millonzi, Assistant

County Clerk; JR Mendoza, Justice of the Peace Precinct 2-2 and John Ellen, Constable Precinct 5. The court had discussions related to each office on their needs. Judge Becerra closed the Budget Workshop at 1:20 p.m.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to open the budget workshop.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 10:46 a.m. and resumed back into open court at 11:04 a.m.

43557 Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 2001, including: (1) Hays County, Texas v. HC Alexander Place, LLC, et.al. (Cause No. 23-0042-C pending in County-Court-at-Law #2 in Hays County)(Parcel 28); (2) Hays County, Texas v. HC Alexander Place, LLC, et.al. (Cause No. 23-0199-C pending in County-Court-at Law #3 in Hays County)(Parcel 29) related to the Cotton Gin Road Phase II improvement project in Precinct 1. Discussion and/or possible action may follow in open court.

Those present in Executive Session from 10:52 a.m. to 11:00 a.m. were the Commissioners Court, except Commissioner Hammer; Scot Woodland, Budget Officer; Stephanie Hunt, Hays County Purchasing Agent; Marisol Villarreal-Alonzo, County Auditor; Jordan Powell, First Assistant Criminal District Attorney – Civil Division; Chase Young, Assistant Criminal District Attorney – Civil Division; Kandice Boutté, County Administrator; Tucker Furlow, Assistant County Administrator; Janice Jones, Legal Support Services Specialist; Kama Davis, Assistant Criminal District Attorney – Civil Division; Betsy Johnson (outside Council); Grable Martin and Simone Corprew, Special Programs Coordinator.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize and execute a settlement agreement and authorize counsel to execute any other necessary documents to implement and finalize the settlement of Hays County, Texas v. HC Alexander Plaza, LLC, et.al. (Cause No. 23-0042-C pending in County-Court-at-Law # 2 in Hays County)(Parcel 28); and Hays County, Texas v. HC Alexander Place, LLC,et.al. (Cause No. 23-0199-C pending in County-Court-at-Law #3 in Hays County)(Parcel 29) related to the Cotton Gin Road Phase II improvement project in Precinct 1.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #M-2 RE: *Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 2325 and Red Corral Road located in Precinct 3. Possible discussion and/or action may follow in open court.-* **WAS PULLED.**

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

Judge Becerra read the Sheriff's update of the inmate population. The current maximum jail capacity is 464. Jail standard recommends holding 10% open, lowering the current capacity to 417 inmates. The jail's daily average was 520 inmates on August 8th, 2026. The estimated cost for outsourcing inmates this week was $72,365.00. The average number of males outsourced was 101 and females was 0. This week's inmates were housing in the following counties: Haskell.

43557A Discussion and possible action related to the burn ban.

Mike Jones, Office of Emergency Services Director, stated he has spoken with the Fire Chief and Fire Marshal and agreed that conditions around the county are still dry. Briana Ramirez-Vargas, Senior Deputy Clerk, read a burn ban resolution prohibiting burning to start August 11, 2026 and last until September 29, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Hammer to place a burn ban in effect starting August 11, 2026 and ending September 29, 2026.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #N-3 RE: *Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071* - **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 1:22 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on AUGUST 11, 2026.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

Elaine H. Cárdenas

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

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
8/11/2026	43531	Approve payments of County invoices.	Y	RECUSED	Y	Y	Y
8/11/2026	43532	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
8/11/2026	43533	Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
8/11/2026	43534	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
8/11/2026	43535	Approve the June 2026 Treasurer's Reports.	Y	Y	Y	Y	Y
8/11/2026	43536	Authorize the execution of a resolution approving the appointment of Todd Purcell to the Board of Directors, Position 5, of the Driftwood Economic Development Municipal Management District for a term ending June 1, 2027.	Y	Y	Y	Y	Y
8/11/2026	43537	Authorize the execution of an agreement between Hays County and Milliman, Inc. to provide actuarial services for the Retiree Drug Subsidy (RDS) Program for the 2027 plan year in an amount not to exceed $3,200.00.	Y	Y	Y	Y	Y
8/11/2026	43538	Approve out-of-state travel for Lt. Ryan Hayden and Sgt. Steve Lucio to attend the National Tactical Officers' Association Conference on August 30th - September 4th, 2026, in Nashville, Tennessee in an amount not to exceed $3,500.00.	Y	Y	Y	Y	Y
8/11/2026	43539	Approve out-of-state travel for Environmental Health Specialist, Victoria Orcine & Menel Johnson to attend the National Onsite Wastewater Recycling Association (NOWRA) 2026 Fall Conference in Westminster, Colorado on October 25th – October 28th.	Y	Y	Y	Y	Y
8/11/2026	43540	Confirm the reappointment of Andrew Clark as representative for the City of Bee Caves on the West Travis County Public Utility Agency (WTCPUA) Board, term ending September 2030.	Y	Y	Y	Y	Y
8/11/2026	43541	Ratify administrative approval of PLN-2905-NP; Sunfield Phase 6 Section 3A Final Plat.	Y	Y	Y	Y	Y
8/11/2026	43542	Authorize the acceptance of a budget amendment to the Office of the Governor, Victims Assistance, General Direct Services grant program for the purchase of a laptop in the amount of $1,387.06 and scanner in the amount of $1,230.00 for the Hays County Criminal District Attorney's Office and amend the budget accordingly.	Y	Y	Y	Y	Y
8/11/2026	43543	Authorize the Juvenile Center to use existing Texas Juvenile Justice Department grant funds to allow CT Electric to install additional electric outlets in the vocational area in the amount of $2,736.33.	Y	Y	Y	Y	Y
8/11/2026	43544	Authorize Facilities and Resource Management to replace two (2) exterior door panic bars at the Precinct 4 Office in Dripping Springs in the amount of $7,598.21 and amend the budget accordingly.	Y	Y	Y	Y	Y
8/11/2026	43545	Authorize Facilities and Resource Management to purchase a new commercial grade carpet shampooer in the amount of $10,841.24 and amend the budget accordingly.	Y	Y	Y	Y	Y
8/11/2026	43546	Authorize the Constable Precinct 1 Office to purchase two in-car camera systems for the new deputies sworn in during the May Commissioners Court, and amend the budget accordingly, $8,452.43 annually.	Y	Y	Y	Y	Y
8/11/2026	43547	Authorize the Jail to use existing funds to upgrade Guard1 services with TimeKeeping Systems, Inc., in the amount of $1,435.69.	Y	Y	Y	Y	Y
8/11/2026	43548	Establish a “No Parking” zone along Science Hall Loop.	Y	Y	Y	Y	Y
8/11/2026	43549	Authorize the execution of a Contract for Engineering Services (2026-PSA-79) between Hays County and KCI Technologies, Inc. to provide Utility Coordination services for the William Pettus project in Precinct 1.	Y	Y	Y	Y	Y
8/11/2026	43550	Authorize the execution of Contract Amendment No. 2 between Hays County and American Structurepoint, Inc. for the Yarrington Extension from RM 150, west of Arroyo Ranch to I-35 project in Precinct 3.	Y	Y	Y	Y	Y
8/11/2026	43551	Order an Election to be held on November 3, 2026, to elect State and County Officers.	Y	Y	Y	Y	Y
8/11/2026	43552	Create the Hays County Salary Grievance Committee for the remainder of the fiscal year, pursuant to Chapter 152 of the Local Government Code.	Y	Y	Y	Y	Y
8/11/2026	43553	Support Commissioner Morgan Hammer's nomination to the Region 11 Guadalupe Regional Flood Planning Group (RFPG).	Y	Y	Y	Y	Y
8/11/2026	43554	Authorize a contract amendment between Hays County and Triedata for document services associated with the District Clerk's Office.	Y	Y	Y	Y	Y
8/11/2026	43555	Authorize the execution of an Interlocal Cooperation Agreement between Texas State University, Hays County, and the Hays County Sheriff's Office related to supplemental public safety services from the Hays County Sheriff's Office to Texas State University's Police Department in support of Texas State PAC-12 home football games.	Y	Y	Y	Y	Y
8/11/2026	43556	Authorize the execution of Task Order #6 extending the Clean Rivers Program Agreement with The Meadows Center for Water and the Environment at Texas State University, for $194,122.00.	Y	Y	Y	Y	Y
8/11/2026	43557	Authorize and execute a settlement agreement and authorize counsel to execute any other necessary documents to implement and finalize the settlement of Hays County, Texas v. HC Alexander Plaza, LLC, et.al. (Cause No. 23-0042-C pending in County-Court-at-Law # 2 in Hays County)(Parcel 28); and Hays County, Texas v. HC Alexander Place, LLC,et.al. (Cause No. 23-0199-C pending in County-Court-at-Law #3 in Hays County)(Parcel 29) related to the Cotton Gin Road Phase II improvement project in Precinct 1.	Y	Y	Y	Y	Y
8/11/2026	43557A	Place a burn ban to start August 11, 2026 and last until September 29, 2026	Y	Y	Y	Y	Y

AGENDA ITEM REQUEST FORM: G. 11.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Daphne Tenorio, Hays County Treasurer

Sponsor: Judge Becerra

Agenda Item

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

Summary

Attachments

Treasurer's Report

Hays County Treasurer's Report: Sage Capital Bank Funds Summary - August 2026

OPERATING FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General Fund	$ 3,438,206.64	$ 10,566.47	$ 8,238,236.64	$ 11,748,278.01	$ 19,453,064.37	$ -	$ 3,982,223.39	$ 89,106,248.25	$ 93,088,471.64
Distribution Clearing Account	$ (2,298,111.91)	$ 4,429.96	$ 14,235,300.32		$ 9,249,863.32		$ 2,691,755.05	$ 3,901,082.09	$ 6,592,837.14
Payroll Clearing Account	$ 8,952,895.81	$ 8,119.35	$ 12,400,749.91	$ 10,500,000.00	$ 10,746,343.16	$ 10,500,000.00	$ 10,615,421.91	$ 3,497,845.06	$ 14,113,266.97
Credit Card Fee Fund	$ 369,919.05		$ 644,123.18		$ 615,123.64		$ 398,918.59	$ -	$ 398,918.59
Road and Bridge General Fund	$ 1,803,962.36	$ 590.14	$ 292,801.77	$ 957,039.79	$ 2,830,352.52	$ -	$ 224,041.54	$ 17,393,844.51	$ 17,617,886.05
Medical and Dental Fund	$ 165,920.71	$ 374.00	$ 111,723.43	$ 1,394,562.46	$ 1,464,698.20	$ -	$ 207,882.40	$ 15,300,629.25	$ 15,508,511.65
Sheriff's Drug Forfeiture Fund	$ 36,978.46	$ 58.10	$ -	$ -	$ -	$ -	$ 37,036.56	$ 87,460.57	$ 124,497.13
Sheriff's Federal Discretionary Fund	$ 181,557.67	$ 285.76	$ 1,205.28				$ 183,048.71	$ -	$ 183,048.71
District Attorney Drug Forfeiture Fund	$ 242,448.01	$ -	$ -	$ -	$ 4,158.41	$ -	$ 238,289.60	$ 76,444.80	$ 314,734.40
District Attorney Hot Check Fee Fund	$ 5,961.52	$ 9.37	$ 146.04	$ -	$ -	$ -	$ 6,116.93	$ -	$ 6,116.93
Constable 2 Drug Forfeiture Fund	$ 372.44	$ 0.59	$ -	$ -	$ -	$ -	$ 373.03	$ -	$ 373.03
Family Health Services Fund	$ 1,200,864.99	$ 1,861.27	$ 76,548.92	$ -	$ 183,914.54	$ -	$ 1,095,360.64	$ 5,136.61	$ 1,100,497.25
Juvenile Detention Center Fund	$ 506,091.36	$ 764.24	$ 304,457.42	$ -	$ 454,279.55	$ -	$ 357,033.47	$ 134,114.17	$ 491,147.64
Tobacco Settlement Fund	$ 188,539.35	$ 295.39	$ -	$ -	$ 1,116.00	$ -	$ 187,718.74	$ -	$ 187,718.74
HC Local Provider Participation Fund	$ 2,496,912.24	$ 3,909.86	$ 1,632,761.46	$ -	$ 4,129,673.70	$ -	$ 3,909.86	$ 2,267,769.91	$ 2,271,679.77
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Safety Zone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Help America Vote Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 294,338.57	$ 427.24	$ -	$ -	$ 56,582.25	$ -	$ 238,183.56	$ 2,751,111.62	$ 2,989,295.18
Local Assistance & Tribal Consistency ARPA Fund	$ 287.65	$ 0.45	$ -	$ -	$ -	$ -	$ 288.10	$ 16,921.99	$ 17,210.09
Opioid Abatement Program Fund	$ 225,078.01	$ 349.81	$ -	$ -	$ 7,669.58	$ -	$ 217,758.24	$ -	$ 217,758.24
Historical Commission Trust Fund	$ 4,807.22	$ 7.54	$ -	$ -	$ 275.00	$ -	$ 4,539.76	$ 155,449.27	$ 159,989.03

CONSTRUCTION FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 44,237.63	$ 69.51	$ -	$ -	$ -	$ -	$ 44,307.14	$ 2,539.91	$ 46,847.05
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Limited Tax Bond Series 2017	$ 25.00	$ 0.04	$ -	$ -	$ -	$ -	$ 25.04	$ 644,331.43	$ 644,356.47
Road Construction Bond 2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Road Construction Bond 2019	$ 95,130.25	$ 358.20	$ -	$ 1,609,166.23	$ 1,690,747.67	$ -	$ 13,907.01	$ 7,855,288.74	$ 7,869,195.75
Parks Bond 2021	$ 1,522,038.68	$ 245.63	$ -	$ 43,664.68	$ 1,558,821.69	$ -	$ 7,127.30	$ 7,882,367.27	$ 7,889,494.57
Limited Tax Bond Series 2022 (PB 22)	$ -	$ -	$ -	$ 1,333,572.30	$ 1,333,572.30	$ -	$ -	$ 28,253,655.29	$ 28,253,655.29
Certificates of Obligation 2025	$ 1,939,253.91	$ 418.24	$ -	$ 683,118.88	$ 2,611,629.93	$ -	$ 11,161.10	$ 191,356,757.83	$ 191,367,918.93
Certificates of Obligation 2026	$ 65,842.69	$ 75.31	$ -	$ 62,121.30	$ 90,824.36	$ -	$ 37,214.94	$ 100,892,012.51	$ 100,929,227.45
Texas Water Development Board Escrow	$ 72,649.73	$ 94.14	$ 8,503.75	$ -	$ 57,861.85	$ -	$ 23,385.77	$ -	$ 23,385.77
FM 110 Trans Reinvestment Zone No. 1 Fund	$ 35,661.71	$ 56.03	$ -	$ -	$ -	$ -	$ 35,717.74	$ 31,504,792.36	$ 31,540,510.10
La Cima NBHD Improvement Area No. 1	$ 748,649.39	$ 1,190.64	$ 12,861.68	$ -	$ -	$ -	$ 762,701.71	$ -	$ 762,701.71
CDBG Disaster Recovery Program Fund	$ 0.94	$ -	$ -	$ -	$ -	$ -	$ 0.94	$ -	$ 0.94
LCRA Service Fee Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ORCA Cedar Oaks Mesa Fund	$ 7,021.45	$ 11.03	$ -	$ -	$ -	$ -	$ 7,032.48	$ -	$ 7,032.48

INTEREST AND SINKING FUNDS									
Hays County Interest & Sinking Fund	$ 1,532,071.80	$ 3,671.54	$ 1,535,825.00	$ 12,657,582.23	$ 12,657,582.23		$ 3,071,568.34	$ 28,747,962.62	$ 31,819,530.96
Sage Capital Fund Totals	**$ 23,879,613.33**	**$ 38,239.85**	**$ 39,495,244.80**	**$ 40,989,105.88**	**$ 69,198,154.27**	**$ 10,500,000.00**	**$ 24,704,049.59**	**$ 531,833,766.06**	**$ 556,537,815.65**

Hays County Treasurer's Report

Investments Summary For The Month of August 2026

All Sage Capital Funds (See Treasurer's Report: Grand Totals Pg. 1)	Bal. 07/31/2026	Interest	Deposits	Debits	Bal. 08/31/2026
Sage All Funds (see Page 1)	$ 23,879,613.33	$ 38,239.85	$ 80,484,350.68	$ 79,698,154.27	$ 24,704,049.59

TEXPOOL **Average Monthly Rate** 3.6800% **Net Asset Value** $ 0.99980

Description	Bal. 07/31/2026	Interest	Deposits	Debits	Bal. 08/31/2026
General Fund	$ 52,653,235.30	$ 152,167.84	$ 477,012.04	$ 11,748,278.01	$ 41,534,137.17
Distribution Clearing Account	$ 3,888,935.58	$ 12,146.51	$ -	$ -	$ 3,901,082.09
Payroll Clearing Account	$ 3,475,765.11	$ 22,079.95	$ 10,500,000.00	$ 10,500,000.00	$ 3,497,845.06
Road and Bridge General Fund	$ 12,887,416.02	$ 39,640.51	$ 73,085.99	$ 957,039.79	$ 12,043,102.73
Medical and Dental Fund	$ 11,191,113.69	$ 33,826.28	$ -	$ 1,394,562.46	$ 9,830,377.51
Sheriff's Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
District Attorney Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Constable 2 Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Health Services Grants Fund	$ 4,526.65	$ 14.16	$ -	$ -	$ 4,540.81
Juvenile Detention Center Fund	$ 133,696.59	$ 417.58	$ -	$ -	$ 134,114.17
Tobacco Settlement Fund	$ -	$ -	$ -	$ -	$ -
HC Local Provider Participation Fund	$ -	$ -	$ -	$ -	$ -
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -	$ -	$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 2,742,545.67	$ 8,565.95	$ -	$ -	$ 2,751,111.62
Local Assistance & Tribal Consistency ARPA Fund	$ 16,869.37	$ 52.62	$ -	$ -	$ 16,921.99
Opioid Abatement Program Fund	$ -	$ -	$ -	$ -	$ -
Historical Commission Trust	$ -	$ -	$ -	$ -	$ -
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 2,523.55	$ 7.79	$ -	$ -	$ 2,531.34
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -
Limited Tax Bonds Series 2017	$ 642,325.25	$ 2,006.18	$ -	$ -	$ 644,331.43
Road Construction Bond 2017	$ -	$ -	$ -	$ -	$ -
Road Construction Bond 2019	$ 9,438,052.61	$ 26,402.36	$ -	$ 1,609,166.23	$ 7,855,288.74
Parks Bond 2021	$ 7,901,419.17	$ 24,612.78	$ -	$ 43,664.68	$ 7,882,367.27
Limited Tax Bond Series 2022 (PB 22)	$ 29,495,238.69	$ 91,988.90	$ -	$ 1,333,572.30	$ 28,253,655.29
Certificates of Obligation 2025	$ 191,443,120.46	$ 596,756.25	$ -	$ 683,118.88	$ 191,356,757.83
Certificates of Obligation 2026	$ 100,639,918.71	$ 314,215.10	$ -	$ 62,121.30	$ 100,892,012.51
FM 110 Trans Reinvestment Zone No 1 Fund	$ 3,828,631.96	$ 11,958.16	$ -	$ -	$ 3,840,590.12
LCRA Service Fee Fund	$ -				$ -
Hays County Interest & Sinking Fund	$ 29,320,977.33	$ 65,142.10	$ 191,767.54	$ 12,657,582.23	$ 16,920,304.74

All TexPool Funds	$ 459,706,311.71	$ 1,402,001.02	$ 11,241,865.57	$ 40,989,105.88	$ 431,361,072.42

Hays County Treasurer's Report
Investments Summary For The Month of August 2026

CLASS - MBIA **Average Monthly Rate** 3.8344% **Net Asset Value** $ 1.00012

Description	Bal. 07/31/2026	Interest	Deposits	Debits	Bal. 08/31/2026
General Fund	$ 21,851,762.52	$ 71,274.92	$ -	$ -	$ 21,923,037.44
Road and Bridge General Fund	$ 4,720,264.71	$ 15,396.31	$ -	$ -	$ 4,735,661.02
Sheriff's Drug Forfeiture Fund	$ 87,176.22	$ 284.35	$ -	$ -	$ 87,460.57
District Attorney Drug Forfeiture Fund	$ 76,118.01	$ 248.28	$ -	$ -	$ 76,366.29
HC Local Provider Participation Fund	$ 2,260,397.06	$ 7,372.85	$ -	$ -	$ 2,267,769.91
Historical Commission Trust	$ 154,934.98	$ 505.34	$ -	$ -	$ 155,440.32
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 8.57	$ -	$ -	$ -	$ 8.57
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -
FM 110 Trans Reinvestment Zone No 1 Fund	$ 27,574,261.93	$ 89,940.31	$ -	$ -	$ 27,664,202.24
Hays County Interest & Sinking Fund	$ 9,639,078.43	$ 31,440.24	$ -	$ -	$ 9,670,518.67
CLASS - MBIA All Funds	$ 66,364,002.43	$ 216,462.60	$ -	$ -	$ 66,580,465.03

LOGIC **Average Monthly Rate** 3.8135% **Net Asset Value** $ 0.99986

Description	Bal. 07/31/2026	Interest	Deposits	Debits	Bal. 08/31/2026
General Fund	$ 13,967,357.11	$ 45,230.45	$ -	$ -	$ 14,012,587.56
Road and Bridge General Fund	$ 613,095.37	$ 1,985.39	$ -	$ -	$ 615,080.76
Medical and Dental Fund	$ 5,452,594.62	$ 17,657.12	$ -	$ -	$ 5,470,251.74
District Attorney Drug Forfeiture Fund	$ 78.24	$ 0.27	$ -	$ -	$ 78.51
Health Services Grants Fund	$ 46.92	$ 0.05	$ -	$ -	$ 46.97
Family Health Services Fund	$ 547.02	$ 1.81	$ -	$ -	$ 548.83
Historical Commission Trust Fund	$ 8.95	$ -	$ -	$ -	$ 8.95
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Hays County Interest & Sinking Fund	$ 2,150,176.30	$ 6,962.91	$ -	$ -	$ 2,157,139.21
LOGIC All Funds	$ 22,183,904.53	$ 71,838.00	$ -	$ -	$ 22,255,742.53

Hays County Treasurer's Report
Investments Summary For The Month of August 2026

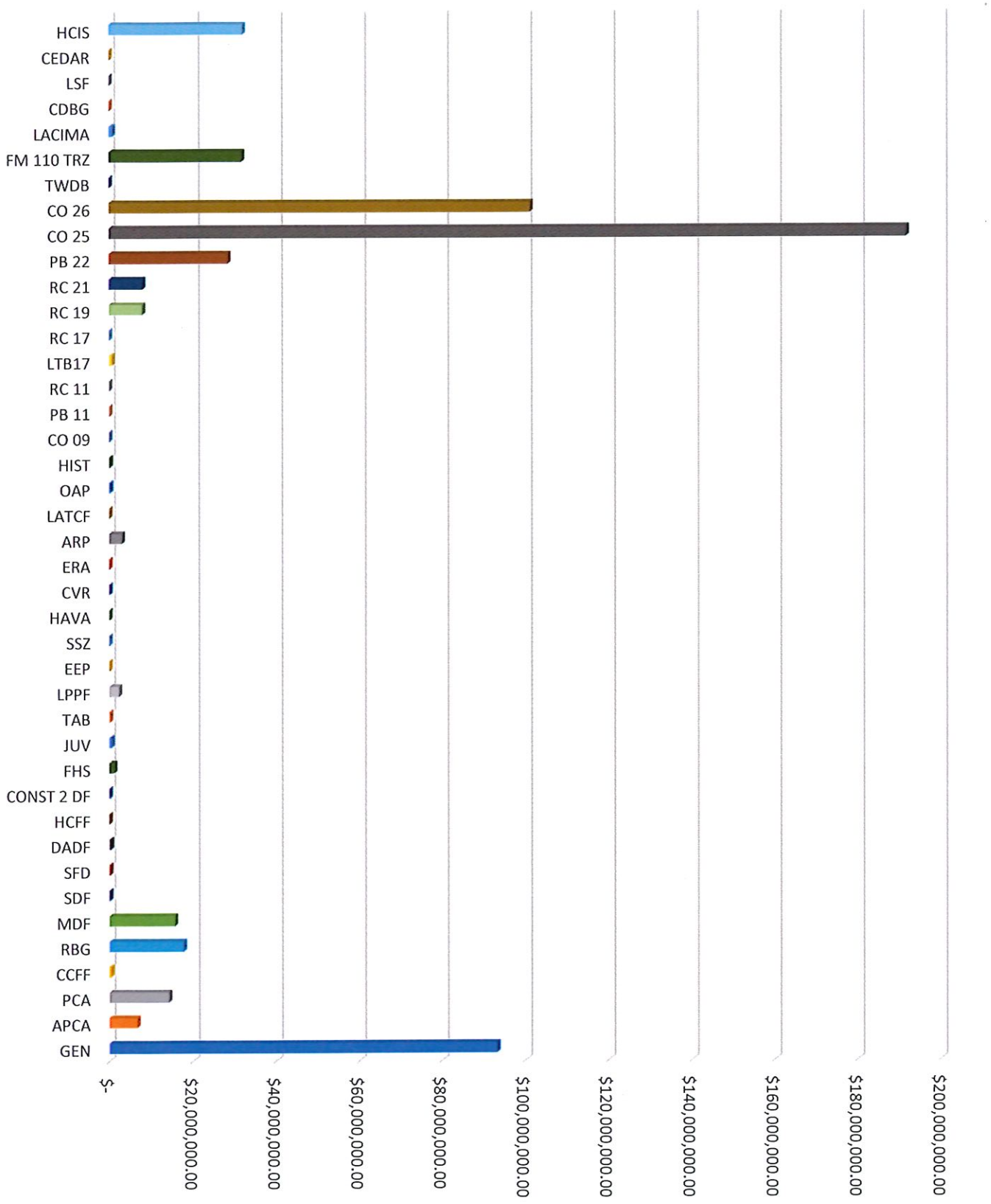
CERTIFICATES OF DEPOSITS

				Bal. 07/31/2026		*Transactions*		Bal. 08/31/2026	
Description	**Fund**	**Yield/**	**Maturity**	**Par Value**	**Book Value**	**Purchases**	**Maturities**	**Par Value**	**Book Value**
Broadway Bank	General Fund	1.490%	10/01/26	$ 4,539,528.44	$ 4,539,528.44			$ 4,539,528.44	$ 4,539,528.44
Sunflower Bank	General Fund	3.348%	11/20/26	$ 2,341,462.68	$ 2,341,462.68			$ 2,341,462.68	$ 2,341,462.68
Sunflower Bank	General Fund	3.348%	11/20/26	$ 4,755,494.96	$ 4,755,494.96			$ 4,755,494.96	$ 4,755,494.96
TOTAL				**$ 11,636,486.08**	**$ 11,636,486.08**	$ -	$ -	**$ 11,636,486.08**	**$ 11,636,486.08**
BENCHMARK	*CURENT 90 DAY TREASURY BILL YIELDING RATE*							**3.7800%**	

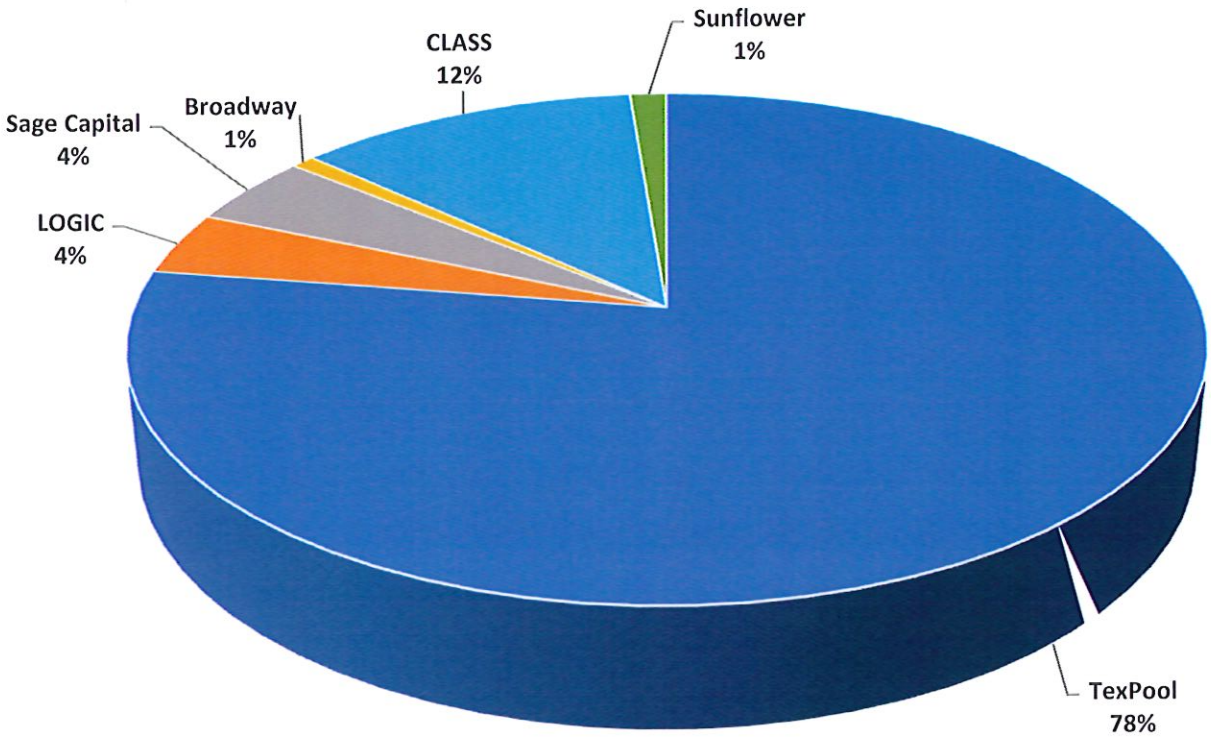
August 2026 Total Fund Balance: $ 556,537,815.65

Summarization	Bal. 07/31/2026	Bal. 08/31/2026	Difference
Sage Capital Bank	$ 23,879,613.33	$ 24,704,049.59	$ 824,436.26
TexPool	$ 459,706,311.71	$ 431,361,072.42	$ (28,345,239.29)
Class-MBIA	$ 66,364,002.43	$ 66,580,465.03	$ 216,462.60
LOGIC	$ 22,183,904.53	$ 22,255,742.53	$ 71,838.00
Certificate of Deposits	$ 11,636,486.08	$ 11,636,486.08	$ -
Total Fund Balances	$ 583,770,318.08	$ 556,537,815.65	$ (27,232,502.43)

Fund Account Balances: August 31, 2026



Investment Allocation Totals:
August 2026



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Daphne Tenorio, Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Designate Tuesday of every week as the regular term of the Hays County Commissioners Court for purposes of convening in Fiscal Year 2027, with the exception of October 6th and 20th, November 3rd, 17th, and 24th, December 8th, 22nd, and 29th, 2026 as those dates have been previously canceled by the Court. **INGALSBE**

Summary

In accordance with Section 81.005 of the Texas Local Government Code, and in accordance with the Hays County Commissioners Court Rules of Decorum, the Hays County Commissioners Court shall designate a day of the week on which the Court shall convene in a regular term each month during the next fiscal year.

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the cancellation of the Hays County Commissioners Court on the following dates in 2027: January 12 and 26, February 2 and 16, March 2 and 16, April 13 and 27, May 11 and 25, June 8, 15 and 29, July 13 and 27, August 24, September 7 and 21, October 12 and 26, November 2, 16 and 30, December 14 and 28. **INGALSBE**

Summary

Some court dates presented for cancellation are based on scheduled education and training opportunities for court members. Coordination with the Budget Officer and Auditor, regarding these cancellation dates has taken place, to ensure there are no conflicts with the budget process and audit requirements.

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Cohen

Agenda Item

Authorize the update to the FY 2027 Civilian Salary Step Pay Plan & Market Adjustment Base Pay Procedures, effective October 1, 2026. **SMITH/COHEN/GRANJENO**

Summary

This update to the FY 2027 Civilian Salary Step Pay Plan reflects the addition of the Environmental Development Manager, a current vacant position that was inadvertently omitted from the previously approved salary chart. Human Resources has benchmarked the position using the approved market methodology and placed it in the appropriate pay grade, grade 126, based on the market results. In addition, the Veteran Service Grant Program Manager will be added to the F27 chart to grade 115, contingent upon the approval of the regrade of the Veteran Service Caseworker position. Since these positions are sole FTE positions in the county, they have also been added to the exception list of positions not subject to the phased market implementation as outlined in the base pay procedures.

Attachments

FY27 Market Adjustment and Base Pay Procedures
Civilian Step Pay Plan

FY27 Market Adjustment and Base Pay Procedures

Current Employees (Hired on or Before 09/30/2026)

- Employees hired on or before September 30, 2026, will retain the step they are assigned to as of September 30, 2026, and will be placed at that same step within the employee's new pay grade on the approved FY27 Civilian Salary Chart Step Plan ("FY27 Salary Chart"), effective October 1, 2026.

    1. **Employees with an anniversary date between September 16, 2026, and September 30, 2026, will receive credit for their applicable step movement effective September 30, 2026.** This ensures the employee's earned step is recognized when they are placed on the new salary chart effective October 1, 2026. Under our current practice, step movements are not reflected in New World until the following pay period. Without this adjustment, employees with anniversaries during this period would not receive credit for the step they earned before implementation of the new chart. For example, if an employee's anniversary falls between September 16 and September 30 and the corresponding step movement would normally be processed effective October 1, that step will instead be credited to the employee's tenure as of September 30 for purposes of placement on the new salary chart.

- To determine an employee's FY27 market adjustment, HR will calculate the difference between:

    1. the salary associated with the employee's current step in the employee's new pay grade on the FY27 Salary Chart; and

    2. the employee's actual salary as of September 30, 2026.

For example, if the employee's salary based on their current step in the FY27 Salary Chart is $50,000 and the employee earns $40,000 as of September 30, 2026, the employee's total FY27 market adjustment is $10,000.

Because Commissioners Court approved a phased implementation, **50% of the total market adjustment will be added to the employee's salary effective October 1, 2026, and the remaining 50% will be added effective April 1, 2027.** In the example above, the employee's salary would increase to $45,000 on October 1, 2026, and to $50,000 on April 1, 2027.

- As a result of the phased implementation, employees may fall between established steps on the FY27 Salary Chart.

- Employees who are over market will generally be placed at their current step within their new pay grade. However, if placement at that step would result in a salary lower than the employee's actual salary as of September 30, 2026, the employee will instead receive a **3% market adjustment**, calculated from the employee's September 30, 2026 salary and implemented in two phases.

For example, an employee earning $40,000 as of September 30, 2026, would have a total 3% market adjustment of $1,200. The employee would receive $600 of the adjustment effective October 1, 2026, increasing the salary to $40,600, and the remaining $600 effective April 1, 2027, increasing the salary to $41,200.

- Employees who are over market and whose salary as of September 30, 2026, exceeds Step 15 of their new pay grade will receive a **one-time payment equal to 3% of their September 30, 2026 salary**. The payment will be made in full on the October 15, 2026 payroll and will not become part of the employee's base salary.
- All current employees must receive the equivalent of at least a **3% market adjustment, a 3% one-time payment, or a combination of a base-pay adjustment and one-time payment**, depending on the employee's circumstances.

If an employee's salary as of September 30, 2026, is below Step 15 of the new pay grade, but increasing the employee to Step 15 would provide less than the 3% minimum, the employee's base salary will be increased to Step 15 and the remaining portion necessary to provide the equivalent of 3% will be paid as a one-time payment on the October 15, 2026 payroll.

For example, if an employee earns $50,000 as of September 30, 2026, and Step 15 of the employee's new pay grade is $51,000, the employee's salary will increase to $51,000 effective October 1, 2026. Because the $1,000 increase represents only a 2% adjustment, the remaining 1% of the employee's 3% entitlement, or $500, will be paid as a one-time payment on the October 15, 2026 payroll.

Promotions for Current Employees (Hired on or Before 09/30/2026)

- Employees promoted into a position that **was not included in the FY26 Salary Chart as of September 30, 2026**, may be placed directly at the applicable salary and step for the position on the FY27 Salary Chart. The promotional salary will become effective on the date of promotion and will **not be phased**.
- Employees promoted before April 1, 2027, into a position that **was included in the FY26 Salary Chart** will have the market-adjustment portion of their promotional salary phased.

Before calculating the promotional salary, the department head/elected official must determine, in consultation with HR, whether the employee's salary placement will be determined under:

- **Promotion Policy 2A116**, which permits the employee to retain their current step in the new pay grade; or
- **Compensation Policy 2A103**, which permits consideration of qualifying education and experience above the position's minimum requirements for placement up to Step 7.

For FY27 promotions under Policy 2A116, the employee's "current step" will mean the step held as of September 30, 2026.

Once the appropriate step has been determined, the total market adjustment for the promoted position will be calculated using the difference between the salary associated with that step under the FY26 Salary Chart and the salary associated with that step under the FY27 Salary Chart.

For example, if an employee is promoted from Deputy Clerk to Deputy Clerk Senior and Step 5 of the Deputy Clerk Senior position was $46,444 under the FY26 Salary Chart and is $54,842 under the FY27 Salary Chart, the total market adjustment associated with the promoted position is $8,398. If the promotion is effective December 1, 2026, the employee would receive half of that market adjustment on the effective date of the promotion, resulting in a salary of $50,643, and the remaining half on April 1, 2027, resulting in a salary of $54,842.

Once promoted, the employee is **not entitled to any remaining market adjustment associated with the employee's former position**. The employee will instead receive the applicable phased market adjustment associated with the promoted position.

Demotions

- Employees demoted during FY27 will follow **Policy 2A113 – Demotions**. The employee's new salary will become effective on the date of demotion and will **not be phased**.
- For purposes of determining the employee's "current step," the step will be based on the employee's salary as of the effective date of the demotion under the FY27 Salary Chart. If the employee's salary falls between two steps, the step with the salary amount closest to the employee's current salary will be used. For example, if the employee is $500 below the higher step and $600 above the lower step, the higher

step will be considered the employee's current step for purposes of applying the demotion policy.

Lateral Transfers

- **Policy 2A114 – Lateral Transfers** will apply.
- An employee who laterally transfers from one position to another will receive the full market adjustment associated with **one position only and will not receive separate market adjustments for both positions**.

For example, if an employee laterally transfers on December 1, 2026, the employee will no longer be entitled to the remaining market adjustment associated with the former position. The employee will instead receive the remaining market adjustment associated with the new lateral position on April 1, 2027. Because a lateral transfer does not change the employee's pay grade or step, the resulting adjustment should be equivalent.

Salary Schedule for Current Employees (hired on or before 09/30/26) in Pay Grades 110–112

FY2 Step as of 9/30/26	Grade 110	Grade 111	Grade 112
1	$20.00	$20.25	$20.63
2	$20.59	$20.93	$21.38
3	$21.19	$21.60	$22.14
4	$21.78	$22.28	$22.89
5	$22.37	$22.96	$23.65
6	$22.96	$23.63	$24.40
7	$23.56	$24.31	$25.16
8	$24.15	$24.98	$25.91
9	$24.74	$25.66	$26.67
10	$25.33	$26.34	$27.42
11	$25.93	$27.01	$28.18
12	$26.52	$27.69	$28.93
13	$27.11	$28.36	$29.69
14	$27.70	$29.04	$30.44
15	$28.30	$29.72	$31.20

To reduce compression with new hires and establish a **$20.00-per-hour living wage floor for current employees**, employees in Grades 110–112 (in the new FY27 salary chart) who were hired on or before September 30, 2026, will have their FY27 hourly rate determined

using their step as of September 30, 2026, and the special Grades 110–112 schedule provided above.

- The applicable hourly rate will be multiplied by the employee's scheduled annual hours to determine the corresponding annual salary. For example, the annual salary for a full-time 40-hour-per-week employee will be calculated using 2,080 hours.
- The resulting salary will then be used to determine the employee's total FY27 market adjustment using the methodology described in the **Current Employees** section. The adjustment will be phased, with half effective October 1, 2026, and the remaining half effective **April 1, 2027**.
- Employees hired on or after October 1, 2026, will **not** use the special $20-per-hour living wage floor schedule. Their salaries will be determined under the **New Hires** procedures below.

New Hires (Hired on or After 10/01/2026)

- New hires hired to a position that **was not included in the FY26 Salary Chart** may receive the applicable salary and step from the FY27 Salary Chart as of their date of hire. Their salary will **not be phased**.
- New hires appointed to a position that **was included in the FY26 Salary Chart** will have their starting salary phased based on the total dollar market adjustment between the FY26 and FY27 salary amounts.
- New hires hired to a position that was included in the FY26 Salary Chart but is the only position that exists in the county (1 FTE) receive the applicable salary and step from the FY27 Salary Chart as of their date of hire. Their salary will **not be phased**. Examples of these types of positions include:
    - Probate Auditor
    - Civil Engineer

The new hire's appropriate step will be determined in accordance with **Compensation Policy 2A103**. HR will then identify the salary associated with that step on the FY27 Salary Chart and calculate the market adjustment between the FY26 and FY27 salary amounts for the position.

For example, if a new Corrections Specialist II is placed at Step 2 and the FY27 Step 2 salary is $53,721 while the FY26 salary used for the position is $46,860, the total market adjustment is $6,861. The employee's initial salary would include one-half of the market

adjustment, resulting in a starting salary of $50,290.50 ($46,860 + $3,430.50). Effective April 1, 2027, the employee's salary would increase to the full FY27 salary of $53,721.

- The phased new-hire methodology above **will not apply to the positions specifically identified in this procedure as exceptions**. Employees hired into those positions will receive the applicable salary shown on the FY27 Salary Chart as of their date of hire. The positions are as follows:
    - Academic Program Coordinator
    - AOT Program Case Manager
    - Assistant Veteran Services Officer II
    - Attorney I
    - Attorney VII
    - Environmental Health Flood Plain Administrator
    - Communications Specialist
    - County Court Reporter
    - Development Services Manager
    - DWI & Drug Court Case Manager
    - Engineering Technician
    - Environmental Development Manager
    - Environmental Health Specialist II and III
    - Environmental Compliance Coordinator
    - Financial Analyst I & III
    - Financial Specialist Senior
    - Fire Marshall
    - Inspector
    - Intake Coordinator
    - IT Support Specialist
    - Judicial Services Officer I, II, and III
    - Judicial Services Supervisor
    - Juvenile Community Coordinator
    - Juvenile Diversion Coordinator
    - Juvenile Probation Analyst
    - Lead Inspector
    - Legal Assistant
    - Legal Services Administrator
    - Magistrate Court Administrator
    - Motor Vehicle Specialist
    - Paralegal

- Paralegal Supervisor
- Parks Superintendent
- Property Tax Application Specialist
- Public Health Nurse Practitioner
- Records Program Administrator
- Senior Juvenile Probation Officer
- Sr. Payroll Specialist
- Strategic Analyst Supervisor
- Transitional Coordinator
- Veteran Service Grant Program Manager
- Web Analytics Administrator

General Provisions

- No step increases will occur during FY27.
- These temporary market-adjustment and salary administration procedures will **cease effective April 1, 2027**, after completion of the phased market adjustments.
- Extension Agents, OES Special Assignments (0293) and Fire Investigators will **not be eligible for market adjustments** under these procedures.

Hays County Civilian Salary Chart Step Plan - Effective 10.01.2026

Market Adjustmet Base Pay Procedures Apply Effective 10.01.2026 - 03/31/2027

Class Title	Job Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Administrative Assistant I	0273	110	$ 38,920	$ 40,088	$ 41,290	$ 42,529	$ 43,805	$ 45,119	$ 46,473	$ 47,867	$ 49,303	$ 50,782	$ 52,305	$ 53,874	$ 55,491	$ 57,155	$ 58,870
Custodian	0210	110															
HCCPB Rainbow Room Assistant	0279	110															
Customer Service Representative	0343	111	$ 40,866	$ 42,092	$ 43,355	$ 44,655	$ 45,995	$ 47,375	$ 48,796	$ 50,260	$ 51,768	$ 53,321	$ 54,920	$ 56,568	$ 58,265	$ 60,013	$ 61,813
Emergency Services Special Assignments Specialist	0293	111															
Treasury Associate	0079	111															
4H Youth Program Coordinator	1174	112	$ 42,909	$ 44,197	$ 45,522	$ 46,888	$ 48,295	$ 49,744	$ 51,236	$ 52,773	$ 54,356	$ 55,987	$ 57,667	$ 59,397	$ 61,178	$ 63,014	$ 64,904
Counselor	0960	112															
Evidence Specialist	0626	112															
Food Service Worker	0655/0656	112															
IMMTRAC2 Specialist	1128	112															
Inventory Specialist	0607	112															
Parks Specialist	0173	112															
Recycling Solid Waste Site Technician	0172	112															
Tax Deputy Clerk	0342	112															
Technology Inventory Specialist	0939	112															
Administrative Assistant II	0272	113	$ 45,055	$ 46,406	$ 47,799	$ 49,233	$ 50,710	$ 52,231	$ 53,798	$ 55,412	$ 57,074	$ 58,786	$ 60,550	$ 62,366	$ 64,237	$ 66,164	$ 68,149
Animal Control Officer	0900	113															
Background Investigator	0628	113															
Community Activities Officer	0979	113															
Compliance Clerk I	0420	113															
Construction Operator I	1080	113															
Deputy Clerk	0454	113															
Environmental Health Technician	0223	113															
Facility Maintenance Specialist	0200	113															
Hot Check Coordinator	0779	113															
Intake Coordinator	0778	113															
Justice Clerk	0855	113															
Legal Assistant	0777	113															
Magistrate Court Administrator	0896	113															
Permit Coordinator	0190	113															
Veterans Specialist	0919	113															
Behavioral Health Court Liaison	0429	114	$ 47,308	$ 48,727	$ 50,189	$ 51,694	$ 53,245	$ 54,842	$ 56,488	$ 58,182	$ 59,928	$ 61,726	$ 63,577	$ 65,485	$ 67,449	$ 69,473	$ 71,557
Compliance Clerk II	0419	114															
Construction Operator II	1075	114															
Corrections Specialist I	0606	114															
Elections Specialist	0128	114															
Financial Specialist I	0030	114															
Human Resources Assistant	0077	114															
Judicial Services Officer I	0899	114															
Justice Administrator	0859	114															
Tax Assesor Collector Specialist	0355	114															
Tax Deputy Clerk Lead	0339	114															
Transitional Coordinator	0970	114															
Vaccine Coordinator	0263	114															
Veteran Service Caseworker	0918	114	$ 47,308	$ 48,727	$ 50,189	$ 51,694	$ 53,245	$ 54,842	$ 56,488	$ 58,182	$ 59,928	$ 61,726	$ 63,577	$ 65,485	$ 67,449	$ 69,473	$ 71,557
Accounts Payable Specialist	0028	115	$ 49,673	$ 51,163	$ 52,698	$ 54,279	$ 55,907	$ 57,584	$ 59,312	$ 61,091	$ 62,924	$ 64,812	$ 66,756	$ 68,759	$ 70,822	$ 72,946	$ 75,135
Administrative Assistant III	0271	115															
Food Service Supervisor	0631	115															
Assistant Veteran Services Officer I	0916	115															
Deputy Clerk Senior	0453	115															
Employment & Compensation Coordinator	0750	115															
Fleet Services Coordinator	1170	115															
GIS Technician	0224	115															
Human Resources Coordinator	0747	115															
Judicial Services Officer II	0901	115															
Juvenile Diversion Coordinator	0861	115															
Justice Court Administrator	0860	115															
Legal Support Services Specialist	0776	115															
Mechanic	1060	115															
Medical Assistant	1130	115															
Mental Health Court Case Worker	0442	115															
Motor Vehicle Specialist	0357	115															
Parks Education Coordinator	0169	115															
Payroll Specialist I	0087	115															

Hays County Civilian Salary Chart Step Plan - Effective 10.01.2026

Market Adjustmet Base Pay Procedures Apply Effective 10.01.2026 - 03/31/2027

Class Title	Job Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Property Tax Application Specialist	0356	115	$ 49,673	$ 51,163	$ 52,698	$ 54,279	$ 55,907	$ 57,584	$ 59,312	$ 61,091	$ 62,924	$ 64,812	$ 66,756	$ 68,759	$ 70,822	$ 72,946	$ 75,135
Records Management Specialist	0477	115															
Texas Law Enforcement Telecommunications Specialist (TLETS)	0511	115															
Veterans Treatment Court Case Worker	0447	115															
Administrative Operations Coordinator	0050	116	$ 52,157	$ 53,721	$ 55,333	$ 56,993	$ 58,703	$ 60,464	$ 62,278	$ 64,146	$ 66,070	$ 68,052	$ 70,094	$ 72,197	$ 74,363	$ 76,594	$ 78,891
Animal Welfare Services Coordinator	1150	116															
AOT Program Case Manager	0436	116															
Assistant Veteran Services Officer II	0917	116															
Juvenile Case Manager	9025	116															
Construction Operator III	1070	116															
Corrections Specialist II	0608	116															
Crime Scene/Evidence Technician	0625	116															
DWI & Drug Court Case Manager	0437	116															
Environmental Health Specialist I	0235	116															
Financial Specialist III	0032	116															
Indigent Health Coordinator	1136	116															
Inspector	1045	116															
Juvenile Community Coordinator	0952	116															
Juvenile Probation Analyst	0976	116															
Mobile Crisis Outreach Liaison	0506	116															
Purchasing Specialist I	0016	116															
Records Coordinator	0481	116															
Truancy Case Coordinator	0856	116															
Victim Assistance Coordinator	0505	116															
Budget Coordinator	0027	117	$ 54,764	$ 56,407	$ 58,099	$ 59,842	$ 61,638	$ 63,487	$ 65,391	$ 67,353	$ 69,374	$ 71,455	$ 73,599	$ 75,807	$ 78,081	$ 80,423	$ 82,836
Communications Specialist	0741	117															
Community Outreach Specialist	1127	117															
Development Coordinator	1164	117															
Equipment Data Coordinator	0275	117															
Financial Analyst I	0017	117															
Food Service Manager	0630	117															
GED Instructor/Educator	0614	117															
HVAC Technician	0202	117															
Judicial Services Officer III	0902	117															
Juvenile Probation Officer I	0975	117															
Lead Accounts Payable & Auditing Specialist	0029	117															
Paralegal	0274	117															
Parks Specialist Supervisor	0174	117															
Probate Court Coordinator	0914	117															
Recycling-Solid Waste Lead	0178	117															
Special Operations Coordinator	0989	117															
Training Coordinator (SO)	9065	117															
Academic Program Coordinator	0951	118	$ 57,503	$ 59,228	$ 61,004	$ 62,835	$ 64,720	$ 66,661	$ 68,661	$ 70,721	$ 72,843	$ 75,028	$ 77,279	$ 79,597	$ 81,985	$ 84,444	$ 86,978
Assistant Court Administator	0910	118															
Assistant Veteran Services Officer III	0913	118															
Construction Operator IV	1055	118															
Disease Intervention Specialist	1131	118															
Elections Administrative Specialist	0131	118															
Elections Technology Support Specialist	0130	118															
Employment & Compensation Specialist	0071	118															
Environmental Health Specialist II	1167	118															
Fleet Program Specialist	0036	118															
Lead Facility Maintenance Specialist	0201	118															
Field Operations Coordinator	0129	118															
Financial Specialist Senior	0020	118															
Indigent Defense Coordinator	0444	118															
Inmate Program Manager	0468	118															
IT Support Specialist	0934	118															
Juvenile Supervision Officer	9055	118															
Mechanic Lead	1062	118	$ 57,503	$ 59,228	$ 61,004	$ 62,835	$ 64,720	$ 66,661	$ 68,661	$ 70,721	$ 72,843	$ 75,028	$ 77,279	$ 79,597	$ 81,985	$ 84,444	$ 86,978
Multimedia Specialist	0507	118															
Probate Auditor	0031	118															
Senior Payroll Specialist	0090	118															
Senior Victim Assistance Coordinator	0504	118															
Assistant District Court Admin	0909	119	$ 60,378	$ 62,189	$ 64,055	$ 65,976	$ 67,956	$ 69,994	$ 72,094	$ 74,257	$ 76,485	$ 78,779	$ 81,143	$ 83,577	$ 86,084	$ 88,667	$ 91,327

Hays County Civilian Salary Chart Step Plan - Effective 10.01.2026

Market Adjustmet Base Pay Procedures Apply Effective 10.01.2026 - 03/31/2027

Class Title	Job Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Chaplain	0615	119	$ 60,378	$ 62,189	$ 64,055	$ 65,976	$ 67,956	$ 69,994	$ 72,094	$ 74,257	$ 76,485	$ 78,779	$ 81,143	$ 83,577	$ 86,084	$ 88,667	$ 91,327
Contract Specialist (Purchasing)	0034	119															
Crime Analyst	0627	119															
Data Program Specialist	1132	119															
Engineering Technician	1031	119															
Environmental Compliance Coordinator	1042	119															
Epidemiologist	1142	119															
Executive Assistant	0277	119															
Grants Coordinator	0105	119															
Juvenile Probation Officer II	0972	119															
Lead CCL Administrator	0908	119															
Lead Inspector	1044	119															
Legal Assistant Supervisor	0773	119															
Licensed Mental Health Counselor	9021	119															
Magistrate Court Supervisor	0891	119															
Paralegal Supervisor	0074	119															
Planner	1166	119															
Records Supervisor	0479	119															
Senior Learning & Development Specialist	0749	119															
Substation Chief Deputy	0338	119															
Budget Analyst II	0067	120	$ 63,397	$ 65,298	$ 67,257	$ 69,275	$ 71,353	$ 73,494	$ 75,699	$ 77,970	$ 80,309	$ 82,718	$ 85,200	$ 87,756	$ 90,388	$ 93,100	$ 95,893
Chief Deputy Clerk	0405	120															
Contract Specialist Senior	0035	120															
Deputy Fire Marshal	0984	120															
Environmental Health Specialist III	1176	120															
Facility Maintenance Supervisor	0192	120															
Financial Analyst III	0022	120															
Fire Investigator	0985	120	$ 63,397	$ 65,298	$ 67,257	$ 69,275	$ 71,353	$ 73,494	$ 75,699	$ 77,970	$ 80,309	$ 82,718	$ 85,200	$ 87,756	$ 90,388	$ 93,100	$ 95,893
Fixed Asset Analyst	0021	120															
GIS Analyst	0231	120															
Judicial Services Supervisor	0904	120															
Motor Vehicle Manager	0322	120															
Natural Resoruces Coordinator	1172	120															
Property Tax Manager	0321	120															
Purchasing Specialist Senior	0033	120															
Records Management Officer/Law Librarian	0042	120															
Recycling Solid Waste Manager	0177	120															
Victims Assistance Supervisor	0823	120															
Assistant Maintenance Superintendent	1010	121	$ 66,566	$ 68,563	$ 70,620	$ 72,739	$ 74,921	$ 77,169	$ 79,484	$ 81,868	$ 84,324	$ 86,854	$ 89,460	$ 92,143	$ 94,908	$ 97,755	$ 100,688
Behavioral Health Coordinator	0439	121															
Benefits Manager	0745	121															
Community Program Manager	0238	121															
Construction Supervisor	1035	121															
Evidence Supervisor	0624	121															
GIS CAD PSB Specialist	0990	121															
GIS Specialist	0232	121															
Juvenile Probation Officer III	0971	121															
Public Health Emergency Preparedness Coordinator	0267	121															
Records Program Administrator	0476	121															
Risk Manager	0083	121															
Senior Planner	1163	121															
AOT Program Administrator	0446	122	$ 69,895	$ 71,992	$ 74,151	$ 76,376	$ 78,667	$ 81,027	$ 83,458	$ 85,962	$ 88,541	$ 91,197	$ 93,933	$ 96,751	$ 99,653	$ 102,643	$ 105,722
Court Administrator	0440	122															
Community Health Services Manager	0435	122															
Contracts Manager	1028	122															
District Court Bailiff	1153	122															
DWI & Drug Court Administrator	0438	122															
Environmental Health & Floodplain Administrator	0237	122															
Equipment & Fleet Manager	1040	122															
IT Application Support Specialist	0922	122	$ 69,895	$ 71,992	$ 74,151	$ 76,376	$ 78,667	$ 81,027	$ 83,458	$ 85,962	$ 88,541	$ 91,197	$ 93,933	$ 96,751	$ 99,653	$ 102,643	$ 105,722
Legal Services Administrator	0775	122															
Mental Health Court Administrator	0441	122															
Registered Nurse	0265	122															
Senior Juvenile Probation Officer	0957	122															

Hays County Civilian Salary Chart Step Plan - Effective 10.01.2026

Market Adjustmet Base Pay Procedures Apply Effective 10.01.2026 - 03/31/2027

Class Title	Job Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Veteran Services Officer	0915	122	$ 69,895	$ 71,992	$ 74,151	$ 76,376	$ 78,667	$ 81,027	$ 83,458	$ 85,962	$ 88,541	$ 91,197	$ 93,933	$ 96,751	$ 99,653	$ 102,643	$ 105,722
Veterans Treatment Court Administrator	0449	122															
Web Analytics Administrator	0938	122															
Disease Surveillance & Preparedness Manager	1122	123	$ 73,389	$ 75,591	$ 77,859	$ 80,195	$ 82,600	$ 85,079	$ 87,631	$ 90,260	$ 92,968	$ 95,757	$ 98,629	$ 101,588	$ 104,636	$ 107,775	$ 111,008
DCLK - Court Administrator	0406	123															
District Court Administrator	0443	123															
Habitat Conservation Coordinator	0180	123															
Human Resources Manager	0743	123															
Investigator	0805	123															
Lieutenant JSO (JDC)	9050	123															
Management Analyst	TBD	123															
Parks Superintendent	0181	123															
Public Safety Systems Analyst	0924	123															
Special Programs Coordinator	0106	123															
Strategic Analyst Supervisor	0508	123															
Training Lieutenant (JDC)	TBD	123															
Watershed Coordinator	1173	123															
Assistant Fire Marshal	0986	124	$ 77,059	$ 79,371	$ 81,752	$ 84,204	$ 86,731	$ 89,332	$ 92,012	$ 94,773	$ 97,616	$ 100,544	$ 103,561	$ 106,668	$ 109,868	$ 113,164	$ 116,559
Accounts Payable Manager	0018	124															
Budget & Operations Manager	2373	124															
Development Services Manager	1169	124															
Facility Maintenance Manager	0191	124															
Juvenile Mental Health Manager	9020	124															
Payroll Administrator	0084	124															
Systems Administrator	0930	124															
Asst Chief District Court Bailiff	0906	125	$ 80,912	$ 83,339	$ 85,839	$ 88,415	$ 91,067	$ 93,799	$ 96,613	$ 99,511	$ 102,497	$ 105,572	$ 108,739	$ 112,001	$ 115,361	$ 118,822	$ 122,386
Assistant Elections Administrator	0126	125															
Attorney I	0790	125															
Construction & Environmental Superintendent	1043	125															
Data Center Administrator	0928	125															
Database Administrator	0933	125															
Field Operations Superintendent	1027	125															
Planning & Operations Superintendent	1025	125															
Sr. Budget Analyst	0069	125															
Staff Attorney I	0789	125															
Treasury Services Manager	0076	125															
Asst Judicial Services Director	0898	126	$ 84,957	$ 87,506	$ 90,131	$ 92,835	$ 95,620	$ 98,489	$ 101,444	$ 104,487	$ 107,622	$ 110,850	$ 114,176	$ 117,601	$ 121,129	$ 124,763	$ 128,506
Assistant Auditor - Accounting	0019	126															
Assistant Auditor - Auditing	0026	126															
Environmental Development Manager	1023	126															
Network Engineer	0931	126															
Network Telecom Engineer	0937	126															
Programs Manager GIS/911	1168	127	$ 89,205	$ 91,882	$ 94,638	$ 97,477	$ 100,401	$ 103,413	$ 106,516	$ 109,711	$ 113,003	$ 116,393	$ 119,885	$ 123,481	$ 127,186	$ 131,001	$ 134,931
Assistant Treasurer	0073	127															
Attorney II	0787	127															
Chief District Court Bailiff	0905	127															
Juvenile Facility Assistant Administrator	9010	127															
Public Health Nurse Practitioner	0264	127															
Assistant Emergency Services Directror	0987	128	$ 93,666	$ 96,476	$ 99,370	$ 102,351	$ 105,421	$ 108,584	$ 111,842	$ 115,197	$ 118,653	$ 122,212	$ 125,879	$ 129,655	$ 133,545	$ 137,551	$ 141,678
Assistant Tax Assessor-Collector	0325	128															
Chief Investigator	0795	128															
Civil Engineer	1034	128															
County Court Reporter	0765	128															
District Court Reporter	0895	128															
Fire Marshal	0980	128															
Network Engineer Manager	0936	128															
Attorney III	0786	129	$ 98,349	$ 101,299	$ 104,338	$ 107,469	$ 110,693	$ 114,013	$ 117,434	$ 120,957	$ 124,585	$ 128,323	$ 132,173	$ 136,138	$ 140,222	$ 144,429	$ 148,762
Chief of Staff	0278	129															
IT Operations Manager	0921	129															
IT Technology Infrastructure Manager	0926	129															
Senior Assistant Auditor - Accounting	0023	129															
Senior Assistant Auditor - Auditing	0024	129															
Assistant Chief Juvenile Probation Officer	0955	130	$ 103,266	$ 106,364	$ 109,555	$ 112,842	$ 116,227	$ 119,714	$ 123,305	$ 127,005	$ 130,815	$ 134,739	$ 138,781	$ 142,945	$ 147,233	$ 151,650	$ 156,200
		130															
Assitant Auditor - Accounting Manager	0013	131	$ 108,430	$ 111,683	$ 115,033	$ 118,484	$ 122,039	$ 125,700	$ 129,471	$ 133,355	$ 137,355	$ 141,476	$ 145,720	$ 150,092	$ 154,595	$ 159,233	$ 164,010
Assistant Auditor - Internal Audit Manager	0012	131															

Hays County Civilian Salary Chart Step Plan - Effective 10.01.2026

Market Adjustmet Base Pay Procedures Apply Effective 10.01.2026 - 03/31/2027

Class Title	Job Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Assistant County Clerk	0404	131	$ 108,430	$ 111,683	$ 115,033	$ 118,484	$ 122,039	$ 125,700	$ 129,471	$ 133,355	$ 137,355	$ 141,476	$ 145,720	$ 150,092	$ 154,595	$ 159,233	$ 164,010
Assistant District Clerk	0410	131															
Associate District Judge	0892	131															
Associate Judge Magistrate	0893	131															
Attorney IV	0785	132	$ 113,851	$ 117,267	$ 120,785	$ 124,408	$ 128,140	$ 131,985	$ 135,944	$ 140,023	$ 144,223	$ 148,550	$ 153,006	$ 157,597	$ 162,325	$ 167,194	$ 172,210
Chief Juvenile Probation Officer	0950	132															
Combined Emergency Comm Director	0509	132															
Emergency Services Director	0982	132															
Judicial Services Director	0897	132															
Juvenile Facility Administrator	9000	132															
Assistant Director of Transportation	1024	133	$ 119,544	$ 123,130	$ 126,824	$ 130,629	$ 134,547	$ 138,584	$ 142,741	$ 147,024	$ 151,434	$ 155,977	$ 160,657	$ 165,476	$ 170,441	$ 175,554	$ 180,821
Assistant IT Director	0925	133															
Attorney V	0784	133															
First Assistant Auditor	0010	133															
Attorney VI	0788	134	$ 125,521	$ 129,287	$ 133,165	$ 137,160	$ 141,275	$ 145,513	$ 149,879	$ 154,375	$ 159,006	$ 163,776	$ 168,690	$ 173,750	$ 178,963	$ 184,332	$ 189,862
Elections Administrator	0125	134															
Purchasing Agent	0014	134															
Attorney VII	0791	135	$ 131,797	$ 135,751	$ 139,823	$ 144,018	$ 148,339	$ 152,789	$ 157,372	$ 162,094	$ 166,956	$ 171,965	$ 177,124	$ 182,438	$ 187,911	$ 193,548	$ 199,355
Director of Development Services	1115	135															
Director of Facilities & Resource Management	1171	135															
Director of Parks & Natural Resources	0168	135															
Health Department Director	0115	135															
Human Resources Director	0740	135															
Budget Officer	0080	136	$ 138,387	$ 142,538	$ 146,815	$ 151,219	$ 155,756	$ 160,428	$ 165,241	$ 170,198	$ 175,304	$ 180,563	$ 185,980	$ 191,560	$ 197,306	$ 203,226	$ 209,322
Information Technology Director	0920	136															
Director of Transportation	1026	137	$ 145,306	$ 149,665	$ 154,155	$ 158,780	$ 163,543	$ 168,450	$ 173,503	$ 178,708	$ 184,069	$ 189,592	$ 195,279	$ 201,138	$ 207,172	$ 213,387	$ 219,789
		137															
First Assistant DA	0780	138	$ 152,571	$ 157,149	$ 161,863	$ 166,719	$ 171,720	$ 176,872	$ 182,178	$ 187,644	$ 193,273	$ 199,071	$ 205,043	$ 211,195	$ 217,530	$ 224,056	$ 230,778
		138															
		138															
VACANT GRADE		139	$ 160,200	$ 165,006	$ 169,956	$ 175,055	$ 180,307	$ 185,716	$ 191,287	$ 197,026	$ 202,937	$ 209,025	$ 215,295	$ 221,754	$ 228,407	$ 235,259	$ 242,317
		139															
Deputy County Administator	1106	140	$ 168,210	$ 173,256	$ 178,454	$ 183,808	$ 189,322	$ 195,001	$ 200,852	$ 206,877	$ 213,083	$ 219,476	$ 226,060	$ 232,842	$ 239,827	$ 247,022	$ 254,433
		140															
Auditor	0005	141	$ 176,620	$ 181,919	$ 187,377	$ 192,998	$ 198,788	$ 204,752	$ 210,894	$ 217,221	$ 223,738	$ 230,450	$ 237,363	$ 244,484	$ 251,819	$ 259,373	$ 267,154
County Administrator	1104	142	$ 185,452	$ 191,015	$ 196,746	$ 202,648	$ 208,727	$ 214,989	$ 221,439	$ 228,082	$ 234,924	$ 241,972	$ 249,231	$ 256,708	$ 264,410	$ 272,342	$ 280,512

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Smith

Agenda Item

Call for a Public Hearing on October 13th, 2026 regarding PLN-3049-PC; Los Ranchos, Lot 7, Replat. **SMITH/BERLAD**

Summary

Los Ranchos, Lot 7, Replat seeks to establish two (2) lots across 12.224 acres. The subject property is located along Grande Street in Driftwood and within Precinct 4. Water utility will be accomplished through Individual Private Wells. Wastewater utility will be accomplished through Individual On-Site Sewage Facilities.

Attachments

Agenda Info Packet

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640
(P) 512-393-2150 (Web) www.hayscountytx.gov

Agenda Packet

Meeting Details

- September 29th, 2026
- Commissioner Walt Smith, Precinct 4
- Michael Hembree, County Planner, Hays County Development Services
- PLN-3049-PC; Call for a Public Hearing on October 13th, 2026
- Los Ranchos, Lot 7, Replat

Summary of Item

- **Number of Lots:** 2
- **Acreage:** Approximately 12.224
- **Access to:** Grande Street
- **Water:** Individual Private Wells
- **Wastewater:** Individual On-Site Sewage Facilities

Staff Comments

- Staff have received an application for Administrative Review.
- Hold a public hearing on October 13th, 2026
- No action requested at this time.

Attachments

- Plat
- Location Map

REPLAT ESTABLISHING LOT 7A & LOT 7B
LOS RANCHOS

BEING ALL OF LOT 7, LOS RANCHOS RECORDED IN
VOLUME 2, PAGE 8, PLAT RECORDS, HAYS COUNTY, TEXAS

DRIVEWAY PERMIT STATEMENT

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

GENERAL SURVEY NOTES

1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, ENCUMBRANCES AND ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
4) IMPROVEMENTS NOT SHOWN HEREON NOR WERE LOCATED BY THIS SURVEY.
5) SYMBOLS SHOWN HEREON MAY BE EXAGGERATED AND ARE FOR GRAPHICAL REPRESENTATION ONLY.
6) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 48209C0255G, EFFECTIVE DATE JANUARY 17, 2025, THIS PROPERTY IS LOCATED IN AN AREA DETERMINED TO BE OUTSIDE OF SPECIAL FLOOD HAZARD AREAS.
7) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
8) NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
9) THIS SUBDIVISION LIES WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
10) THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT 1 AND 6.
11) THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
12) ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) OR FEDERAL HIGHWAY ADMINISTRATION (FHWA) APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS.
13) ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
14) THE PURPOSE FOR THIS REPLAT IS TO CREATE TWO LOTS.
15) UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.
16) HAYS COUNTY REQUIRES A TWENTY (25') BUILDING SETBACK LINE ALONG ROADS.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, TRENT A. NELSON AND TREVOR B. NELSON, OWNER OF LOT 7, LOS RANCHOS RECORDED IN VOLUME 2, PAGE 8, PLAT RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED EXECUTED FEBRUARY 28, 2014, AND RECORDED IN VOLUME 4868, PAGE 867, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS LOT 7A AND LOT 7B OF LOS RANCHOS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

TRENT A. NELSON
521 GRANDE ST
DRIFTWOOD, TX 78619-9771

TREVOR B. NELSON
521 GRANDE ST ST
DRIFTWOOD, TX 78619-9771

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRENT A. NELSON & TREVOR B. NELSON, KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, TASHA N. HORNSBY AND BLAKE L. HORNSBY, OWNER OF LOT 7, LOS RANCHOS RECORDED IN VOLUME 2, PAGE 8, PLAT RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED EXECUTED FEBRUARY 28, 2014, AND RECORDED IN VOLUME 4868, PAGE 867, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS LOT 7A AND LOT 7B OF LOS RANCHOS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

TASHA N. HORNSBY
2699 E 118TH CIR.
THORNTON, CO 80233

BLAKE L. HORNSBY
2699 E 118TH CIR.
THORNTON, CO 80233

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TASHA N. HORNSBY & BLAKE L. HORNSBY, KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE.
07/29/2026

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.P.L.S. NO. 6344

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 10.13
0 LOTS LARGER THAN 10.0 ACRES
1 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
1 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE

UTILITIES

ELECTRIC – PEDERNALES ELECTRIC COOP.
WATER – INDIVIDUAL PRIVATE WATER WELLS AND/OR RAINWATER COLLECTION SYSTEM
SEWER – INDIVIDUAL ON-SITE SEWAGE FACILITIES

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

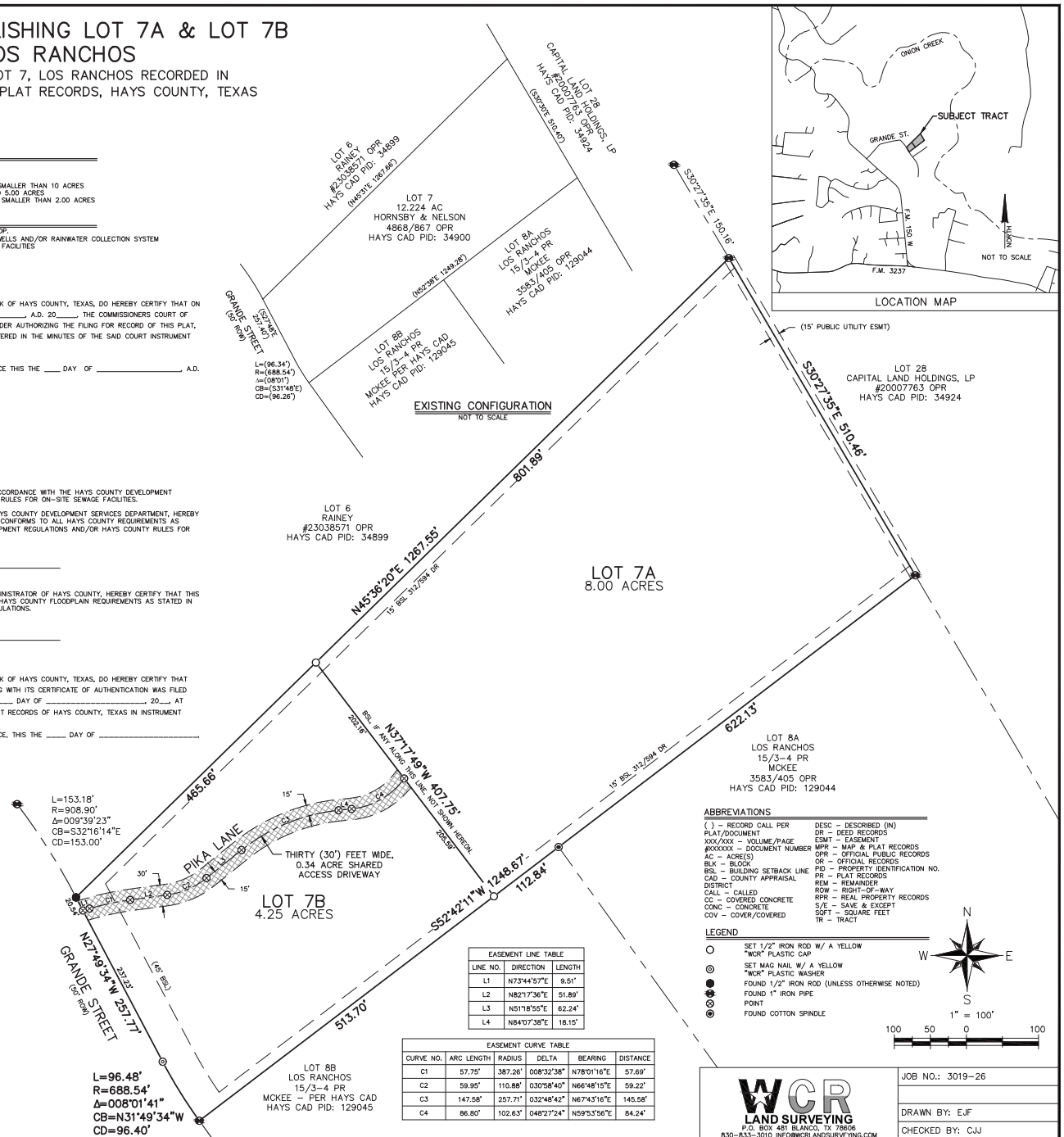
CANDACE BOUTTE INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FORGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, AT _____ O'CLOCK ____.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS



LOCATION MAP

EASEMENT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N73°44'57"E	9.51'
L2	N82°17'36"E	51.89'
L3	N51°18'55"E	62.24'
L4	N84°07'38"E	18.15'

EASEMENT CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	57.75'	387.26'	008°32'38"	N78°01'16"E	57.69'
C2	59.95'	110.88'	030°58'40"	N66°48'15"E	59.22'
C3	147.58'	257.71'	032°48'42"	N67°43'16"E	145.58'
C4	86.80'	102.63'	048°27'24"	N59°53'56"E	84.24'

ABBREVIATIONS

( ) – RECORD CALL PER PLAT/DOCUMENT
XXX/XXX – VOLUME/PAGE #XXXXXX – DOCUMENT NUMBER
AC – ACRE(S)
BLK – BLOCK
BSL – BUILDING SETBACK LINE
CAD – COUNTY APPRAISAL DISTRICT
CALL – CALLED
CC – COVERED CONCRETE
CONC – CONCRETE
COV – COVER/COVERED
DESC – DESCRIBED (IN)
DR – DEED RECORDS
ESMT – EASEMENT
MPR – MAP & PLAT RECORDS
OPR – OFFICIAL PUBLIC RECORDS
OR – OFFICIAL RECORDS
PID – PROPERTY IDENTIFICATION NO.
PR – PLAT RECORDS
REM – REMAINDER
ROW – RIGHT-OF-WAY
RPR – REAL PROPERTY RECORDS
S/E – SAVE & EXCEPT
SQFT – SQUARE FEET
TR – TRACT

LEGEND

- SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- SET MAG NAIL W/ A YELLOW "WCR" PLASTIC WASHER
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND 1" IRON PIPE
- POINT
- FOUND COTTON SPINDLE

N
W E
S

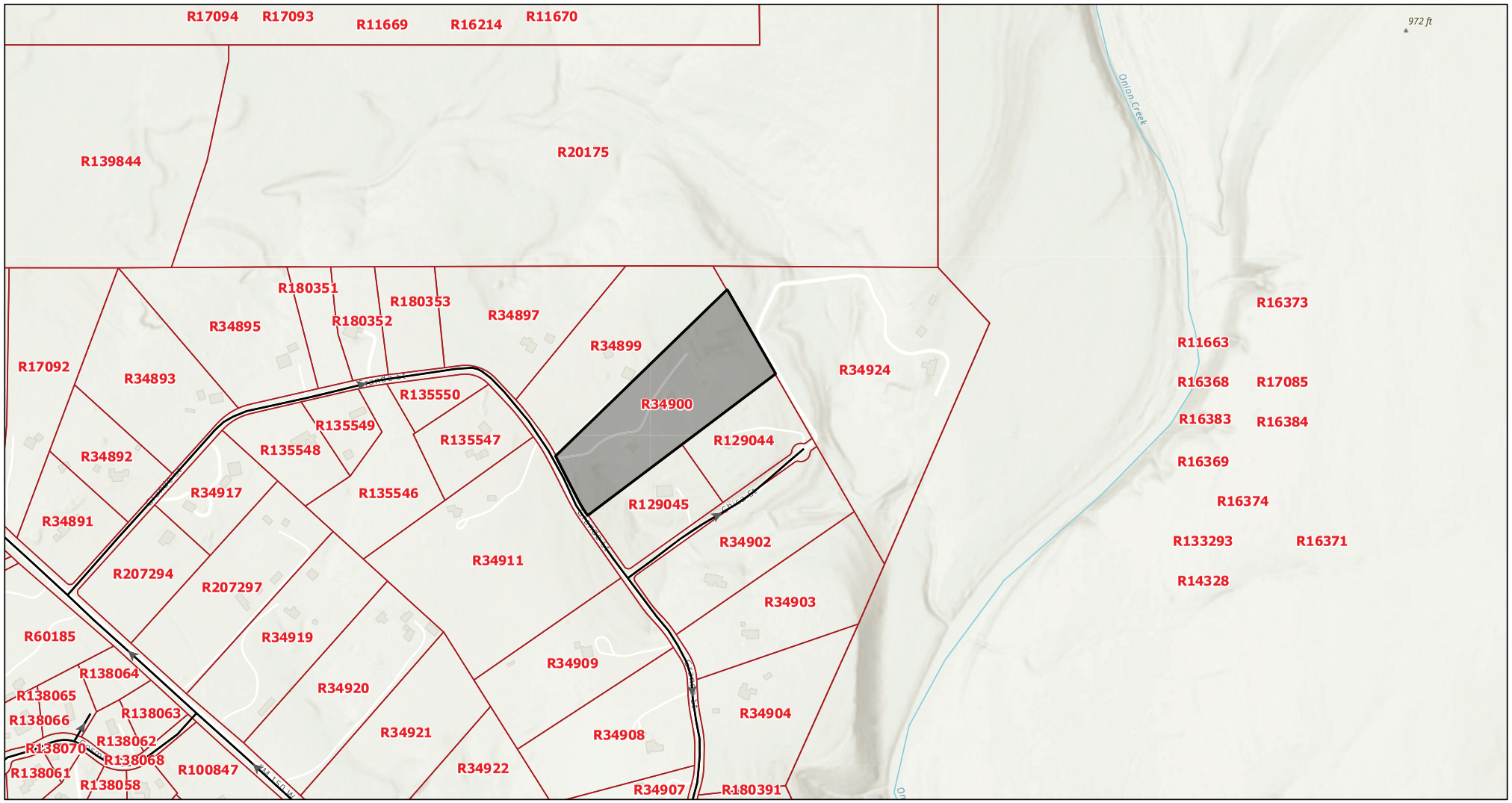
1" = 100'

100 50 0 100

WCR LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
830-833-3010 INFO@WCRLANDSURVEYING.COM
TBPE&LS FIRM #10194135

JOB NO.: 3019-26
DRAWN BY: EJF
CHECKED BY: CJJ
SHEET: 1 OF 1

Hays County Development Services Map



9/15/2026, 2:28:23 PM

1:7,061

0 0.07 0.15 0.3 mi

0 0.1 0.2 0.4 km

Override 1

Override 1

Roads

Hays County Boundary

HaysCADParcels - Web Service

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the execution of a resolution certifying that Hays County has approved a $13,000.00 grant for the Fiscal Year 2027 budget year to Combined Community Action (CAA) in support of providing home-delivered meals to homebound persons in the county that are elderly or disabled. **INGALSBE/BOUTTE/WOODLAND**

Summary

The attached resolution is required by the Texas Department of Agriculture (TDA) in order to document community financial support for this effort. The commitment for this funding was approved and voted on as part of the FY 2027 budget on September 15, 2026.

Attachments

Resolution

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT AND ESTABLISHING ELIGIBILITY FOR THE 2027 HOME-DELIVERED MEAL GRANT PROGRAM

A resolution of the County of Hays(County) Texas, certifying that the County has awarded a monetary grant toCombined Community Action, Inc (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization intends to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require an applicant organization to receive a cash grant from the county in which the home-delivered meal services are provided as a condition of eligibility for Program funding;; and

WHEREAS, the Program rules further require the County to approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has awarded a cash grant to the Organization in the amount of $13,000 for the purpose of supporting home-delivered meal services and satisfying the local grant requirement necessary for the Organization's eligibility to apply for funding under the 2027 Home-Delivered Meal Grant Program. The grant shall be paid and utilized during the period beginning

1t of October 2026 and the 30th of September 2027

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets applicable financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 29 day of September, 2026.

_____

Signature of Authorized Official of the County

Ruben Becerra, Hays County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated July 2026

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Debbie Ingalsbe, Commissioner, Pct. 1

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Authorize payment to Central Texas Alliance for membership dues in the amount of $7,500.00.
INGALSBE/COHEN/BOUTTE

Summary:

The Central Texas Alliance is a coalition of civic, business, economic development, academic and community leaders have come together to support the fast-growing Austin–San Antonio corridor, including the 13-county megaregion with more than 120 cities. The Central Texas Alliance (CTxA) recently formed to address the many opportunities and challenges that come with rapid growth. Membership costs for Hays County are $7,500.00 and include one seat on the Board of Directors and one seat on an Issue Council of the county's choice.

Fiscal Impact:

Amount Requested: $7,500.00
Line Item Number: 001-645-00.5302

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds allocated through the FY27 Annual Budget Process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: must open a PO in FY 2027 for the membership

Auditor's Office

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

Attachments

Membership Guide

AUSTIN · SAN ANTONIO MEGAREGION

EST. MAY 2026 · 501(C)(6)

MEMBERSHIP PROSPECTUS · 2027

One Region.
One Voice.

An invitation to the founding members of the Central Texas Alliance — the first cross-sector coalition built to convene, research, and advocate for one of the fastest-growing megaregions in the nation.

COMMIT BY	PAY 2027 DUES BY	FOUNDING RATE
September 2026	December 2026	Locked through 2028

Prepared for prospective members · Approved by the 34-member Founding Steering Committee

THE OPPORTUNITY

The corridor is becoming one economy. It still speaks with two voices.

The Austin–San Antonio corridor is one of America's most dynamic and underutilized regional opportunities. More than five million people live here today across 13 counties with two major metros and several others growing faster than ever before. Over the next quarter century the region will add three million more Central Texas residents — yet it has never had a unified voice to comprehensively address the challenges no single community can solve alone.

5M → 8.3M

Corridor residents, 2023 to 2050 — adding 3 million in a generation

13

Counties spanning two-plus metros — one emerging economy

+391K

Texans added in a single year (2024–25)

A documented reality

The case for the corridor is one leaders here have discussed for more than two decades: it is one of the country's fastest-growing and most economically significant regions — and it is operating below its potential because it acts as two competing markets rather than one. Austin's Opportunity Austin initiative attracted 827 new companies and 40,400 jobs between 2004 and 2023, with 66 corporate relocations to Texas from 2018–2023. San Antonio's tech sector generated $11 billion in economic impact in 2022 — triple its level in 2000.

The challenge: growth without coordination

Despite shared geography and intertwined economies, Austin and San Antonio remain competitive rather than collaborative. Each pursues its own development agenda. The region lacks a unified voice at the state and federal level, coordinated strategies on issues that cross city and county lines, and a leadership mechanism to act on them. What we accomplish together, we cannot accomplish separately.

THE SOLUTION

The Central Texas Alliance (CTxA)

Formed in May 2026 as a 501(c)(6) nonprofit corporation with founding funding secured and governance in place. Our 34 Founding Steering Committee members represent leaders from San Antonio, Austin, New Braunfels, San Marcos — and many have a presence in multiple areas throughout the surrounding counties.

They are seated, committed, and represent a broad cross-sector coalition of the private sector — instrumental in getting this start-up off the ground. But the only way this works is through a robust network of private *and* public sector leaders. We are now at that stage of recruitment.

Three pillars of operation

PILLAR 01

Convene

Bring elected officials, business leaders, universities, chambers, and community organizations to the same table. Operate by consensus, not voting majorities. Build relationships and trust across all 13 counties.

PILLAR 02

Research

Publish data-driven insight on regional economic health, policy obstacles, and opportunities. The first deliverable: the annual *State of the Central Texas Region* report.

PILLAR 03

Advocate

Speak with one regional voice at the Texas Capitol and in Washington — grounded in regional consensus rather than any single city's or county's interests.

Seven strategic issue areas

Each area is led by an Issue Council with member leadership, a research agenda, and targeted advocacy.

Transportation	High-speed rail, I-35 connectivity, SH-130, advanced air mobility, and multimodal freight and passenger movement
Water Resources	A joint regional water strategy and infrastructure plan that showcases San Antonio's diversification model
Housing	A regional approach to demand and affordability across all 13 counties
Workforce Development	Aligned education and training leveraging two Tier-1 universities and regional employers; closing the attainment gap
Energy & Resilience	Grid reliability and regional demand planning across two complementary energy portfolios
Healthcare	Health-system collaboration, access, and affordability
Land Stewardship & Open Space	Coordination on sustainable land use, conservation priorities, and public-space access

MEMBERSHIP STRUCTURE

A governance-anchored ladder

Membership opens with an entry-level Endorser tier, then builds through a five-name ladder — Advocate, Partner, Leader, Executive, Patron — plus two Anchor sub-tiers for our largest public jurisdictions. Dues attach to a published formula, so what members pay reflects their scale and the governance role they hold.

TIER	ANNUAL DUES	GOVERNANCE RIGHTS	INTENDED FOR	SIGNATURE BENEFIT
Endorser	**$1,000**	—	Smaller chambers and nonprofits seeking a seat at the table	State of the Region report + event invitations
Advocate	**$3,000**	Member input and feedback	Smaller corporates, chambers, EDCs, nonprofits, smaller municipalities	Regional voice, member directory, networking, briefing access
Partner	**$10,000**	Board seat eligibility (3-yr term); Issue Council participation & voting	Mid-market corporates, mid-size cities, most counties, universities	Board seat eligibility + Issue Council participation
Leader	**$25,000**	Guaranteed board seat + one Issue Council slot	Large regional corporates, hospital systems, largest counties/cities, flagship universities	Co-branded research credit + named convening sponsorship
Anchor County	**$30,000**	Leader rights + guaranteed Exec Committee seat	Travis, Bexar	Anchor designation + guaranteed Exec seat
Anchor City	**$50,000**	Leader rights + guaranteed Exec Committee seat	Austin, San Antonio	Anchor designation + guaranteed Exec seat
Executive	**$60,000**	Executive Committee seat eligibility (plus all above)	Fortune 500 regional HQs, major tech, major financial institutions, large utilities	Exec seat eligibility + private CEO/elected-official briefings
Patron	**$100,000**	Executive Committee seat + co-chair eligibility (plus all above)	Top 5–8 anchor employers with significant Central Texas footprint	Co-chair track + named annual report / Issue Council sponsorship

Why a formula, not a negotiation. Each prospect type maps to a tier through a published formula. Any member may voluntarily elect a higher tier to take on the governance seats that come with it.

MEMBERSHIP STRUCTURE

Segment-specific sizing *(recommended)*

CORPORATE (FOR-PROFIT) — BY TEXAS-BASED EMPLOYEES (FTE-EQUIVALENT)

TEXAS EMPLOYEES	TIER	ANNUAL DUES
Under 100	Advocate	**$3,000**
100 – 499	Partner	**$10,000**
500 – 2,499	Leader	**$25,000**
2,500 – 9,999	Executive	**$60,000**
10,000+	Patron	**$100,000**

A corporate may voluntarily elect upward — which is how anchor employers naturally migrate up the ladder over time.

MUNICIPALITIES — $0.085 PER CAPITA · MINIMUM $3,000 · CAPPED AT $25,000

POPULATION	INDICATIVE CITY	ANNUAL DUES
Under 35,000	Bastrop, Boerne, Lockhart	**$3,000**
35,000 – 120,000	San Marcos, Cedar Park, Pflugerville, New Braunfels	**$5,000 – $10,000**
120,000 – 295,000	Round Rock, Georgetown	**$15,000 – $25,000**
295,000+ (Anchor City)	Austin, San Antonio	**$50,000**

The per-capita formula alone would put Austin and San Antonio above $80K each. Anchor City at $50K is deliberate: high enough to reflect flagship scale and meaningful contribution, low enough to keep both cities at the table as early, enthusiastic supporters. In exchange for the premium over the Leader formula, Anchor Cities receive a guaranteed Executive Committee seat.

COUNTIES — BY POPULATION

COUNTY POPULATION	INDICATIVE COUNTIES (13-COUNTY MSA)	ANNUAL DUES
Under 50,000	Bandera, Wilson, Atascosa, Medina, Caldwell	**$3,000**
50,000 – 250,000	Kendall, Hays, Guadalupe, Comal	**$7,500 (Partner)**
250,000 – 750,000	Williamson, Bastrop	**$15,000 (Leader)**
750,000+ (Anchor County)	Travis, Bexar	**$30,000**

OTHER SEGMENTS

Higher Education	$0.25 per full-time enrollment · minimum $3,000 · capped at $15,000. UT Austin, UT San Antonio, and Texas State hit the cap; Texas A&M–San Antonio and UIW land in the middle; community colleges depend on size.
Utilities & Hospital Systems	Treated as corporate by employee count — Austin Energy, CPS Energy, Ascension Seton, University Health.
Nonprofits / Foundations / Chambers / EDCs	Smaller chambers and nonprofits may join at the Endorser entry level ($1,000); the standard rate is the flat Advocate price of $3,000, unless electing upward.
Independent School Districts	A self-nominating ISD (AISD, NEISD, SAISD) is treated as Partner tier.

WHAT MEMBERSHIP DELIVERS

Year 1 benefits matrix

Every commitment below is one CTxA can meet with current capacity and planned growth. Benefits build cumulatively — each tier includes everything beneath it.

Endorser — $1,000

Entry tier for smaller chambers and nonprofits — a seat at the table.

- The published and delivered *State of the Central Texas Region* report.
- Invitations to CTxA convenings and events.

Advocate Tier+ — $3,000 and above

All Endorser benefits, plus:

- Access to 2–3 members-only policy briefings per year (legislative preview, post-mortem, interim updates).
- Listing in the public CTxA Member Directory with logo and link.
- A recognized regional voice, networking, and member input & feedback.
- Early access to the CTxA federal and state policy platform before public release.

Partner Tier+ — $10,000 and above

- Board of Directors seat eligibility — 3-year rotating term, one vote per member organization.
- Voting participation on one Issue Council of choice.
- Name recognition in the Annual Report as a Board-Level Member.
- Two complimentary seats at CTxA's annual signature convening.

Leader Tier+ — $25,000 and above

All Partner benefits, plus:

- Issue Council officer eligibility (Chair or Vice-Chair of one Council).
- Co-branded research-partner credit on one annual research product.
- Named sponsorship of one legislative briefing or regional convening.
- Four complimentary convening seats; priority speaker consideration.

Anchor City & Anchor County — $50K / $30K

All Leader benefits, plus:

- Guaranteed Executive Committee seat (not eligibility-only).
- Named recognition as a CTxA Anchor jurisdiction in all public materials.

Executive Tier+ — $60,000 and above

All Leader benefits, plus:

- Executive Committee seat eligibility (invitation, not guaranteed).
- Two private CEO / elected-official briefings per year, small format.
- Named lead sponsor of one Issue Council for the year.
- Six complimentary convening seats; reserved CEO-level roundtable access.

Patron Tier **$100,000**

All Executive benefits, plus:

- Co-chair track — eligible to be nominated as a CTxA Co-Chair.
- Named sponsor of the annual *State of the Central Texas Region* report.
- Founder-level recognition in perpetuity (when joining in the Founding window).

THE FOUNDING MEMBER OFFER · TIME-BOXED

Join now. Lock the founding rate through 2028.

The Founding Member offer is the single most compelling reason to commit before launch. Simple, time-boxed, and built to clear public-entity legal review.

RATE BENEFIT

Founding rate locked for 2027 & 2028

Members commit and pay in 2026; membership takes effect January 1, 2027. The founding rate holds through the 2027 and 2028 membership years — standard increases resume in 2029.

RECOGNITION BENEFIT

"Founding Member" in perpetuity

On CTxA materials, website, and the Annual Report masthead — with elevated treatment for Founding Patrons and Executives.

GOVERNANCE BENEFIT

Guaranteed first-cohort Board seats

Members at $25K+ receive a guaranteed first-cohort Board seat — normally eligibility only, not guaranteed.

Eligibility

Any organization whose signed membership agreement is received **on or before the end of the full public launch event** (September 2026, San Marcos) qualifies as a Founding Member.

Two dates that matter. Members sign the membership agreement by **September 2026** to secure Founding Member status and lock the founding rate, then pay 2027 dues no later than **December 2026** — confirming Board and Issue Council seats before membership takes effect on **January 1, 2027**.

TIMELINE & NEXT STEPS

The window is now

MAY 2026	JUN–AUG 2026	SEP 2026	DEC 2026	JAN 1, 2027	2027+
Organization formed & funded	Membership outreach & leadership conversations	Public launch event, San Marcos — Founding window closes	2027 dues due · Board & Issue Councils seated	Membership takes effect	Full operations, annual report, active advocacy

How to join

01 **Confirm the tier**

Members match their organization to its formula on the structure pages, or elect a higher tier to take on the governance seats it wants. A co-signer can help.

02 **Sign the membership agreement by September 2026**

This locks Founding Member status, the founding rate through 2028, and — at $25K+ — a guaranteed first-cohort Board seat. ONLINE FORM coming with the CTxA website

03 **Complete the paperwork**

Download CTxA's W-9 and submit payment by ACH. W-9 DOWNLOAD ACH INSTRUCTIONS both provided on the membership page

04 **Pay 2027 dues by December 2026**

Payment confirms the member's seat at the table before the organization's first full operating year begins.

A conversation is coming this summer. Our leadership will reach out to discuss what participation looks like, how each member's expertise adds value, and how CTxA serves members and their communities. The fastest-growing region in Texas — adding three million people over the next 24 years — deserves a unified strategy and voice. *What we accomplish together, we cannot accomplish separately!*

Central Texas Alliance · 501(c)(6) · Austin – San Antonio Megaregion · Founded May 2026

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Hammer

Agenda Item:

Authorize payment to Otis Elevator Company in the amount of $282.50 for repair services, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4) due to exceeding the $100,000 contract value. **HAMMER/CRUMLEY**

Summary:

A service call was requested for troubleshooting of the Courthouse elevator. Facilities and Resource Management is requesting payment of $282.50 to Otis Elevator Company. Funding is available in the FRM operating budget.

A discretionary exemption is required pursuant to Texas Local Government Code 262.024 (a)(4) due to the amount of money paid to this vendor. Hays County had a contract with Otis Elevator Company until June 2026, and is no longer the County's elevator vendor. Therefore, the work that was requested was not covered under a contract.

Fiscal Impact:

Amount Requested: $282.50
Line Item Number: 001-695-00.5451

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: discretionary exemption is required pursuant to Texas Local Government Code 262.024 (a)(4)

Auditor's Office

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

Attachments

Otis Invoice

OTIS

11760 U.S. Hwy 1
West Tower, Suite 103
Palm Beach Gardens, FL 33408

CUSTOMER NO.	DATE	INVOICE NO.
81920970	07/31/26	TA17799001

INVOICE

AMOUNT DUE
282.50

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO:
OTIS ELEVATOR COMPANY
P.O. BOX 730400

DALLAS TX
753730400

GOVERNMENT CENTER
712 S. STAGECOACH TRAIL, SUITE

SAN MARCOS TX
78666

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

TO PAY YOUR INVOICES ONLINE, OR TO SET UP RECURRING PAYMENTS, PLEASE VISIT OUR PAYMENT PORTAL AT:
HTTPS://OTIS.PAYINVOICEDIRECT.COM/

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
** INVOICE CHARGES **

BUILDING REFERENCE	CUSTOMER NO.	DATE	INVOICE NO.
HAYS COUNTY COURTHOUSE 111 E SAN ANTONIO ST SAN MARCOS TX 78666	81920970	07/31/26	TA17799001

DATE OF SERVICE: 07/06/26

CALLER ID# OTHON AGUIRRE-- REQ SVC *RTCB TDY*
DEAD ANIMAL SMELL.--CHECKED OPERATION : CAR IN SERVICE / CHECKED OPERATION--UNIT # G17950 0.5HRS @565/HR REG TIME (1.0) =$282.5

SUBTOTAL	282.50
TAX	.00
FREIGHT	.00
TOTAL AMOUNT DUE	282.50

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: (844-636-6847)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.
OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS. A PROCESSING FEE WILL BE APPLIED TO CREDIT CARD PAYMENTS.

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Tammy Crumley, Director of Facilities and Resource Management

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the transfer of a 2018 Dodge Caravan from the Facilities and Resource Management - Pool fleet to the Facilities and Resource Management - Facilities fleet. **INGALSBE/CRUMLEY**

Summary

The following asset is being requested for transfer from the Facilities and Resource Management pool fleet to the Facilities and Resource Management Facilities Fleet.
2018 Dodge Caravan
VIN: 2C4RDGBG7JR176484
Plate #: 138-5843

Attachments

Asset Transfer Form

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department

***** ONLY ONE GENERAL FIXED ASSET PER FORM *****

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

2018 Dodge Caravan

Fixed Asset County Tag Number:
Plate # 138-5843

Serial Number:
VIN# 2C4RDGBG7JR176484

Department Name:
Facilities and Resource Management - Fleet

Location:
Government Center

Transfer agreed to by Elected Official/Department Head:
Tammy Crumley
(signature)

Date:
09-10-2026

****

To be Completed by Department to which asset is transferred

TRANSFERRED TO
Department Name:
Facilities and Resource Management - Facilities

Location:
Government Center

Transfer accepted by Elected Official / Department Head
Tammy Crumley
(signature)

Date
09-10-2026

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE ☐
Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING ☐
Received at Purchasing By:

Date ________________

To be completed by Purchasing Office Only
ASSET SOLD IN COUNTY AUCTION ON

____
(Auction Date)

****

AUDITOR OFFICE USE ONLY
Fixed Asset System Updated:
Date ______________
Initials ______________

AUDITOR OFFICE USE ONLY
Asset Deleted from System After Auction:
Date ______________
Initials ______________

AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Tammy Crumley, Director of Facilities and Resource Management

Sponsor: Commissioner Hammer

Agenda Item

Authorize a one-time waiver to the disposal fees at the Hays County Recycling and Solid Waste Facility for Wimberley Valley Habitat for Humanity in support of a new residential construction project in Wimberley. **HAMMER/CRUMLEY**

Summary

Facilities and Resource Management requests Commissioners Court approval to waive disposal fees at the Recycling and Solid Waste Facility for Wimberley Valley Habitat for Humanity for construction-related solid waste generated during the construction of a new home in Wimberley. The fee waiver would allow construction-related solid waste generated from the project to be disposed of at the facility at no cost to Habitat for Humanity. This request supports Habitat for Humanity's effort to provide affordable housing to a Hays County resident while utilizing the County's Recycling and Solid Waste Facility for the proper disposal of construction materials and debris.

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: BOUTTE/ GONZALES

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of Amendment No. 2 to the FY24 Department of State Health Services, Center for Health Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (PHIG).
INGALSBE/BOUTTE/GONZALES

Summary:

This amendment does not extend the contract period or alter the total budget. The amendment redistributes funds among budget categories, updates the Statement of Work, Contract Affirmations, and Uniform Terms and Conditions to align with DSHS's updated policies.

Contract number HHS001312000001
Contract period 4/13/2023 - 11/30/2027

Fiscal Impact:

Amount Requested: None
Line Item Number: 120-675-99-185]

Budget Office:

Source of Funds: Department of State Health Services (DSHS) Grant Funds
Budget Amendment Required Y/N?: No
Comments: Funds were allocated for the new amendment during the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 791

Auditor's Office

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

Attachments

Contract
Budget
Budget

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001312000001
AMENDMENT NO. 2

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **HAYS COUNTY HEALTH DEPARTMENT** ("Grantee"), who are collectively referred to herein as the "Parties" to that certain Center for Health Emergency Preparedness and Response Grant Contract effective April 13, 2023 and denominated DSHS Contract No. HHS001312000001 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to redistribute funds among the Budget categories without changing the Contract amount;

WHEREAS, the Parties desire to revise **SECTION IX**, **FEDERAL AWARD INFORMATION,** of the Contract; and

WHEREAS, the Parties desire to revise the Statement of Work, Budget, Contract Affirmations, and Uniform Terms and Conditions.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION IX**, **FEDERAL AWARD INFORMATION**, of the Contract is hereby deleted in its entirety and replaced with the following:

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: RH4DFY1GC2R3

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NE11OE000001

A. Assistance Listings Title, Number, and Dollar Amount:
- CDC's Collaboration with Academia to Strengthen Public Health – 93.967 – $221,478,327.00

B. Federal Award Date: 11/29/2022
C. Federal Award Period: 12/1/2022-11/30/2027
D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention Office of Financial Resources
E. Federal Award Project Description: Texas DSHS Strengthening Public Health Infrastructure, Workforce and Data Systems
F. Awarding Official Contact Information: Lakita Reid; wtl9@cdc.gov; 770-488-2742
G. Total Amount of Federal Funds Awarded to System Agency: $221,478,327.00
H. Amount of Funds Awarded to Grantee: $429,194.00
I. Identification of Whether the Award is for Research and Development: No

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2. **ATTACHMENT A.1, REVISED STATEMENT OF WORK**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A.2, REVISED STATEMENT OF WORK,** which is attached to this Amendment and incorporated into and made part of the Contract.

3. **ATTACHMENT B, BUDGET,** of the Contract is deleted in its entirety and replaced with **ATTACHMENT B.1, REVISED BUDGET,** which is attached to this Amendment and incorporated into and made part of the Contract.

4. **ATTACHMENT C.1, CONTRACT AFFIRMATIONS (V. 2.3),** of the Contract is deleted in its entirety and replaced with **ATTACHMENT C.2, CONTRACT AFFIRMATIONS (V. 2.9), MARCH 2026,** which is attached to this Amendment and incorporated into and made part of the Contract.

5. **ATTACHMENT D.1, UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.3),** of the Contract is deleted in its entirety and replaced with **ATTACHMENT D.2, UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.5), SEPTEMBER 2024,** which is attached to this Amendment and incorporated into and made part of the Contract.

6. This Amendment No. 2 shall be effective as of the date last signed below.

7. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

9. Each Party represents and warrants that the individual executing this Amendment No. 2 on its respective behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 2
DSHS CONTRACT NO. HHS001312000001

DEPARTMENT OF STATE HEALTH SERVICES	**HAYS COUNTY HEALTH DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature:_____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A.2 – REVISED STATEMENT OF WORK
ATTACHMENT B.1 – REVISED BUDGET
ATTACHMENT C.2 – CONTRACT AFFIRMATIONS (V. 2.9), MARCH 2026
ATTACHMENT D.2 – UNIFORM TERMS AND CONDITIONS – GRANT (V. 3.5), SEPTEMBER 2024

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ATTACHMENT A.2
REVISED STATEMENT OF WORK
Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems

I. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Make strategic investments to support hiring, retaining, and training the public health workforce and strengthen public health infrastructure and systems related to the workforce and foundational capabilities, in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (Funding Opportunity Number CDC RFA OE22-2203) program from the Centers for Disease Control and Prevention (CDC).

B. Complete all activities required and allowable under this Contract by November 30, 2027, and complete all reports by the due dates listed in Article III.

C. Perform required activities intended to help meet critical infrastructure needs and make possible strategic investments that will have lasting effects on public health agencies. Recipients should prioritize recruiting and hiring staff who are from the communities and populations served. Required activities include:

1. Recruit and hire new public health personnel (professional, clinical, disease investigation, program and/or administrative); expand recruitment efforts; create new positions; improve hiring incentives; and create new hiring mechanisms. Personnel may be permanent full- or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
2. Retain public health staff, strengthen retention incentives, and create promotional opportunities (e.g., career ladders, succession planning).
3. Support and sustain the public health workforce and strengthen workplace well-being programs and expand engagement with the workforce to address their mental, emotional, and physical well-being.
4. Train new and existing public health infrastructure grant staff and improve the quality and scope of training and professional development opportunities for staff.
5. Strengthen workforce planning, systems, processes, and policies; maintain and upgrade human resource systems; identify ways to better collect and use workforce data; and identify policies that could facilitate more efficient and effective workplace development and management.
6. Strengthen support for implementation of this grant.

D. Agree that funds cannot be used for research, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, to purchase vehicles of any kind (including mobile medical clinics), or to fund an award to another party or provider who is ineligible. Any furniture/cubicle or uniform/scrub purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) intended to influence the enactment or modification of any federal or state legislation or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or any executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.

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E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as may be amended throughout the Grant Agreement term.

F. Maintain an inventory of equipment, supplies defined as controlled assets, and real property that were purchased with grant funds. Grantee shall submit an annual cumulative report of the equipment, controlled assets and other property on HHS System Agency Grantee's Property Inventory Report form to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500.00 or more, but less than $10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled assets are considered supplies. Equipment includes tangible nonexpendable personal property with an acquisition cost of $10,000.00 or more and a useful life of more than one year.

G. For budget transfers, submit a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected.

1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but requires prior approval by System Agency and cannot exceed 25% of the total annual Contract value for each period ending on November 30. If the budget transfer(s) exceeds 25% of the total annual Contract value for a Contract period ending on November 30, alone or cumulatively, a Contract amendment is required.
2. After review, the System Agency Contract Manager shall provide notification of acceptance or disallowance to Grantee via email. If approved, the revised budget shall be deemed incorporated into the Contract.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

System Agency will develop performance measures in collaboration with the Grantee**.**

III. REPORTING REQUIREMENTS

A. Grantee shall be required to submit the reports detailed below, together with any additional reports requested by System Agency as necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency.

B. Grantee will provide and submit written reports, by electronic mail, in the format specified by System Agency. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, Contract or purchase order number, dates services were

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completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received. Submit local health entity Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems progress reports and spend plans within the established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports must include status updates on program activities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due dates provided by System Agency or upon request constitutes breach of contract and may result in delay of payment or cancellation of the Grant Agreement. Reports should be sent electronically to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager.

Report	**Frequency**	**Due Date**
Program and Financial Progress Reports	Twice per calendar year	June 10 and December 10
Final Performance Report	End of Contract	December 30, 2027
Invoices/Requests for Reimbursement	Once per month	The last business day of the month following the month in which expenses were incurred
Grantee's Property Inventory Report	Once per year	October 15 annually through 2027

C. Submit the final performance report listed above that describes progress toward achieving the objectives and deliverables contained in this Contract to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager by December 30, 2027 (30 days after end of Contract period), using the template provided by System Agency.

IV. INVOICE AND PAYMENT

A. Grantee shall submit requests for reimbursement of required services/deliverables monthly using the State of Texas Purchase Voucher (Form B-13), together with supporting documentation as directed by System Agency. Forms should be mailed, faxed or e-mailed to the addresses below. Invoices will be due the last business day of the month following the month in which expenses were incurred. Grantee must submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment.

B. Grantee shall submit a Financial Status Report (FSR) twice per calendar year for the term of the Contract, beginning on the effective date of the Contract through November 30, 2027.

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Contract Year	FSR Period 1	FSR 1 Due Dates	FSR Period 2	FSR 2 Due Dates
1	Effective Date - May 31, 2023	June 30, 2023	June 1, 2023 - November 30, 2023	December 30, 2023
2	December 1, 2023 - May 31, 2024	June 30, 2024	June 1, 2024 - November 30, 2024	December 30, 2024
3	December 1, 2024 - May 31, 2025	June 30, 2025	June 1, 2025 - November 30, 2025	December 30, 2025
4	December 1, 2025 - May 31, 2026	June 30, 2026	June 1, 2026 - November 30, 2026	December 30, 2026
5	December 1, 2026 - May 31, 2027	June 30, 2027	June 1, 2027 - November 30, 2027	December 30, 2027

All reporting documents must be submitted by e-mail, fax, or mail. E-mail is preferred, but fax or mail is acceptable.

1. For submission by mail, use address below:
   Department of State Health Services
   Claims Processing Unit, MC 1940
   P.O. Box 149347
   Austin, TX 78714-9347

2. For submission by fax, use number below:
   (512) 458-7442

3. For submission by e-mail, see requirements below:
   a. Form B-13 with supporting documentation must be sent to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the System Agency Contract Manager.
   b. FSR must be sent to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the System Agency Contract Manager.

C. Grantee will be reimbursed monthly in accordance with **ATTACHMENT B.1, REVISED BUDGET**, subject to all Contract requirements, applicable law and governing regulations. Grantee shall include required and appropriate documentation with all reimbursement requests.

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ATTACHMENT B.1
REVISED BUDGET

Budget Categories	Funding Year 1 (04/13/2023 – 11/30/2023)	Funding Year 2 (12/1/2023 – 11/30/2024)	Funding Year 3 (12/1/2024 – 11/30/2025)	Funding Year 4 (12/1/2025 – 11/30/2026)	Funding Year 5 (12/1/2026 – 11/30/2027)	Summary
Personnel	$7,364.00	$77,497.00	$77,382.00	$80,503.00	$55,787.00	$298,533.00
Fringe Benefits	$1,564.00	$28,321.00	$30,477.00	$29,140.00	$29,880.00	$119,382.00
Travel	$0.00	$0.00	$0.00	$109.00	$2,795.00	$2,904.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$404.00	$135.00	$250.00	$0.00	$789.00
Contractual	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$5,120.00	$2,466.00	$7,586.00
Total Direct Costs	**$8,928.00**	**$106,222.00**	**$107,994.00**	**$115,122.00**	**$90,928.00**	**$429,194.00**
Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Sum of Direct and Indirect Costs	**$8,928.00**	**$106,222.00**	**$107,994.00**	**$115,122.00**	**$90,928.00**	**$429,194.00**

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HEALTH AND HUMAN SERVICES
Contract Number HHS001312000001

Attachment C.2 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

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All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

   1. Name of individual(s) (Contractor or employee(s));
   2. Status;
   3. The nature of the previous employment with HHSC or the other State of Texas agency;
   4. The date the employment was terminated and the reason for the termination; and
   5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

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or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

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provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

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China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

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c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

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55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

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TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.5

Published and Effective – September 2024

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules; the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

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"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

    No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

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2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

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criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement.

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends federal funds awarded of at least $750,000 for audit periods beginning before October 1, 2024 (beginning on or after October 1, 2024, at least $1,000,000), Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least $750,000 in state funds awarded or other amount specified in the TxGMS, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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4.3 Submission of Audits and Financial Statements

A. Audits.
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. Warranty, Affirmations, Assurances and Certifications

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;
ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

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5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

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C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.

B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.

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C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
    i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
    ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

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7.3 Property Rights upon Termination or Expiration of Contract

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 Equipment and Property

All equipment and property acquired by Grantee, with funds awarded under this Grant Agreement, are subject to all applicable laws and governing authority including, but not limited to, applicable provisions of 2 CFR 200 and TxGMS. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. Record Retention, Audit, And Confidentiality

8.1 Record Maintenance and Retention

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 Agency's Right to Audit

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency

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providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.
C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

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8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

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9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

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10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. General Provisions

11.1 Amendments

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 No Quantity Guarantees

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 Child Abuse Reporting Requirements

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

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i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or

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the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit

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arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

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11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 No Third Party Beneficiaries

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 Binding Effect

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Certificate Of Completion

Envelope Id: A1D451EF-B7F1-8BEA-8358-3615E16DCF12
Status: Sent
Subject: Please Sign:$429,194.00 HHS001312000001 Hays County CPS/PHIG A.2
Source Envelope:
Document Pages: 49
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.10

Record Tracking

Status: Original
9/3/2026 3:41:09 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Judge Ruben Becerra judge.becerra@co.hays.tx.us Hays County Judge Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/9/2026 9:14:21 AM Viewed: 9/9/2026 12:42:47 PM
Michael Montgomery Michael.Montgomery1@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patricia Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Dave Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Genevieve Kitts genevieve.kitts@hayscountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/9/2026 9:14:21 AM Viewed: 9/9/2026 9:16:18 AM
Kristiana Flores Kristiana.Flores@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/9/2026 9:14:21 AM

Payment Events	Status	Timestamps

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hays County Health Department**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (5)	Other Funds (6)
A. Personnel	$55,787	$55,787				
B. Fringe Benefits	$29,880	$29,880				
C. Travel	$109	$109				
D. Equipment	$0	$0				
E. Supplies	$381	$381				
F. Contractual	$0	$0				
G. Other	$4,770	$4,770				
H. Total Direct Costs	$90,927	$90,927				
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$90,927	$90,927				

TEXAS Department of State Health Services

FY2022

Contract Type: CPS/PHIG (Year 5)

Applicant Information

Legal Name of Applicant Agency:	Hays County Health Department
Mailing Address:	
Street / PO Box:	712 S. Stagecoach Trail Ste 1045
City:	San Marcos, TX
Zip:	78666
Payee Name:	Hays County Treasurer
Payee Mailing Address:	
Street / PO Box:	712 S. Stagecoach Trail, Suite 1094
City:	San Marcos, TX
Zip:	78666
State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code)**:**	17460022415002
UEI Code (This is a required field, if receiving federal funding. The Unique Entity Identification code can be located on Sam.gov):	RH4DFY1GC2R3

Type of Entity (Choose one)

City:	☐ Click on appropriate box
County:	☑
Other Political Subdivision:	☐

Project Period

Start Date:	12/1/2022
End Date:	11/30/2027

Counties Served

County(ies) Served:	Hays
Amount of Funding Allocated:	$429,194.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Phone:	512-878-6673	Ext:		712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Fax:				
E-mail:	tammy.crumley@co.hays.tx.us			
B-13/FSR Rep:	Carmen Glover			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2857	Ext:		712 S. Stagecoach Trail, Ste 1071 San Marcos, TX 78666
Fax:				
E-mail:	carmen.glover@co.hays.tx.us			
PHEP (HAZARDS) Program Leader:				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
SNS (CRI) Coordinator:				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
Authorized Signatory for **DocuSign**	Ruben Becerra			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2205	Ext:		111 E. San Antonio St., Ste. 300, San Marcos, TX 78666
Fax:				
E-mail:	judge.becerra@co.hays.tx.us			
Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**				
Phone:		Ext:		
Fax:				
E-mail:				
DocuSign "CC" Person	Simone Corprew			
Phone:	512-749-1161	Ext:		
Fax:				
E-mail:	simone.corprew@co.hays.tx.us			
Emergency Contact	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Cell Phone:	512-878-6673	Ext:		712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Fax:				
E-mail:	tammy.crumley@co.hays.tx.us			

PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

PERSONNEL Name + Functional Title	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Gabriel Guel - Epidemiologist	N	TB Epidemiologist for Hays County	0.47		$5,288	9	$22,368
Sofia Fitterer - Community Outreach Specialist	N	Community Outreach Specialist to educate and connect the population with public health resources	0.47		$3,792	9	$16,040
Marissa Lozano - Community Outreach Specialist	N	Community Outreach Specialist to educate and connect the population with public health resources	0.48		$4,023	9	$17,379
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS			$0
					SalaryWage Total		$55,787

FRINGE BENEFITS **Itemize the elements of fringe benefits in the space below:**

Fica 6.2% = $3459 Medicare 1.45% = $809 Retirement 12.65% = $7057 Medical, Dental & Life Insurance $ $18605

Total Number of FTEs:	**1.42**		**Fringe Benefit Rate %**	53.56%
			Fringe Benefits Total	$29,880

SUPPLIES Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item **Provide estimated quantity and cost**	**Purpose & Justification**	**Total Cost**
Office Supplies	General office supplies such as pens, paper, notebooks, highlighters, post-its, etc.	$381
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$381**

Revised: 3/25/2014

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Mileage for Outreach Specialists to travel to and from outreach events	150	$0.725	$109		$109
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $109

Other / Local Travel Costs: $109 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$109**

Indicate Policy Used: **Respondent's Travel Policy** X **State of Texas Travel Policy**

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hays County Health Department**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (5)	Other Funds (6)
A. Personnel	$80,503	$80,503				
B. Fringe Benefits	$29,140	$29,140				
C. Travel	$109	$109				
D. Equipment	$0	$0				
E. Supplies	$250	$250				
F. Contractual	$0	$0				
G. Other	$5,120	$5,120				
H. Total Direct Costs	$115,122	$115,122				
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$115,122	$115,122				

TEXAS Department of State Health Services

FY2022

Contract Type: CPS/PHIG (Year 4)

Applicant Information

Legal Name of Applicant Agency:	Hays County Health Department
Mailing Address:	
Street / PO Box:	712 S. Stagecoach Trail Ste 1045
City:	San Marcos, TX
Zip:	78666
Payee Name:	Hays County Treasurer
Payee Mailing Address:	
Street / PO Box:	712 S. Stagecoach Trail, Suite 1094
City:	San Marcos, TX
Zip:	78666
State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code)**:**	17460022415002
UEI Code (This is a required field, if receiving federal funding. The Unique Entity Identification code can be located on Sam.gov):	09-7494884

Type of Entity (Choose one)

City:	☐ Click on appropriate box
County:	☑
Other Political Subdivision:	☐

Project Period

Start Date:	12/1/2022
End Date:	11/30/2027

Counties Served

County(ies) Served:	Hays
Amount of Funding Allocated:	$429,194.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Phone:	512-878-6673	Ext:		712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Fax:				
E-mail:	tammy.crumley@co.hays.tx.us			
B-13/FSR Rep:	Carmen Glover			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2857	Ext:		712 S. Stagecoach Trail, Ste 1071 San Marcos, TX 78666
Fax:				
E-mail:	carmen.glover@co.hays.tx.us			
PHEP (HAZARDS) Program Leader:				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
SNS (CRI) Coordinator:				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
Authorized Signatory for **DocuSign**	Ruben Becerra			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2205	Ext:		111 E. San Antonio St., Ste. 300, San Marcos, TX 78666
Fax:				
E-mail:	judge.becerra@co.hays.tx.us			
Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**				
Phone:		Ext:		
Fax:				
E-mail:				
DocuSign "CC" Person	Simone Corprew			
Phone:	512-749-1161	Ext:		
Fax:				
E-mail:	simone.corprew@co.hays.tx.us			
Emergency Contact	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Cell Phone:	512-878-6673	Ext:		712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Fax:				
E-mail:	tammy.crumley@co.hays.tx.us			

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Travel to and from outreach events for the epidemiologist and community outreach positions. The Epidemiologist performs patient outreach. The	150	$0.725	$109		$109
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $109

Other / Local Travel Costs: $109 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$109**

Indicate Policy Used: **Respondent's Travel Policy** Hays County T **State of Texas Travel Policy**

Revised: 3/25/2014

PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

PERSONNEL Name + Functional Title	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Gabriel Guel - Epidemiologist	N	TB epidemioligst for Hays County	0.52		$5,211	12	$32,204
Sofia Fitterer - Community Outreach Specialist	N	Conducts community outreach in Hays County for residents and stakeholders	0.52		$4,222	10	$21,954
Marissa Lozano - Community Outreach Specialist	N	Conducts community outreach in Hays County for residents and stakeholders	0.52		$4,222	12	$26,345
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS			$0
					SalaryWage Total		$80,503

FRINGE BENEFITS Itemize the elements of fringe benefits in the space below:

Fica 6.2% = $4464 Medicare 1.45% = $1044 Retirement 12.16% = $8755 Medical, Dental & Life Insurance $11,800

Total Number of FTEs:	**1.56**		**Fringe Benefit Rate %**	36.20%
			Fringe Benefits Total	$29,140

SUPPLIES Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item **Provide estimated quantity and cost**	**Purpose & Justification**	**Total Cost**
General office supplies	General office supplies such as pens, paper, notebooks, highlighters, post-its, etc.	$250
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$250**

Revised: 3/25/2014

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Printing	Printing funds for the outreach speacialists to print flyers, brochures, etc., related to Hays County Health Department sponsored events.	$800
AT&T	Funding for one Outreach Specialist's mobile phone monthly service ($60 per month for 12 months)	$720
Adobe Membership	Required software for Outreach Specialist (Sofia Fitterer)	$250
Uniforms	Uniforms included Health Department t-shirt, polo, anf scrubs for the outreach specialists and epidemiologist	$350
Periodicals and other required subscriptions	Medical journals and subscriptions that are required to have on hand for the Epidemiologist	$315
NACCHO 360 Conference Registration (Virtual)	Registration fees to attend the NACCHO 360 Conference virtually in July 2027. Will be attended by Epidemiologist G. Guel, Community Outreach Specialists M. Lozano and S. Fitterer	$2,685
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$5,120**

Revised: 3/25/2014

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Elaine Brown, Mental Health Court Judge

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Authorize the execution of a First Amendment to the subrecipient agreement between Hays County and Hill Country MHDD related to the Substance Abuse and Mental Health Administration, Assisted Outpatient Treatment grant program.
INGALSBE/COHEN/BOUTTE/BROWN

Summary:

This budget amendment does not increase or reduce the total dollar amount of the agreement. Unused funds were reallocated to new line items to cover increase funding for mileage, medication assistance, cell phone service, and car insurance.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-612-99-219.5448

Budget Office:

Source of Funds: Substance Abuse and Mental Health Services Administration (SAMHSA) Assisted Outpatient Treatment (**AOT**) grant
Budget Amendment Required Y/N?: No
Comments: No line item budget amendment needed on the general ledger due to all Hill Country MHDD expenditures being accounted for in contract services.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Subrecipient Agreement, and Texas Government Code, Chapter 791

Auditor's Office:

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

Attachments

Letter Amendment
Budget Exhibit A
Subrecipient Agreement

FIRST AMENDMENT TO
THE HAYS COUNTY SUBRECIPIENT AGREEMENT WITH HILL COUNTRY MENTAL HEALTH DEVELOPMENTAL DISABILITIES CENTERS
YEAR 2

This First Amendment to the Hays County Subrecipient Agreement with Hill Country Mental Health Developmental Disabilities Centers, Year 2 ("First Amendment") related to the Assisted Outpatient Treatment ("AOT") Program, executed on or about the _17th __ of __December_____, _2025__ is made this 29th day of September, 2026, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Hill Country Community MHMR Center, a unit of local government under Texas Health and Safety Code Chapter 534 (hereinafter referred to as "HCCMHMRC"), and is effective as of September 30, 2025. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

The following section(s) are amended and restated:

REPLACE EXHIBIT A OF THE AGREEMENT WITH THE ATTACHED EXHIBIT A

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This First Amendment to the Agreement hereby executed this 29th day of September, 2026, as is evidenced by the authorized signatures of the Parties, below and is considered effective the 30th day of September, 2025.

HILL COUNTRY COMMUNITY MHMR CENTER

_____
NAME: _____
TITLE:_____

HAYS COUNTY

_____
HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE H. CARDENAS MBA PhD
HAYS COUNTY CLERK

EXHIBIT A

Year 2 Subrecipient Budget

Exhibit A

Year 2 Subrecipient Budget			
Line		Item	Approved Budget
PERSONNEL			
1		Wages	$ 105,292.00
2		Fringe Benefits	$ 33,167.00
3		***SUBTOTAL PERSONNEL***	**$138,459.00**
OPERATIONS			
4		Travel	$1,340.00
5		Supplies	$319.00
6		Medication Assistance	$2,500.00
7		UTHSCSA CME Contract	$3,172.00
8		Cell Phone	$1,350.00
9		Car Insurance	$1,150.00
10		***SUBTOTAL OPERATIONS***	**$ 9,831.00**
11		***Personnel and Operations Subtotal***	***$148,290.00***
INDIRECT COST			
12		Administration – 15% de minimus	$22,244
13		**SUBTOTAL INDIRECT COST**	**$22,244**
		TOTALS	**$170,534.00**

HAYS COUNTY SUBRECIPIENT AGREEMENT
WITH HILL COUNTRY MENTAL HEALTH DEVELOPMENTAL DISABILITIES CENTERS
YEAR 2

This Subrecipient Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "COUNTY") located at 712 S. Stagecoach Trial, Suite 1071, Texas 78666, and the **Hill Country Community MHMR Center** ("HCCMHMRC"), a unit of local government under Texas Health and Safety Code Chapter 534, located at 1200 N Bishop St., Suite 200, San Marcos, Texas 78666.

RECITALS

WHEREAS, HCCMHMRC and the County desire to enter into a subrecipient agreement pursuant to which the County will provide a One Hundred Seventy Thousand Five Hundred Thirty Four Dollars and No Cents ($170,534.00) subaward from the FY26 Substance Abuse and Mental Health Services Administration (SAMHSA) Assisted Outpatient Treatment (AOT) Program grant award;

WHEREAS, HCCMHMRC and the County, acting through the Hays County Mental Health Court, desire to enter into a subrecipient agreement pursuant to which the Assisted Outpatient Treatment Program Administrator ("Program Administrator") will be a Hays County Mental Health Court employee officed in Hays County facility located at 712 S. Stagecoach Trail, San Marcos, Texas 78666 under the terms and conditions stated herein;

WHEREAS, HCCMHMRC and the County, acting through the Hays County Mental Health Court, desire to enter into a Memorandum of Understanding and subrecipient agreement pursuant to which HCCMHMRC will use specified grant funds to hire ONE (1) Assisted Outpatient Treatment Care Coordinator ("Care Coordinator") and ONE (1) AOT Program Lead Evaluator who will be officed in HCCMHMRC facility located at 1200 N Bishop St. in San Marcos, Texas;

WHEREAS, HCCMHMRC and the County, have agreed to a cooperative approach in response to the substance abuse and mental health needs of the Hays County community, in which the Assisted Outpatient Treatment Program Administrator's and Care Coordinator's positions are integral parts;

NOW, THEREFORE, the County and HCCMHMRC agree as follows:
Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is September 30, 2025.

2. **Term.** The initial term of this Agreement is from the Effective Date to provide funding through September 29, 2026, unless terminated by either party pursuant to paragraphs 4.37 and 5.6. After September 29, 2026, the contract must be revisited by the County Commissioner's Court for potential renewal or additional funding at that time.

I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, HCCMHMRC's efforts to meet the additional needs

and services of the community, specifically staffing costs, fringe benefits, additional contract services, travel costs, supplies and related equipment and additional financial assistance, all incurred due to the delivery of public health and safety operations for Hays County residents

1.2 Use of Funds. HCCMHMRC understands that the funds provided to it by the County will be used solely for the program services as more particularly described in **Exhibit "A**", attached hereto and incorporated herein ("Year 2 Subrecipient Budget").

1.3 Distribution of AOT Funds. The County will pay AOT funds during the period that begins on the Effective Date and ends on September 29, 2026. All funding will comply with AOT program guidelines and services described in **Exhibit " A"** as attached.

HCCMHMRC agrees to accept the not- to- exceed amount of $170,534 that will be disbursed from AOT Funds.

II.

HCCMHMRC PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and HCCMHMRC agree that HCCMHMRC (Unique Entity Identifier DCHYB866LFF5) is a Subrecipient as described in 2 C.F.R. § 200.93 (Reserved by 86 FR 10439, Subrecipient as defined in 2 C.F.R. § 200.0). A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. HCCMHMRC, as a subrecipient, will be responsible for administering the expenditures of the AOT funds (Assistance Listing Number–ALN 93.997 Federal Award Identification Number (FAIN) H79SM089836 awarded by United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Mental Health Services to Hays County on September 13th, 2024) consistent with the terms and conditions of this Agreement and the AOT program. As a Subrecipient, HCCMHMRC will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the AOT program and other federal laws.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. HCCMHMRC agrees to comply with the above.

2.3 Allowable Expenditures. HCCMHMRC agrees to comply with all applicable federal, state, and local laws and regulations governing the expenditure of funds under this Agreement. HCCMHMRC shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on **Exhibit "A"**, attached hereto and incorporated herein. HCCMHMRC may elect to take the 15% de minimis indirect cost rate allowed by 2 C.F.R. Part 200. Despite this agreed upon payment, HCCMHMRC agrees to return to the County the amount representing the prorated amount of the funds unearned if HCCMHMRC's project progress is insufficient or this agreement is terminated for any reason or if HCCMHMRC fails in any other respect under this agreement.

2.4 County Audit. HCCMHMRC agrees to allow the County to review records to determine their compliance with the terms of this Agreement. HCCMHMRC, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of HCCMHMRC's invoices, the County will endeavor to pay the Allowable Expenditures in accordance with the Texas Prompt Payment Act, but in any event no more than once monthly. The County shall have no obligation to pay HCCMHMRC any Allowable Expenses over $170,534 from AOT Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TO ASSISTED OUTPATIENT TREATMENT (AOT) PROGRAM (A.L.N. 93.997)

4.1 Use of Funds.

a. HCCMHMRC understands and agrees that the funds disbursed under this award may only be used on allowable expenses in accordance with the AOT program and subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and Section 224 of the Protecting Access to Medicare Act of 2014.
- The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- 45 C.F.R. Part 75, amended to 2 C.F.R. parts 200 and 300 as applicable.
- The HHS Grants Policy Statement.

b. HCCMHMRC will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

c. Any program income received through charges for services will be added to the funds committed to the project to further the eligible project objectives.

4.2 Scope of Activities; Budget.

a. Activities. HCCMHMRC shall provide and administer the AOT activities with the provisions of this Agreement (hereinafter "Activities").

i. Such Activities shall include those activities included in the Year 2 Subrecipient Budget attached to this Agreement as **Exhibit "A"**.

ii. HCCMHMRC shall make no unauthorized changes in the AOT Activities as approved by the County in accordance with Section V of this Agreement.

b. Budget. HCCMHMRC has submitted for approval to the County a detailed Invoice for Reimbursement; which, in its approved form, is attached hereto as **Exhibit "B"** (hereinafter "Invoice"). The County will pay to HCCMHMRC AOT funds consistent with their Budget and in accordance with applicable County procedures, if any. All payments made by HCCMHMRC will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

4.3 Period of Performance. The period of performance for this award is effective September 30, 2025 and ends on September 29, 2026.

4.4 Reporting. HCCMHMRC agrees to comply with any reporting obligations established by SAMHSA as they relate to this award.

4.5 Payment

a. Amount of Grant. The amount to be paid to HCCMHMRC for the provision and administration of Activities under this Agreement shall be the total budget amount included in the Year 2 Subrecipient Budget, or **Exhibit "A"**, payable as follows: drawdowns for the payment of eligible expenses shall be made upon **Exhibit "B"**, reviewed and approved by Hays County Auditor's Office for eligibility under the grant and for compliance with the terms of this Agreement.

b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to HCCMHMRC as a reimbursement and shall be expressly contingent upon (i) HCCMHMRC submitting a request on **Exhibit "B"**, that (a) states costs of personnel, fringe benefits, travel, supplies and equipment, and contracted services to address mental health in Hays County, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, contracts, invoices, labor reporting, and canceled checks paid by HCCMHMRC during the preceding month, and (ii) review, approval and audit of the **Exhibit "B"** by the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.

4.6 Maintenance of and Access to Records

a. HCCMHMRC shall maintain records and financial documents sufficient to evidence compliance with AOT program and all terms and conditions of this Agreement.

b. HCCMHMRC shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Hays County, Texas, the Texas State Auditor's Office, the US Department of Health and Human Services, SAMHSA, and the US Government Accountability Office. HCCMHMRC agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

c. Records shall be maintained by HCCMHMRC for a period of five (5) years after all funds have been expended or returned to SAMHSA, or in accordance with the Texas Public Information Act, whichever is later.

4.7 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458 and 45 C.F.R. § 75 (amended to 2 C.F.R. parts 200 and 300), may not be paid with funding from this award.

4.8 Administrative Costs. HCCMHMRC may use funds provided under this award to cover direct costs.

4.9 Cost Sharing. Cost sharing or matching funds are not required to be provided by HCCMHMRC.

4.10 Conflicts of Interest. HCCMHMRC understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and 45 C.F.R. § 75.112 (amended to 2 C.F.R. § 300.112) and that such conflict-of-interest policy is applicable to each activity funded under this award. HCCMHMRC and subrecipients must disclose in writing to SAMHSA or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4.11 Marijuana Restriction. SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. § 75.300(a), amended to 2 C.F.R. § 200.300 (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10); and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

4.12 Compliance with Applicable Law and Regulations.

a. HCCMHMRC agrees to comply with the requirements of section 224 of the Protecting Access to Medicare Act of 2014. HCCMHMRC also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and HCCMHMRC shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Parts 200 and 300, and other than such provisions as SAMHSA may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by SAMHSA. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180.

iv. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

v. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

vi. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

vi. Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, the CONTRACTOR does not boycott Israel and agrees that it will not boycott Israel during the term of this AGREEMENT.

4.13 Remedial Actions. In the event of HCCMHMRC's noncompliance with Section 224 of the Protecting Access to Medicare Act of 2014, other applicable laws, SAMHSA's implementing regulations, guidance, or any reporting or other program requirements, SAMHSA may impose additional conditions.

4.14 Hatch Act. HCCMHMRC agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

4.15 False Statements. HCCMHMRC understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4.16 Non-Supplant. Federal award funds must supplement, not replace (supplant) non-federal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

4.17 Mandatory Disclosures. HCCMHMRC must disclose, in a timely manner, in writing to the Hays County Auditor's Office and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

4.18 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number H79SM089836 awarded to Hays County, Texas by the U.S. Department of Health and Human Services".

4.19 Promotional Items. SAMHSA grant funds may not be used for Promotional Items. Promotional

items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

4.20 Trafficking Victims Protection Act of 2000 (22 U.S.C. 7101-7115) as amended, and 2 C.F.R. 175. The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b. Procure a commercial sex act during the period of time that the award is in effect; or,

c. Use forced labor in the performance of the award or subawards under the award.

4.21 Debts Owed the Federal Government.

a. Any funds paid to HCCMHMRC (1) in excess of the amount to which HCCMHMRC is finally determined to be authorized to retain under the terms of this award; (2) that are determined by a Federal Agency to have been misused; or (3) that are determined by a Federal Agency to be subject to a repayment obligation and have not been repaid by HCCMHMRC shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by HCCMHMRC. A debt is delinquent if it has not been paid by the date specified in the Federal Agency's initial written demand for payment, unless other satisfactory arrangements have been made or if the HCCMHMRC knowingly or improperly retains funds that are a debt.

4.22 Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to HCCMHMRC or third persons for the actions of HCCMHMRC or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by HCCMHMRC does not in any way establish an agency relationship between the United States and HCCMHMRC.

4.23 Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, HCCMHMRC may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Department of Health and Human Services or SAMHSA employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of HCCMHMRC, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. HCCMHMRC shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.24 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), HCCMHMRC should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

4.25 Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), HCCMHMRC should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and HCCMHMRC should establish workplace safety policies to decrease accidents caused by distracted drivers.

4.26 Executive Pay. The Consolidated Appropriations Act, 2023 (Public Law No: 117-328) restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Office of Personnel Management released new salary levels for the Executive Pay Scale and effective January 1, 2024, the salary limitation for Executive Level II is $221,900.

4.27 Rights in Data and Publications. As applicable, HCCMHMRC agrees to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property, and copyrights as described in 45 C.F.R. § 75.322, amended to 2 C.F.R. § 200.315, and the HHS Grants Policy Statement. HCCMHMRC may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

4.28 Lobbying Restrictions. Per 45 CFR § 93 (previously 45 C.F.R. §75.215 reserved by 89 FR 80070), HCCMHMRC is subject to the restrictions on lobbying. Lobbying with appropriated moneys, 18 U.S.C. § 1913 (2021). No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute as a violation of section 31 U.S.C. § 1352.

4.29 Drug-Free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. HCCMHMRC must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Government-wide implementation (2 C.F.R. §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the HCCMHMRC will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 C.F.R. § 182. HHS implementing regulations are set forth in 2 C.F.R. § 382.400.

4.30 Confidentiality of Alcohol and Drug Abuse Patient Records. The regulations (42 C.F.R. § 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 C.F.R. § 2.11), if the program is federally assisted in any manner (42 C.F.R. § 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 C.F.R. § 2. HCCMHMRC is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

4.31 Data Collection and Performance Measurement. HCCMHMRC is required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). HCCMHMRC must comply with the performance goals, milestones, and expected outcomes as reflected in this agreement and the Memorandum of Understanding and are required to submit data to the County for inclusion in the County's reporting to SAMHSA.

4.32 Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs. This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must:

a. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and

b. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

4.33 Audits. Non-Federal recipients that expend $1,000,000.00 (previously $750,000.00) or more in federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 C.F.R. § 75.501, amended to 2 C.F.R. Part 200 Subpart F. Guidance on determining Federal awards expended is provided in 45 C.F.R. §75.502, amended to 2 C.F.R. § 200.502. HCCMHMRC is responsible for submitting their Single Audit Reports and workbooks (SF-SAC) electronically to the to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

4.34 Ad Hoc Submissions. Throughout the project period, SAMHSA and the County may determine that a grant requires submission of additional information beyond the standard deliverables (45 C.F.R. § 75.364 reserved by 89 FR 80070). This information may include, but is not limited to, the following:

a. Payroll

b. Purchase orders

c. Contract documentation

d. Proof of project implementation

4.35 Risk Assessment. The County and/or SAMHSA may perform an administrative review of your HCCMHMRC's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 2 C.F.R. Parts 200 and 300, as applicable. The restriction will affect HCCMHMRC's ability to withdraw funds from the County's subrecipient allocation, until the concerns are addressed.

4.36 120-day Reconciliation and Liquidation Period. In accordance with 2 C.F.R. § 200.344, discretionary award recipients must liquidate all obligations incurred under an award not later than one hundred and twenty (120) days after the end of award's obligation and expenditure period (i.e., the project period). SAMHSA does not approve extensions to the 120-day post-award reconciliation/liquidation period. Therefore, HCCMHMRC is expected to complete all work and reporting within the approved project period and the aforementioned 120-day post-award reconciliation/liquidation period. HCCMHMRC (late) reimbursement requests occurring after the aforementioned periods will be denied.

4.37 Termination. Termination (45 C.F.R. § 75.372, amended to 2 C.F.R. § 200.340) applies to this award and states, in part, the following: This award may be terminated in whole or in part:

a. By the HHS awarding agency (SAMHSA) or pass-through entity, if HCCMHMRC fails to comply with the terms and conditions of a Federal award;

b. By the HHS awarding agency (SAMHSA) or pass-through entity for cause;

c. By the HHS awarding agency (SAMHSA) or pass-through entity with the consent of the HCCMHMRC, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

d. By HCCMHMRC upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

4.38 Prohibition on certain tele-communications and video surveillance services or equipment. As described in 2 C.F.R. § 200.216, HCCMHMRC is prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems

that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

V.

GENERAL CONDITIONS

5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless made by the Hays County Commissioner's Court.

5.2. Relationship of Parties. In performing this Agreement, both the County and HCCMHMRC will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and HCCMHMRC agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County, and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

5.5. Sole Agreement. This Agreement and the Memorandum of Understanding constitute the sole Agreements between County and HCCMHMRC. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement or Memorandum of Understanding, are of no force and effect.

5.6. Termination. This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice

thereof.

5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

5.8. Public Information Act Requirements. The requirements of Texas Government Code Chapter 552 apply to this contract and HCCMHMRC agrees that the contract can be terminated if HCCMHMRC knowingly or intentionally fails to comply with a requirement of the Public Information Act.

5.9. Certificate of Interested Parties. HCCMHMRC agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

5.10 Notices. Notices required by this Agreement are as follows:

County:

Hays County Criminal District Attorney's Office – Civil Division
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666

and

County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Agency:

HCCMHMRC
819 Water St., Suite 300
Kerrville, Texas 78028
Attention: Tod Citron

5.11 Procurement. The Parties recognize that HCCMHMRC's status as a Subrecipient and unit of local government satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

Ruben Becerra
Hays County Judge

Hill Country MHDD

Date

Date

ATTEST: Elaine Cardenas
Hays County Clerk

EXHIBIT A

Year 2 Subrecipient Budget

Exhibit A

Year 2 Subrecipient Budget			
Line		Item	Approved Budget
PERSONNEL			
1		Wages	$ 107,830.00
2		Fringe Benefits	$ 33,967.00
3		***SUBTOTAL PERSONNEL***	**$141,797.00**
OPERATIONS			
4		Contractual Services	$ 3,172.00
5		Medication Assistance	$ 1,500.00
6		Travel Costs	$ 670.00
7		Equipment/Supplies	$ 1,151.00
			$
9		***SUBTOTAL OPERATIONS***	**$ 6,493.00**
10		***Personnel and Operations Subtotal***	***$148,290***
INDIRECT COST			
11		Administration – 15% de minimus	$22,244
12		**SUBTOTAL INDIRECT COST**	**$22,244**
		TOTALS	**$170,534.00**

EXHIBIT B

INVOICE FOR REIMBURSEMENT

INVOICE

Hays COUNTY CONTRACT EXPENDITURE REPORT

Report Period: Invoice Number: **01**

Agency: **Hill Country Community MHMR** Program: **Assisted Outpatient Treatment**

Agency contact: Anthony Winn **512-558-2048** Current contract term: 2024-2025

E-mail: awinn@hillcountry.org

Line	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Wages	$90,931.00	$0.00	$0.00	$90,931.00
2	Fringe	$32,281.00	$0.00	$0.00	$32,281.00
3	***SUBTOTAL PERSONNEL***	**$123,212.00**	**$0.00**	**$0.00**	**$123,212.00**
	OPERATIONS				
4	Contractual Services	$21,000.00	$0.00	$0.00	$21,000.00
5	Medication Assistance	$18,105.00	$0.00	$0.00	$18,105.00
6	Travel Costs	$1,340.00	$0.00	$0.00	$1,340.00
7	Equipment/Supplies	$5,488.00	$0.00	$0.00	$5,488.00
8	Cell Phone	$1,350.00	$0.00	$0.00	$1,350.00
9	***SUBTOTAL OPERATIONS***	**$47,283.00**	**$0.00**	**$0.00**	**$47,283.00**
10	***Personnel and Operations Subtotal***	**$170,495.00**	**$0.00**	**$0.00**	**$170,495.00**
	INDIRECT COST				
11	Administration - 10% de minimus	$25,574.00	$0.00	$0.00	**$25,574.00**
12	***SUBTOTAL INDIRECT COST***	**$25,574.00**	**$0.00**	**$0.00**	**$25,574.00**
13	**PAYMENT REQUEST**				
14	**TOTALS**	**$196,069.00**	**$0.00**	**$0.00**	**$196,069.00**

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

HAYS COUNTYCOUNTY USE ONLY: _____ Date: _____

Exhibit C

YEAR 1 AGREEMENT BETWEEN HAYS COUNTY, TEXAS, AND HILL COUNTRY MENTAL HEALTH & DEVELOPMENTAL DISABILITIES CENTERS REGARDING THE ASSISTED OUTPATIENT TREATMENT PROGRAM

AGREEMENT BETWEEN HAYS COUNTY, TEXAS, AND HILL COUNTRY MENTAL HEALTH & DEVELOPMENTAL DISABILITIES CENTERS REGARDING THE ASSISTED OUTPATIENT TREATMENT PROGRAM

This Agreement Between Hays County, Texas and Hill Country Mental Health Development Disabilities regarding the Assisted Outpatient Treatment Program ("AOT") is made and entered into by and between Hays County, Texas, ("COUNTYCOUNTY") and the Hill Country Mental Health Developmental Disabilities Centers ("HILL COUNTRY MHDD").

WHEREAS, HILL COUNTRY MHDD and the COUNTY desire to enter into a Memorandum of Understanding pursuant to which the COUNTY will provide a $196,069 subaward from the FY25 Substance Abuse and Mental Health Services Administration Assisted Outpatient Treatment Program grant award;

WHEREAS, HILL COUNTRY MHDD and the COUNTY, acting through the Hays County Mental Health Court, desire to enter into a Memorandum of Understanding pursuant to which the Assisted Outpatient Treatment Program Administrator ("Program Administrator") will be a Hays County employee officed in Hays County facility located at 712 S. Stagecoach Trail under the terms and conditions stated herein;

WHEREAS, HILL COUNTRY MHDD and the COUNTY, acting through the Hays County Mental Health Court, desire to enter into a Memorandum of Understanding pursuant to which HILL COUNTRY MHDD will use specified grant funds to hire TWO (2) Assisted Outpatient Treatment Care Coordinators ("Care Coordinator") and ONE (1) AOT Program Driver who will be officed in Hill Country MHDD facility located at 1200 N Bishop St in San Marcos, Texas;

WHEREAS, HILL COUNTRY MHDD and the COUNTY, have agreed to a cooperative approach in response to the substance abuse and mental health needs of the Hays County community, in which the Assisted Outpatient Treatment Program Administrator and Care Coordinators positions are integral parts;

NOW, THEREFORE, the COUNTY and HILL COUNTRY MHDD agree as follows:

I.

A. The goals of this collaborative effort include, but are not limited to, the following:

1. Provide for the care and safety of Hays County residents with severe mental illnesses and co-occurring substance use disorder;
2. Establish the Assisted Outpatient Treatment Management Team to establish workflow and communication practices for the AOT Program;
3. Establish a Program Administrator and Care Coordinators, which are essential in providing mental health and substance abuse services for program participants in Hays County;
4. Establish a Steering Committee to analyze the existing challenges and offer solutions or additional viewpoints that may help the Management Team overcome potential and existing barriers.
5. Provide recovery support services when necessary;

6. Conduct crisis assessments, develop individualized crisis treatment plans, and connect participants with community partner services during and after completing the program;

B. The Program Administrator who provides services pursuant to this MOU is an employee of Hays County, and the County Court at Law #3 Judge shall maintain supervision over such employee.

C. HAYS COUNTY shall:

1. Provide a subgrant award of $196,069 to HILL COUNTRY MHDD for activities related to the Assisted Outpatient Treatment Program in Hays County;
2. Provide all funding for Program Administrator, including but not limited to Program Administrator's salary, any applicable benefits, equipment, and training.
3. Conduct crisis and mental health assessments, develop individualized treatment plans, and provide follow-up contacts.
4. HAYS COUNTY, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the Program Administrator.
5. Ensure that participant records are undisclosed to others outside the AOT Management Team and clinical staff and are redacted to comply with HIPAA requirements.
6. Routinely review time between program enrollment and first service to ensure that participating individuals have appropriate access to care.

D. The Assisted Outpatient Treatment Care Coordinators who provide services pursuant to this MOU are employees of Hill Country Mental Health Developmental Disabilities Centers, and the Hill Country MHDD shall maintain supervision over such employees.

E. HILL COUNTRY MHDD shall:

1. Provide an office space, located at 1200 N Bishop St in San Marcos, for the Care Coordinators.
2. Provide the Care Coordinators with all necessary equipment to perform job duties as needed.
3. Provide medication and substance use treatment assistance costs through Hill Country MHDD for AOT program participants.
4. Permit access to HILL COUNTRY program participant records and/or data pertinent to assist Care Coordinators.
5. Permit Care Coordinators to attend any training provided by, or benefiting, HILL COUNTRY MHDD employees. (Costs will be provided by COUNTY as mentioned above.)

II.

A. Staffing. It is contemplated that ONE (1) full-time Project Administrator, TWO (2) Care Coordinators, ONE (1) AOT Program Driver will be assigned to provide the functions

referenced in this MOU; however, if any additional staff are implemented, both parties shall coordinate any necessary changes based on additional staffing.

B. Initial Term. The Initial Term of this MOU shall commence on the date of execution and shall continue in full force and effect until terminated by either party in accordance with this MOU.

C. Termination. Either party may terminate this MOU for any reason by giving the other party written notice at least thirty (30) days.

III.

A. This is the entire agreement between the COUNTY and HILL COUNTRY MHDD. No other agreements, statements, or promises other than the HILL COUNTRY SUBRECIPIENT AGREEMENT relating to the subject matter of this MOU which are not contained herein shall be valid or binding. This MOU may not be amended, except in writing signed by both parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF HAYS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

B. All notices under this MOU shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

COUNTY:
Hays County Criminal District Attorney's Office – Civil Division
111 E San Antonio St., Ste 202
San Marcos, TX 78666

HILL COUNTRY MHDD:
Tod Citron
Chief Executive Officer
819 Water Street, Suite 300
Kerrville, Tx 78028

C. HILL COUNTRY MHDD agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hays County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by HILL COUNTRY MHDD's negligence and that of its employees, other contractors, or anyone for whom HILL COUNTRY MHDD is responsible or legally liable.

D.

Neither the COUNTY nor HILL COUNTRY MHDD shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

E. If any provision of this MOU is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the MOU.

E. THIS MOU 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 MOU will be brought in Hays County, Texas.

F. This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this MOU must be made in writing and signed by the parties to this MOU prior to the performance of any terms or conditions contained in said amendments.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY, TEXAS, AND HILL COUNTRY MENTAL HEALTH & DEVELOPMENTAL DISABILITIES CENTERS REGARDING THE ASSISTED OUTPATIENT TREATMENT PROGRAM IS HEREBY EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

Attest: _____, Deputy

Elaine Cardenas
Hays County Clerk

Ruben Becerra
Hays County Judge

Date: 12-17-2024

HILL COUNTRY MHDD

Landon Sturdivant

Landon Sturdivant, MPA, LBSW
Deputy Chief Executive Officer

Date: 12.30.24

AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Michael Berlad

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of the fiscal year 2027 (FY 2027) Capital Area Council of Governments (CAPCOG) Interlocal Agreement (ILA) for 9-1-1 Geographic Information System (GIS) Database Management with the Capital Area Emergency Communications District (CAECD) for emergency communications and GIS services to be provided by Hays County with no county matching funds required. **BECERRA/BERLAD**

Summary:

This is an annual renewal grant in the amount not to exceed $226,801.52 for fiscal year 2027 to assist with salaries related to 9-1-1 GIS services.

Fiscal Impact:

Amount Requested:None
Line Item Number:001-657-99-037]

Budget Office:

Source of Funds: CAPCOG Grant
Budget Amendment Required Y/N?: Yes
Comments: Budget will be amended in FY27 to reflect the increase in grant revenue and related expenditures.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $3,836.52 in FY2027 Intergovernmental Revenues
Comments:

Attachments

CAPCOG 911 Database Mgmt ILA

CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL AGREEMENT FOR 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT FY 2027

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

1.2. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

1.3. Hays County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Sec. 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

1.4. CAPCOG has received funding in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

1.5. The services required by PUBLIC AGENCY are available from only one responsible source and no other type of supplies or services will satisfy CAPCOG requirements. Therefore, full and open competition need not be provided.

1.6. This Contract is entered into under chapter 791 of the Texas Government Code.

Sec. 2. Goods and Services

2.1. PUBLIC AGENCY agrees to provide CAPCOG the goods and services described in Attachment A, Scope of Work in accordance with the data requirements in Attachment B and the budget as itemized in Sec. 4.

Sec. 3. Term of Contract

3.1. This contract begins on October 1, 2026, and ends on September 30, 2027, unless sooner terminated under Sec. 14, or extended by mutual agreement of both parties.

Sec. 4. Contract Price and Payment Terms

4.1. CAPCOG agrees to compensate PUBLIC AGENCY for the goods and services provided under this Contract in the amount of $226,801.52.

4.2. PUBLIC AGENCY agrees to submit invoices for the exact amounts indicated, quarterly activity reports, and other documents as required to CAPCOG for deliverables outlined in Attachment A according to the following schedule:

a. Quarterly Option:

October 1, 2026 – December 31, 2026: $56,700.38, continuity plan, budget estimate, invoice and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: $56,700.38, invoice and quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: $56,700.38, invoice and quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: $56,700.38, invoice and quarterly activity report due by close of business, Monday, October 11, 2027.

b. Semi-Annual Option:

October 1, 2026 – December 31, 2026: continuity plan, budget estimate and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: $113,400.76, invoice and quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: $113,400.76, invoice and quarterly activity report due by close of business, Monday, October 11, 2027.

c. Annual Option:

October 1, 2026 – December 31, 2026: continuity plan, budget estimate and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: $226,801.52, invoice and quarterly report due by close of business, Monday, October 11, 2027.

4.3. Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted after the due date.

4.4. PUBLIC AGENCY agrees to certify each invoice as follows:

a. PUBLIC AGENCY certifies that this invoice is correct and complete, that the amount requested has not been received.

b. PUBLIC AGENCY agrees to submit a quarterly activity report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

4.5. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each invoice within 30 calendar days after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.

Sec. 5. Independent Public Agency

5.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 6. Assignment and Subcontracting

6.1. Except as described herein, PUBLIC AGENCY may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 6.1 is void.

6.2. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.

6.3. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

Sec. 7. Liability Insurance

7.1. PUBLIC AGENCY agrees to maintain throughout the term of this contract sufficient insurance coverage to meet the following requirements:

a. Commercial general liability insurance with the minimum coverages of $100,000 for each occurrence, $300,000 annual aggregate, and $100,000 excess liability coverage.

b. Texas workers' compensation insurance with coverage satisfying the statutory requirements plus Employers' Liability insurance with minimum coverages per

employee of $100,000 for bodily injury and $300,000 for disease for each accident; and

c. Comprehensive automobile liability insurance with limits of at least $300,000 combined single limit for bodily injury and property damage for each occurrence.

d. If PUBLIC AGENCY's insurance policies are not written for amounts specified above, PUBLIC AGENCY shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it shall follow the form of the primary coverage.

7.2. PUBLIC AGENCY agrees to name CAPCOG as an additional insured on each of the insurance policies, except the worker's compensation policy, maintained under Sec. 7.1.2. Each of PUBLIC AGENCY's insurance policies maintained under Sec. 7.1 must contain provisions (1) that the SUBRECIPIENT will notify CAPCOG least 30 calendar days in advance of (i) cancellation or nonrenewal of the policy, (ii)or any reduction in the policy amounts., and (iii) deletion of CAPCOG as an additional insured; and waivers of subrogation in CAPCOG's favor.

7.3. PUBLIC AGENCY agrees to furnish CAPCOG a copy of the declarations page or a certificate of insurance for each insurance policy maintained under Sec. 7.1 within 30 calendar days after the effective date of this contract.

Sec. 8. Indemnification

8.1. PUBLIC AGENCY agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of PUBLIC AGENCY 's governing body member, officer, employee, or agent under this contract.

8.2. If PUBLIC AGENCY is served with process in a suit or proceeding described in Sec. 8.1, PUBLIC AGENCY agrees promptly to furnish CAPCOG with a copy of the process.

8.3. PUBLIC AGENCY agrees that its obligations under Secs. 8.1 and 8.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

Sec. 9. Records and Inspections

9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this contract. PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Attachment C.

9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for five years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

9.5. CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this contract.

Sec. 10. Proprietary or Confidential Information

10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.

10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.

10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this contract and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.

10.4. CAPCOG's sole obligation to protect allegedly proprietary or confidential information submitted by PUBLIC AGENCY is described in this Sec. 10.

Sec. 11. Intellectual Property

11.1. For purposes of this Sec. 11, "intellectual property" means a discovery or invention for which patent, trademark, or trade secret rights may be acquired; designs, plans, maps, computer programs, reports, manuals, or other copyrightable materials; and any other materials in which intellectual property rights have been or may be acquired.

11.2. Unless specifically identified in accordance with Sec. 11.3, CAPCOG will hold an exclusive right to all intellectual property produced under this contract.

11.3. If PUBLIC AGENCY creates intellectual property in the performance of this contract or purchases intellectual property with contract funds, PUBLIC AGENCY shall promptly notify CAPCOG of the creation or purchase and supply CAPCOG with sufficient technical detail to identify the property and describe its likely applications.

11.4. CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, copy, sell, or license, and to license others to use, reproduce, copy, sell, or license, for a governmental purpose, any intellectual property created in the performance of this contract and to use, reproduce, or copy data purchased with contract funds.

Sec. 12. Applicable Law

12.1. In carrying out this contract, PUBLIC AGENCY agrees to comply with all applicable laws. This Contract is governed by and shall be construed in accordance with the laws of the State of Texas.

12.2. To the extent that conditions are attached to any source of funding that CAPCOG uses to pay for this contract flows down to sub-contracts, those provisions also apply to this contract.

Sec. 13. Suspension or Termination of Contract for Unavailability of Funds

13.1. PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this contract for unavailability of funds, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

13.2. CAPCOG suspends or terminates this contract for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The contract is suspended or terminates on the specified termination date.

13.3. If this contract is suspended or terminated for unavailability of funds under this Sec. 13, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

Sec. 14. Termination for Breach of Contract

14.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 14.

14.2. Termination for breach under this Sec. does not waive either party's claim for damages resulting from the breach.

Sec. 15. Suspension or Termination of Contract for Convenience

15.1. CAPCOG may, upon providing at least 10 days' written notice to PUBLIC AGENCY, partially or fully suspend or terminate this contract for convenience. Termination shall not prejudice any other right or remedy of CAPCOG or PUBLIC AGENCY. PUBLIC AGENCY may request reimbursement for conforming work and timely, reasonable costs directly attributable to termination. PUBLIC AGENCY shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from termination. If CAPCOG suspends or terminates only part of this contract, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

Sec. 16. Dispute Resolution

16.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except

to enforce compliance with this Sec. 16, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 16.

16.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

16.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

16.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 17. Notice to Parties

17.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via email by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 17.2 and signed on behalf of the party; (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 17.2; or (5) one business day after it is submitted by email to the party's email address specified in Sec. 17.2.

17.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744, Attention: Chris Miller, Executive Director, cmiller@capcog.org. PUBLIC AGENCY'S mailing address is 111 East San Antonio Street, Suite 300, San Marcos, Texas 78666, Attn: Judge Ruben Becerra, judge.becerra@hayscountytx.gov.

17.3. A party may change its address or email address by providing notice of the change in accordance with Sec. 17.1.

Sec. 18. Conflict of Interest

18.1. Chapter 176 of the Texas Local Government Code requires PUBLIC AGENCYs and consultants seeking to do business with CAPCOG to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with a CAPCOG officer or an officer's close family member. The required questionnaire and instructions are located at the Texas Ethics Commission website www.ethics.state.tx.us/forms/CIQ.pdf. CAPCOG officers include the Executive Committee and Executive Director, who are listed on the CAPCOG website. The CIQ must be completed and filed with a bid, request for proposal or quote, if an employment or business relationship defined in the law exists.

Sec. 19. Gift to Public Servant

19.1. PUBLIC AGENCY warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

Sec. 20. Equal Opportunity

20.1. PUBLIC AGENCY will be required to comply with all Equal Employment Opportunity laws and regulations.

Sec. 21. Title VI Requirements

21.1. PUBLIC AGENCY is required to comply with all requirements imposed by Title VI of the Civil Rights Acts of 1964 (49 U.S.C. Sec. 2000d), the regulations of DOT issued hereunder (49 C.F.R. part 21), and the assurances by CAPCOG thereto.

Sec. 22. Miscellaneous

22.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

22.2. This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

22.3. CAPCOG is a governmental agency and is exempt from payment of sales tax. Unless CAPCOG's request for quote or specifications specifically indicate otherwise, the price bid must be net exclusive of the previously mentioned taxes.

22.4. If the total amount of this Agreement is in excess of $100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the PUBLIC AGENCY certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.

22.5. The PUBLIC AGENCY represents that neither the PUBLIC AGENCY, nor any affiliate of the PUBLIC AGENCY, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Secs. 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Sec. 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Sec. 2252.152.

22.6. PUBLIC AGENCY understands that CAPCOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and PUBLIC AGENCY certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.

22.7. If the total amount of this Agreement is in excess of $100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § I), the PUBLIC AGENCY certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.

22.8. If the total amount of this Agreement is in excess of $100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2271.002, the PUBLIC AGENCY certifies that the PUBLIC AGENCY: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

22.9. If the total amount of this Agreement is in excess of $100,000, PUBLIC AGENCY certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. PUBLIC AGENCY also agrees to disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award or contract.

22.10. If the total amount of this Agreement is in excess of $150,000, the PUBLIC AGENCY certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 740l-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

22.11. The PUBLIC AGENCY represents and warrants that it will comply with Sec. 6002 of the federal Solid Waste Disposal Act (42 USC§ 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Pa11 247 of the Code of Federal Regulations.

22.12. To the extent applicable, PUBLIC AGENCY represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

22.13. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

22.14. This contract is executed through signatures affixed electronically or scanned by both parties and transmitted electronically.

Sec. 23. Attachments

23.1 The following Attachments are part of this Contract:

A. Scope of Work
B. CAPCOG Next Generation 9-1-1 GIS Data Requirements
C. Project Representatives and Records Location

Signatures

Hays County

By

Ruben Becerra
County Judge

Date

Date of Governing Board Approval
(if Entity is a County)

Capital Area Council of Governments

By

Chris Miller
Executive Director

Date

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP)
2. The correct emergency service provider must be dispatched to the appropriate location
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zones (ESZs) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's Provisioning Boundary.
2. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Feature Class**: See Data Layer.
4. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure but may also represent landmarks.
5. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.
6. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
7. **Automatic Location Information (ALI) Database**: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
8. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
9. **Topology:** The spatial relationships between adjacent or neighboring features.
10. **Performance Standard Accuracy**: The minimum accuracy rate that must be achieved in each of the Data Hub, EGDMS, and CAPCOG quality control reports.

11. **Positional Accuracy**: The measure of how an object is accurately positioned on the map with respect to its true position on the ground or its intended designation.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   The Provisioning Boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a Provisioning Boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.
2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a Provisioning Boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the Provisioning Boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a Provisioning Boundary served by a unique combination of police, fire, and EMS responders.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the Legacy MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in a PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database Provisioning Boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines

acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.

2. **Data Hub**: A cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. Data Hub is the system that will provide data to a call taker's map display.
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.
5. **Accuracy Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports each indicate are free of critical or significant errors and match a related database.
6. **Error Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports indicate have critical or significant errors, or that do not match a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or Data Hub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.
10. **Quality Control Reports**: Any of the reports generated by Data Hub, EGDMS, or CAPCOG that evaluates a Feature Class provided by PUBLIC AGENCY and indicates critical, significant, or other errors as well as additional information that evaluates the quality of the data entered relative to requirements for NG9-1-1.
11. **Comprehensive Performance Report**: A monthly CAPCOG produced report that details accuracy and error rates as they relate to the defined performance standards for critical and significant errors. The report will also provide metrics for ALI to RCL and SSAP match rates, legacy errors, and unique features with errors.

General Terminology

1. **Submission Window:** The period of time during which PUBLIC AGENCY can upload Feature Class datasets to CAPCOG to be included in the 9-1-1 database. It is defined as ending at the end of the first day of each month and beginning at the start of the day five days prior to the first day of the month.
2. **Quarterly Report:** A report provided by PUBLIC AGENCY each quarter that indicates the work performed on the 9-1-1 GIS database over the course of the previous quarter. This report is used in conjunction with the PUBLIC AGENCY's invoice in order for CAPCOG to provide reimbursement to the PUBLIC AGENCY.

Qualifications

PUBLIC AGENCY represents and warrants that all personnel assigned to perform 9-1-1-related tasks possess the requisite qualifications to effectively carry out such duties. For the purposes of this agreement, personnel shall be deemed qualified if they have a minimum of one (1) year of experience utilizing ESRI ArcGIS Pro software and receive certification by successfully completed training provided by CAPCOG.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database.

Task 1.A.

PUBLIC AGENCY shall constantly maintain a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records in the formats specified for each Feature Class in Attachment B for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. Municipal boundaries
4. Police ESB
5. Fire ESB
6. Emergency Medical Service ESB
7. ESZs

Data submitted by PUBLIC AGENCY must adhere to requirements for Feature Class datasets specified in Attachment B.

Task 1.B.

PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 6, 2026.

Task 1.C.

If CAPCOG identifies any situations in which a road centerline is coincident with a Provisioning Boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data to avoid duplication.

Task 1.D.

At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 1.E.

PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its Provisioning Boundary.

Task 1.F.

PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their Provisioning Boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to this data may be sent to CAPCOG at any point during the month.

Task 1.G.

PUBLIC AGENCY shall send at least one representative to each scheduled GISPC and 9-1-1 GIS Mapping User Group (GMUG) meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.H.

By October 6, 2026, PUBLIC AGENCY shall submit to CAPCOG a list of which agencies are responsible for assigning 9-1-1 addresses within all areas of their Provisioning Boundary.

Task 1.I.

PUBLIC AGENCY shall prepare a budget estimate for the time period 10/01/2026-09/30/2027 in a form provided by CAPCOG and submit it to CAPCOG no later than due by close of business, Monday, January 12, 2027.

Task 1.J.

PUBLIC AGENCY shall develop and maintain a continuity plan, in a form provided by CAPCOG, to be implemented in the event the PROJECT REPRESENTATIVE becomes unavailable. The continuity plan shall identify a designated alternate and shall include the alternate's name, contact information, and signature.

The designated alternate shall possess sufficient knowledge of the submission process, a working understanding of the PUBLIC AGENCY's database, and access to all files and systems necessary to perform the responsibilities of the PROJECT REPRESENTATIVE.

The completed continuity plan form shall be submitted to CAPCOG no later than close of business on Monday, January 12, 2027.

Task 2: Feature Class Quality Control

Task 2 involves uploading the Feature Class datasets to designated quality control services one or more times a month in order to check the integrity of the data for the purpose of ensuring that it is accurate for 9-1-1 use, meets the requirements for an NG9-1-1 system, and gives PUBLIC AGENCY PUBLIC AGENCY the opportunity to correct errors before submitting the monthly upload required in Task 3.

Task 2.A.

PUBLIC AGENCY must download the ALI extract data from the site provided by CAPCOG within seven days of being notified by CAPCOG that it is available.

Task 2.B.

PUBLIC AGENCY must upload Feature Class datasets to Data Hub to obtain Quality Control Reports at least once a month, and not more frequent than once per week. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month. The downloaded ALI extract data specified in Task 2.A must be included with at least one of the uploads per month.

Task 2.C.

PUBLIC AGENCY must upload Feature Class datasets to EGDMS to obtain Quality Control Reports at least once a month. There is no limit to the number of times that PUBLIC AGENCY can upload data to EGDMS. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month.

Task 2.D.

PUBLIC AGENCY must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 2.B and 2.C. as soon as possible.

Task 2.E.

PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers and CAPCOG staff.

Task 3: GIS Work for PSAP Map Updates

Task 3 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] Task 2 includes the following sub-tasks:

Task 3.A.

PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license in order to carry out this work.

Task 3.B.

PUBLIC AGENCY shall submit to CAPCOG all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month in ESRI File geodatabase format (.gdb) pursuant to the specifications in Attachment B and any other CAPCOG guidance during the Submission Window. The latest submission that complies with the Performance Standard Accuracy will be used for the 9-1-1 database update.

Task 3.C.

In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's Provisioning Boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 4: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP.

Task 4.A.

PUBLIC AGENCY shall submit the most recent 9-1-1 road (RCL) and street address (SSAP) Feature Class datasets to EGDMS at least once during the Submission Window. CAPCOG will assess compliance with Performance Standard Accuracy indicated for each Feature Class in Attachment

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

B based on the last submission during the Submission Window. Road (RCL) updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 4.B.

PUBLIC AGENCY must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 3.A prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's Comprehensive Performance Reports and must be noted and explained in Quarterly Reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report using the templates provided by CAPCOG that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's Provisioning Boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
  - Late or incomplete data submissions;
  - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
  - Any other issue identified by CAPCOG in a Comprehensive Performance Report.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 3) and to EGDMS for and call-routing updates (Task 4):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Oct 2026	2026-09-24 – 2026-10-01	2026-10-02 – 2026-10-07	2026-10-09
Nov 2026	2026-10-26 – 2026-11-02	2026-11-03 – 2026-11-09	2026-11-11
Dec 2026	2026-11-24 – 2026-12-01	2026-12-02 – 2026-12-07	2026-12-09
Jan 2027	2026-12-23 – 2027-01-04	2027-01-05 – 2027-01-11	2027-01-13
Feb 2027	2027-01-25 – 2027-02-01	2027-02-02 – 2027-02-08	2027-02-10

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Mar 2027	2027-02-22 – 2027-03-01	2027-03-02 – 2027-03-08	2027-03-10
Apr 2027	2027-03-25 – 2027-04-01	2027-04-02 – 2027-04-07	2027-04-09
May 2027	2027-04-26 – 2027-05-03	2027-05-04 – 2027-05-10	2027-05-12
Jun 2027	2027-05-25 – 2027-06-01	2027-06-02 – 2027-06-07	2027-06-09
Jul 2027	2027-06-24 – 2027-07-01	2027-07-02 – 2027-07-07	2027-07-09
Aug 2027	2027-07-26 – 2027-08-02	2027-08-03 – 2027-08-09	2027-08-11
Sep 2027	2027-08-25 – 2027-09-01	2027-09-02 – 2027-09-07	2027-09-09

CAPCOG Guidance and Direction

In addition to the Comprehensive Performance Reports identified in Task 3.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG
Next Generation 9-1-1
GIS Data Requirements Version 4
(October 2026)

Sec. 1. Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS data for call and dispatch routing through the Emergency Call Routing Function/Location Validation Function (ECRF/LVF) as defined in the *NENA Master Glossary of 9-1-1 Terminology* (see the Reference Documents section at the end of this document).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in *NENA Standard for NG9-1-1 GIS Data Model* (see the Reference Documents section at the end of this document).

Specifics regarding address point placement methodologies should be reviewed in *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by Public Agency in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data or reinstate prior versions if the data submitted are found to have errors. CAPCOG shall make PUBLIC AGENCY aware of any changes it makes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Sec. 2. Feature Class Schema Guidelines

The schema for each required dataset includes fields with specific names, data types, and widths. Some fields require a value, others require a value only under certain conditions, some can optionally contain a value or not contain a value, and others must not contain a value. The tables provided in this document in the "Database Format" section for each Feature Class indicate these preferences as well as a description of the values that need to be provided for the field. Additionally, a descriptive name is provided for each field that can be used to easily refer to it in conversation.

The name, data types, and widths are specific to each field and must follow the exact guidelines outlined in the tables for each dataset. When creating datasets, fields must be kept in the same order as listed in the tables.

The tables of field definitions that are included in the "Database Format" section for each Feature Class include the same five columns: FIELD NAME, REQUIRED, TYPE, DESCRIPTION / VALID ENTRIES, and DESCRIPTIVE NAME. A description of each is provided below.

FIELD NAME: The required name for the field that must be entered exactly as it appears in the table. Some field names are all UPPER CASE and some use CamelCase.

DESCRIPTIVE NAME: A name that can be used in conversation to refer to the field that is more easily understandable than the actual field name. The common name is not used in any other context.

REQUIRED: This indicates if the field is required to contain a value, or not. The column indicates one of the following four choices to indicate the value requirement:

- YES – The field MUST contain a non-NULL value and cannot be blank.
- CONDITONAL – The field must contain a non-NULL value if the attribute information exists in the real world. If no value exists for the feature, the individual value is left:
  - NULL without an empty space (if TEXT),
  - 0 (if LONG), or
  - 0.0 (if FLOAT)
- NO – An optional value can be entered or can be NULL, or
- EMPTY – The field value must be NULL.

TYPE: The **TYPE** column indicates the data type required for the field.

- TEXT – string of printable UTF-8 characters including any combination of alphabetical letters, numbers, and printable special characters plus spaces. Non-breaking spaces and non-printable characters are not included.
- DATE – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE – double precision floating point numeric values with decimals
- LONG – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals

WIDTH: the number of allowable characters for each field having a TEXT data type.

CASE: the case requirements for the value entered into the field. Allowable cases are:

- UPPER: all characters must be in uppercase
- MIXED: characters should be entered using both uppercase and lowercase as deemed appropriate by Public Agency

DESCRIPTION / VALID ENTRIES: A description of the value that is expected in the field including any required formatting, references to standards to use, valid values if limited to a determined set, required value if it is to be constant across records, and other helpful information.

Sec. 3. NENA Globally Unique IDS (NGUID)

In this version of the NG9-1-1 GIS Data Model, the format of the NENA Globally Unique ID (NGUID)

has changed. The changes make the form of these IDs match other similar IDs in *NENA i3 Standard for Next Generation 9-1-1* (see the Reference Documents section at the end of this document). Like the changes in i3, this change lets a user see what kind of data the ID is from (GIS data), what layer it is from, and which organization created the data. Converting from the NGUID in CAPCOG GIS Data Model Version 1 is simple. A layer-sensitive string precedes the existing data and the "@" sign is replaced with a colon. Additionally, the new format allows a host name containing the agency identifier to be used after the final colon, although using only the agency identifier is acceptable. The extra information in the host name allows more than one system or instance in an agency to create identifiers without the risk of a duplicate identifier. For example, one system could use "system1.example.com" and another could use "system2.example.com."

NGUIDs SHALL be generated and maintained within a GIS database by concatenating "urn:emergency:uid:gis:[Layer Indicator]:[Local Unique ID]:[Agency Identifier/Host Name]" where the elements are defined as:

- urn:emergency:uid:gis – standardized unique prefix that defines this class of IDs associated with GIS data.
- Layer Indicator – the shorter name for the GIS data layer the feature is associated with as defined by the GIS Data Layers Registry in NENA-STA-010 [3]. See section 7.2 in this document for Layer Indicator values.
- Local Unique ID – a GIS Data Provider generated “locally assigned ID,” which can be numeric and/or text. This local ID MUST be unique within the GIS Data Provider’s dataset for all features associated with a specific Agency Identifier.
- Agency Identifier/Host Name – a fully qualified domain name (FQDN) representing the GIS Data Provider, which is an “Agency.” Agency and Agency Identifier are as defined in NENA-STA-010 [3]. The domain name is obtained from any Domain Name System (DNS) registrar.

Each NGUID MUST be unique as an aggregated NGUID following the structure described in this section.

The combination of the Local Unique ID with the rest of the values that construct the NGUID, provides a unique NGUID when multiple Public Agency submissions are aggregated. The NGUID SHOULD be stable for as long as possible, so that it supports the reporting and resolution of errors from a quality control process, including the discrepancy reporting. The consistency of the ID between submissions also assists with managing downstream data sets.

Example NGUID:

urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

In the example above, the parts of the NGUID are:

URN	urn:emergency:uid:gis
Layer Indicator	RCL
Local Unique ID	{AD873541-F41C-409E-A0BE-1B0C583902A4}
Agency Identifier	wilco.org

Layer Indicators

The possible values for the Layer Indicator component of the NGUID must be the one appropriate for the Feature Class as indicated in the table below.

Feature Class	Layer Name
Road Centerline	RCL
Site Structure Address Point	SSAP
Police ESB	Pol
Fire ESB	Fire
EMS ESB	Ems
Incorporated Municipalities	A3

Sec. 4. Road Centerlines (RCL)

Type of Data: Line

Performance Standard Accuracy: 98%

Positional Accuracy: Street centerlines must be within +/- 5 feet of the center of the roadbed.

This dataset represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

4. 1. Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all databasefields listed below. All unnamed streets included in the street centerline layer are required to have the designation “Driveway” entered in the St_Name field, “DRVW” entered in the LSt_Name and FULL_NAME fields, and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The roadbed is defined as the part on which vehicles travel, noting that when roadways are divided (i.e., by a median) the roadbeds on each side should have a centerline drawn. In all cases each street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection.

4. 2. Database Format

The following table details the data format requirements for the RCL database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
Expire	Expiration Date	No	DATE	N/A	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
AdNumPre_L	Left Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Left
AdNumPre_R	Right Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Right
FromAddr_L	Left FROM Address	YES	LONG	N/A	N/A	Left address number at the FROM node
ToAddr_L	Left TO Address	YES	LONG	N/A	N/A	Left address number at the TO node
FromAddr_R	Right FROM Address	YES	LONG	N/A	N/A	Right address number at the FROM node
ToAddr_R	Right TO Address	YES	LONG	N/A	N/A	Right address number at the TO node
Parity_L	Parity Left	YES	TEXT	1	MIXED	Valid values are: **E** = Even, **O** = Odd, **B** = Both, **Z** = Zero (if the range is 0 to 0)
Parity_R	Parity Right	YES	TEXT	1	MIXED	Valid values are: **E** = Even, **O** = Odd, **B** = Both, **Z** = Zero (if the range is 0 to 0)
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that precedes St_PreDirI e.g., **Access**, **Alternate**, **Business**, **Connector**, **Extension**, **Scenic**, **Spur**, **Ramp Underpass**, **Overpass**
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Spelled out leading directional prefix. Valid values are: **North**, **South**, **East**, **West**, **Northwest**, **Northeast**, **Southwest**, **Southeast**.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" instead of "FM". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document).
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between St_PreTyp and St_Name, e.g., "**of the**" in "Avenue of the Stars". Restricted to

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						values found in *NENA Registry of Street Name Pre Type Separators* (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers, e.g., "**Fifth**" in "**Fifth Avenue**" or "**2244**" in "**Farm to Market Road 2244**" The value must be "**Driveway**" for unnamed streets.
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete St_Name, e.g., "**Parkway**" in "**Ocean Parkway**". Restricted to values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document).
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: **North**, **South**, **East**, **West**, **Northwest**, **Northeast**, **Southwest**, **Southeast**.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	A word or phrase that follows and modifies the Street Name element but is separated from it by a Street Name Post Type or a Street Name Post Directional or both, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"; "Extension" in "Main Street North Extension".
Dir_Travel	Direction of Travel	CONDITIONAL	TEXT	10	MIXED	A word that follows all other street name elements and is used only as needed to indicate direction of travel on a divided roadway and associated frontage roads. Ex: Northbound, Southbound, Eastbound, Westbound
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
LSt_Name	Legacy Street Name*	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority. The value must be "**DRVW**" for unnamed streets.
LSt_Typ	Legacy Street Name Type*	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional*	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast,

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						and **SW** = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, should be a concatenation of 4 fields: LSt_PreDir, LSt_Name, LSt_Type and LSt_PosDir with no trailing or leading spaces
ESN_L	ESN Left	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number has fewer than 5 digits, it must include leading zeros
ESN_R	ESN Right	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Right. If the ESN number has fewer than 5 digits, it must include leading zeros.
MSAGComm_L	MSAG Community Name Left*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Left, e.g., DEL VALLE, KINGSLAND
MSAGComm_R	MSAG Community Name Right*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Right, e.g., DEL VALLE, KINGSLAND
LCntyID_L	Legacy County ID Left	CONDITIONAL	TEXT	5	N/A	The existing County ID as found in the MSAG on the left side of the road segment relative to the FROM Node. E.g., 021 is the county code for Bastrop
LCntyID_R	Legacy County ID Right	CONDITIONAL	TEXT	5	N/A	The existing County ID as found in the MSAG on the right side of the road segment relative to the FROM Node. E.g., 021 is the county code for Bastrop
Country_L	Country Left	YES	TEXT	2	UPPER	Value must be: **US**
Country_R	Country Right	YES	TEXT	2	UPPER	Value must be: **US**
A1_L	Administrative Level 1 Left (State)	YES	TEXT	2	UPPER	Value must be: **TX**
A1_R	Administrative Level 1 Right (State right)	YES	TEXT	2	UPPER	Value must be: **TX**
A2_L	Administrative Level 2 Left (County Left)	YES	TEXT	254	MIXED	Fully spelled county name on the left side of the road. Valid values are: **Bastrop**, **Blanco**, **Burnet**, **Caldwell**, **Fayette**, **Hays**, **Lee**, **Llano**, **Travis**, **Williamson**
A2_R	Administrative Level 2 Right (County Right)	YES	TEXT	254	MIXED	Fully spelled county name on the right side of the road. Valid values are: **Bastrop**, **Blanco**, **Burnet**, **Caldwell**, **Fayette**, **Hays**, **Lee**, **Llano**, **Travis**, **Williamson**
AddCode_L	Additional Code Left	CONDITIONAL	TEXT	6	MIXED	A code on the left side of the road that specifies a geographic area
AddCode_R	Additional Code Right	CONDITIONAL	TEXT	6	MIXED	A code on the right side of the road that specifies a geographic area

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
A3_L	Administrative Level 3 Left (Incorporated Municipality Left)	CONDITIONAL	TEXT	254	MIXED	Name of municipality on Left, if none populate with "**Unincorporated**"
A3_R	Administrative Level 3 Right (Incorporated Municipality Right)	CONDITIONAL	TEXT	254	MIXED	Name of municipality on Right, if none populate with "**Unincorporated**"
A4_L	Administrative Level 4 Left (Unincorporated Community Left)	NO	TEXT	254	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the left side of the street, e.g., Del Valle, Kingsland.
A4_R	Administrative Level 4 Right (Unincorporated Community Right)	NO	TEXT	254	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the right side of the street, e.g., Del Valle, Kingsland.
A5_L	Administrative Level 5 Left (Neighborhood Community Left)	NO	TEXT	254	MIXED	Name of neighborhood or subdivision on Left
A5_R	Administrative Level 5 Right (Neighborhood Community Right)	NO	TEXT	254	MIXED	Name of neighborhood or subdivision on Right
PostCode_L	Postal Code Left	NO	TEXT	7	N/A	The ZIP code on the left side of the street
PostCode_R	Postal Code Right	NO	TEXT	7	N/A	The ZIP code on the right side of the street
PostComm_L	Postal Community Name Left	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Left
PostComm_R	Postal Community Name Right	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Right
RoadClass	Road Class	NO	TEXT	24	UPPER	See valid Road Class I Types in Section 4.3
CLASS	Road Class Code	YES	TEXT	4	UPPER	Street type designation code (See Road Class Codes in Section 4.4
OneWay	One-Way	NO	TEXT	2	UPPER	Valid values are: **B** = Both, **FT** = FROM node to TO node, **TF** = TO node to FROM node
SpeedLimit	Speed Limit	NO	LONG	3	N/A	Posted speed limit in MPH
Valid_L	Validation Left	NO	TEXT	1	UPPER	Indicates if the address range on the left side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "**Y**" MAY be entered if any Address Number within the address range on the left side of the road segment

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						should be considered by the LVF to be valid. A value of "**N**" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "**Y**" is assumed.
Valid_R	Validation Right	NO	TEXT	1	UPPER	Indicates if the address range on the right side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "**Y**" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "**N**" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "**Y**" is assumed.
NOTES	Notes	NO	TEXT	75	UPPER	Additional information

4. 3. Road Class I Types

The following list of codes are used in the "RoadClass" field in the RCL Database:

- PRIMARY
- SECONDARY
- LOCAL (City, Neighborhood, or Rural Road)
- RAMP
- SERVICE (usually along a limited access highway)
- VEHICULAR TRAIL (4WD, snowmobiles)
- WALKWAY (Pedestrian Trail, Boardwalk)
- ALLEY
- PRIVATE (service vehicles, logging, oil fields, ranches, etc.)
- PARKING LOT
- TRAIL (Ski, Bike, Walking / Hiking Trail)

4. 4. Road Class Codes ('Street Type') Designation

The following list of codes are used in the "CLASS" field in the RCL Database:

- IH – Interstate
- US – US highways
- SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road
- AC – Access Road, Crossover
- PVT – Private Road
- TR – Toll Road

- RAMP – On-ramp, Off-ramp
- DW – Driveways

Sec. 5. Site / Structure Address Points (SSAP)

Type of Data: Point

Performance Standard Accuracy: 98%

Positional Accuracy: Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

This dataset represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

5.1. Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1 (see the Reference Documents section at the end of this document).

5.2. Database Format

The following table details the data format requirements for the SSAP database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:SSAP:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: **US**
A1	Administrative Level 1 (State)	YES	TEXT	2	UPPER	The value must be: **TX**
A2	Administrative Level 2 (County)	YES	TEXT	254	MIXED	Fully spelled county name. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
AddCode	Additional Code	CONDITIONAL	TEXT	6	N/A	A code that specifies a geographic area

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
A3	Administrative Level 3 (Incorporated Municipality)	YES	TEXT	254	MIXED	Name of municipality, if none populate with "**Unincorporated**"
A4	Administrative Level 4 (Unincorporated Community)	NO	TEXT	254	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both
A5	Administrative Level 5 (Neighborhood Community)	NO	TEXT	254	MIXED	Name of neighborhood or subdivision where the address is located
AddNum_Pre	Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address leading the numeric address
Add_Number	Address Number	YES	LONG	6	N/A	Numeric identifier of a location along a thoroughfare
AddNum_Suf	Address Number Suffix	CONDITIONAL	TEXT	15	N/A	Part of an address following the address number, e.g., ½, B
AddNum_Cmp	Address Number Complete	CONDITIONAL	TEXT	42	MIXED	The Address Number Prefix (if any), the Address Number, Address Number Suffix (if any), and any formatting or separator characters needed to display the official version of the complete address
DistMarker	Distance Marker	CONDITIONAL	TEXT	150	N/A	A physical marker labeled with the distance from or to a given point along a route such as a road, highway, trail, or waterway
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that precedes St_Pre_Dir, e.g. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast. MUST be fully spelled out.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g. "Farm to Market Road" for "FM". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document)
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between the Street Name Pre Type and Street Name. Ex. "of the" in "Avenue of the Stars". Restricted to values found in *NENA Registry of Street Name Pre Type Separators* (see the Reference Documents section at the end of this

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers. Ex. “Fifth” in “Fifth Avenue” or “2244” in “Farm to Market Road 2244”
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete street name. Ex, “Parkway” in “Ocean Parkway”. Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document)
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	A word or phrase that follows and modifies the Street Name element but is separated from it by a Street Name Post Type or a Street Name Post Directional or both, e.g., “Number 5” in “Fire Road Number 5”; “Northbound” in “North Interstate 35 Northbound”; “Extension” in “Main Street North Extension”.
Dir_Travel	Direction of Travel	CONDITIONAL	TEXT	10	MIXED	A word that follows all other street name elements and is used only as needed to indicate direction of travel on a divided roadway and associated frontage roads. Ex: Northbound, Southbound, Eastbound, Westbound
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
LSt_Name	Legacy Street Name	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority
LSt_Typ	Legacy Street Name Type	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast,

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						SE = Southeast, and **SW** = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, must be identical to the site's related road FULL_NAME in the RCL Feature Class
FULL_ADDR	Full Address	YES	TEXT	170	UPPER	Full address, should be a concatenation of AddNum_Pre + Addr_Number + AddNum_Suf + FULL_NAME with no extra, leading or trailing spaces
ESN	ESN	YES	TEXT	5	N/A	Emergency Service Number associated with the address and community name preceded by leading zeroes if digits are fewer than 5
MSAGComm	MSAG Community Name	YES	TEXT	30	UPPER	Valid service community associated with the location of the address, e.g., DEL VALLE, KINGSLAND
LCountyID	Legacy County ID	CONDITIONAL	TEXT	5	N/A	The existing County ID as found in the MSAG for the corresponding MSAG record with which the address point is associated. E.g., 021 is the county code for Bastrop
Post_Comm	Postal Community Name	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS
Post_Code	Postal Code	NO	TEXT	7	N/A	5-digit numeric ZIP code area
PostCodeEx	Postal Code Extension	NO	TEXT	4	N/A	ZIP code + 4 extension
Site	Site	NO	TEXT	254	MIXED	The name of an exterior area that is publicly known and unique within a given place. A site may contain one or more structures and/or subsites, e.g., Jack Perry Plaza; Tiburon Golf Club; San Marcos Premium Outlets
SubSite	SubSite	NO	TEXT	254	MIXED	The name of a sub-area within a larger area specified either by a site name, a thoroughfare address, or both, e.g., South Cell Phone Lot, Tennis Courts
Structure	Structure	NO	TEXT	75	N/A	A built feature with a vertical dimension, including both conventional buildings and other kinds of infrastructure such as cell towers, transformer stations, and fuel tanks
Floor	Floor Label	NO	TEXT	75	N/A	A description of floor, story, or level within a building stored as text. This may be considered part of a "dispatchable location.", e.g., Floor 5, 5th Floor
FloorIndex	Floor Index	NO	LONG	N/A	N/A	An absolute integer index of building levels, independent of labels: main entrance = **0**; each floor or partial floor is **±1** above/below. Not user-facing;

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						used for internal processing to convey vertical uncertainty and aid first responders.
Wing	Wing	NO	TEXT	75	N/A	A designated part of a structure that spans one or more floors, typically including more than one unit or room and representing a significant portion of the structure's floor area, e.g., Concourse A, East Wing
Unit	Unit	CONDITIONAL	TEXT	75	N/A	A suite or group of rooms within a building that share the same entrance
UnitPreTyp	Unit Pre Type	CONDITIONAL	TEXT	75	MIXED	Part of the complete unit identifier that precedes the Unit Value and indicates the kind of unit, e.g., "Apartment" in "Apartment C2", "Suite" in "Suite 3103"
UnitValue	Unit Value	CONDITIONAL	TEXT	75	N/A	Part of the complete unit identifier that uniquely identifies a particular unit, e.g., "C2" in "Apartment C2", "3103" in "Suite 3103"
Section	Section	NO	TEXT	75	N/A	An identified, unenclosed area within a structure, wing, unit, or room
Row	Row	NO	TEXT	75	N/A	An identified linear feature, such as a linear arrangement of seats, workstations, equipment, or storage, within a structure, wing, unit, room, or section.
Seat	Seat	NO	TEXT	75	N/A	A place where a person sits within a building or structure, e.g., cubicle
LocMarker	Location Marker	NO	TEXT	100	MIXED	A uniquely identified, indivisible infrastructure feature—smaller than a structure—located inside or outside (e.g., alarm box, utility pole, callbox).
Addtl_Loc	Additional Location Information	NO	Text	225	N/A	A part of the sub-address that is not a building, floor, room, or seat
AddDataURI	Additional Data URI	NO	TEXT	254	N/A	URI for additional data associated with the address point
Place_Type	Place Type	CONDITIONAL	TEXT	50	MIXED	Type of feature identified by the address, e.g. residential, office, store, school
Placement	Placement Method	NO	TEXT	25	MIXED	Methodology used for placement of the address point. Restricted values found in *NENA Address Point Placement Registry* (see the Reference Documents section at the end of this document)
Longitude	Longitude	YES	DOUBLE	N/A	N/A	Longitude of point in decimal degrees using EPSG: 4326
Latitude	Latitude	YES	DOUBLE	N/A	N/A	Latitude of point in decimal degrees using EPSG: 4326

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
Elevation	Elevation	NO	DOUBLE	6	N/A	Height above Mean Sea Level in meters
Altitude	Altitude	NO	DOUBLE	N/A	N/A	Measures the orthogonal distance from the WGS84 ellipsoid to the surface (such as a floor or ground).
Height	Height	NO	DOUBLE	N/A	N/A	The difference between Elevation and Altitude given in meters; often referred to as "Height Above Ground Level" (AGL).
ST_ALIAS	Street Alias	CONDITIONAL	TEXT	125	UPPER	Entire alias street name assigned to related street segment
NOTES	Notes	NO	TEXT	254	MIXED	Additional location information, which is not a building, floor, unit, room, or seat

Sec. 6. Emergency Service Zones (ESZ)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: ESZ boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

6.1. Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, police, EMS responder zones, and telephone exchange boundaries. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, police, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.

6.2. Database Format

The following table details the data format requirements for the ESZ database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
SOURCE	Source	YES	TEXT	75	UPPER	Agency that last updated the record. Valid values are: **BASTROP**, **BLANCO**, **BURNET**, **CALDWELL**, **FAYETTE**, **HAYS**, **LEE**, **LLANO**, **TRAVIS**, **WILLIAMSON.**
PROVIDER	Provider	EMPTY	TEXT	75	UPPER	The name of the regional 911 authority *CAPCOG will populate*

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
LAST_MOD	Last Modification	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
EFF_DATE	Effective Date	No	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	Emergency Service Unique ID	EMPTY	TEXT	100	MIXED	ID for each emergency service polygon - *CAPCOG will populate*
POLICE	Police	YES	TEXT	60	UPPER	Name of police service provider
FIRE	Fire	YES	TEXT	60	UPPER	Name of fire service provider
MEDICAL	Medical	YES	TEXT	60	UPPER	Name of medical service provider
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: **US**
STATE	State	YES	TEXT	2	UPPER	The value must be: **TX**
COUNTY	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: **BASTROP**, **BLANCO**, **BURNET**, **CALDWELL**, **FAYETTE**, **HAYS**, **LEE**, **LLANO**, **TRAVIS**, **WILLIAMSON.**
URI	URI	YES	TEXT	254	N/A	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	URN	NO	TEXT	50	N/A	The URN for the Emergency Service or other Well-Known Service (Example: “urn:service:sos” for a PSAP or “urn:service:sos.ambulance” for an ambulance service)
ESN	ESN	YES	TEXT	5	N/A	ESN of the responding agency preceded by ‘0’ if number of digits are fewer than 5.
TANDEM	Tandem	YES	TEXT	3	UPPER	911 Selected Router Code
TANDEM2	Tandem 2	CONDITIONAL	TEXT	3	UPPER	911 Selected Router Code
ESSID	ESSID	EMPTY	TEXT	2	UPPER	Unique tandem routing code *CAPCOG will populate*
ESNGUID	ESN GUID	EMPTY	TEXT	8	N/A	Concatenation of ESN and ESSID separated by a single forwardslash “/” CAPCOG will concatenate
AVCARDURI	AV Card ID	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information

Sec. 7. Emergency Service Boundaries (ESB)

Type of Data: Polygon
Performance Standard Accuracy: 100%
Positional Accuracy: Emergency Service Boundaries must adhere to the specifications of CAPCOG’s QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.
This dataset consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

7.1. Graphic (Spatial) Edits

Each of these layers is used to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon

There MUST be a separate Emergency Service Boundaries Feature Class for each type of service. At a minimum, the following Emergency Service Boundaries Feature Classes MUST be included:

- Police;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries layers that MAY be included, are:

- Poison Control;
- Forest Service;
- Animal Control; and
- Any other boundary of an emergency service provider that provides service within PUBLIC AGENCY's Provisioning Boundary.

7.2. Database Format

The following table details the data format requirements for the ESB database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Expire	Expiration Date	EMPTY	DATE	N/A	N/A	Unique tandem routing code *CAPCOG will populate*
Effective	Effective Date	NO	DATE	N/A	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:[xxx]:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org [xxx] must be replaced with **Pol**, **Fire**, or **Ems** for the corresponding Feature Layer.
Agency_ID	Agency Identifier	YES	TEXT	100	MIXED	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
ServiceURI	Service URI	YES	TEXT	254	N/A	URN/URL for routing. Example:

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						sip:sos@ausxtxem1.travis.tx.us
ServiceURN	Service URN	YES	TEXT	100	N/A	The URN for the Emergency Service or other Well-Known Service*
ServiceNum	Service Number	YES	TEXT	15	N/A	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. *Ex: 911*
AVcard_URI	AV Card URI	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information
DsplayName	Display Name	YES	TEXT	60	MIXED	Name of the service provider that offers services within the area of an Emergency Service Boundary

Sec. 8. Administrative Level 3 (A3) Polygons

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: A3 level polygons represent incorporated municipal boundaries (sometimes also referred to as city limits) within the CAPCOG region and must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

8.1. Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys, or other related information must be acquired to update the A3 level boundaries. Coordinate geometry (COGO) is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries.

8.2. Database Format

The following table details the data format requirements for the Municipal Boundary database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
Expire	Expiration Date	NO	DATE	N/A	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:A3:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: **US**

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
A1	Administrative Level 1 (State)	YES	TEXT	2	UPPER	The value must be: **TX**
A2	Administrative Level 2 (County)	YES	TEXT	254	UPPER	County name fully spelled out. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
AddCode	Additional Code	NO	TEXT	6	MIXED	A code that specifies a geographic area
A3	Administrative Level 3 (Incorporated Municipality)	YES	TEXT	254	MIXED	Name of municipality e.g., "**Austin**"

Sec. 9. Reference Documents

9.1. NENA i3 Standard for Next Generation 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/NENA-STA-010.3f-2021_i3_Stan.pdf

9.2. NENA Standard for NG9-1-1 GIS Data Model

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.3_ng9-1-1_gis_d.pdf

9.3. NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015_SSAP_INF.pdf

9.4. NENA Master Glossary of 9-1-1 Terminology

https://kb.nena.org/wiki/Category:Glossary

9.5. NENA Registry of Street Name Pre Types and Street Name Post Types

http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml

9.6. NENA Registry of Street Name Pre Type Separators

http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml

9.7. NENA Address Point Placement Registry

http://technet.nena.org/nrs/registry/SiteStructureAddressPointPlacementMethod.xml

Attachment C: Project Representatives and Records Location

Sec. 1. CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his designee. The CAPCOG Project Representative may indicate a designee through an email to killian.sterling@hayscountytx.gov.

Name: Rob Buckhouse
Title: CAPCOG GIS Project Manager

Telephone No.: 512-916-6033
Email: rbuckhouse@cacpog.org

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

Sec. 2. PUBLIC AGENCY Project Contract Representative

The individual named below is the PUBLIC AGENCY Project Contract Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY Project Representative or their designee. The PUBLIC AGENCY Project Representative may indicate a designee through an email to rbuckhouse@capcog.org.

Name: Killian Sterling
Title: Programs Manager - GIS and 911 Addressing

Telephone No.: 512-393-2160
Email: killian.sterling@hayscountytx.gov

Hays County
111 East San Antonio Street
Suite 300
San Marcos, Texas 78666

Sec. 3. PUBLIC AGENCY Project Data Representative

The individual named below is the PUBLIC AGENCY Project Data Representative, who is designated as the primary point of contact for conducting the monthly 9-1-1 data uploads required under this Agreement. The Project Data Representative is authorized to give and receive technical communications and directions related to the data upload process on behalf of PUBLIC AGENCY. All communications regarding monthly data submissions must be addressed to the Project Data Representative or their designee. The Project Data Representative may indicate a designee through an email to rbuckhouse@capcog.org.

Name: Alicia Campos
Title: 9-1-1 Addressing Tech

Telephone No.: 512-393-2160
Email: acampos@hayscountytx.gov

Sec. 4. Submittal of Payment Requests

Submit payment invoices to CAPCOG's Project Representative, Accounts Payable Invoices at apinvoices@capcog.org and Ruchard Morales at rmorales@capcog.org.

Sec. 5. Designated Location for Records Access and Review

PUBLIC AGENCY designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

Hays County
111 East San Antonio Street
Suite 300
San Marcos, Texas 78666

Interlocal Agreement (ILA) Expenses Estimate

Hays County

For 9-1-1 GIS Database Management Services during FY26

Add additional lines as needed

Personnel (include name & title)	Total Annual Salary and Fringe	FTE Percentage	Amount allocated to ILA
name, title			$ -
name, title			$ -
name, title			$ -
name, title			$ -
name, title			$ -
Total Personnel Budget	$ -	0.00%	$ -

Supplies/Software/Subscriptions (include unit price a	Purpose/Use under the ILA	Amount allocated to ILA
item description		
item description		
item description		
item description		
item description		
item description		
Total Supplies Budget		$ -

Travel (include location if known and breakdown of expense	Purpose/Use under the ILA including number of personnel traveling	Amount allocated to ILA
item description		
item description		
item description		
item description		
item description		
item description		
Total Equipment Budget		$ -

Equipment (include only items over $5,000)	Purpose/Use under the ILA	Amount allocated to ILA
item description		
item description		
item description		
item description		
item description		
item description		
Total Equipment Budget		$ -

Total Estimated Expenses for FY26: $ -

More information:

Provide further explanation of any of the expenses listed above.

Project Representative

Designated Alternate

Sec. 1. Summary

1.1. The individual named below is the DESIGNATED ALTERNATE to the PUBLIC AGENCY PROJECT REPRESENTATIVE, who is authorized to process 9-1-1 data submissions on behalf of PUBLIC AGENCY.

1.2. The DESIGNATED ALTERNATE possesses sufficient knowledge of the submission process, a working understanding of the PUBLIC AGENCY's database, and access to all files and systems necessary to perform the responsibilities of the PROJECT REPRESENTATIVE.

PUBLIC AGENCY: Hays County

DESIGNATED ALTERNATE Name: _____

DESIGNATED ALTERNATE Phone: _____

DESIGNATED ALTERNATE Email: _____

DESIGNATED ALTERNATE Signature: _____

AGENDA ITEM REQUEST FORM: G. 24.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Approve out-of-state travel and authorize an amendment in Sheriff Drug Forfeiture Funds for Sgt. Mike Andrews and Sgt. Miranda Supak to meet with local personnel and discuss their field training program on October 12-16, 2026, in Mesa, Arizona. **HAMMER/HIPOLITO**

Summary:

Approve out-of-state travel for Sgt. Mike Andrews and Sgt. Miranda Supak to meet with local personnel and discuss their field training program on October 12-16, 2026, in Mesa, Arizona. Travel to Mesa will allow two Training Sergeants to conduct a focused review of our current Field Training Program, identify needed revisions, and evaluate proven practices that can strengthen consistency, accountability, and trainee development. The visit will also support development of a formal Supervisor Training Program by examining effective leadership, coaching, documentation, and performance-management practices. This information will help ensure both programs are current, standardized, practical, and aligned with agency expectations, operational needs, and standards.

The Sheriff's Drug Forfeiture Fund will fund travel arrangements, including hotel, airfare, rental car fees, miscellaneous travel fees, and per diem.

Fiscal Impact:

Amount Requested: $3,500 (NTE)
Line Item Number: 053-618-00.5501

Budget Office:

Source of Funds: Sheriff's Drug Forfeiture Fund
Budget Amendment Required Y/N?: No
Comments: FY 27 expenditure that will be funded through a budget amendment in the new fiscal year budget.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Conference registration if not utilizing 053, must follow purchasing, if utilizing 053 then N/A

Auditor's Office

G/L Account Validated Y/N?: Yes, Travel Expense
New Revenue Y/N?: N/A
Comments:

Attachments

OST, Mesa AZ

9/16/2026 2:36 PM

Department:	**Sheriff's Office**		
Commissioner's Court:	9/29/2026		
Purpose:	Out-of-State Travel, Field Training Program		
Travel Location:	Mesa, Arizona		
Travel Dates:	10/12-10/16, 2026		
Requesting:	$ 3,500.00	(NTE)	
Notes:	Hotel, Airfare, Car Rental, Per Diem - Sheriff Drug Forfeiture Funds		

Hotel	$ 1,200.00	
Airfare	$ 1,100.00	
Rental Car	$ 250.00	
Miscellaneous Travel Fees	$ 400.00	
	$ 2,950.00	Estimated Travel Fees

Per Diem		
10/12/2026	$ 47.00	
10/13/2026	$ 63.00	
10/14/2026	$ 63.00	
10/15/2026	$ 63.00	
10/16/2026	$ 35.00	
$271 each	$ 271.00	
2 each	$ 542.00	Per Diem
	$ 3,492.00	**Total**

AGENDA ITEM REQUEST FORM: G. 25.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Authorize payment to the Lower Colorado River Authority (LCRA) of $512.00 for repair services provided to radio equipment where no purchase order was in place, per the County's Purchasing Policy and amend the budget accordingly. **HAMMER/HIPOLITO**

Summary:

The Lower Colorado River Authority (LCRA) provided repair services to radio equipment, and no purchase order was in place at the time of service. The S.O. requests an amendment for payment of $512 to the LCRA.

Fiscal Impact:

Amount Requested: $512.00
Line Item Number: 001-618-00.5411

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($405) Decrease - Law Enforcement Supplies 001-618-00.5206
$405 Increase - Equipment Maintenance and Repair 001-618-00.5411

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: no purchase order obtained prior to services

Auditor's Office

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair Expense
New Revenue Y/N?: N/A
Comments:

Attachments

LCRA Invoice #TCI0010283

ENERGY • WATER • COMMUNITY SERVICES

INVOICE

Invoice Number: **TCI0010283**
Invoice Date: **08/31/26**
Page: **1 of 1**

Remit To: Lower Colorado River Authority
P.O. Box 301142
Dallas TX 75303-1142

Customer No: 003077
Payment Terms: Net 30
Due Date: 09/30/26

Bill To: HAYS COUNTY AUDITOR
102 N. LBJ, SUITE 303
SAN MARCOS, TX 78666

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Radio Sales/Repair	1.00	EA	387.00	387.00
2	Radio Sales/Repair	1.00	EA	125.00	125.00

Subtotal: 512.00

AMOUNT DUE: **$512.00**

If you have a questions regarding this invoice, please send an email to telecombilling@lcra.org. Please provide the invoice number in your email and a Telecom Analyst will respond to your inquiry within 24 business hours.

Unpaid portions of the invoice may be subject to a late charge of 1% per month.

Online:
LCRA eBill
www.lcra.org/ebill
(Credit Card or ACH)

Check:
Lower Colorado River Authority (LCRA)
PO Box 301142
Dallas, TX 75303-1142

ENERGY • WATER • COMMUNITY SERVICES

Report Summary

Printed On:	08/31/26	8:24:40 AM
Number of Invoices:	1	
Total of All Invoices:	$512.00	
Process Instance:	14994081	

Telecom Completed

HAYSCOSHERIFFTC

Workorder		PO / Unit	PO / Task Number	Cost
0000000007309168	HAYS COUNTY SHERIFF			
		Unit #:	UID8319630	
		Comments:	Found headsets swapped around at the headset jacks	
			10021-Field Repair	125.00
			10050-Mileage - Service Call	55.10
				180.00
0000000007315232	HAYS COUNTY SHERIFF			
		Unit #:	UID8312231	
		Comments:	Reinstalled features, reprogrammed, added AES keys, updated firmware and auto tuned	
			10020-Bench Repair	125.00
				125.00
0000000007315233	HAYS COUNTY SHERIFF			
		Unit #:	UID8312392	
		Comments:	Replaced switch module, Group knobs, updated firmware and auto tuned	
			10020-Bench Repair	387.94
				387.00
			Customer Cost Summary:	692.00

ENERGY • WATER • COMMUNITY SERVICES

Receipt
Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
Telecommunications

Customer:	**HAYS COUNTY SHERIFF - RADIO**	**Work Order #:**	000000007315232
Address:	712 S Stagecoach Trl, Ste 1071 San Marcos, Texas 78666	***Date:**	8/17/26 ***This is an acknowledgment of receipt of goods and services. Job Total is rounded down to the nearest whole dollar amount.***

Statement of Work: HAYS COUNTY SHERIFF - UID8312231 - Invalid System

Unit #: UID8312231

Comments: Reinstalled features, reprogrammed, added AES keys, updated firmware and auto tuned

Labor

TASK ID	Task Description	Hours	Rates	Line Cost
10020	Bench Repair	1.0	$125.00	$125.00
			Labor Sub Total:	**$125.00**

Rec 8-17-26 tc
Campbell

Labor Total:	**$125.00**
Material Total:	**$0.00**
Job Total:	**$125.00**

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

ENERGY • WATER • COMMUNITY SERVICES

Receipt
Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
Telecommunications

Customer:	**HAYS COUNTY SHERIFF - RADIO**	**Work Order #:**	000000007315233
Address:	712 S Stagecoach Trl, Ste 1071 San Marcos, Texas 78666	***Date:**	8/17/26

This is an acknowledgment of receipt of goods and services.
Job Total is rounded down to the nearest whole dollar amount.

Statement of Work: HAYS COUNTY SHERIFF - UID8312392 - Signal Issues/Needs Channel Knob

Unit #: UID8312392

Comments: Replaced switch module, Group knobs, updated firmware and auto tuned

Labor

TASK ID	Task Description	Hours	Rates	Line Cost
10020	Bench Repair	2.0	$125.00	$250.00
			Labor Sub Total:	**$250.00**

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
10020	1605011854	KNOB, XL-200P STD HW KIT PART # 14035-1948-09	1	$37.03	$37.03
10020	1605011935	SWITCH, ROTARY, FWB ASSEMBLY, 14035-1948-81	1	$100.91	$100.91
			Material Sub Total:		**$137.94**

Rec 8-17-26 HCC
HEmpbell

Labor Total:	**$250.00**
Material Total:	**$137.94**
Job Total:	**$387.00**

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

AGENDA ITEM REQUEST FORM: G. 26.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the execution of a renewal of a 12-month R-Zero Arc Service Warranty valued at $2,997.00 for three UVC disinfectant devices for the Sheriff's Office, and authorize a waiver of the purchasing policy to obtain three quotes. **HAMMER/HIPOLITO**

Summary:

In FY 2021, the Jail received a grant award from the Office of the Governor related to COVID-19 Response. With this funding, the Jail purchased a UVC disinfectant light valued at $35,806. In 2024, the Jail's Commissary Fund later purchased two additional UVC disinfectant devices. The Jail has three devices, and staff utilize the equipment daily to sanitize inmate living areas and common spaces. The court approved the initial subscription on 10-15-2024 for one device, and the Jail requests approval to renew a 12-month R-Zero Arc Service Warranty for three devices for software and maintenance at $2,997.00 beginning 10/1/2026. Funding for this request is available in the Jails FY 2027 Equipment Maintenance & Repair Budget.

A waiver of the purchasing policy requiring three quotes is required. R-Zero Systems is the vendor for the item, and the Sheriff's Office cannot obtain quotes from additional vendors because it must obtain the software and maintenance from the vendor.

Fiscal Impact:

Amount Requested: $2,997.00
Line Item Number: 001-618-03.5411

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds have been budgeted in FY27 through the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorize a waiver of the purchasing policy to obtain three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair Expense
New Revenue Y/N?: N/A
Comments:

Attachments

R-Zero Renewal

PRIVILEGED AND CONFIDENTIAL

Invoice

Billing Information	
Billing Name:	Lt Eric Batch
Billing Phone Number:	(512)393-7842
Billing Email:	eric.batch@hayscountytx.gov
Billing Address:	Hays County Sheriff's Office 712 S Stagecoach Trl San Marcos, Tx 78666
Shipping Address:	Same as Above

Invoice Information		
Sales Tax Exempt:	**(if checked, attach Exemption Certificate)**	
Customer P.O. #, if applicable (if not applicable, insert N/A): N/A		
WARRANTY TERM:	12 Months	**From Order Effective Date:** 10/1/2026
TOTAL CONTRACT VALUE:	$2,997.00	
PAYMENT TERM:	Net 15	

Service Agreement

WARRANTY TERM - 1 year term
***Price and Fees are in USD**

Name	Quantity	Net Unit Price	Recurrence	Net Total
Arc - Service Warranty	3	$999.00	Annual	$2,997.50
SERVICES FEES: **(excludes taxes)**				**$2,997.00**

PRIVILEGED AND CONFIDENTIAL

Additional Information

This Invoice ("**Invoice**") is subject to R-Zero's Master Technology and Services Agreement (the "**Agreement**"), which is hereby incorporated by reference into this Invoice. This Invoice is effective as of the date listed above, (the "**Order Effective Date**"). Capitalized terms utilized but not defined in this Invoice are defined in the Agreement.

R-Zero will provide hardware and service warranty access only with the purchase of the UV equipment listed in the Invoice.

R-Zero will invoice Customer for the Services Fees for the Initial Term beginning on the Order Effective Date. Payment is due within 30 days of the invoice date. R-Zero will invoice Customer for the Equipment Fees on the Order Effective Date. Payment is due within 30 days of the invoice date.

R-Zero will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Invoice (whether or not it would materially alter this Invoice) which is proffered by Customer in any order, terms and conditions of purchase, receipt, acceptance, confirmation, correspondence, or otherwise, unless R-Zero specifically agrees to such provision in a written instrument signed by R-Zero.

This Invoice may be executed: (i) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (ii) by the parties by exchange of signature pages by mail, facsimile or email (if by email, then with signatures in Adobe PDF or similar format).

Each person signing has been duly authorized and empowered to enter into this Invoice on behalf of its respective company.

Customer:	**R-Zero Systems, Inc.**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Notice Address:	Address: 595 Pacific Avenue, Floor 4 San Francisco, CA 94133

R-ZERO SYSTEMS

MASTER TECHNOLOGY AND SERVICES AGREEMENT

This **Master Technology and Services Agreement** (this "**MTSA**") is entered into as of the Effective Date (as defined below) by and between R-Zero Systems, Inc. ("**R-Zero**") and the customer entering into an Order Form (as defined below) with R-Zero ("**Customer**"). WHEN CUSTOMER ENTERS INTO AN ORDER FORM OR OTHER FORM OF PURCHASE AGREEMENT WHETHER BETWEEN CUSTOMER AND R-ZERO OR CUSTOMER AND R-ZERO AUTHORIZED RESELLERS OR OTHER AUTHORIZED THIRD PARTIES, CUSTOMER IS AGREEING TO BE BOUND BY THIS MTSA.

This MTSA will govern all Order Forms and is hereby incorporated by reference into all Order Forms. Additionally, R-Zero may indicate that different or additional terms, conditions, guidelines, policies, or rules apply in relation to some of the Services or Equipment (each as defined below) ("**Supplemental Terms**"). Any Supplemental Terms become part of Customer's agreement with R-Zero if Customer uses the applicable Services or purchases the applicable Equipment, and if there is a conflict between this MTSA and the Supplemental Terms, the Supplemental Terms will control for that conflict.

R-Zero may make changes to this MTSA. If R-Zero makes changes, R-Zero may provide Customer with notice of such changes, such as by sending an email, providing a notice through the Services, or otherwise. Unless R-Zero says otherwise in its notice, the amended MTSA will be effective immediately, and Customer's continued use of the Services or purchase of Equipment after R-Zero provides such notice will confirm Customer's acceptance of the changes. If Customer does not agree to the amended MTSA, Customer must immediately stop using the Services and must not purchase any Equipment.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GENERAL

1.1 **Order Forms.** Customer and R-Zero may, from time to time, enter into order forms providing for the purchase of R-Zero equipment listed thereon ("**Equipment**") and the use of R-Zero's hosted services made available in connection with the Equipment (the "**Services**"). When executed, each such order form is an "**Order Form**."

1.2 **This MTSA.** This MTSA and all Order Forms are collectively referred to as this "**Agreement**." Capitalized terms utilized but not defined in the body of this MTSA are defined in Section 13 (Certain Defined Terms) or in the Order Form and capitalized terms utilized but not defined in the body of the Order Form are defined in this MTSA. To the extent that a conflict arises between the terms and conditions of an Order Form and the terms and conditions of this MTSA, the terms and conditions of this MTSA will govern unless the Order Form specifically states otherwise.

1.3 **Equipment.**

(a) Delivery. Subject to the terms of this Agreement, including payment of all Fees, R-Zero will ship the Equipment to the Customer Site or arrange for pickup of the Equipment by Customer or its designated carrier at R-Zero's or its designee's U.S. facilities (the "**Pickup Address**"). When R-Zero fulfills its obligation to deliver the Equipment, risk of loss to the Equipment and title to the Equipment (except, for clarity, the Equipment Software and any other Technology associated with the Equipment) will pass to Customer, and delivery and acceptance of the Equipment will be deemed to have occurred, on the earlier of: (a) the date R-Zero makes the Equipment available to Customer at the Customer Site and (b) the date Customer or its designated carrier takes possession of the Equipment at the Pickup Address (such date, the "**Delivery Date**").

(b) Installation and License. If Equipment requires installation services ("**Installation Services**"), Installation Services are governed by **Exhibit A** (the "**Installation Addendum**"). On installation of the Equipment, R-Zero grants Customer a limited, non-exclusive right and license to run the Equipment Software on such Equipment. Without limiting the restrictions in Section 3.4 (Restrictions) applicable to Equipment Software, Customer will not (i) rent, lease, lend, sell, transfer, redistribute, or sublicense any Equipment (or associated Equipment Software), (ii) decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Equipment (or associated Equipment Software), (iii) remove any proprietary rights notices or legends associated with any Equipment (or associated Equipment Software), or (iv) access or use any Equipment (or associated Equipment Software) to design, develop, or create a competitive or similar application or offering.

(c) Gateway and BMS Integration**.** In addition to the other terms of this Section 1.3 (Equipment), the following terms apply to any R-Zero gateway device identified on an Order Form ("Gateway"): (i) the Gateway connects to Customer's existing building management system ("BMS") via BACnet/IP or other supported protocols to collect, transmit, and facilitate analysis of BMS Data in connection with the Services; (ii) subject to Customer's prior approval of the applicable Sequence of Operations, R-Zero may use the Gateway to autonomously write Setpoint Corrections to Customer's BMS in accordance with such Sequence of Operations; (iii) all Setpoint Corrections will operate within the commissioned design envelope of Customer's BMS, will be positioned below operator and life-safety priority levels in the BACnet priority array, and will auto-relinquish upon loss of communication between the Gateway and the BMS; (iv) R-Zero will not modify any life-safety sequences or reduce ventilation rates below the minimum rates required by applicable codes and standards (including ASHRAE Standards 62.1 and 170, as applicable); and (v) Customer may override or disable any Setpoint Corrections at any time through the BMS or by requesting that R-Zero cease such Setpoint Corrections.

1.4 **Services**.

(a) General. Subject to the terms of this Agreement, including payment of all Fees, during the Term, R-Zero grants Customer a limited, non-exclusive, revocable right to access and use the Services and Documentation solely in accordance with this Agreement and for Customer's own internal business use. Without limiting the restrictions in Section 3.4 (Restrictions) applicable to the Services, Customer may not resell, transfer, assign, or sublicense Customer's rights under this Agreement to any third party or use the Services to run an outsourcing business or provide services for the benefit of any third party.

(b) Beta Features. R-Zero may provide Customer with access to Beta Features. WITHOUT LIMITING THE OTHER DISCLAIMERS OR LIMITATIONS OF LIABILITY IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THOSE IN SECTIONS 10.4 (DISCLAIMER OF WARRANTY) AND 11 (LIMITATION OF LIABILITY), (I) ALL BETA FEATURES ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND, (II) NEITHER R-ZERO'S DEFENSE NOR INDEMNIFICATION OBLIGATIONS IN SECTION 9 (INDEMNIFICATION) WILL APPLY, AND (III) R-ZERO ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS, DAMAGE, HARM, OR OTHER CONSEQUENCES ARISING FROM R-ZERO'S PROVISION OR CUSTOMER'S USE OF ANY BETA FEATURES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF CUSTOMER DATA.

1.5 **Updates**. R-Zero may, in its sole discretion, make updates, modifications, enhancements, or changes to the Services from time to time, including adding or removing features or functionality. R-Zero may provide Customer with notice of any update, such as by sending an email, providing a notice through the Services, or updating its website or Documentation. Unless R-Zero says otherwise, any update will be effective immediately, and Customer's continued use of the Services following any update constitutes Customer's acceptance of such update. If Customer does not agree to any update, Customer must immediately stop using the Services. R-Zero will have no liability for any update made in accordance with this Section.

1.6 **Service Providers.** Customer acknowledges that R-Zero may use the services of third-party contractors, including third-party data centers, cloud providers, and software implementation consultants, in providing the Services (collectively, "**Service Providers**") and that the Services (including Customer Data) may be hosted and processed on a network owned and maintained by a Service Provider. Except to the extent expressly agreed in writing between the parties, R-Zero will not be responsible or liable for the performance of Service Providers.

2. CUSTOMER ACCOUNT

2.1 **Authorized Users**. R-Zero will provide or make available to Customer Access Credentials to access Customer's account for the Services. Only Authorized Users appointed by Customer are entitled to access Customer's account and use the Services under the terms of this Agreement.

2.2 **Access Credentials**. Customer is responsible for the access of the Customer account and use of the Services by any Authorized User, as well as for Customer account access and use of the Services by any third party through Customer's Access Credentials, whether authorized or not. Customer is responsible for implementing security measures to safeguard Customer's Access Credentials and to prevent use and disclosure by unauthorized third parties. Customer will promptly notify R-Zero in writing of any unauthorized use of the Services or Access Credentials that comes to Customer's attention. Neither R-Zero nor any of its service providers has any obligation to inquire about the authority of anyone using Customer's R-Zero Equipment or Customer's personally identifiable information that can be used to identify Customer's account to request services for Customer's R-Zero Equipment. R-ZERO WILL NOT BE LIABLE FOR, AND R-ZERO EXPRESSLY DISCLAIMS, ANY LIABILITY FOR LOSSES, COSTS, OR EXPENSES CAUSED BY ANY UNAUTHORIZED USE OF THE SERVICES THROUGH CUSTOMER'S ACCOUNT.

3. CUSTOMER OBLIGATIONS

3.1 **Equipment**. The Services may be provided in connection with Customer's use of certain Equipment, which may send and receive information via communications networks. Customer acknowledges and agrees that the availability and use of the Services is subject to a number of limitations, including, without limitation, (a) Customer's compliance with the Installation Addendum (if applicable), (b) Customer obtaining and properly maintaining all Equipment and any other computer hardware, equipment, third-party software, and all Internet, cellular, or network connections required to access or use the Services, (c) adequate power and connectivity at, and other suitability of, the Customer Site, (d) Customer refraining from any handling of or tampering with any Equipment (including, without limitation, taking any actions described in Section 1.3 (Equipment)), and (e) the Warranty Exclusions. EACH OF THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE RESPONSIBILITY AND R-ZERO WILL NOT BE LIABLE OR RESPONSIBLE FOR CUSTOMER'S INABILITY TO ACCESS OR USE THE SERVICES OR CUSTOMER DATA DUE TO ANY OF THE FOREGOING.

3.2 **Security**. Customer will use reasonable security precautions and employ administrative, physical, and technical safeguards in connection with Customer's use of the Services. Customer will reasonably cooperate with R-Zero's investigations into Services outages, security problems, and/or suspected breaches of this Agreement. If R-Zero elects to make portions of any Customer Data available through an application programming interface ("**API**"), Customer may be required at R-Zero's discretion to use one or more unique digital "keys" to access the API, which will be provided by or on behalf of R-Zero, and other portions of the Services may not be available to Customer (in which case the portions of this Agreement applicable to such Services will be deemed inapplicable). Customer agrees to use any such keys solely for Customer's own internal business use and not to share any such keys with any third party without the express written consent of R-Zero.

3.3 **Malicious Code**. Customer will prevent the introduction and proliferation of Malicious Code into the Services, and Customer will neither insert nor permit the insertion or introduction of any Malicious Code into the Services. R-Zero may immediately suspend Customer's access to the Services if R-Zero detects Malicious Code or reasonably suspects that Malicious Code was introduced by Customer or through the use of Customer's Access Credentials.

3.4 **Restrictions**. Customer agrees that the R-Zero Technology contains trade secrets and other valuable proprietary information belonging to R-Zero. Customer will not, in whole or in part: (a) alter, copy, modify, translate, or make derivative works of, or permit the alteration, copying, modification, translation, or making derivative works of, any R-Zero Technology; (b) attempt to derive the source code or object code for any R-Zero Technology, including by reverse engineering, decompiling, disassembling, or similar means; (c) seek to acquire any ownership interest in or to any R-Zero Technology; (d) license, offer, sell, transfer, or lease any R-Zero Technology or attempt any of the foregoing; (e) remove, alter, or obfuscate any copyright, trademark, or other proprietary rights notices included with any R-Zero Technology; (f) access any R-Zero Technology in order to design, develop, or build a similar product or competitive product; (g) enable access to any R-Zero Technology by anyone other than an Authorized User; (h) develop any scripts or software applications that interact with or integrate with any R-Zero Technology unless first authorized in writing by R-Zero; or (i) circumvent or modify any security technologies designed to prevent unauthorized access to any R-Zero Technology.

3.5 **Acceptable Use**. Customer will not use the Services or any other R-Zero Technology, and will ensure that Authorized Users do not use the Services or any other R-Zero Technology, to: (a) infringe on, violate, dilute, or misappropriate the Intellectual Property Rights of any third party or any rights of publicity or privacy of any person; (b) engage in any fraudulent, unlawful, or abusive activities; (c) store, send, or post defamatory, inflammatory, trade libelous, threatening, abusive, hateful, harassing, obscene, pornographic, or indecent content or data; (d) interfere with or attempt to interfere with or disrupt the integrity, security, functionality, or proper working of the Services or any other R-Zero Technology or R-Zero's provision of services to other customers; (e) attempt to discover, access, read, alter, destroy, or damage any programs, data, or other information stored on or in connection with any R-Zero Technology; or (f) upload or transmit any content that constitutes unsolicited or unauthorized advertising promotional materials, commercial activities, or any other form of solicitation.

3.6 BMS and Gateway Obligations. To the extent Customer's Order Form includes a Gateway, Customer will: (a) provide and maintain network access to Customer's BMS as reasonably required for the Gateway to operate, including BACnet/IP connectivity and appropriate firewall configurations permitting the Gateway's outbound connections; (b) provide R-Zero with accurate and current building information reasonably requested by R-Zero, which may include floor plans, gross square footage, utility rate data, occupancy schedules, and any lease-required or code-required temperature limits or ventilation rates; (c) ensure that the minimum BACnet points required for the applicable Services are exposed and accessible on Customer's BMS; (d) not modify BMS configurations in a manner that materially conflicts with the Gateway's operation or any applicable Sequence of Operations without prior written notice to R-Zero; (e) obtain and maintain all necessary authorizations, licenses, and consents required to grant R-Zero access to Customer's BMS and to authorize the collection and transmission of BMS Data; and (f) be solely responsible for the operation, maintenance, condition, and security of Customer's BMS and all other third-party building equipment connected thereto. R-ZERO WILL NOT BE LIABLE FOR ANY DAMAGES, LIABILITIES, OR LOSSES ARISING FROM (I) THE CONDITION, CONFIGURATION, MALFUNCTION, OR FAILURE OF CUSTOMER'S BMS OR ANY THIRD-PARTY BUILDING EQUIPMENT, (II) CUSTOMER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SECTION, OR (III) ANY INACCURACY OR INCOMPLETENESS IN BUILDING INFORMATION PROVIDED BY CUSTOMER TO R-ZERO.

4. CUSTOMER DATA

4.1 **Ownership**. Customer owns and retains all right, title, and interest in and to the Customer Data, including all Intellectual Property Rights therein. Customer acknowledges and agrees that Customer (not R-Zero) has control over Customer Data stored by operation of the Services. Customer further acknowledges and agrees that R-Zero will collect, store, analyze, and use anonymized and aggregated Customer Data to generate insights, improve Services, and develop R-Zero's products and technologies.

4.2 Use of Customer Data. Customer agrees that R-Zero may collect technical data and related information transmitted by the Equipment as part of Customer Data ("**Technical Data**"). Technical Data does not include

Customer Personal Data. Customer hereby grants R-Zero and its Affiliates a worldwide, royalty-free, fully paid, transferable, assignable, sublicensable (through multiple tiers), perpetual, and irrevocable license to collect, host, use, access, view, store, copy, display, create derivative works of, disclose, delete, and otherwise process any (a) Customer Data to (i) provide the Services, (ii) communicate with Customer about Customer's account, (iii) comply with the law and any legal and regulatory requirements, including court orders, subpoenas, and requests or requirements for information made by regulatory or investigatory entities, (iv) prevent fraud or misuse of the Services, (v) support the Services or check, service, or maintain the Equipment (including sharing that information with Service Providers and/or others as needed) and (b) Technical Data for any lawful purpose. R-Zero will not be required to transmit or provide Customer or any third party with Technical Data in any format except as required by applicable law. Customer further acknowledges and agrees that R-Zero may use Technical Data and Usage Data (but not Customer Personal Data in identifiable form) to train, develop, improve, and enhance R-Zero's artificial intelligence and machine learning models, algorithms, and related technologies ("AI/ML Systems"). Such use may include, without limitation, training AI/ML Systems to improve the accuracy, performance, and functionality of R-Zero's products and services, including for the benefit of R-Zero's other customers. R-Zero will ensure that any Customer Data used for AI/ML purposes is aggregated and/or de-identified such that it cannot reasonably be used to identify Customer or any individual. R-Zero owns all AI/ML Systems and any improvements, outputs, or derivative works thereof, and no rights in or to any AI/ML Systems are granted to Customer, whether by implication, estoppel, waiver, or otherwise. R-Zero agrees to maintain and protect all Customer Data in accordance with SOC 2 Type II standards (or successor standards), ensuring that such data is securely stored, processed, and managed to meet industry-recognized security, availability, processing integrity, confidentiality, and privacy requirements. R-Zero shall implement and maintain appropriate safeguards to protect Customer Data from unauthorized access, disclosure, or alteration.

4.3 **Rights in Customer Data**. Customer represents and warrants to R-Zero that it has all rights, licenses, and permissions necessary to grant the license and use rights in Section 4.2 (Use of Customer Data) and to otherwise provide Customer Data to R-Zero or allow the collection of Customer Data by R-Zero or Service Providers in connection with Customer's use of the Services and/or Equipment. Customer will comply with all applicable local, state, national, and foreign laws in connection with Customer's use of the Services, including those laws related to data privacy and the transmission of Customer Personal Data. Customer will be solely responsible for ensuring that any processing of Customer Data by R-Zero, Service Providers, and/or Customer via the Services does not violate any applicable laws. Customer acknowledges that R-Zero exercises no control over the content of Customer Data. Customer will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright, privacy rights, or any other Intellectual Property Rights without first obtaining the permission of the owner of such rights. Without limiting the generality of the foregoing, Customer will be solely responsible for: (a) ensuring that Customer and R-Zero or Service Providers, to the extent acting on Customer's behalf, have the right to collect, store, use, process, and share the Customer Data via the Services; and (b) providing adequate notice to, and obtaining any necessary consents from, any individuals as required under applicable laws with respect to the Customer Data collected, stored, used, processed, and shared in connection with the Services.

4.4 **Compliance with Laws**. Customer will comply with all applicable local, state, national, and foreign laws in connection with Customer's use of the Services and the Equipment. Customer acknowledges that all System hardware, System software, proprietary data, know-how, or other data or information obtained from R-Zero may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export, re-export, and transfer may be restricted or prohibited. Customer agrees not to, directly or indirectly, import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any of the foregoing to any destination, entity, or persons prohibited or restricted under any law or regulation, unless Customer has first obtained prior written consent of R-Zero and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time.

4.5 **Data Processing Addendum**. To the extent required under applicable privacy and data protection laws, the parties will enter into a data processing addendum (a "**DPA**"). EXCEPT AS EXPRESSLY SET FORTH IN A DPA, R-ZERO DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED ACCESS, USE, OR RELEASE OF ANY CUSTOMER DATA**.**

5. INTELLECTUAL PROPERTY RIGHTS

5.1 **Ownership by R-Zero**. Subject to the use rights granted under this Agreement, as between the parties, R-Zero owns and retains all right, title, and interest in and to all R-Zero Technology and any improvements, modifications, enhancements, or derivatives of the foregoing and all Intellectual Property Rights relating to any of the foregoing. This Agreement does not convey to Customer any rights of ownership in or related to any R-Zero Technology, except for the transfer of title to the Equipment (exclusive of the Equipment Software and other associated R-Zero Technology, ownership of which is retained by R-Zero). Except for the rights expressly granted in this Agreement, no other rights are granted to Customer in, to, or under R-Zero's Intellectual Property Rights, whether by implication, estoppel, waiver, or otherwise.

5.2 **Usage Data**. Notwithstanding anything to the contrary in this Agreement, Customer agrees that R-Zero may generate, collect, store, use, transfer, and/or disclose to third parties Usage Data: (a) to perform data analytics; (b) to monitor, improve, and support the Services; (c) to design, develop, and offer R-Zero products and services; and (d) for any other lawful purpose. R-Zero owns and retains all rights to Usage Data, and no rights are granted to Customer, whether by implication, estoppel, waiver, or otherwise in or to any Usage Data. R-Zero has no obligation to provide or make any Usage Data available to Customer.

6. FEES AND PAYMENT TERMS

6.1 **General**. As applicable, Customer will pay R-Zero all Fees in accordance with the payment terms specified in this MTSA as reflected in an applicable Order Form.

6.2 **Payment to R-Zero**. Customer will pay all Fees by (a) check, (b) bank wire transfer in immediately available funds to an account designated by R-Zero, or (c) credit or debit card via an authorized payment processor. If by credit or debit card, Customer authorizes R-Zero (or its payment processor) to charge Customer's credit or debit card number provided to R-Zero and represents and warrants that Customer is authorized to use and have Fees charged to such credit or debit card. Unless otherwise communicated in writing by R-Zero, all payments pursuant to this Agreement: (i) are nonrefundable; (ii) will be made in U.S. Dollars; and (iii) are exclusive of taxes and duties, which will be paid solely by Customer (other than taxes based on R-Zero's net income). All Fees are payable without setoff, counterclaim, deduction, recoupment, or withholding of any kind for amounts owed or purportedly owed by R-Zero under this Agreement, applicable law, or otherwise. The terms of payment specified herein may be subject to R-Zero's approval of Customer's credit, and R-Zero may at any time revise the specified terms of payment to require payment in advance. R-Zero may assess a late charge of the lesser of 1.5% per month or the maximum rate allowed under applicable law for all late payments. Customer will reimburse R-Zero for all costs and expenses (including reasonable attorneys' fees) incurred by R-Zero in collecting any past due amounts.

6.3 **Increases**. R-Zero may increase the Services Fees (a) at the conclusion of the Initial Term (as defined below), with such increases applying to the first Renewal Term (as defined below) and/or (b) at the conclusion of each Renewal Term, with such increases applying to the immediately-subsequent Renewal Term. R-Zero will notify Customer at least 30 days in advance of any increase in Services Fees.

7. TERM, TERMINATION, AND SUSPENSION

7.1 **Term**. The term of this Agreement commences on the effective date set forth on the Order Form (the "**Effective Date**") and, as applicable to the Services, continues until the stated term in the Order Form has expired or has otherwise been earlier terminated as set forth in this Agreement (the "**Initial Term**"). Except as otherwise specified in an Order Form, subscription to the Services will automatically renew for the term

specified on the Order Form (each, a "**Renewal Term**"), unless and until either party gives the other party notice of non-renewal at least 60 days before the end of the Initial Term or then-current Renewal Term, at which time such Order Form will terminate.

7.2 **Termination for Cause**. Either Customer or R-Zero may terminate this Agreement upon written notice to the other party (a) if such other party commits a material breach of this Agreement and fails to cure such breach within 30 days of having received notice of the breach or (b) immediately if the other party becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver for the whole or part of its assets, if there is a filing of voluntary bankruptcy petition by such other party or the filing against such other party of an involuntary bankruptcy petition that is not stayed or dismissed within 60 days, or there is an issuance of any order or the passing of a resolution for the winding-up of such other party's business.

7.3 **Additional Termination Rights.** An Order Form or the Installation Addendum may specify additional termination rights.

7.4 **Suspension of Services**. R-Zero may suspend or limit access to the Services at any time: (a) if R-Zero determines or reasonably suspects that Customer is using the Services in violation of applicable law or in connection with any fraudulent activity; (b) if R-Zero reasonably determines that Customer's use of the Services adversely affects or interferes with the normal operation of the System or any service to others; (c) if R-Zero is prohibited by an order of a court or other governmental agency from providing the Services; (d) for Customer's non-payment of any Fees due and payable to R-Zero hereunder within 10 days of the date on which payment is due under Section 6 (Fees and Payment Terms); or (e) if R-Zero reasonably believes there exists a security incident that threatens the security of the Services, Customer Data, or any data of others. R-ZERO WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, OR LOSSES AS A RESULT OF ANY SUSPENSION OR LIMITATION OF CUSTOMER'S USE OF THE SERVICES IN ACCORDANCE WITH THIS PARAGRAPH.

7.5 **Effect of Expiration or Termination**. Upon any expiration or termination of this Agreement, all Fees incurred but unpaid by Customer up to and including the effective date of expiration or termination will become immediately due and payable. All rights granted to Customer under this Agreement and R-Zero's obligations will immediately cease, and Customer will stop accessing or using the Services, except the following provisions will survive: Sections 3.4 (Restrictions), 4.1 (Ownership), 4.2 (Use of Customer Data), 5 (Intellectual Property Rights), 6 (Fees and Payment Terms), 7.5 (Effect of Expiration or Termination), 8 (Confidentiality), 9 (Indemnification), 10.4 (Disclaimer of Warranties), 11 (Limitation of Liability), 12 (General Provisions), and 13 (Certain Defined Terms).

8. CONFIDENTIALITY

8.1 **Protection**. The parties acknowledge that each party may be exposed to or receive certain information that is not generally known to the public and is marked as confidential or proprietary, or which, under the circumstances ought to be treated as confidential by the receiving party ("**Confidential Information**"). Confidential Information excludes Customer Data, which is only subject to the protections and limitations in Section 4.5 (Data Processing Addendum), if and to the extent applicable. Each party agrees that if a party is exposed to or receives the other party's Confidential Information, the receiving party: (a) will protect Confidential Information from unauthorized disclosure using at least a commercially reasonable degree of care; (b) will not disclose Confidential Information to any third party (provided that R-Zero may disclose Customer's Confidential Information to any of its Affiliates or to any Service Provider bound by confidentiality obligations at least as protective as those contained in this Section 8 (Confidentiality) as is necessary for the provision of Services); and (c) will use the Confidential Information solely for the purpose of performing or exercising its rights under this Agreement. Customer will not disclose the terms or conditions of this Agreement, including any Fees, to any third party.

8.2 **Exceptions**. A party will not be liable for disclosure or use of any information which: (a) rightfully becomes publicly available other than by a breach of a duty owed to the disclosing party; (b) is rightfully received

from a third party without any obligation of confidentiality; or (c) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information. A party may disclose Confidential Information of the disclosing party if required by law or court order, on the condition that the receiving party promptly notifies the disclosing party of such law or court order and upon request, reasonably cooperates with the disclosing party to limit the scope of disclosure and/or obtain a protective order.

8.3 **Return**. After any expiration or termination of this Agreement, upon request from the disclosing party, the receiving party will, within 30 days of such request, return or destroy (at disclosing party's reasonable direction) all materials or media containing any Confidential Information of the disclosing party, including all copies thereof, and will certify in writing to the disclosing party that all such Confidential Information has been returned or destroyed. The preceding return or destruction provision will not apply to automatic back-up copies of Customer's Confidential Information made by R-Zero in the ordinary course of providing the Services, provided that R-Zero will remain bound by its confidentiality obligations hereunder with respect to such Confidential Information for so long as it retains such back-up copies.

8.4 **Injunctive Relief**. R-Zero and Customer expressly acknowledge and agree that no adequate remedy exists at law for an actual or threatened breach of this Section 8 (Confidential Information) and that in such event the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

8.5 **Survival**. The obligations set forth in this Section 8 (Confidential Information) will survive until five years from the date of the disclosure of such Confidential Information, except that the obligations set forth in this Section 8 (Confidential Information) with respect to Confidential Information that constitutes a trade secret will survive indefinitely.

8.6 **Feedback**. Customer may from time to time voluntarily provide suggestions, enhancements, recommendations, requests for features or functionality, comments, or other feedback ("**Feedback**") to R-Zero regarding the System or other R-Zero Technology. Feedback, even if designated as "confidential" or "proprietary" by Customer, will not create any confidentiality or other obligation for R-Zero, and Customer hereby grants R-Zero a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual license to copy, disclose, use, or otherwise exploit such Feedback for any purpose.

9. INDEMNIFICATION

9.1 **R-Zero Indemnification.** R-Zero will defend Customer against any Claim alleging that the Services, as provided to Customer, infringe any Intellectual Property Rights of any third party and will pay all resulting damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement approved by R-Zero in accordance with this Section 9 (Indemnification). R-Zero's obligations in this Section 9.1 (R-Zero Indemnification) will not apply to the extent the Claim results from or arises in connection with (a) any combination of any R-Zero Technology (or any portion thereof) with any equipment, software, data, or any other materials not provided by R-Zero, (b) any modification to any R-Zero Technology by any party other than R-Zero or its authorized personnel, (c) the use of any R-Zero Technology in a manner contrary to the terms of this Agreement, and/or (d) the continued use of the Services after R-Zero has provided substantially equivalent non-infringing software or services. In the event of a Claim pursuant to this Section 9.1 (R-Zero Indemnification), or if R-Zero believes that such Claim may be brought, R-Zero may, at its option and expense, (i) replace the Services with a non-infringing equivalent, (ii) modify the Services so they are non-infringing, (iii) procure for Customer the right to continue using the Services, or (iv) terminate this Agreement upon 30 days written notice to Customer. THIS SECTION 9.1 (R-ZERO INDEMNIFICATION) SETS FORTH R-ZERO'S SOLE OBLIGATION AND LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM (AS DEFINED HEREIN) ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF INTELLECTUAL PROPERTY RIGHTS BY ANY R-ZERO TECHNOLOGY.

9.2 **Customer Indemnification.** Customer will indemnify, defend, and hold harmless R-Zero and its Affiliates, and its and their officers, directors, employees, and agents harmless against any damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) based upon any Claim: (a) alleging that any Customer Data infringes or violates any third-party right, including but not limited to Intellectual Property Rights, right to privacy, or publicity rights; (b) arising from Customer's breach of any of its obligations under Section 3 (Customer Obligations) or Section 4.3 (Rights in Customer Data); (c) arising in connection with the operation or conduct of Customer's business, including any personal injury to or death of any person or persons, damage of any property, financial loss, or interruption of any services that are caused or claimed to have been caused directly or indirectly from Customer's use, intentional misuse, or inability to use the Services or any Equipment; (d) use of any hardware, equipment, or software or other Technology not provided or approved for use with the Services or Equipment by R-Zero; (e) arising in connection with any Warranty Exclusions; or (f) arising from Customer's actual or alleged violation of any applicable data protection, privacy, or security laws or regulations, including but not limited to Customer's failure to provide required notices to, or obtain required consents from, data subjects or other third parties, or Customer's instructions to R-Zero that cause R-Zero to violate any applicable law.

9.3 **Procedures.** The indemnifying party's indemnification obligations under this Section 9 (Indemnification) are conditioned upon the indemnified party (a) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying party will not alleviate an indemnifying party's obligations under this Section 9 (Indemnification) to the extent any associated delay does not materially prejudice or impair the defense of the related Claims), (b) granting the indemnifying party the option to take sole control of the defense (including granting the indemnifying party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified party), and (c) providing reasonable cooperation to the indemnifying party, and at the indemnifying party's request and expense, assistance in the defense or settlement of the Claim.

10. WARRANTIES AND DISCLAIMERS

10.1 **Limited Warranty.** Subject to the Warranty Exclusions (as defined below), R-Zero warrants to Customer that the Equipment will conform in all material respects to its then-current Documentation for the Initial Term. The Limited Warranty applies only to Customer as the original recipient of the Equipment and is void to the extent that any failure of the Equipment results from any Warranty Exclusion.

10.2 **Warranty Process; Remedies**. Customer must follow all R-Zero warranty verification procedures and provide all necessary cooperation to R-Zero in connection with evaluating its warranty claim, including, without limitation, submitting warranty claims through R-Zero-specified channels (which may include, without limitation, submission of such warranty claim to an authorized reseller or other authorized third party) (the "**Warranty Submission Process**"). If, subject to Customer's compliance with the Warranty Submission Process, R-Zero verifies that any Equipment (a) does not meet the Limited Warranty within the Initial Term and (b) no Warranty Exclusions apply, R-Zero's sole obligation and liability, and Customer's sole and exclusive remedy, will be for R-Zero to use commercially reasonable efforts to adjust, repair, or replace such Equipment.

10.3 **Additional Warranties**. R-Zero may from time to time offer Customer additional warranties that apply to the Equipment and exceed the Limited Warranty (each, an "**Additional Warranty**"). To the extent (a) R-Zero offers, and Customer accepts, an Additional Warranty and (b) such Additional Warranty conflicts with the Limited Warranty, then the Additional Warranty will control solely to the extent the conflict.

10.4 **Disclaimer of Warranty**. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 (LIMITED WARRANTY) OR IN ANY ADDITIONAL WARRANTY (AS SUCH TERM IS DEFINED AND USED ABOVE): (A) THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE SERVICES AND EQUIPMENT) AND ALL R-ZERO TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND, AND TO

THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, R-ZERO HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE SERVICES AND EQUIPMENT) AND ALL R-ZERO TECHNOLOGY, WHETHER STATUTORY, EXPRESS, IMPLIED, BY OPERATION OF LAW, OR THROUGH A COURSE OF DEALING, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT R-ZERO KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF SUCH PURPOSE), TITLE, AND NON-INFRINGEMENT; (B) R-ZERO DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE SERVICES AND EQUIPMENT) WILL OPERATE UNINTERRUPTED, BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED; AND (C) R-ZERO MAKES NO WARRANTY CONCERNING TIMELINESS, ACCURACY, PERFORMANCE, QUALITY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR RESULTS OBTAINED OR DERIVED THROUGH THE USE OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE SERVICES AND EQUIPMENT). THESE DISCLAIMERS AND EXCLUSIONS WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH IN SECTION 10.1 (LIMITED WARRANTY) FAILS OF ITS ESSENTIAL PURPOSE.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL (A) R-ZERO OR ANY OF ITS SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ERROR OR INTERRUPTION OF USE, LOSS, INACCURACY, OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUE, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, EXPECTATION, PUNITIVE, OR INCIDENTAL DAMAGES, REGARDLESS OF THE FORM IN WHICH THE ACTION IS BROUGHT (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, WHETHER OR NOT R-ZERO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, OR (B) R-ZERO'S TOTAL LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY (INCLUDING NEGLIGENCE), EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE FEES PAID TO R-ZERO BY CUSTOMER IN THE 12-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM AROSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. NOTWITHSTANDING THE FOREGOING LIMITATIONS, THE LIMITATIONS SET FORTH IN THIS SECTION 11 WILL NOT APPLY TO: (I) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.2 (CUSTOMER INDEMNIFICATION); (II) CUSTOMER'S BREACH OF SECTION 3.4 (RESTRICTIONS) OR SECTION 3.5 (ACCEPTABLE USE); (III) CUSTOMER'S BREACH OF SECTION 8 (CONFIDENTIALITY); (IV) CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT TERMS); (V) CUSTOMER'S BREACH OF ITS OBLIGATIONS UNDER SECTION 4 (CUSTOMER DATA), INCLUDING ANY VIOLATION OF APPLICABLE DATA PROTECTION LAWS; OR (VI) ANY LIABILITY ARISING FROM CUSTOMER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 11 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS LIMITATION ON LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT.

12. GENERAL PROVISIONS

12.1 **Entire Agreement**. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, and agreements. If Customer provides R-Zero with any terms or conditions that appear on any purchase order, confirmation, or other document, such terms will be of no force or effect.

12.2 **Assignment**. Customer may not assign or transfer this Agreement or any of its rights or obligations under it without R-Zero's prior written consent. R-Zero may freely assign this Agreement. Any attempted assignment in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.3 **Severability**. If a court finds any term of this Agreement to be invalid or unenforceable, that term will be enforced to the maximum extent permissible so as to reflect the parties' intent, and the remainder of this Agreement will remain in full force and effect.

12.4 **Waiver**. Either party's delay or failure to exercise any right under this Agreement or any law does not mean a party waives that right or any other rights under this Agreement in the future. No waiver of any provision of this Agreement, or any rights or obligations of either party under this Agreement, will be effective except (a) pursuant to a written instrument signed by the party against whom the waiver is sought or (b) to the extent such waiver is effectuated by virtue of R-Zero's exercise of its rights in the third introductory paragraph of this MTSA.

12.5 **Independent Contractors**. Nothing contained in this Agreement will be construed to create a joint venture or partnership between the parties. Neither party is authorized as an agent or legal representative of the other party. Neither party will have the right or authority to bind or create any obligation on the other party.

12.6 **Force Majeure**. Each party is excused from performance of this Agreement (other than for any payments due from Customer) and will not be liable for any delay in whole or in part caused by a Force Majeure Event.

12.7 **No Third-Party Beneficiary**. Nothing contained in this Agreement will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party in any manner whatsoever.

12.8 **Governing Law and Venue**. This Agreement will be governed in all respects in accordance with the laws of the State of California, without regard to conflict of law principles that would cause the laws of any other jurisdiction to apply. Customer expressly agrees that federal and state courts located in San Francisco, California will have exclusive jurisdiction over any action or claim brought by Customer arising out of or relating to this Agreement. Each party expressly consents to personal jurisdiction in any such court and hereby irrevocably waives any objection to or claim of lack of jurisdiction or inconvenient forum.

12.9 **Waiver of Jury Trial.** To the greatest extent permitted by law, each party hereby knowingly, unconditionally, and irrevocably waives any and all rights to a trial by jury in any action or claim arising out of or relating to this Agreement.

12.10 **Interpretation**. The headings of this Agreement are for reference only and will not be used to interpret the meaning of this Agreement. Any reference to "includes" or "including" will be understood to be exemplary and not limiting and followed by "but not limited to" or "without limitation." Each Party has had the opportunity to review this Agreement with legal counsel, and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

12.11 **Notices**. By using the Services, Customer agrees (a) to receive communications (including any communications that are required to be issued in writing hereunder) electronically, including via email, (b) that any such electronically-issued communications will satisfy any legal communication requirements, including those that require notices to be in writing, (c) that, without limiting R-Zero's notification rights in the third introductory paragraph of this MTSA, R-Zero may issue notices to the email or other address provided by Customer to R-Zero, and (d) that such notice will be effective on delivery. Notices to R-Zero, including termination notices, must be delivered to legal@rzero.com and followed with a copy delivered by certified mail to 595 Pacific Avenue, 4th Floor, San Francisco, CA 94133, Attention Legal Department. Such notice will be effective on receipt.

13. CERTAIN DEFINED TERMS

13.1 **“AI/ML Systems**" means R-Zero's artificial intelligence and machine learning models, algorithms, neural networks, and related technologies, including any training data, training methodologies, model weights, parameters, outputs, predictions, recommendations, and derivative works thereof, whether developed, trained, improved, or enhanced using Technical Data, Usage Data, or other data, and any products, services, or features incorporating such technologies.

13.2 "**Access Credentials**" means passwords, user IDs, or other credentials and login information that have been provided by R-Zero to Customer or that are generated in connection with Customer's use of the Services.

13.3 "**Affiliates**" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a party, but only for as long as such control exists. For the purpose of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the stock, shares, or interests entitled to vote for the election of directors or other governing body or otherwise having the ability to direct the management and policies of such entity, through contract or otherwise.

13.4 "**Authorized Users**" means individuals assigned by Customer to use the Services with log-in rights and Access Credentials, which may include Customer's officers, employees, agents, and/or consultants performing services for Customer or on Customer's behalf.

13.5 "**Beta Features**" means any version or feature of the Services that is in a "beta," "trial," "proof of concept," "sandbox," or other testing, non-production, and/or otherwise limited or incomplete feature phase or phase of development.

13.6 **"BMS" or "Building Management System"** means the building automation and control system(s) installed at a Customer Site that monitor and control the building's mechanical, electrical, and HVAC systems.

13.7 "**BMS Data**" means the data and information collected from or transmitted by a BMS through a Gateway, including, without limitation, temperature readings, valve positions, damper positions, airflow measurements, pressure readings, equipment status, energy consumption data, setpoint values, and other operational data relating to building systems at the Customer Site. BMS Data constitutes Technical Data for purposes of this Agreement. When R-Zero uses BMS Data for purposes other than providing the Services to Customer, R-Zero will aggregate and/or de-identify such BMS Data so that it is not reasonably identifiable to Customer or Customer's facilities.

13.8 "**Claim**" means a suit, action, proceeding, or investigation made by a non-Affiliated third party.

13.9 "**Customer Data**" means any information, data, content, and/or files (a) transmitted, uploaded, or stored in association with Customer's use of the Services, including Customer Personal Data, (b) collected and/or transmitted from the Equipment, and/or (c) collected from Customer's BMS through a Gateway, including BMS Data.

13.10 "**Customer Personal Data**" means any "personal data," "personal information," or similar terms as defined by applicable privacy or data protection laws within Customer Data.

13.11 "**Customer Site**" means the Customer location identified on an Order Form where the Equipment is installed.

13.12 "**Documentation**" means any user manuals and any other instructional, technical, or training materials that are provided to Customer in printed form or via R-Zero's website in connection with the Services or Equipment, as may be updated by R-Zero from time to time.

13.13 "**Equipment Software**" means the software embedded on the Equipment.

13.14 "**Equipment Price**" means the applicable price payable by Customer for the Equipment as set forth in the Order Form.

13.15 "**Fees**" means, collectively, the Equipment Price, any Installation Pricing (as defined in the Installation Addendum), and the Services Fees.

13.16 "**Force Majeure Event**" means an event or circumstance beyond the reasonable control of a party, including natural catastrophes, governmental acts or orders, war, terrorism, pandemics or epidemics, labor

strikes or difficulties, interruptions or failure of the Internet, failures of any public utility, third-party networks (including cellular), or third-party connections, failures or defects in third-party equipment or hardware, or service outages of third-party service providers.

13.17 "**Gateway**" means an R-Zero hardware device identified on an Order Form that is installed at a Customer Site and connects to Customer's BMS to collect, transmit, and facilitate analysis of BMS Data, and, where authorized, to write Setpoint Corrections to Customer's BMS.

13.18 "**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets, and all rights associated therewith, and any other form of intellectual property rights now or hereafter recognized in any jurisdiction, including applications and registrations for any of the foregoing.

13.19 "**Malicious Code**" means any files, scripts, agents, code, or programs that are designed, intended to, or have the effect of disrupting, damaging, or interrupting the Services or the data contained therein, including any viruses, worms, time bombs, Trojan horses, and other malicious code.

13.20 "**R-Zero Technology**" means, collectively, all Technology underlying or associated with the System (including, without limitation, the Workplace Intelligence Platform, the Services, the Equipment, and the Equipment Software).

13.21 "**Services**" means the components of the Workplace Intelligence Platform that R-Zero makes available to customers as a cloud-hosted service through a web-based application.

13.22 "**Services Fees**" means the applicable fees payable by Customer for the Services as set forth in the Order Form.

13.23 "**Sequence of Operations**" means the documented set of control logic, parameters, and operational rules, including any applicable ASHRAE guidelines, that govern how the Gateway and the Services interact with Customer's BMS to identify, recommend, and, where authorized, implement Setpoint Corrections.

13.24 "**Setpoint Corrections**" means adjustments to BMS control setpoints (including, without limitation, temperature setpoints, static pressure setpoints, supply air temperature setpoints, and economizer settings) that are recommended or applied by R-Zero through the Gateway in accordance with the applicable Sequence of Operations, following Customer's prior approval of such Sequence of Operations.

13.25 "**System**" means the Workplace Intelligence Platform (including the Services) and associated Equipment.

13.26 "**Technology**" means algorithms, applications, compositions of matter, confidential or proprietary information, data, databases, data compilations and collections, developments, discoveries, ideas, know-how, improvements, inventions (whether or not patentable), methodologies, processes, software and other computer programs (whether in source code or object code format) and related user interfaces and other tools, trade secrets, works of authorship and other copyrightable subject matter, know-how, and all other forms of technology, intellectual property, work product, and results, together with tangible embodiments of the foregoing.

13.27 "**Usage Data**" means information gathered, prepared, computed, originated, or stored by R-Zero or Service Providers in connection with the use or provision of the System. Usage Data may include information derived from or based on Customer Data provided that any such data is de-identified and in aggregated form.

13.28 "**Warranty Exclusion**" means any of the following: (a) alteration, repair, or reworking of any Equipment by any party other than R- Zero or its Authorized Installers without R-Zero's written consent; (b) improper storage, mishandling, abuse, or use of any Equipment not in accordance with the Documentation; (c) use of any Equipment in conjunction with products, services, or equipment not supplied by R-Zero; provided that use of a

Gateway in conjunction with Customer's BMS in accordance with the Documentation and the applicable Sequence of Operations will not constitute a Warranty Exclusion under this clause (c); (d) damage by accident or by water, fire, explosion, power failure, or any other Force Majeure Event; (e) installation of any Equipment by any party other than an Authorized Installer (including, without limitation, Customer Installation (as defined in the Installation Addendum)); (f) a Material Modification (as defined in the Installation Addendum); or (g) other unauthorized use of any Equipment.

13.29 "**Workplace Intelligence Platform**" means the software, applications, algorithms, methodologies, processes, systems, data environment, and other Technology for R-Zero's proprietary solution known as "R-Zero Connect" designed to collect, process, and analyze data transmitted from Equipment and, where applicable, from Customer's BMS through a Gateway, including the analytics, recommendations, and Setpoint Corrections generated in connection therewith.

Accepted and agreed as of the Effective Date

EXHIBIT A

INSTALLATION ADDENDUM

This Installation Addendum (this "**Addendum**") governs the purchase of any installed Product. Capitalized terms utilized but not defined in this Addendum are defined in the MTSA between R-Zero and the Customer.

1. **Site Survey**. If any Equipment purchased through an Order Form requires installation, R-Zero will cause such Equipment to be installed by its authorized installation partner (the "**Authorized Installer**") at the Customer Site. After the effective date of the Order Form, but prior to installation of any Equipment by an Authorized Installer, R-Zero or its designee will conduct an inspection of Customer Site at which the Equipment will be installed (a "**Site Survey**"). The parties will agree on the date and time for the Site Survey and Customer will make the Customer Site fully available to R-Zero or its designee to perform the Site Survey. Customer warrants that: (a) R-Zero may capture digital imagery of and related to Customer Site as part of the Site Survey; (b) Customer will either grant R-Zero (or an Authorized Installer) or cause R-Zero (or an Authorized Installer) to be granted all necessary licenses, permissions and consents to capture digital imagery of and related to Customer Site; and (c) the Site Survey is for R-Zero's informational purposes only and that R-Zero will have no liability or responsibility for any failures of any Equipment to comply with the Limited Warranty to the extent such failure is attributable to any material modification to the Customer Site by a party other than R-Zero or its designee after the Site Survey (a "**Material Modification**").

2. **Material Modification**. If, after the Site Survey, a Material Modification applies, the Equipment installation pricing set forth on the Order Form (the "**Installation Pricing**") may be impacted, in which case Customer agrees to execute a change order so that such Installation Pricing can accurately capture any Material Modification. Material Modification includes, but it is not limited to, any of the following: (a) Customer preference of Equipment location; (b) the Customer Site not being available timely and/or regularly; (c) the Customer Site being old and/or having special conditions in relation to electrical and/or material characteristics; (d) building upgrades (e.g. requiring more than a 20 feet cable to reach an existing circuit, insufficient panel capacity, etc.) or building drawing upgrades that were not previously communicated to R-Zero or the Authorized Installer; (e) Customer requests to patch and/or paint installation wall and/or ceiling; (f) Customer requests that increases materials during installation duration; (g) Customer requests related to particularities of the Customer Site (e.g. having to remove art work from the walls); (h) unscheduled requests to switch Customer Site access and shifts; (i) inaccurate floor plan provided; (j) un-accounted for state taxes, and/or union (when applicable) rates; or (k) indoor utilities location (A/C exit, ceiling fan, basketball hoop, etc.).

3. **Termination Due to Material Modification**. If a Material Modification applies and Customer refuses to agree to the change order referenced in Section 2 (Material Modification) above as presented by R-Zero, notwithstanding any terms to the contrary (whether verbal or documented), R-Zero may, by giving ten (10) days' notice in advance to Customer, terminate the Order Form. In case of termination due to Material Modification, R-Zero will: (a) refund Customer for Equipment already paid for and not yet shipped and (b) accept shipped Equipment back, deducting shipping costs from any refunds owed to Customer for the returned Equipment; provided, that R-Zero will not reimburse Customer for any installation or labor costs incurred prior to the discovery of such Material Modification.

4. **Customer Installation**. If installation of Equipment is not selected on an Order Form, but such Equipment requires installation, Customer will be solely and exclusively responsible for installation of such Equipment ("**Customer Installation**"). Customer will, at R-Zero's request, sign a liability release and inspection consent form granting R-Zero the right to inspect the completion of Customer Installation. Notwithstanding any terms to the contrary in the Agreement, R-Zero will have no liability or responsibility for (a) any failures of the Equipment to comply with the Limited Warranty to the extent such failure is attributable to Customer Installation or (b) any Customer or third-party acts or omissions in relation to Customer Installation.

EXHIBIT B

DATA PROCESSING ADDENDUM

This Data Processing Addendum (this "DPA") is incorporated into and forms part of the Master Technology and Services Agreement or Master Energy Efficiency as a Service Agreement, as applicable (in either case, the "Agreement"), between R-Zero Systems, Inc. ("R-Zero") and the customer identified in the applicable Order Form ("Customer"). This DPA applies solely to the extent that R-Zero Processes Customer Personal Data on behalf of Customer in connection with the Services. Capitalized terms used but not defined in this DPA have the meanings ascribed to them in the Agreement.

1. DEFINITIONS

1.1 "Applicable Data Protection Laws" means all privacy and data protection laws and regulations applicable to the Processing of Customer Personal Data under the Agreement, which may include, as applicable and without limitation: (a) the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020, each as amended from time to time (collectively, "CCPA"); (b) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"); (c) the United Kingdom General Data Protection Regulation and the Data Protection Act 2018 (collectively, "UK GDPR"); and (d) any other applicable national, state, or local data protection or privacy laws or regulations of similar scope and effect.

1.2 "Controller" has the meaning given to it (or to the equivalent term "business" or "controller") under Applicable Data Protection Laws, and refers to the party that determines the purposes and means of the Processing of Personal Data.

1.3 "Customer Personal Data" has the meaning ascribed to it in the Agreement, and refers to any Personal Data contained within Customer Data that R-Zero Processes on behalf of Customer as a Processor in connection with the Services.

1.4 "Data Breach" means any confirmed accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Customer Personal Data Processed by R-Zero or its Sub-processors in connection with the provision of the Services.

1.5 "Data Subject" means an identified or identifiable natural person to whom Customer Personal Data relates.

1.6 "EEA" means the European Economic Area.

1.7 "Personal Data" has the meaning given to it (or the equivalent term "personal information") under Applicable Data Protection Laws, and generally means any information relating to an identified or identifiable natural person.

1.8 "Processing" (and its correlatives "Process," "Processes," and "Processed") means any operation or set of operations performed on Personal Data, whether or not by automated means, including collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.9 "Processor" has the meaning given to it (or to the equivalent term "service provider" or "processor") under Applicable Data Protection Laws, and refers to the party that Processes Personal Data on behalf of the Controller.

1.10 "Standard Contractual Clauses" or "SCCs" means the standard contractual clauses for the transfer of personal data to third countries approved by the European Commission pursuant to Commission Implementing Decision (EU) 2021/914, or any successor or replacement clauses approved by the relevant supervisory authority.

1.11 "Sub-processor" means any third party engaged by R-Zero to Process Customer Personal Data on R-Zero's behalf in connection with the Services.

1.12 "Supervisory Authority" means the applicable governmental or regulatory authority responsible for overseeing compliance with Applicable Data Protection Laws in the relevant jurisdiction.

2. SCOPE AND ROLES

2.1 Controller and Processor. The parties acknowledge and agree that, with respect to the Processing of Customer Personal Data in connection with the Services: (a) Customer is the Controller of Customer Personal Data; and (b) R-Zero is the Processor acting on behalf of Customer. Customer retains all decision-making authority over the purposes and means of Processing Customer Personal Data, except to the extent that R-Zero determines purposes and means of Processing as permitted under this DPA or the Agreement.

2.2 Scope of DPA. This DPA applies only to R-Zero's Processing of Customer Personal Data on behalf of Customer as a Processor. This DPA does not apply to: (a) R-Zero's Processing of Technical Data or Usage Data, which R-Zero Processes as a Controller in its own right pursuant to the Agreement and R-Zero's Privacy Policy; (b) any data that has been de-identified or aggregated such that it can no longer be reasonably associated with an identified or identifiable natural person; or (c) any Processing R-Zero performs as a Controller for its own independent purposes, including as permitted under the Agreement.

2.3 Customer Acknowledgment. Customer acknowledges and agrees that: (a) Customer is solely responsible for ensuring that its instructions to R-Zero regarding the Processing of Customer Personal Data comply with Applicable Data Protection Laws; (b) Customer has obtained all necessary consents, authorizations, and permissions required under Applicable Data Protection Laws to provide Customer Personal Data to R-Zero and to authorize R-Zero's Processing thereof as described in this DPA and the Agreement; and (c) R-Zero's obligations under this DPA are limited to Processing Customer Personal Data strictly in accordance with this DPA and the Agreement.

3. PROCESSING INSTRUCTIONS

3.1 Processing on Behalf of Customer. R-Zero will Process Customer Personal Data only in accordance with Customer's documented instructions as set forth in this DPA and the Agreement, except where R-Zero is required to Process Customer Personal Data by applicable law, in which case R-Zero will, to the extent permitted by applicable law, notify Customer of such legal requirement before Processing.

3.2 Permitted Purposes. Customer's instructions to R-Zero regarding the Processing of Customer Personal Data are limited to the following purposes: (a) providing the Services to Customer in accordance with the Agreement; (b) communicating with Customer regarding Customer's account and the Services; (c) complying with applicable laws and regulatory requirements, including responding to court orders, subpoenas, and requests from regulatory or investigatory entities; (d) detecting, preventing, and responding to security incidents, fraud, or misuse of the Services; (e) supporting, maintaining, and improving the Services and the Equipment; and (f) any other purposes expressly set forth in the Agreement or otherwise agreed in writing by the parties.

3.3 Unauthorized Instructions. If Customer issues instructions that, in R-Zero's reasonable opinion, would cause R-Zero to violate Applicable Data Protection Laws or any other applicable law, R-Zero will promptly notify Customer in writing and will be entitled to decline to follow such instructions until Customer has modified them to R-Zero's reasonable satisfaction.

3.4 Processing Details. The subject matter, nature, and purpose of Processing, the types of Customer Personal Data Processed, and the categories of Data Subjects are as described in Schedule 1 (Processing Details) to this DPA.

4. CONFIDENTIALITY OF PROCESSING

4.1 Personnel. R-Zero will ensure that all R-Zero personnel authorized to Process Customer Personal Data are subject to appropriate obligations of confidentiality with respect to such Customer Personal Data, whether by contract, professional obligation, or statutory duty.

4.2 Limitation of Access. R-Zero will limit access to Customer Personal Data to those personnel who have a need to access such data for the purposes of performing R-Zero's obligations under the Agreement and this DPA.

5. SECURITY MEASURES

5.1 Technical and Organizational Measures. R-Zero will implement and maintain technical and organizational security measures designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or unauthorized access. Such measures will, at a minimum, be consistent with the requirements of a SOC 2 Type II certified environment, or an equivalent standard as determined by R-Zero in its discretion. R-Zero will review and update its security measures periodically and as it deems appropriate in light of evolving threats and industry practices.

5.2 R-Zero's Discretion. R-Zero retains sole and absolute discretion over the specific technical and organizational measures it implements to fulfill its obligations under Section 5.1, provided that such measures are commercially reasonable and consistent with applicable industry standards. Customer acknowledges that no security measures can guarantee absolute security against all possible threats, and R-Zero does not warrant or represent that any security measures will prevent all unauthorized access to, or all Data Breaches involving, Customer Personal Data.

5.3 No Absolute Security Guarantee. R-Zero does not guarantee that the Services or its security measures will be free from all vulnerabilities, breaches, or security incidents. R-Zero's obligation under this Section 5 is one of reasonable effort, not absolute result.

6. SUB-PROCESSORS

6.1 General Authorization. Customer hereby grants R-Zero a general authorization to engage Sub-processors to Process Customer Personal Data on R-Zero's behalf in connection with the provision of the Services. Customer acknowledges that the use of Sub-processors is essential to R-Zero's ability to provide the Services and that R-Zero will not be required to obtain Customer's specific prior consent before engaging any individual Sub-processor.

6.2 Sub-processor List. R-Zero will maintain a list of its current Sub-processors on its website or make such list available to Customer upon written request. R-Zero will update such list prior to adding or replacing any Sub-processor.

6.3 Customer Objection. Customer may object to R-Zero's use of a new Sub-processor by providing written notice to R-Zero within 30 days following R-Zero's notification or update to its Sub-processor list regarding such new Sub-processor (the "Objection Period"). Any such objection must include the reasonable grounds for Customer's objection. If Customer does not submit an objection within the Objection Period, Customer will be deemed to have accepted the new Sub-processor. If R-Zero determines in its reasonable discretion that Customer's objection is unreasonable or that the new Sub-processor is necessary for R-Zero to continue to provide the Services, R-Zero may proceed with engaging such Sub-processor, in which case Customer's sole remedy will be to terminate the affected portion of the Agreement in accordance with its terms.

6.4 Sub-processor Obligations. R-Zero will impose data protection obligations on each Sub-processor that are no less protective of Customer Personal Data than those set forth in this DPA, to the extent applicable to the Sub-processor's Processing activities. R-Zero will remain responsible to Customer for the performance of any Sub-processor's obligations under its agreement with R-Zero, to the extent set forth in this DPA.

7. DATA SUBJECT REQUESTS

7.1 R-Zero Assistance. To the extent that Customer is required under Applicable Data Protection Laws to respond to requests from Data Subjects exercising their rights with respect to Customer Personal Data (including rights of access, rectification, erasure, restriction, portability, or objection) (each, a "Data Subject Request"), R-Zero will provide such cooperation and assistance as is reasonably necessary to enable Customer to respond to such Data Subject Requests, taking into account the nature of the Processing and the information available to R-Zero.

7.2 Customer Responsibility. Customer is solely responsible for receiving, evaluating, and responding to all Data Subject Requests. R-Zero will promptly notify Customer if R-Zero receives a Data Subject Request that purports to be directed to Customer, and will not respond to such request without Customer's prior written authorization, except as required by applicable law.

7.3 Fees for Assistance. R-Zero will use commercially reasonable efforts to provide initial assistance with Data Subject Requests as part of the Services. To the extent any assistance requested by Customer requires R-Zero to undertake material additional effort or expense beyond what is reasonably expected as part of the Services, R-Zero reserves the right to charge Customer for such additional assistance at R-Zero's then-current professional services rates.

8. DATA BREACH NOTIFICATION

8.1 Notification. In the event R-Zero becomes aware of a confirmed Data Breach, R-Zero will notify Customer without undue delay and, to the extent practicable, within 72 hours of R-Zero's confirmation of the Data Breach. Such notification will include, to the extent then known to R-Zero: (a) a description of the nature of the Data Breach, including the categories and approximate number of Data Subjects affected; (b) the likely consequences of the Data Breach; and (c) the measures R-Zero has taken or proposes to take to address the Data Breach.

8.2 R-Zero's Control of Communications. R-Zero will control all communications relating to any Data Breach, including all notices to Data Subjects, regulators, and other third parties, unless Applicable Data Protection Laws expressly require Customer to make such notifications directly. Customer will not issue any public statement or third-party communication regarding any Data Breach without R-Zero's prior written consent, except as required by applicable law or regulation, and in such case Customer will provide R-Zero with advance notice of such communication to the extent practicable.

8.3 Remediation. R-Zero will take commercially reasonable steps to investigate, contain, and remediate any confirmed Data Breach.

8.4 No Acknowledgment of Fault. Nothing in this Section 8 will be construed as an acknowledgment by R-Zero of any fault or liability with respect to any Data Breach.

9. DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATION

9.1 Assistance. To the extent required by Applicable Data Protection Laws, R-Zero will provide reasonable assistance to Customer in carrying out data protection impact assessments ("DPIAs") and any required prior consultations with Supervisory Authorities, in each case solely with respect to R-Zero's Processing of Customer Personal Data under the Agreement and taking into account the nature of the Processing and the information available to R-Zero.

9.2 Customer's Expense. Any assistance provided by R-Zero under this Section 9 that requires material additional effort or expense on R-Zero's part will be at Customer's reasonable expense, at R-Zero's then-current professional services rates. R-Zero is under no obligation to conduct DPIAs on Customer's behalf or to provide assistance that would require R-Zero to disclose its proprietary systems, security architecture, or other confidential information.

10. INTERNATIONAL DATA TRANSFERS

10.1 Authorization for Transfers. Customer acknowledges that R-Zero and its Sub-processors may be located in, and may transfer Customer Personal Data to, countries outside the EEA, the United Kingdom, Switzerland, or other jurisdictions with data transfer restrictions. Customer hereby authorizes R-Zero to make such transfers, subject to R-Zero's compliance with this Section 10.

10.2 Transfer Mechanisms. To the extent that R-Zero transfers Customer Personal Data originating from a jurisdiction that restricts cross-border data transfers, R-Zero will ensure that such transfers are carried out pursuant to an appropriate legal transfer mechanism, which may include, without limitation: (a) the Standard Contractual Clauses (with Customer as the relevant data exporter and R-Zero as the data importer, or with R-Zero

appointing Sub-processors using appropriate SCCs); (b) binding corporate rules; (c) adequacy decisions issued by the relevant Supervisory Authority; or (d) any other lawful transfer mechanism recognized under Applicable Data Protection Laws. The parties agree to execute any additional documentation reasonably required to effectuate and maintain a valid transfer mechanism.

10.3 SCCs. To the extent required for transfers of Customer Personal Data from the EEA or the United Kingdom, the applicable Standard Contractual Clauses are hereby incorporated by reference into this DPA. In the event of any conflict between this DPA and the SCCs, the SCCs will control solely with respect to such transfers.

11. AUDIT RIGHTS

11.1 Scope of Audit Rights. Customer may, no more than once per calendar year and upon no less than 30 days prior written notice to R-Zero, request an audit of R-Zero's Processing of Customer Personal Data. Such audit rights are limited to: (a) a written security questionnaire submitted to R-Zero and completed by R-Zero in writing; or (b) a review of R-Zero's then-current third-party audit reports, certifications, or other compliance documentation (such as SOC 2 Type II reports) to the extent R-Zero makes such materials available to Customer, subject to any applicable confidentiality obligations.

11.2 No On-Site Audits. Customer will not be entitled to conduct or commission on-site audits of R-Zero's facilities, systems, or personnel, except in the event of a confirmed and ongoing Data Breach directly affecting Customer Personal Data that R-Zero has failed to remediate within a reasonable time, and only to the extent reasonably necessary to assess R-Zero's response to such Data Breach.

11.3 Customer Costs. Customer will bear all costs and expenses associated with any audit conducted pursuant to this Section 11, including any reasonable out-of-pocket costs incurred by R-Zero in responding to and facilitating such audit.

11.4 Confidentiality. Any information disclosed or made available to Customer in connection with an audit under this Section 11 constitutes R-Zero's Confidential Information and is subject to the confidentiality obligations in the Agreement.

12. RETURN AND DELETION OF CUSTOMER PERSONAL DATA

12.1 Deletion Upon Termination. Upon expiration or termination of the Agreement, R-Zero will, at Customer's written request submitted within 30 days of the effective date of expiration or termination, either return or delete Customer Personal Data in R-Zero's possession, except to the extent R-Zero is required by applicable law to retain such data or to the extent such data is contained in automatic backup systems maintained by R-Zero in the ordinary course of business.

12.2 Deletion Timeline. R-Zero will complete the deletion of Customer Personal Data within 90 days following Customer's written request under Section 12.1, except as provided in Section 12.3.

12.3 Backup Copies. Customer acknowledges and agrees that Customer Personal Data contained in automatic backup copies maintained by R-Zero may persist beyond the 90-day deletion period described in Section 12.1. R-Zero will delete such backup copies in the ordinary course of its backup rotation schedule. During any period in which backup copies persist, R-Zero will continue to protect such data in accordance with this DPA.

12.4 Legal Retention. To the extent R-Zero is required by applicable law to retain any Customer Personal Data, R-Zero will notify Customer of such requirement (to the extent permitted by law) and will continue to protect such retained data in accordance with this DPA.

12.5 Certification. Upon Customer's written request, R-Zero will provide written certification that it has completed the deletion of Customer Personal Data as required under this Section 12.

13. LIABILITY

13.1 Incorporation of Liability Limitations. This DPA is subject in all respects to the limitations of liability set forth in the Agreement, including, without limitation, the exclusions of consequential, indirect, special, punitive, and

incidental damages and the aggregate liability cap set forth therein. No obligation of R-Zero under this DPA will create any additional or greater liability for R-Zero than is expressly set forth in the Agreement.

13.2 No Additional Liability. R-Zero's total aggregate liability to Customer arising out of or relating to this DPA, whether in contract, tort, or otherwise, will be included within and subject to the aggregate liability cap set forth in the Agreement. Customer waives any right to seek damages or remedies arising from this DPA that would exceed such cap.

13.3 Mutual Indemnification. To the extent required under Applicable Data Protection Laws, each party will indemnify and hold harmless the other party from and against any claims, penalties, fines, damages, and expenses (including reasonable attorneys' fees) arising from that party's material breach of its obligations under this DPA or its violation of Applicable Data Protection Laws with respect to Customer Personal Data, subject in all respects to the limitations set forth in the Agreement.

14. TERM

14.1 Effectiveness. This DPA will become effective on the effective date of the Agreement and will remain in effect for the duration of the Agreement, including any renewal terms.

14.2 Survival. Upon expiration or termination of the Agreement, this DPA will terminate automatically, except that the provisions of this DPA that, by their nature, should survive termination (including Sections 12, 13, and this Section 14.2) will survive such termination.

14.3 Updates. R-Zero reserves the right to modify this DPA from time to time to reflect changes in Applicable Data Protection Laws or R-Zero's Processing practices, provided that any such modifications will not materially reduce Customer's rights or R-Zero's obligations under this DPA. R-Zero will provide Customer with reasonable advance notice of any material changes to this DPA.

SCHEDULE 1

PROCESSING DETAILS

Subject Matter of Processing: R-Zero's Processing of Customer Personal Data in connection with the provision of the Services and Equipment as described in the Agreement.

Nature of Processing: Collection, storage, use, access, analysis, transmission, and deletion of Customer Personal Data as necessary to provide the Services and fulfill R-Zero's obligations under the Agreement.

Purpose of Processing: To provide the Services and support the Equipment, including building management system analytics, HVAC optimization, setpoint analysis and correction, and energy consumption monitoring and related functions; to comply with applicable law; to prevent fraud and misuse; and to communicate with Customer regarding the Services and Customer's account.

Duration of Processing: For the duration of the Agreement, plus any additional period required for backup rotation and legal retention obligations as described in Section 12 of this DPA.

Types of Personal Data: The types of Customer Personal Data Processed by R-Zero depend on the Services utilized by Customer and the data Customer provides or causes to be collected in connection therewith, which may include: (a) building occupancy and utilization data; (b) environmental and sensor data associated with Customer's facilities; (c) contact information for Customer's personnel and Authorized Users (including names, email addresses, phone numbers, and job titles); (d) access credentials and authentication data; and (e) any other Personal Data submitted by Customer or collected through Customer's use of the Services or Equipment.

Categories of Data Subjects: Customer's Authorized Users; Customer's employees, contractors, visitors, and other individuals present at the Customer Site; and any other individuals whose Personal Data Customer submits to R-Zero or causes to be collected through the Services or Equipment.

IN WITNESS WHEREOF, the parties have executed this Data Processing Addendum as of the effective date of the Agreement.

R-ZERO SYSTEMS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM REQUEST FORM: G. 27.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: GONZALES

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize payment to PALS for the two vaccine clinics hosted on January 17, 2026 ($3,660.00), and January 20, 2026, ($490.00) and amend the budget accordingly. **INGALSBE/GONZALES**

Summary:

On January 20, 2026, the Commissioners Court approved the Health Department to partner with PALS to host two Rabies Immunization Clinics with a not to exceed value of $600.00 per clinic. The clinic hosted on January 17, 2026 totaled $3,660.00 and requires Commissioner Court approval before the invoice may be paid.

Fiscal Impact:

Amount Requested: $4,150.00
Line Item Number: 120-675-24.5355

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Commissioners Court approval needed due to exceeding the initially approved amount. Funds available within the department.
($1,800) - Decrease Contract Services 120-675-24.5448
$1,800 - Increase Special Projects 120-675-24.5355

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: One clinic exceeds the value approved by the Commissioners Court

Auditor's Office:

G/L Account Validated Y/N?: Yes, Special Projects Expense
New Revenue Y/N?: N/A
Comments:

Attachments

PALS Invoice

Helping People and the Pets They Love

INVOICE

SERVICE PROVIDER	CUSTOMER
Prevent A Litter of Central Texas PO Box 401 San Marcos, TX 78667 Phone: (512)754-7257 Pal@Preventalitter.com	HAYS COUNTY

DATE:	DESCRIPTION	SHOTS	$ PER SHOT	TOTAL
01/17/26	Free Rabies Vaccination Clinic			
	FELINE	135	$10.00	$1,350.00
	CANINE	231	$10.00	$2,310.00
				$0.00
01/20/26	Free Rabies Vaccination Clinic			
	FELINE	16	$10.00	$160.00
	CANINE	33	$10.00	$330.00
				$0.00
				$0.00
				$0.00
				$0.00
				$4,150.00

THANK YOU FOR YOUR BUSINESS!

TOTAL **$4,150.00**

AGENDA ITEM REQUEST FORM: G. 28.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Stephanie Hunt, Tammy Crumley

Sponsor: Commissioner Hammer

Agenda Item

Authorize the execution of a First Amendment to the Contract between Hays County and Alamo Roofing related to IFB 2026-B04 Health Department Roof Repair - Hailstorm May 2024 to extend the contract completion date through October 31, 2026. **HAMMER/CRUMLEY/HUNT**

Summary

Alamo Roofing is requesting a contract extension to allow for delays in the overall roof installation.

Attachments

Amendment 1

First Amendment to the Contract
Between
Hays County and Alamo Roofing
for IFB 2026-B04 Health Department Roof Repair – Hailstorm May 2024

1. This First Amendment to the Health Department Roof Repair – Hailstorm May 2024 Contract (the "First Amendment"), attached as *Exhibit "A"* and executed April 14, 2026, is made this 29th day of September 2026, by and between **Hays County, Texas ("Client")** and **Alamo Roofing ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Term of Contract:
- Current Completion Date: September 30, 2026
- Extended Completion Date: October 31, 2026

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ALAMO ROOFING

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: G. 29.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Stephanie Hunt, Anthony Hipolito, Joel Ware

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a fourth amendment with Wellpath, LLC pursuant to RFP 2021-P04 Medical Service Jail & Juvenile Detention Center, providing for a Consumer Price Index (CPI) increase of 3%, resulting in annual payments of $5,000,866.97. **INGALSBE/HIPOLITO/WARE/HUNT**

Summary:

Wellpath provides health care services for the County Jail and Juvenile Detention center pursuant to RFP 2021-P04 Medical Service Jail & Juvenile Detention Center. The annual CPI increase of 3% is pursuant to Article IX Section 1.

Fiscal Impact:

Amount Requested: $145,656.32
Line Item Number: 001-618-03.5801/070-685-00.5801

Budget Office:

Source of Funds: General Fund/Juvenile Detention Center Fund
Budget Amendment Required Y/N?: No
Comments: CPI increase included in expenditures during the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFP 2021-P04 Medical Service Jail & Juvenile Detention Center

Auditor's Office:

G/L Account Validated Y/N?: Yes, Health Care Program Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

4th Amendment
2026-2027 Proposal

Fourth Amendment to the Agreement
Between Hays County and Wellpath, LLC
(RFP 2021-P04 Medical Services – Jail and Juvenile Detention Center)

This Fourth Amendment is made the 1st day of October 2026 (the "Fourth Amendment"), to the agreement for Adult and Juvenile Health Services, effective May 1, 2022 (the "Agreement") and further amended (First Amendment, effective December 19, 2023, Second Amendment, effective October 1, 2024, and Third Amendment, effective October 1, 2025), is by and between **Hays County, Texas ("Client")** and **Wellpath, LLC ("Wellpath")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

RECITALS

WHEREAS, the initial term of the Agreement began on October 1, 2022, and will end on September 30, 2027, with three two-year renewal options;

WHEREAS, the first purpose of this Amendment, per Article IX, Section 1. a., is to document the fact that the Parties have negotiated a CPI Increase of 3% for services provided at the Hays County Jail ("Jail") and the Hays County Juvenile Detention Center ("JDC");

WHEREAS, the new compensation for the Jail shall be $4,511,926.83 (annually) or $375,993.90 (monthly); and for JDC associated services shall be $488,940.13 (annually) or $40,745.01 (monthly).

WHEREAS, the second purpose of this Amendment is to memorialize the Parties' agreement for a mid-year Salary and Benefits (SAB) review for potential market adjustments per industry standards;

NOW THERFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. This Amendment shall become effective October 1, 2026 (the "Effective Date").
3. The Parties shall continue utilizing the attached Staffing Matrices for Jail (Exbibit A) and JDC (Exhibit B), both attached hereto and incorporated herein.
4. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names per the official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

WELLPATH, LLC

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

Exhibit A
Hays County Jail
Staffing Matrix

Hays County, TX (Adult)									
Title	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/WK**	**Original FTE**
Days									
Health Services Administrator	8 |	8	8	8	8			40	1.00
Director Of Nursing	8	8	8	8	8			40	1.00
Medical Director / Physician			4					4	0.10
Mid-Level Provider		2	8	8	8			26	0.65
Registered Nurse	12	12	12	12	12	12	12	84	2.10
Licensed Vocational Nurse	28	24	24	24	28	24	24	176	4.40
Certified Medication Aide/MA	8	8	8	8	8	8	8	56	1.40
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4	4						8	0.20
Psychiatric Nurse Practitioner			8		8			16	0.40
Mental Health Coordinator	8	8	8	8	8			40	1.00
Discharge Planner	8	8	8	8	8			40	1.00
Mental Health Professional	16	16	16	16	16	20	20	120	3.00
TOTAL HOURS/FTE-Day								**690**	**17.250**
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.1
EMT	12	12	12	12	12	12	12	84	2.1
Certified Medication Aide/MA	12	12	12	12	12	12	12	84	2.1
TOTAL HOURS/FTE-Day								**252**	**6.3**
TOTAL								***942***	***23.55***

Exhibit B
Hays County Juvenile Detention Center (JDC)
Staffing Matrix

Hays County, TX (Juvenile)									
Title	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/WK**	**FTE**
Days									
Nurse Practitioner	1.5		1.5		1			4	0.1
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Day								***60***	***1.5***
Evenings									
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Evenings								***56***	***1.4***
Nights									
EMT					8	8	8	24	0.6
TOTAL HOURS/FTE-Nights								***24***	***0.6***
TOTAL								***140***	***3.5***
CONTRACT TOTAL								***1082***	***27.050***

August 21, 2026

Julie Villapando, Captain
Hays County Jail
1307 Uhland Road,
San Marcos, Texas 78666

Yvette Faulkner, Budget & Operations Manager
Hays County Sheriff's Office
810 South Stagecoach Trail
San Marcos, Texas 78666

Re: 2026 Contract Renewal for the Hays County Adult and Juvenile Detention Center

Greetings Captain Villapando and Yvette Faulkner:

I hope this letter finds you well. Wellpath LLC is proud to partner with Hays County Jail and Juvenile Detention Center, and we strive to exceed your expectations regarding the quality of services provided.

Contract Renewal and Compensation Adjustment

Per Article IX of our current agreement, the fourth year of the initial five-year agreement is set to expire on September 30, 2026, and may be renewed for the fifth and final year effective October 1, 2026, through September 30, 2027.

Upon each renewal, the parties shall negotiate an increase in accordance with the Consumer Price Index (CPI) – All Urban Consumers, U.S. City Average, Medical Care Services, not less than three percent (3.0%). As of July 2026, the CPI for "Medical Care Services" in the U.S. City Average for all urban consumers is 2.7%**.**

Therefore, Wellpath requests that the County effectuate the fourth renewal year with an annual increase of **3.0%**, consistent with our Agreement. Application of the 3.0% CPI increases the total base compensation by **$145,656.31** to **$5,000,866.97** annually, or **$416,738.91** monthly. The following table presents the associated monthly and annual cost to implement the proposed CPI increase:

Hays County, TX – Compensation		
Item	**Monthly**	**Annually**
Adult Base Compensation (10/01/2025 – 9/30/2026)	$365,042.62	$4,380,511.49
3.0% CPI Increase	$10,951.28	$131,415.34
Proposed Adult Base Compensation	**$375,993.90**	**$4,511,926.83**
Juvenile Base Compensation (10/01/2025 – 9/30/2026)	$39,558.26	$474,699.16
3.0% CPI Increase	$1,186.75	$14,240.97
Proposed Juvenile Base Compensation	**$40,745.01**	**$488,940.13**
Total Proposed Base Amount Effective (10/01/2026 - 9/30/2027)	**$416,738.91**	**$5,000,866.97**

Wellpath®
6550 Carothers Parkway, Suite 500
Franklin TN 37067

This is a proposal only and does not constitute a contract amendment. Wellpath has developed this proposal based on current wage rates. The prices in this proposal shall remain valid for **90 days from the date of this letter**. Wellpath reserves the right to adjust the prices to reflect current market data.

As per previous years, we will await the County-drafted amendment before moving forward. If the County prefers that we provide a draft instead, please sign where indicated and email a signed copy to Aiden Preciado, Retention Specialist, at **Apreciado@wellpath.us**. Upon receiving the signed proposal, our Legal Department will draft a formal contract amendment and route it to the appropriate individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect

We look forward to discussing the information presented above. If the County accepts, please sign this letter in the space provided on the following page. Should you have any questions, please do not hesitate to contact Greg Roberts, Regional Director of Operations, at (972) 547-5296.

Sincerely,

Synthia Peterson, Division President

Cc: *CJ Whitfield, Regional Vice President*
Greg Roberts, Regional Director of Operations
Christi Cunningham, Client Retention Director

The undersigned is authorized by Hays County to accept the above terms.

_____ _____
Authorized Hays County Representative *Date Signed*

_____ _____
Print Name *Title*

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

Wellpath®
6550 Carothers Parkway, Suite 500
Franklin TN 37067

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #341693Q in the amount of $140,202.02 and acceptance of the roads into the County Road Maintenance System for Waterstone Subdivision, Unit A. **INGALSBE/A.JONES**

Summary

Staff recommends acceptance of these roads into the County Road Maintenance System. Roads include: Alamito Avenue (985 ft.), Magalia Lane (1,406 ft.), Boca Chica Drive (1,128 ft.), Avre Loop (1,307 ft.), and Agua Azul Bend (735 ft.). Please see attachment for details.

Attachments

Bonds
Plat

MAINTENANCE BOND

Bond No.: **341693Q**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of One Hundred Forty Thousand Two Hundred Two & 02/100 ($140,202.02) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Waterstone Unit A

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

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

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

This 3rd day of August, 2023.

JL Gray Construction, Inc.
Principal

By: _____

Westfield Insurance Company
Surety

Seal

By: _____
Jack Nottingham, Attorney-in-fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **4220012 14**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

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

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

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

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

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

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina ss.:

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

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

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of August A.D., 2023 .

Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

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

8. **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

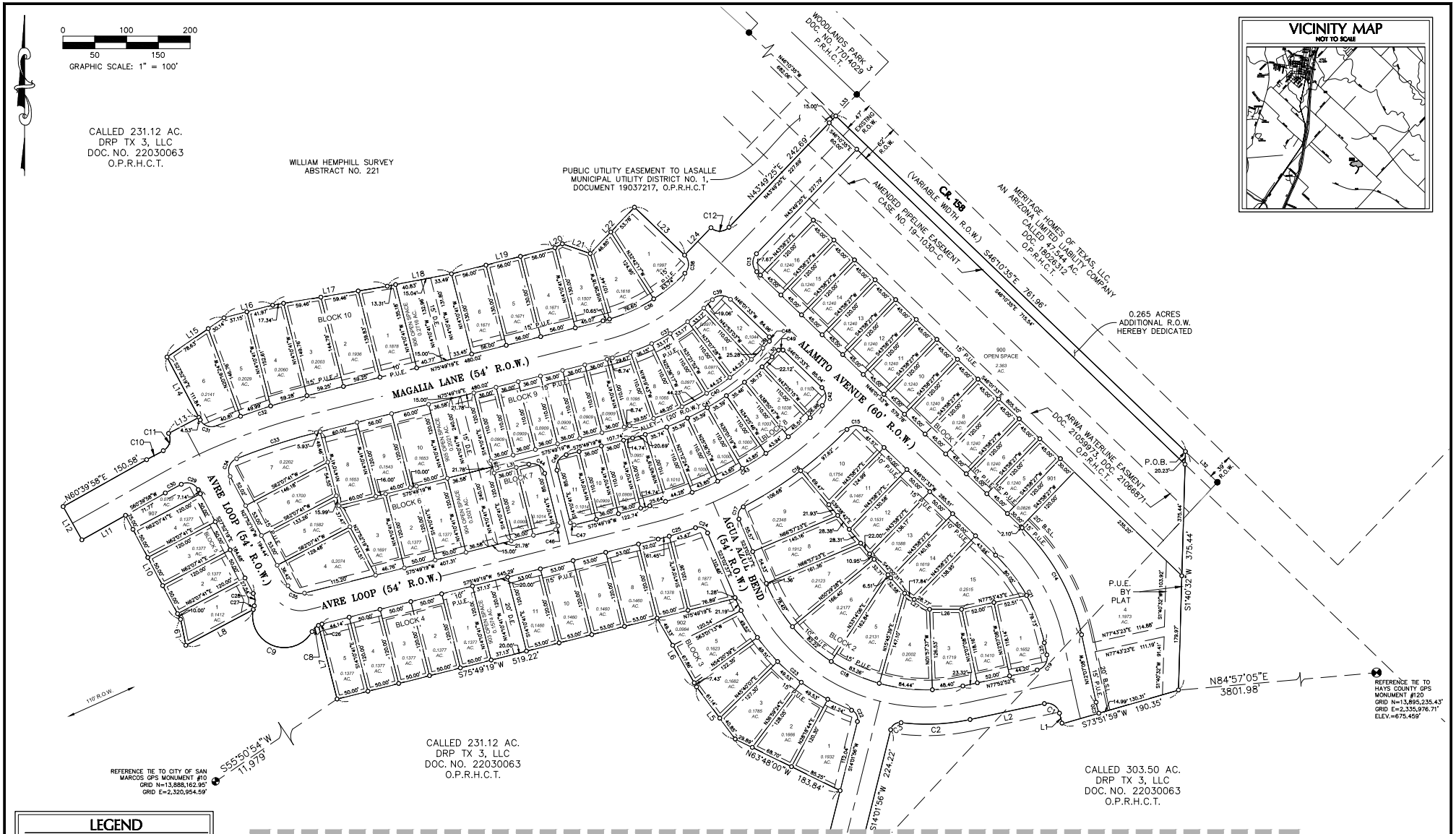
1-800-252-3439

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

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

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

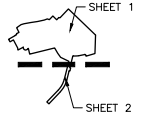
UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



LEGEND

———	PHASE BOUNDARY
– – – –	ADJOINER PROPERTY LINE
– – – –	BUILDING SETBACK LINE + PUE (UNLESS NOTED)
●	1/2" IRON ROD FOUND [UNLESS NOTED]
○	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "DOUCET"
D.E.	DRAINAGE EASEMENT
O.S.	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
WWE	WASETEWATER LINE EASEMENT
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
[ ]	CALLED ACREAGE
Ac.	ACRES

INDEX MAP



SURVEYORS NOTES:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.000081. UNITS: US SURVEY FEET.

THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE NOTED FOR INFORMATIONAL PURPOSES ONLY.

THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

FINAL PLAT
WATERSTONE
UNIT A
HAYS COUNTY, TEXAS

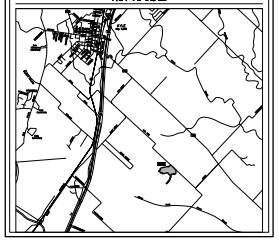
D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPELS Firm #10105800 / TBPE Firm #3937

Date:	3-20-2023
Scale:	1"=100'
Drawn by:	SWP
Reviewer:	JB
Project:	913-004
Sheet:	1 of 3
Field Book:	–
Party Chief:	–
Survey Date:	–

X:\Departments\Geospatial\Projects\913-004 Waterstone\CADD\dwg\Working\plat\913-004 Unit A Plat - srf.dwg

0 100 200
50 150
GRAPHIC SCALE: 1" = 100'

VICINITY MAP
NOT TO SCALE



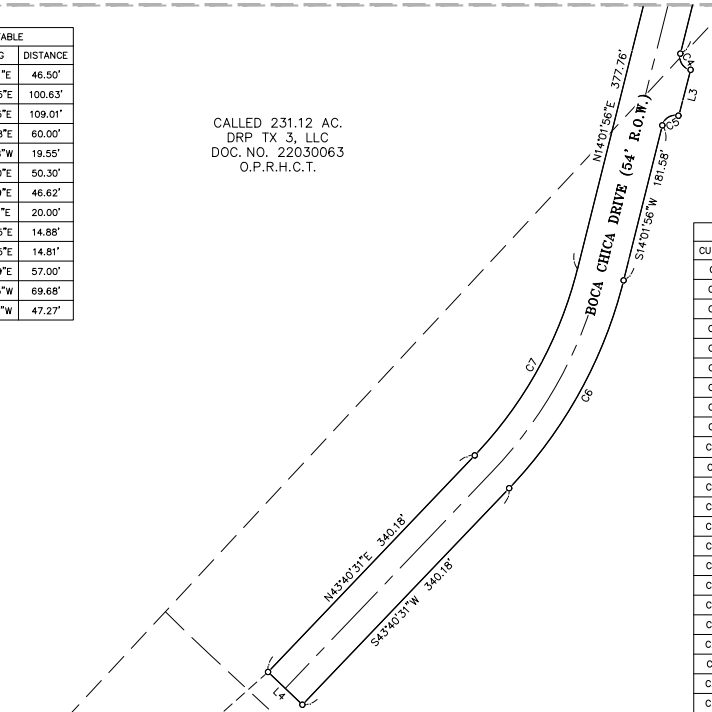
MATCHLINE SHEET 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°23'05"W	17.29'
L2	S77°52'52"W	119.55'
L3	S14°24'45"W	54.00'
L4	N46°19'29"W	54.00'
L5	N36°35'50"W	101.99'
L6	N29°47'47"W	124.63'
L7	N14°10'41"W	119.30'
L8	S62°07'41"W	120.00'
L9	N11°29'37"W	41.69'
L10	N27°52'19"W	185.00'
L11	S60°39'58"W	78.81'
L12	N29°20'02"W	60.00'
L13	N62°07'41"E	54.00'
L14	N27°52'19"W	107.31'
L15	N55°27'39"E	108.77'
L16	N75°23'03"E	79.11'
L17	N80°36'36"E	182.67'
L18	N79°08'50"E	102.67'
L19	N75°49'19"E	168.00'
L20	N62°00'17"E	13.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S70°51'41"E	46.50'
L22	N43°42'35"E	100.63'
L23	S46°17'25"E	109.01'
L24	N43°53'58"E	60.00'
L25	N12°07'08"W	19.55'
L26	S89°52'10"E	50.30'
L27	S57°14'59"E	46.62'
L28	S14°10'41"E	20.00'
L29	N43°49'25"E	14.88'
L30	N43°49'25"E	14.81'
L31	N75°49'19"E	57.00'
L32	N46°10'35"W	69.68'
L33	S44°14'13"W	47.27'

CALLED 231.12 AC.
DRP TX 3, LLC
DOC. NO. 22030063
O.P.R.H.C.T.

CALLED 303.50 AC.
DRP TX 3, LLC
DOC. NO. 22030063
O.P.R.H.C.T.



CALLED 46.03 AC.
DRP TX 3, LLC
DOC. NO. 22030063
O.P.R.H.C.T.

CALLED 231.12 AC.
DRP TX 3, LLC
DOC. NO. 22030063
O.P.R.H.C.T.

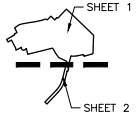
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.13'	20.00'	89°10'19"	N57°31'58"W	28.08'
C2	108.99'	327.00'	19°05'49"	S87°25'47"W	108.49'
C3	21.72'	15.00'	82°56'45"	S55°30'19"W	19.87'
C4	24.37'	15.03'	92°51'54"	S32°27'10"E	21.79'
C5	24.00'	15.01'	91°37'26"	S59°51'39"W	21.53'
C6	272.65'	527.00'	29°38'35"	S28°51'14"W	269.62'
C7	244.71'	473.00'	29°38'35"	N28°51'14"E	241.99'
C8	14.20'	25.00'	32°32'24"	S45°59'11"W	14.01'
C9	141.02'	50.00'	161°35'44"	N69°29'08"W	98.71'
C10	29.72'	1,030.00'	1°39'12"	N61°29'34"E	29.72'
C11	31.48'	20.00'	90°11'28"	N17°13'25"E	28.33'
C12	31.38'	20.00'	89°53'10"	N88°46'00"E	28.26'
C13	31.36'	20.00'	89°50'58"	N01°06'04"W	28.25'
C14	195.29'	330.00'	33°54'25"	N29°04'20"W	192.45'
C15	31.45'	20.00'	90°05'29"	S88°55'43"W	28.31'
C16	204.30'	624.00'	18°45'33"	S53°15'44"W	203.39'
C17	22.43'	15.00'	85°41'08"	S19°47'57"W	20.40'
C18	376.77'	273.00'	79°04'30"	S62°34'52"E	347.57'
C19	31.42'	20.00'	90°00'00"	N32°52'52"E	28.28'
C20	17.85'	262.40'	3°53'55"	N14°03'18"W	17.85'
C21	159.78'	270.00'	33°54'25"	N29°04'20"W	157.46'
C22	21.72'	15.00'	82°56'45"	S27°26'26"E	19.87'
C23	261.79'	327.00'	45°52'11"	S45°58'43"E	254.85'
C24	22.72'	15.00'	86°46'36"	S66°25'56"E	20.61'
C25	61.45'	624.00'	5°38'33"	N73°00'03"E	61.43'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C26	5.92'	25.00'	13°33'56"	S69°02'21"W	5.91'
C27	6.15'	50.00'	7°02'55"	N14°49'59"E	6.15'
C28	20.01'	25.00'	45°51'04"	N04°56'47"W	19.48'
C29	31.16'	20.00'	89°16'24"	N72°30'22"W	28.10'
C30	28.51'	970.00'	1°41'02"	S61°30'29"W	28.51'
C31	29.56'	20.00'	84°40'19"	S70°12'28"E	26.94'
C32	150.39'	1,030.00'	8°21'56"	N71°38'21"E	150.26'
C33	132.10'	970.00'	7°48'11"	N71°55'14"E	132.00'
C34	33.47'	20.00'	95°53'27"	N20°04'25"E	29.70'
C35	30.63'	23.00'	76°18'22"	N66°01'30"W	28.42'
C36	150.79'	270.00'	31°59'54"	N59°49'22"E	148.84'
C37	184.30'	330.00'	31°59'54"	N59°49'22"E	181.91'
C38	31.46'	20.00'	90°06'50"	N01°14'00"W	28.31'
C39	31.47'	20.00'	90°09'02"	N88°53'56"E	28.32'
C40	245.73'	440.00'	31°59'54"	S59°49'22"W	242.55'
C41	256.90'	460.00'	31°59'54"	S59°49'22"W	253.57'
C42	31.38'	20.00'	89°53'38"	N01°04'45"W	28.26'
C43	317.90'	570.00'	31°57'17"	N59°50'40"E	313.79'
C44	31.42'	20.00'	90°00'00"	S59°10'41"E	28.28'
C45	31.42'	20.00'	90°00'00"	S30°49'19"W	28.28'
C46	7.85'	5.00'	90°00'00"	S30°49'19"W	7.07'
C47	7.85'	5.00'	90°00'00"	S59°10'41"E	7.07'
C48	7.84'	5.00'	89°50'58"	S01°06'04"E	7.06'
C49	7.87'	5.00'	90°09'02"	S88°53'56"W	7.08'

LEGEND

	PHASE BOUNDARY
	ADJOINER PROPERTY LINE
	BUILDING SETBACK LINE + PUE (UNLESS NOTED)
●	1/2" IRON ROD FOUND [UNLESS NOTED]
○	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "DOUCET"
D.E.	DRAINAGE EASEMENT
O.S.	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
WWE	WASETEWATER LINE EASEMENT
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
[ ]	CALLED ACREAGE
Ac.	ACRES

INDEX MAP



SURVEYORS NOTES:
COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD83 (2011), EPOCH 2010.

DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, DIVIDE BY THE FOLLOWING COMBINED SCALE FACTOR=1.00009768.

THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE NOTED FOR INFORMATIONAL PURPOSES ONLY.

THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

FINAL PLAT
WATERSTONE
UNIT A
HAYS COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPELS Firm #10105800 / TBPE Firm #3937

Date:	3-20-2023
Scale:	1"=100'
Drawn by:	SWP
Reviewer:	JB
Project:	913-004
Sheet:	1 of 3
Field Book:	-
Party Chief:	-
Survey Date:	-

X:\Departments\Geospatial\Projects\913-004 Waterstone\CADD\dwg\Working\plat\913-004 Unit A Plat - srf.dwg

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

KNOWN ALL MEN BY THESE PRESENTS, THAT WE, DRP TX 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WITH ITS HOME ADDRESS AT 590 MADISON AVENUE, 13TH FLOOR, NEW YORK, NEW YORK 10022, BEING THE OWNERS OF 25.88 ACRES OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, HAYS COUNTY, TEXAS, AND BEING A PART OF A CALLED 303.50 ACRE TRACT AND A PART OF A CALLED 231.12 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 22030063 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 25.88 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS

WATERSTONE UNIT A

IN WITNESS WHEREOF, DRP TX 3, LLC, HAVE CAUSED THESE PRESENTS TO BE

EXECUTED THIS THE _____ DAY OF _____, 20__ A.D.

PRELIMINARY

THOMAS ANKER DATE
DRP TX 3, LLC
590 MADISON AVENUE
13TH FLOOD
NEW YORK, NEW YORK 10022

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSED AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC MY COMMISSION EXPIRES:
IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATION:
STATE OF TEXAS §
COUNTY OF TRAVIS §

I, JOHN BARNARD, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY 03/20/2023

JOHN BARNARD DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5749
DOUCET & ASSOCIATES, INC.
JBARNARD@DOUCETENGINEERS.COM

ENGINEER'S CERTIFICATION:
STATE OF TEXAS §
COUNTY OF TRAVIS §

I, TRACY A. BRATTON, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

PRELIMINARY 03/20/2023

TRACY A. BRATTON, P.E. DATE
TEXAS REGISTRATION NO. 90095
DOUCET & ASSOCIATES, INC.
7401B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TEXAS 78735

FLOOD NOTE:
THIS PROPERTY IS LOCATED WITHIN UNSHADED ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 48209C0405F EFFECTIVE 09-02-2005 AND ISSUED BY FEMA FOR HAYS COUNTY, TEXAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).

HAYS COUNTY:
STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__, A.D. AT _____ O'CLOCK _____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20__, A.D. AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

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

PRELIMINARY

ELAINE HANSON CARDENAS, MBA, PHD, COUNTY CLERK
HAYS COUNTY, TEXAS

HAYS COUNTY:
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 SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

PRELIMINARY

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES
HAYS COUNTY, TEXAS

HAYS COUNTY:
STATE OF TEXAS §
COUNTY OF HAYS §

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

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

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

PRELIMINARY

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES
HAYS COUNTY, TEXAS

PRELIMINARY

ERIC VAN GAASBEEK R.S., C.F.M.,
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
HAYS COUNTY, TEXAS

CITY OF SAN MARCOS
APPROVAL CERTIFICATE
APPROVED AND AUTHORIZED TO BE RECORDED ON THE ___ DAY OF _____, 20__, BY THE PLANNING ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

CIP & ENGINEERING DATE

DIRECTOR OF PLANNING & DEVELOPMENT SERVICES DATE

RECORDING SECRETARY DATE

CHAIRMAN, PLANNING & ZONING COMMISSION DATE

WATER & WASTEWATER UTILITY APPROVAL:

WATER

CITY OF KYLE: LEON BARBA, CITY ENGINEER DATE

WASTEWATER

CITY OF KYLE: LEON BARBA, CITY ENGINEER DATE

BUILDING SETBACKS AND P.U.E.:
FRONT BSL= 18' MAX./10' MIN.
SIDE STREET BSL= 10'
SIDE BSL= 5'
BACK BSL= 5'
ELECTRIC PUE= 15' MAX./10' MIN. (FRONT ONLY)
GAS PUE=15' MAX./10' MIN. (FRONT ONLY)

AREA TABLE:

1. TOTAL LOT ACREAGE: 18.55 ACRES.
THIS PROJECT CONTAINS 103 LOTS, AVERAGING 0.1800 AC. THERE ARE:
0 LOTS > 10 AC;
0 LOT BETWEEN 10 AC AND 5 AC;
1 LOTS BETWEEN 5 AC AND 2 AC;
1 LOTS BETWEEN 2 AC AND 1 AC;
101 LOTS < 1 AC.

2 THE TOTAL AREA OF STREET IN THIS SUBDIVISION IS 7.33 ACRES.

3. THE TOTAL LENGTH OF ALL STREETS IN THIS SUBDIVISION IS 6,087 LINEAR FEET.

TOTAL ACREAGE: 25.88 ACRES.

NOTES:
1. THIS FINAL PLAT IS ONLY FOR THE IDENTIFIED IMPROVEMENTS. ADDITIONAL ROADWAYS AND UTILITIES WILL BE REQUIRED TO SERVE THIS DEVELOPMENT.
2. THIS TRACT OF LAND IS ENTIRELY WITHIN HAYS COUNTY AND THE CITY OF SAN MARCOS ETJ.
3. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY OF KYLE SPECIFICATIONS.
4. THIS PLAT (AND THE LOTS THEREIN) ARE SUBJECT TO THE APPROVED WATERSTONE REGULATING PLAN.
5. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "DRP TX3, LLC" OR ITS SUCCESSORS OR ASSIGNS.
6. ALL OPEN SPACE LOTS ARE A PUBLIC ACCESS EASEMENT AND SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. OPEN SPACE/DRAINAGE EASEMENTS TO BE MAINTAINED BY LASALLE MUD 1.
8. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
9. ALL STREET R.O.W. INCLUDED IN THIS LIST TO BE DEDICATED TO THE PUBLIC. ALL ALLEYWAY R.O.W. WILL BE PRIVATE. HAYS COUNTY IS NOT RESPONSIBLE FOR ALLEYWAY MAINTENANCE.
10. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
11. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.
12. SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH THE APPROVED REGULATING PLAN.
13. SIDEWALKS TO BE MAINTAINED BY LASALLE MUD #1.
14. THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
15. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
16. THIS PROJECT IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, EMERGENCY SERVICE DISTRICTS #5 AND #9, AND PLUM CREEK GROUNDWATER CONSERVATION DISTRICT.
17. THE FOLLOWING GPS BENCHMARKS ARE TIED TO AND REFERENCED ON THIS PLAT:

CITY OF SAN MARCOS GPS CONTROL MONUMENT #10
ALUMINUM DISK SET IN CONCRETE
GRID N=13,888,162.95'
GRID E=2,320,954.59'
ELEV.=629.43'

HAYS COUNTY GPS CONTROL MONUMENT #1120
GRID N=13,895,235.43'
GRID E=2,335,976.71'
ELEV.=675.459'

LOT SUMMARY	
TOTAL NUMBER OF BLOCKS	9
TOTAL NUMBER OF LOTS	103
RESIDENTIAL LOTS	95
DRAINAGE EASEMENT LOTS	0
LANDSCAPE LOTS	0
COMMERCIAL LOTS	0
OPEN SPACE LOTS	8
TOTAL OVERALL ACREAGE	25.88

STREET SUMMARY			
STREET NAME	R.O.W. WIDTH	PAVEMENT WIDTH	LINEAR FEET
ALAMITO AVENUE	60' R.O.W.	36'	985
MAGALIA LANE	54' R.O.W.	36'	1,406
BOCA CHICA DRIVE	54' R.O.W.	30'	1,128
AVRE LOOP	54' R.O.W.	30'	1,307
AGUA AZUL BEND	54' R.O.W.	30'	735
ALLEY-1	20' R.O.W.	18'	526
		TOTAL	6,087

FINAL PLAT
WATERSTONE
UNIT A
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPELS Firm #10105800 / TBPE Firm #3937

Date:	3-20-2023
Scale:	1"=100'
Drawn by:	SWP
Reviewer:	JB
Project:	1722-010
Sheet:	3 of 3
Field Book:	-
Party Chief:	-
Survey Date:	-

X:\Departments\Geospatial\Projects\913-004 Waterstone\CADD\dwg\Working\plat\913-004 Unit A Plat - srf.dwg

AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #355371J in the amount of $103,974.35, release or the 1-year revegetation bond #355373G in the amount of $4,709.55, and acceptance of the roads into the County Road Maintenance System for Waterstone Subdivision, Unit C. **INGALSBE/AJONES**

Summary

Staff recommends acceptance of these roads into the County Road Maintenance System. Roads include: Sormone Loop (3,003 ft.), Sambra Street (815 ft.), Jura Pass (356 ft.), and Meuse Lane (696 ft.). Please see attachment for details.

Attachments

Bonds
Plat

MAINTENANCE BOND

Bond No.: **355371J**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of One Hundred Three Thousand Nine Hundred Seventy-four & 35/100 ($103,974.35) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Waterstone Unit C

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

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

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

This 20th day of September, 2023.

JL Gray Construction, Inc.
Principal

By: _____

Westfield Insurance Company
Surety

Seal

By: _____
Jack Nottingham, Attorney-in-fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **4220012 14**

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

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

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

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

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

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

Corporate Seals Affixed

SEAL   SEAL   CHARTERED 1848

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial Seal Affixed

NOTARIAL SEAL STATE OF OHIO

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of September A.D., 2023 .

SEAL   SEAL   CHARTERED 1848

Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

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

8. **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

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

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

MAINTENANCE BOND

Bond No.: **355373G**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of Four Thousand Seven Hundred Nine & 55/100 ($4,709.55) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Waterstone Unit C (Revegetation)

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 1 year(s) following final acceptance of said improvements: Waterstone Unit C (Revegetation)

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 1 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

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

This 17th day of October, 2023.

JL Gray Construction, Inc.
Principal

By: _____

Westfield Insurance Company
Surety

Seal

By: _____
Jack Nottingham, Attorney-in-fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **4220012 14**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

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

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

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

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

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

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

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

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial Seal Affixed

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of October A.D., 2023.

Frank A. Carrino, *Secretary*

IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

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

8. **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

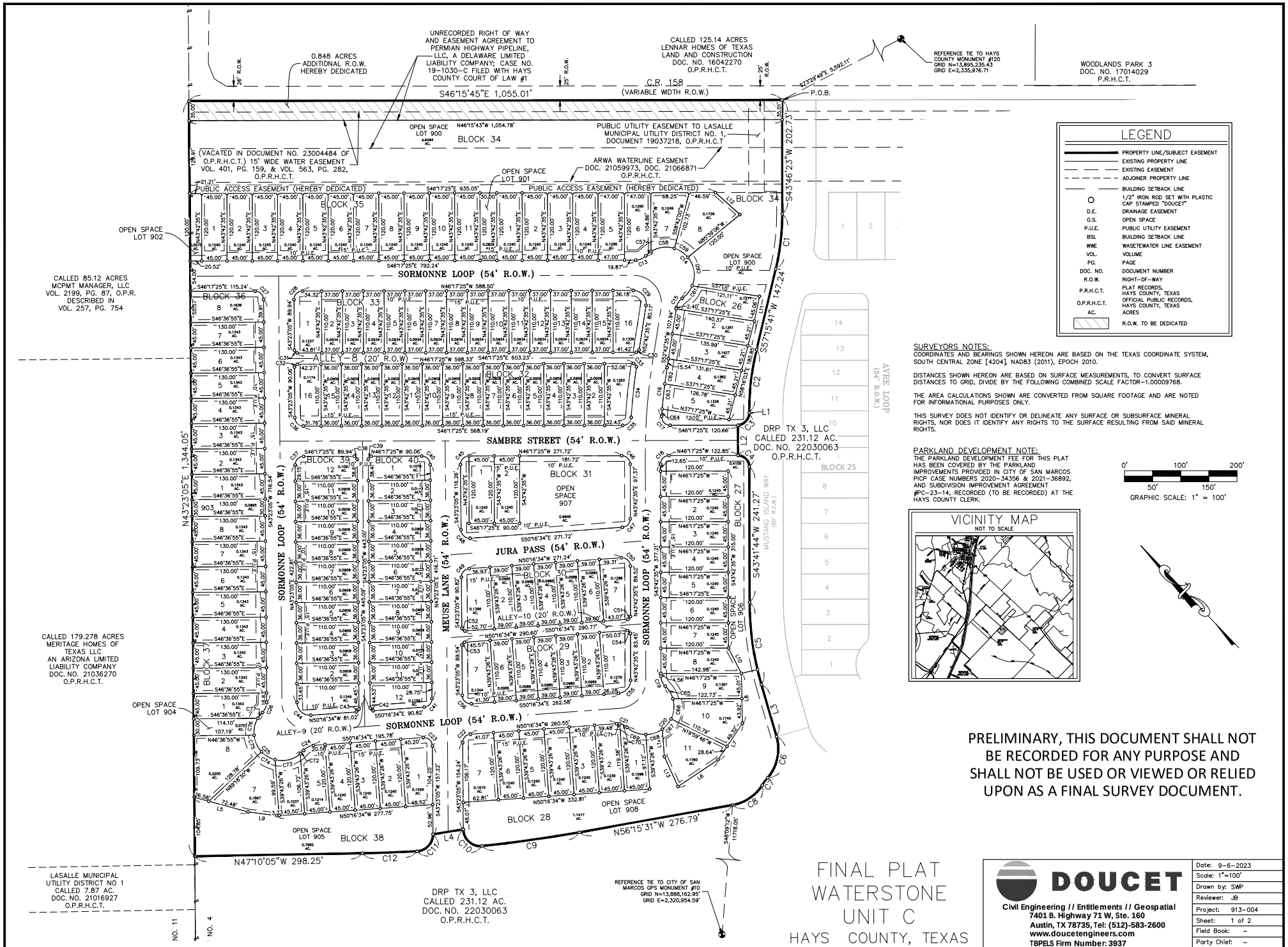
1-800-252-3439

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

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

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

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



LEGEND

	PROPERTY LINE/SUBJECT EASEMENT
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	ADJOINER PROPERTY LINE
	BUILDING SETBACK LINE
○	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "DOUCET"
D.E.	DRAINAGE EASEMENT
O.S.	OPEN SPACE
P.U.E.	PUBLIC UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
WWE	WASETEWATER LINE EASEMENT
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
AC.	ACRES
	R.O.W. TO BE DEDICATED

SURVEYORS NOTES:
COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD83 (2011), EPOCH 2010.

DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, DIVIDE BY THE FOLLOWING COMBINED SCALE FACTOR-1.00009768.

THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE NOTED FOR INFORMATIONAL PURPOSES ONLY.

THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

PARKLAND DEVELOPMENT NOTE:
THE PARKLAND DEVELOPMENT FEE FOR THIS PLAT HAS BEEN COVERED BY THE PARKLAND IMPROVEMENTS PROVIDED IN CITY OF SAN MARCOS PICP CASE NUMBERS 2020-34356 & 2021-36892, AND SUBDIVISION IMPROVEMENT AGREEMENT #PC-23-14, RECORDED (TO BE RECORDED) AT THE HAYS COUNTY CLERK.

0' 100' 200'
50' 150'
GRAPHIC SCALE: 1" = 100'

VICINITY MAP
NOT TO SCALE

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.

FINAL PLAT
WATERSTONE UNIT C
HAYS COUNTY, TEXAS

DOUCET
Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPELS Firm Number: 3937
TBPELS Firm Number: 10194551

Date:	9-6-2023
Scale:	1"=100'
Drawn by:	SWP
Reviewer:	JB
Project:	913-004
Sheet:	1 of 2
Field Book:	–
Party Chief:	–
Survey Date:	–

X:\Departments\Geospatial\Projects\913-004 Waterstone\CADD\dwg\Working\plat\913-004 Unit C Plat - srf.dwg

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

KNOWN ALL MEN BY THESE PRESENTS, THAT WE, DRP TX 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WITH ITS HOME ADDRESS AT 590 MADISON AVENUE, 13TH FLOOR, NEW YORK, NEW YORK 10022, BEING THE OWNERS OF 30.56 ACRES OF LAND IN THE WILLIAM HEMPHILL SURVEY NUMBER 4, ABSTRACT NUMBER 221, HAYS COUNTY, TEXAS, AND BEING A PART OF A CALLED 231.12 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 22030063 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 30.56 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS

WATERSTONE UNIT C

IN WITNESS WHEREOF, DRP TX 3, LLC, HAVE CAUSED THESE PRESENTS TO BE

EXECUTED THIS THE _____ DAY OF _____, 20__ A.D.

PRELIMINARY

_____ DATE
BRIAN CLAUSON
DRP TX 3, LLC
590 MADISON AVENUE
13TH FLOOR
NEW YORK, NEW YORK 10022

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSED AND CONSIDERATIONS THEREIN STATED.

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

_____
NOTARY PUBLIC MY COMMISSION EXPIRES:
IN AND FOR THE STATE OF TEXAS

ENGINEER'S CERTIFICATION:
STATE OF TEXAS §
COUNTY OF TRAVIS §

I, TRACY A. BRATTON, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

PRELIMINARY 09/06/2023

_____ DATE
TRACY A. BRATTON, P.E.
TEXAS REGISTRATION NO. 90095
DOUCET & ASSOCIATES, INC.
7401B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TEXAS 78735

SURVEYOR'S CERTIFICATION:
STATE OF TEXAS §
COUNTY OF TRAVIS §

I, JOHN BARNARD, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY 09/06/2023

_____ DATE
JOHN BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5749
DOUCET & ASSOCIATES, INC.
JBARNARD@DOUCETENGINEERS.COM

WATER & WASTEWATER UTILITY APPROVAL:

WATER

_____
CITY OF KYLE: LEON BARBA, CITY ENGINEER DATE

WASTEWATER

_____
CITY OF KYLE: LEON BARBA, CITY ENGINEER DATE

FLOOD NOTE:
THIS PROPERTY IS LOCATED WITHIN UNSHADED ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 48209C0405F EFFECTIVE 09-02-2005 AND ISSUED BY FEMA FOR HAYS COUNTY, TEXAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).

HAYS COUNTY:
STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__, A.D. AT _____ O'CLOCK _____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20__, A.D. AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

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

PRELIMINARY

_____
ELAINE HANSON CARDENAS, MBA, PHD, COUNTY CLERK
HAYS COUNTY, TEXAS

HAYS COUNTY:
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 SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

PRELIMINARY

_____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES
HAYS COUNTY, TEXAS

HAYS COUNTY:
STATE OF TEXAS §
COUNTY OF HAYS §

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

PRELIMINARY

_____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES
HAYS COUNTY, TEXAS

PRELIMINARY

_____
ERIC VAN GAASBEEK, R.S., C.F.M., FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES
HAYS COUNTY, TEXAS

CITY OF SAN MARCOS
APPROVAL CERTIFICATE
APPROVED AND AUTHORIZED TO BE RECORDED ON THE ____ DAY OF _____, 20___, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

_____
CIP & ENGINEERING DATE

_____
DIRECTOR OF PLANNING & DEVELOPMENT SERVICES DATE

_____
RECORDING SECRETARY DATE

_____
CHAIRMAN, PLANNING & ZONING COMMISSION DATE

STREET SUMMARY					
STREET NAME	R.O.W. WIDTH	PAVEMENT WIDTH	LINEAR FEET	CITY OF SAN MARCOS ROADWAY CLASSIFICATION	HAYS COUNTY ROADWAY CLASSIFICATION
SORMONNE LOOP	54' R.O.W.	27'	3,003	RS54-30A	URBANIZED LOCAL ROADWAY
SAMBRE STREET	54' R.O.W.	27'	815	RS54-30A	URBANIZED LOCAL ROADWAY
JURA PASS	54' R.O.W.	27'	356	RS54-30A	URBANIZED LOCAL ROADWAY
MEUSE LANE	54' R.O.W.	27'	696	RS54-30A	URBANIZED LOCAL ROADWAY
ALLEY-8	20' R.O.W.	20'	665	RS20-15	N/A
ALLEY-9	20' R.O.W.	20'	508	RS20-15	N/A
ALLEY-10	20' R.O.W.	20'	356	RS20-15	N/A
			TOTAL		
			6,399		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°41'44"W	1.98'
L2	S43°41'07"W	54.00'
L3	S27°37'55"W	96.28'
L4	N55°24'20"W	54.64'
L5	N30°56'32"W	99.06'
L6	N80°04'01"W	85.66'
L7	S77°39'08"W	77.95'
L8	S42°36'35"W	88.93'
L9	S38°42'36"E	51.93'
L10	S16°39'19"W	50.53'
L11	S55°46'50"W	45.06'
L12	S04°17'12"E	58.55'
L13	N19°20'05"E	58.67'
L14	N39°43'26"E	48.81'

LOT SUMMARY	
TOTAL NUMBER OF BLOCKS	15
TOTAL NUMBER OF LOTS	147
RESIDENTIAL LOTS	138
DRAINAGE EASEMENT LOTS	0
LANDSCAPE LOTS	0
COMMERCIAL LOTS	0
OPEN SPACE LOTS	9
TOTAL OVERALL ACREAGE	30.56
PARKLAND DEVELOPMENT FEE (138 UNITS @ $425/UNIT	$58,650

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	98.87'	421.31'	13°26'47"	S50°31'02"W	98.65'
C2	113.65'	480.00'	13°33'57"	S50°28'43"W	113.38'
C3	30.65'	22.28'	78°49'44"	S88°42'10"W	28.29'
C4	31.41'	20.00'	89°59'09"	S01°17'50"E	28.28'
C5	148.59'	530.00'	16°03'49"	S35°39'50"W	148.11'
C6	78.04'	79.00'	56°35'54"	S55°55'52"W	74.90'
C7	16.40'	119.00'	7°53'51"	S80°16'54"W	16.39'
C8	65.37'	79.00'	47°24'30"	N79°57'47"W	63.52'
C9	174.89'	2,445.00'	4°05'54"	N54°12'34"W	174.85'
C10	50.03'	30.00'	95°32'42"	N04°23'16"W	44.43'
C11	45.64'	30.00'	87°09'57"	S86°58'08"W	41.36'
C12	97.30'	2,445.00'	2°16'48"	N48°18'30"W	97.29'
C13	20.12'	25.00'	46°06'20"	S69°20'35"E	19.58'
C14	166.86'	50.00'	191°12'38"	S03°12'35"W	99.52'
C15	20.12'	25.00'	46°06'20"	S75°45'44"W	19.58'
C16	87.35'	973.00'	5°08'37"	S50°08'16"W	87.32'
C17	24.57'	15.00'	93°51'22"	S00°38'16"W	21.91'
C18	23.56'	15.00'	90°00'01"	S88°42'35"W	21.21'
C19	20.12'	25.00'	46°06'20"	S20°39'25"W	19.58'
C20	155.53'	50.00'	178°13'31"	S86°43'00"W	99.99'
C21	20.12'	25.00'	46°06'20"	N27°13'24"W	19.58'
C22	22.60'	15.00'	86°20'21"	S86°33'16"W	20.52'
C23	24.52'	15.00'	93°39'39"	S03°26'44"E	21.88'
C24	20.12'	25.00'	46°06'20"	S73°19'44"E	19.58'
C25	162.20'	50.00'	185°52'18"	S03°26'44"E	99.87'
C26	20.12'	25.00'	46°06'20"	S66°26'15"W	19.58'
C27	23.48'	15.00'	89°40'30"	S01°27'10"E	21.15'
C28	23.65'	15.00'	90°19'30"	S88°32'50"W	21.27'
C29	39.74'	23.00'	98°59'59"	N03°12'35"E	34.98'
C30	7.07'	5.00'	81°00'01"	S86°47'25"E	6.49'
C31	7.83'	5.00'	89°40'30"	S01°27'10"E	7.05'
C32	7.88'	5.00'	90°19'30"	S88°32'50"W	7.09'
C33	8.60'	5.00'	98°36'21"	N03°00'46"E	7.58'
C34	90.72'	1,027.00'	5°03'40"	N49°47'07"E	90.69'
C35	22.63'	15.00'	86°27'19"	S89°31'04"E	20.55'
C36	23.48'	15.00'	89°40'30"	S01°27'10"E	21.15'
C37	23.65'	15.00'	90°19'30"	N88°32'50"E	21.27'
C38	7.83'	5.00'	89°40'30"	S01°27'10"E	7.05'
C39	7.88'	5.00'	90°19'30"	S88°32'50"W	7.09'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C40	23.48'	15.00'	89°40'30"	N01°27'10"W	21.15'
C41	22.60'	15.00'	86°20'21"	N86°33'16"E	20.52'
C42	8.17'	5.00'	93°39'39"	S03°26'44"E	7.29'
C43	7.53'	5.00'	86°20'21"	S86°33'16"W	6.84'
C44	37.60'	23.00'	93°39'39"	N03°26'44"W	33.55'
C45	23.65'	15.00'	90°19'30"	S88°32'50"W	21.27'
C46	23.56'	15.00'	89°59'59"	N01°17'25"W	21.21'
C47	22.52'	15.00'	86°00'52"	N86°43'00"E	20.46'
C48	24.52'	15.00'	93°39'39"	S03°26'44"E	21.88'
C49	22.60'	15.00'	86°20'21"	S86°33'16"W	20.52'
C50	24.61'	15.00'	93°59'08"	N03°17'00"W	21.94'
C51	7.51'	5.00'	86°00'52"	N86°43'00"E	6.82'
C52	8.17'	5.00'	93°39'39"	S03°26'44"E	7.29'
C53	7.53'	5.00'	86°20'21"	S86°33'16"W	6.84'
C54	8.20'	5.00'	93°59'08"	N03°17'00"W	7.31'
C55	34.53'	23.00'	86°00'52"	N86°43'00"E	31.38'
C56	24.52'	15.00'	93°39'39"	S03°26'44"E	21.88'
C57	11.86'	50.00'	13°35'40"	S85°39'11"E	11.84'
C58	43.41'	50.00'	49°44'53"	S53°58'55"E	42.06'
C59	29.20'	50.00'	33°27'23"	S12°22'47"E	28.78'
C60	53.75'	50.00'	61°35'37"	S35°08'43"W	51.20'
C61	28.78'	50.00'	32°58'53"	S82°25'56"W	28.39'
C62	29.46'	973.00'	1°44'05"	S51°50'32"W	29.46'
C63	45.07'	973.00'	2°39'14"	S49°38'52"W	45.06'
C64	12.83'	973.00'	0°45'20"	S47°56'35"W	12.83'
C65	26.46'	50.00'	30°19'12"	S12°45'51"W	26.15'
C66	36.72'	50.00'	42°04'47"	S48°57'50"W	35.90'
C67	24.22'	50.00'	27°45'04"	S83°52'46"W	23.98'
C68	31.43'	50.00'	36°00'50"	N64°14'17"W	30.91'
C69	36.70'	50.00'	42°03'38"	N25°12'03"W	35.89'
C70	14.55'	25.00'	33°21'03"	N20°50'46"W	14.35'
C71	5.57'	25.00'	12°45'16"	N43°53'56"W	5.55'
C72	8.53'	50.00'	9°46'21"	S88°30'17"W	8.52'
C73	47.86'	50.00'	54°50'46"	N59°11'10"W	46.06'
C74	28.32'	50.00'	32°27'17"	N15°32'08"W	27.94'
C75	32.93'	50.00'	37°44'02"	N19°33'31"E	32.34'
C76	31.29'	50.00'	35°51'36"	N56°21'21"E	30.79'
C77	13.27'	50.00'	15°12'16"	N81°53'17"E	13.23'

AREA TABLE:

1. TOTAL LOT ACREAGE: 23.88 ACRES.
THIS PROJECT CONTAINS 147 LOTS, AVERAGING 0.1674 AC. THERE ARE:
0 LOTS > 10 AC;
0 LOT BETWEEN 10 AC AND 5 AC;
1 LOTS BETWEEN 5 AC AND 2 AC;
1 LOTS BETWEEN 2 AC AND 1 AC;
145 LOTS < 1 AC.

2 THE TOTAL AREA OF STREET IN THIS SUBDIVISION IS 6.68 ACRES.

3. THE TOTAL LENGTH OF ALL STREETS IN THIS SUBDIVISION IS 6,399 LINEAR FEET.

TOTAL ACREAGE: 30.56 ACRES.

NOTES:
1. THIS PROJECT IS IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS, TEXAS.
2. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG ALL STREETS. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
3. THIS PLAT (AND THE LOTS THEREIN) ARE SUBJECT OT THE APPROVED WATERSTONE REGULATING PLAN (CITY OF SAN MARCOS REFERENCE NUMBER RP-19-01), DOCUMENT ID 22030049 O.P.R.H.C.T. RECORDED 06/14/2023.
4. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY OF SAN MARCOS SPECIFICATIONS.
5. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "DRP TX 3, LLC" OR ITS SUCCESSORS OR ASSIGNS.
6. OPEN SPACE LOTS 900-904 ARE HEREBY DEDICATED BY THIS PLAT AS PUBLIC ACCESS EASEMENTS AND SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. DRAINAGE EASEMENTS ARE TO BE PRIVATELY MAINTAINED.
8. PROPOSED ROADWAYS ARE TO BE PUBLIC
9. THIS PLAT LIES ENTIRELY OUTSIDE THE EDWARDS AQUIFER RECHARGE AND CONTRIBUTING ZONES.
10. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100-YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
11. THIS PROJECT IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, EMERGENCY SERVICE DISTRICTS #5 AND #9, AND PLUM CREEK GROUNDWATER CONSERVATION DISTRICT.
12. ALL LOTS FRONTING ROADWAYS SHALL HAVE A 25-FOOT BUILDING SETBACK LINE PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705 § 8.01 (F).
13. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED, RETAINED, AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
14. ALL ROADWAYS SHOULD BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
15. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
16. SIDEWALKS ARE REQUIRED ALONG ALL STREETS PER THE APPROVED WATERSTONE REGULATING PLAN.
17. PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725.3.02, POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2-, 5-, 10-, 25-, AND 100-YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
18. WATER AND WASTEWATER SERVICE TO BE PROVIDED BY THE CITY OF KYLE.
19. ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
20. GAS SERVICE TO BE PROVIDED BY CENTERPOINT ENERGY.
21. 15' WATER EASEMENT CONVEYED TO COUNTY LINE WATER SUPPLY CORPERATION IN VOLUME 401, PAGE 159, AND VOLUME 563, PAGE 282, O.P.R.H.C.T.; VACATED IN DOCUMENT NO. 23004484 OF O.P.R.H.C.T.
22. THE FOLLOWING GPS BENCHMARKS ARE TIED TO AND REFERENCED ON THIS PLAT:

CITY OF SAN MARCOS GPS CONTROL MONUMENT #10
ALUMINUM DISK SET IN CONCRETE
GRID N=13,888,162.95'
GRID E=2,320,954.59'
ELEV.=629.43'

HAYS COUNTY GPS CONTROL MONUMENT #1120
GRID N=13,895,235.43'
GRID E=2,335,976.71'
ELEV.=675.459'

FINAL PLAT
WATERSTONE
UNIT C
HAYS COUNTY, TEXAS

DOUCET
Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPELS Firm Number: 3937
TBPELS Firm Number: 10194551

Date:	9-6-2023
Scale:	1"=100'
Drawn by:	SWP
Reviewer:	JB
Project:	913-004
Sheet:	1 OF 2
Field Book:	-
Party Chief:	-
Survey Date:	-

X:\Departments\Geospatial\Projects\913-004 Waterstone\CADD\dwg\Working\plat\913-004 Unit C Plat - srf.dwg

AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to release the performance bond #1001130684 in the amount of $175,778.20 and consider the acceptance of road construction & surface drainage improvements for Driftwood Golf & Ranch Club Core, Phase 3 (to be privately maintained). **SMITH/A.JONES**

Summary

Staff recommends acceptance of construction of roads, posted regulatory signage, and drainage improvements within the ROW per the engineer's concurrence letter. The roads within this section will be privately maintained.

Attachments

Letter

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

September 29, 2026

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Driftwood Golf & Ranch Club Core, Phase 3

Dear Commissioners and Judge:

Stephen R Delgado P.E., ATWELL, LLC, is requesting that Hays County release the performance bond #1001130684 in the amount of $175,778.20 and accept construction of the roads and surface drainage improvements for Driftwood Golf & Ranch Club Core, Phase 3. These roads will be privately maintained. A concurrence letter has been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Aaron Jones
Director
Hays County Transportation

ATWELL

CONSULTING. ENGINEERING. CONSTRUCTION.

October 21, 2022

Mr. Aaron Reed, P.E.
Public Works Director
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

RE: Engineer's Final Concurrence Letter
Driftwood Golf & Ranch Club Subdivision Club Core Phase 3

Dear Aaron:

I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Golf and Ranch Club Subdivision Phase 3 construction project. Furthermore, I have walked the project with the contractor, Jimmy Evans Company. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including utilities and various site improvements, were constructed in accordance with the approved plans, with insignificant deviations.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 517-7282, or by email at sdelgado@atwell-group.com.

Respectfully,
ATWELL, LLC
TBPE Firm No. 12242

Stephen R Delgado, P.E.
Director Austin Operations

Bond Number: 1001130684
Initial Premium: $2,637

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Driftwood Golf and Ranch Club as Principal, and US Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto County of Hays, Texas as Obligee, in the amount of One Hundred Seventy-Five Thousand, Seven Hundred Seventy-Eight, and Twenty cents Dollars ($175,778.20) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Hays (or the City Council of the City of), State of Texas, and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as Paving, Drainage and Erosion Sedimentation control improvements at Driftwood Club Core, Phase Three

In Tract Number / Parcel Map No.

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of December, 2021.

Principal (s):

Driftwood Golf and Ranch Club

By:

Surety:

US Specialty Insurance Company

By:

John Rowe, Attorney-In-Fact

05-2017

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2331103
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2ND day of DECEMBER, 2021.

Corporate Seals
Bond No. 100113068 4

Agency No. 16570

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

AGENDA ITEM REQUEST FORM: I. 4.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-58) between Hays County and HDR Engineering, Inc. to provide Right of Way services for the Dripping Springs Southwest Connection project in Precincts 3 and 4 and amend the budget accordingly. **SMITH/HAMMER/A.JONES**

Summary:

HDR Engineering, Inc. has been prequalified by Hays County for the requested services on Dripping Springs Southwest Connection (from US 290 to RM 12) through RFQ 2026-Q05 and was selected by Commissioners Court action on March 3, 2025, Item No. I.5.

The Professional Services Agreement includes a compensation cap of $88,298.00. The proposed facility is a four-lane roadway featuring 12-foot travel lanes, 4-foot inside shoulders, 10-foot outside shoulders, open-ditch for off-site drainage and on-site drainage for water quality requirements, water quality ponds, and two 10-foot-wide shared-use paths. The design also includes five bridge structures and a potential signal at US 290. The proposed right-of-way is approximately 200 feet in width. This project will enhance connectivity to RM 12 and serve as an alternative route to US 290. Work Authorization No. 1 in the amount of $88,298.00 will authorize preliminary title, appraisal, negotiation, title curative and closing services as well as preparation of condemnation packages for an estimated 3 parcels.

The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

Fiscal Impact:

Amount Requested: $88,298.00
Line Item Number: 036-804-96-864.5632_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: Yes
Comments:
($88,298) - Decrease Engineering Capital Outlay 036-803-96-864.5621_700
$88,298 - Increase Right of Way Capital Outlay 036-804-96-864.5632_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2026-Q05 Right-of-Way Acquisition Services Pool

Auditor's Office:

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

Attachments

2026-PSA-58

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HAYS COUNTY
CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES
Contract No. 2026 PSA-58

FIRM: **HDR Engineering, Inc. ("Contractor")**
ADDRESS: **4401 Westgate Blvd, Suite 400, Austin, TX 78745**
PROJECT: **Dripping Springs Southwest Connection ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Contractor, and such Contract is for the purpose of contracting for right of way acquisition services pursuant to RFQ 2026-Q05 Professional Right-of-Way Acquisition Services Pool, and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Contractor desire to contract for such professional Right of Way Acquisition services; and

WHEREAS, County and Contractor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

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ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. The Contractor will refer to the following documents:

A. Texas Landowners Bill of Rights
B. Design plans from the Engineer

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Contractor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Contractor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Contractor covenants and represents that Contractor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
RIGHT OF WAY COORDINATION SERVICES

Contractor shall perform Right of Way Coordination Services as identified in **Exhibit B** entitled "Right of Way Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No.__", to authorize

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the Contractor to perform one or more tasks of the Right of Way Acquisition Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Contractor of all Right of Way Acquisition Services and a fee amount agreed upon by the County and Contractor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Contractor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Contractor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Contractor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Right of Way Acquisition Services take longer than shown on the Work Authorization, through no fault of Contractor, Contractor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Contractor is expected to complete the Right of Way Acquisition Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Contractor does not perform the Right of Way Acquisition Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Right of Way Acquisition Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Right of Way Acquisition Services performed, or costs incurred after the date of termination shall not be eligible for reimbursement. Contractor shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed on or before the date specified in the Work Authorization and in accordance with and applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Contractor acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Right of Way Acquisition Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Contractor shall proceed with

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sufficient qualified personnel and consultants necessary to fully and timely accomplish all Right of Way Acquisition Services required under this Contract in a professional manner.

C. Commencement of Right of Way Acquisition Services. After execution of this Contract, Contractor shall not proceed with Right of Way Acquisition Services until Contractor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Right of Way Acquisition Services, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Contractor agrees to accept up to the amount shown below as full compensation for the Right of Way Acquisition Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Right of Way Acquisition Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Eighty-Eight Thousand Two Hundred Ninety-Eight Dollars ($88,298.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Right of Way Acquisition Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Right of Way Acquisition Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Contractor shall receive compensation for only actual fees and costs of the Right of Way Acquisition Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Right of Way Acquisition Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Contractor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Right of Way Acquisition Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Right of Way Acquisition Services shall be an absolute condition of payment.

Contractor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Contractor's invoice cost. Invoices

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requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Contractor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Contractor shall be made while Right of Way Acquisition Services are in progress. Contractor shall prepare and submit to County's Road Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Right of Way Acquisition Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Contractor shall provide the following documentation through the County's Road Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Right of Way Acquisition Services performed pursuant to this Contract, a separate Invoice Package of the Additional Right of Way Acquisition Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Right of Way Acquisition Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Right of Way Acquisition Services performed. Contractor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Contractor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Contractor shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Contractor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Contractor concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Contractor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Right of Way Acquisition Services performed which causes the payment to be late; or

D. Contractor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Contractor the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF RIGHT OF WAY ACQUISITION SERVICES

The Contractor shall not proceed with any task of the Right of Way Acquisition Services until Contractor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Right of Way Acquisition Services. The County shall not be responsible for work performed or costs incurred by Contractor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Contractor shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Contractor written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Contractor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Contractor's Designated Representative for purposes of this Contract is as follows:

Teri Morgan
teri.morgan@hdrinc.com
4401 Westgate Blvd, Suite 400
Austin, TX 78745

Contractor shall have the right, from time to time, to change the Contractor's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Contractor under this Contract, the Contractor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Contractor's Designated Representative on behalf of Contractor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Contractor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder

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by the Contractor's Designated Representative shall be binding on Contractor. Contractor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Contractor.

ARTICLE 10
PROGRESS EVALUATION

Contractor shall, from time to time during the progress of the Right of Way Acquisition Services, confer with County at County's election. Contractor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Right of Way Acquisition Services. At the request of County or Contractor, conferences shall be provided at Contractor 's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Right of Way Acquisition Services. County may, from time to time, require Contractor to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Right of Way Acquisition Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Contractor to determine corrective action required.

Contractor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Right of Way Acquisition Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Right of Way Acquisition Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Right of Way Acquisition Services, but not to terminate this Contract, then such suspension may be effected by County giving Contractor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Right of Way Acquisition Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Right of Way Acquisition Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Contractor shall have the option of

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terminating this Contract and, in the event, Contractor shall be compensated for all Right of Way Acquisition Services performed and reimbursable expenses incurred, provided such Right of Way Acquisition Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Right of Way Acquisition Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Right of Way Acquisition Services performed or costs incurred prior to the date authorized by County for Contractor to begin Right of Way Acquisition Services, and/or during periods when Right of Way Acquisition Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES

If Contractor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Right of Way Acquisition Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Right of Way Acquisition Services, County shall so advise Contractor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Right of Way Acquisition Services must be set forth in such Contract Amendment. Contractor shall not perform any proposed Additional Right of Way Acquisition Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Right of Way Acquisition Services, a written Work Authorization, which sets forth the Additional Right of Way Acquisition Services to be performed, must be executed by the parties. County shall not be responsible for actions by Contractor nor for any costs incurred by Contractor relating to Additional Right of Way Acquisition Services not directly associated with the performance of the Right of Way Acquisition Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED RIGHT OF WAY ACQUISITION SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Right of Way Acquisition Services or parts thereof which involve changes to the original Right of Way Acquisition Services or character of Right of Way Acquisition Services under this Contract, then Contractor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Right of Way Acquisition Services and paid for as specified under Article 12.

Contractor shall make revisions to Right of Way Acquisition Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County.

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No additional compensation shall be due for such Right of Way Acquisition Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Right of Way Acquisition Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D**, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Right of Way Acquisition Work Products") prepared by Contractor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Contractor's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Contractor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Contractor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Contractor. Contractor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Contractor or anyone connected with Contractor, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Contractor without cost to County.

Upon execution of this Contract, Contractor grants to County permission to reproduce Contractor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Contractor shall obtain similar permission from Contractor's subcontractors/subconsultants consistent with this Contract. If and upon the date Contractor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Contractor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Right of Way Acquisition Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Right of Way Acquisition Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Right of Way Acquisition Work Products shall be at County's sole risk and without liability to Contractor and its Contractors.

Prior to Contractor providing to County any Right of Way Acquisition Work Products in electronic form or County providing to Contractor any electronic data for incorporation into the Right of Way Acquisition Work Products, County and Contractor shall by separate written contract set forth the specific conditions governing the format of such Right of Way Acquisition Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Contractor for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Contractor, the hardcopy shall prevail. Only printed copies of documents conveyed by Contractor shall be relied upon.

Contractor shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Contractor shall furnish and maintain, at its own expense, quarters for the performance of all Right of Way Acquisition Services, and adequate and sufficient personnel and equipment to perform the Right of Way Acquisition Services as required. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Right of Way Acquisition Services shall immediately be removed from association with the Project when so instructed by County. Contractor certifies that it presently has adequate qualified personnel in its employment for performance of the Right of Way Acquisition Services required under this Contract, or will obtain such personnel from sources other than County. Contractor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Contractor shall not assign, subcontract or transfer any portion of the Right of Way Acquisition Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Contractor of any responsibilities under this Contract.

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ARTICLE 18
REVIEW OF RIGHT OF WAY ACQUISITION SERVICES

Contractor 's Right of Way Acquisition Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Contractor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Right of Way Acquisition Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Contractor in writing within such thirty (30) day period if such Right of Way Acquisition Services have been found to be incomplete. If the submission is Complete, County shall notify Contractor and County's technical review process will begin.

If the submission is not Complete, County shall notify Contractor, who shall perform such professional services as are required to complete the Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Right of Way Acquisition Services for compliance with this Contract. If necessary, the completed Right of Way Acquisition Services shall be returned to Contractor, who shall perform any required Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until the Right of Way Acquisition Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Contractor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Right of Way Acquisition Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Contractor shall, without additional compensation, perform any work required as a result of Contractor 's development of the work which is found to be in error or omission due to Contractor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Right of Way Acquisition Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Contractor's Right of Way Acquisition Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Contractor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

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F. County's Reliance on Contractor. **CONTRACTOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE CONTRACTOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE CONTRACTOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE RIGHT OF WAY ACQUISITION SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Contractor shall be grounds for termination of this Contract, and any increased costs arising from Contractor's default, breach of contract, or violation of contract terms shall be paid by Contractor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Contractor, as a consequence of failure by Contractor to perform the Right of Way Acquisition Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein upon not less than thirty (3) days' written notice to the Contractor.

D. By County, for reasons of its own and not subject to the mutual consent of Contractor, upon not less than thirty (30) days' written notice to Contractor.

E. By satisfactory completion of all Right of Way Acquisition Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Contractor. In determining the value of the Right of Way Acquisition Services performed by Contractor prior to termination, County shall be the sole judge. Compensation for Right of Way Acquisition Services at termination will be based on a percentage of the Right of Way Acquisition Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Contractor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Contractor, then County shall give consideration to the actual costs incurred by Contractor in performing the Right of Way Acquisition Services to the date of default, the amount of Right of Way Acquisition Services required which was satisfactorily

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completed to date of default, the value of the Right of Way Acquisition Services which are usable to County, the cost to County of employing another firm to complete the Right of Way Acquisition Services required and the time required to do so, and other factors which affect the value to County of the Right of Way Acquisition Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Contractor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Right of Way Acquisition Services to completion. In such case, Contractor shall be liable to County for any additional and reasonable costs incurred by County.

Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Contractor in support of the Right of Way Acquisition Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Contractor shall furnish County with satisfactory proof of his/her/its compliance.

Contractor shall further obtain all permits and licenses required in the performance of the Right of Way Acquisition Services contracted for herein.

B. Taxes. Contractor will pay all taxes, if any, required by law arising by virtue of the Right of Way Acquisition Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CONTRACTOR INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

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CONTRACTOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONTRACTOR'S FAILURE TO PAY CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR.

CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONTRACTOR IS NOT LEGALLY LIABLE, CONTRACTOR'S OBLIGATIONS SHALL BE IN PROPORTION TO CONTRACTOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONTRACTOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONTRACTOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CNOSEQUENTIAL OR INDIRECT DAMANGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

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ARTICLE 23
CONTRACTOR'S RESPONSIBILITIES

Contractor shall be responsible for the accuracy of his/her/its Right of Way Acquisition Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Contractor's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Contractor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
INSURANCE

Contractor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Contractor, at Contractor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any right of way services, Contractor shall furnish County with a Certification of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Contractor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Contractor hereunder.

C. Additional Insureds; Waiver of Subrogation. "**Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above**, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

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1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Contractor. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Contractor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Contractor's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

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H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Contractor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Contractor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Contractor must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Contractor shall be borne solely by Contractor.

ARTICLE 25
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Contractor for governmental purposes.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Contractor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

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ARTICLE 27
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
CONTRACTOR'S ACCOUNTING RECORDS

Contractor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Right of Way Acquisition Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor further agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

ARTICLE 30
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400

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Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Contractor: HDR Engineering, Inc.
Attention: Teri Morgan
4401 Westgate Blvd, Suite 400
Austin, TX 78745

ARTICLE 31
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Contractor understands and agrees that time is of the essence and that any failure of Contractor to complete the Right of Way Acquisition Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Contractor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Contractor's standard of performance as defined herein. Where damage is caused to County due to Contractor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Contractor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Contractor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional Right of Way Acquisition, consulting and related services performed or furnished by Contractor and its employees under this Contract will be the care and skill ordinarily used by members of

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Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Contractor are made on the basis of information available to Contractor and on the basis of Contractor's experience and qualifications and represents its judgment as an experienced and qualified professional Contractor. However, since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Contractor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Contractor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Contract, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

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officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Contractor understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Contractor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

ARTICLE 32
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Contractor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject

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matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 33
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Contractor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

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sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 34
STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATORY WARRANTY

The undersigned signatory for Contractor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Contractor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

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COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date:

CONTRACTOR

HDR Engineering, Inc.

By: Cynthia Hernandez

Printed Name: Cynthia Hernandez

Title: Senior Vice President

Date: 9/3/2026

APPROVED
By Carlos Lopez at 3:45 pm, Sep 03, 2026

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LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Right of Way Acquisition Services (ROW)

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

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EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Contract Documents Checklist

____ 1. Certificate of Interested Party: Form 1295

____ 2. Conflict of Interest Disclosure & Questionnaire

____ 3. Code of Ethics

____ 4. HUB Practices

____ 5. House Bill 89 Verification

____ 6. Comptroller Divestment Statute Certificate & Purchasing Certification

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 7. Debarment & Licensing Certification

____ 8. Vendor/Bidder's Affirmation

____ 9. Federal Affirmations and Solicitation Acceptance

____ 10. Related Party Disclosure Form

____ 11. System for Award Management (www.SAM.gov) Printout

____ 12. Insurance

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Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

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Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

HDR Engineering, Inc.

2

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

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

N/A

Name of Officer

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

N/A

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

Yes No

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

Yes No

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

N/A

6

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

7

Justin A. Word, P.E.	Justin A. Word	8/24/2026
Name of signatory	Signature	Date

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes awarethat:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with thevendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmentalentity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity;or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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Code of Ethics for Hays County

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

Signature: Justin A. Word

Print Name & Title: Justin A. Word, P.E. Senior Vice President

Company Name: HDR Engineering, Inc.

Date: 8/24/2026

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Hays County Practices Related to Historically Underutilized Businesses

1. Statement of Practices

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

2. Definitions

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

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

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

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

3. Guidelines

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature: Justin A. Word

Print Name & Title: Justin A. Word, P.E. Senior Vice President

Company Name: HDR Engineering, Inc.

Date: 8/24/2026

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Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

08/20/2026
Date

On this 20 day of August, 2026, personally appeared Justin A Word, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

08/20/2026
Date

ELIZABETH TAYLOR
Notary Public, State of Texas
Comm. Expires 07-17-2027
Notary ID 13210109-0

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Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

HDR Engineering, Inc.	8/24/2026
Company Name	Date
Justin A. Word, P.E.	Justin A. Word
Print Name of Company Representative	Signature of Company Representative

Docusign Envelope ID: 92E1EC04-1079-8D30-828F-9F89FA10F1D7

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

HDR Engineering, Inc.	8/24/2026
Company Name	Date
Justin A. Word, P.E.	Justin A. Word
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Docusign Envelope ID: 92E1EC04-1079-8D30-828F-9F89FA10F1D7

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

HDR Engineering, Inc.	8/24/2026
Company Name	Date
Justin A. Word, P.E.	Justin A. Word
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Docusign Envelope ID: 92E1EC04-1079-8D30-828F-9F89FA10F1D7

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

HDR Engineering, Inc.	8/24/2026
Company Name	Date
Justin A. Word, P.E.	Justin A. Word
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

HDR Engineering, Inc.	
Company Name	Date
Justin A. Word, P.E.	
Print Name of Company Representative	Signature of Company Representative

Docusign Envelope ID: 92E1EC04-1079-8D30-828F-9F89FA10F1D7

Certification Check Performed by Hays County Purchasing

HDR Engineering, Inc.
Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt
Print Name of Hays County Purchasing Representative

Stephanie Hunt
Signature of Hays County Purchasing Representative

9.23.2024
Date

Vendor Selection CC approval March 3, 2025
~~IFB/RFP/RFQ Number~~

Docusign Envelope ID: 92E1EC04-1079-8D30-828F-9F89FA10F1D7

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

HDR Engineering, Inc.
Name of Firm

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Justin A. Ward, P.E.
Printed Name of Certifying Official

03/20/2026
Date

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

SUBSCRIBED and sworn to before me the undersigned authority by Justin A. Ward on this the day of 20, 2026, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

ELIZABETH TAYLOR
Notary Public, State of Texas
Comm. Expires 07-17-2027
Notary ID 13210109-0

My commission expires: 07/17/2027

Docusign Envelope ID: 92E1EC04-1079-8D30-828F-9F89FA10F1D7

Vendor/Bidder's Affirmation

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

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

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

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

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

HDR Engineering, Inc.
Name of Contracting Company

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

_____

Justin A. Word
Signature of Company Official Authorizing Bid/Offer

Justin A. Word, P.E.
Printed Name

Senior Vice President
Title

justin.word@hdrinc.com
Email Address

512-685-2978
Phone

Vendor/Bidder's Affirmation

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

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

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

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

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

HDR Engineering
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

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

☑ no properties were identified; or 4401 Westgate Blvd, Ste. 400, Austin, TX 78745

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

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

Stephanie Hunt 9.23.24
Signature Date

Stephanie Hunt Purchasing Agent
Printed Name Title

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Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below: Type text here

HDR has no existing or known relationships in accordance with the above

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Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

HDR Engineering, Inc.
Name of Vendor

Justin A. Word — Senior Vice President
Signature of Certifying Official — Title of Certifying Official

Justin A. Word, P.E. — 8/24/2026
Printed Name of Certifying Official — Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

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System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

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Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1507627

Date Filed:
08/26/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR Engineering, Inc.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026 PSA-58
Professional Right of Way Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HDR, Inc.	Omaha, NE United States	X	
Henderson, John	Omaha, NE United States	X	
Graff, Neil	Omaha, NE United States	X	
LeCureux, David	Omaha, NE United States	X	
Meysenburg, Galen	Omaha, NE United States	X	
Flatt, Paul	London United Kingdom	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cynthia Hernandez, and my date of birth is 03/16/1965.

My address is 9311 San Pedro Avenue, Suite 1100, San Antonio (city), TX (state), 78216 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 26th day of August (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

EXHIBIT B

RIGHT OF WAY ACQUISITION SERVICES (ROW)

FOR DRIPPING SPRINGS SOUTHWEST CONNECTION

The Contractor may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- APPRAISALS
- NEGOTIATIONS
- PREPARATION OF AGREEMENTS
- RIGHT OF WAY ACQUISITION
- RELOCATION ASSISTANCE

Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. ____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Right of Way Acquisition Services, being dated _____ ____, 20___ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Contractor").

Part1. The Contractor will provide the following Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20____. The Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Contractor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Contractor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

EXECUTED this ____ day of _____, 20___.

CONTRACTOR:

[Insert Company Name HERE]

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

APPROVED
By Carlos Lopez at 3:42 pm, Sep 03, 2026

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Contractor

Attachment C - Work Schedule

Attachment D - Fee Schedule

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EXHIBIT D

RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate per mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Contractor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Contractor requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustment to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

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HDR Inc.	
CLASSIFICATIONS	**RATE PER HOUR**
Project Principal	$280.00
Project Manager	$225.00
Assistant Project Manager	$175.00
Appraisal Reviewer	$200.00
Negotiation Agent I	$100.00
Negotiation Agent II	$130.00
Senior Negotiation Agent	$200.00
Relocation Agent I	$100.00
Relocation Agent II	$130.00
Senior Relocation Agent	$220.00
Eminent Domain Coordinator I	$100.00
Eminent Domain Coordinator II	$150.00
Senior Eminent Domain Coordinator	$220.00
Technical Assistant I	$85.00
Technical Assistant II	$95.00
Senior Technical Assistant	$105.00
Senior Admin	$105.00
Geographic Information System Agent I	$120.00
Senior Geographic Information System Agent	$220.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate

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Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
In-house Printing (per page)	Actual Cost

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EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/1/2027

DATE (MM/DD/YYYY) 5/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22233547 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	B0879P001412600	6/1/2026	6/1/2027	PER CLAIM: $2,000,000 AGGREGATE: $2,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DRIPPING SPRINGS SW CONNECTION

CERTIFICATE HOLDER

22233547
HAYS COUNTY PURCHASING
ATTN: STEPHANIE HUNT
712 S STAGECOACH TRAIL
SUITE 1012
SNA MARCOS TX 78666

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment Code: D608624 Master ID: 1016040, Certificate ID: 22233547

This endorsement, effective: 06/01/2026 - 06/01/2027

Forms a part of policy no.: P001412600

Issued to: HDR ENGINEERING, INC.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except with respect to cancellation for non-payment of premium (10 day notice cancellation), the **Insurers** shall give 30 days' notice of cancellation to the Certificate Holder(s) set forth herein, provided that:

1. The **First Named Insured** is required by contract to give notice of cancellation to the Certificate Holder, and

2. Prior to the **Insurers** sending its notice of cancellation to the **First Named Insured, the First Named Insured** shall provide the **Insurers**, in writing, either directly or through the **First Named Insured** broker of record, the name of each person or organization requiring notice of cancellation and the corresponding address for such person or for the employee responsible for receipt of notice of cancellation on behalf of such organization.

Notice of cancellation will be sent in accordance with the terms and conditions of the policy, except that the **Insurers** may provide written notice individually or collectively to the Certificate Holders by email at the current email address given by the **First Named Insured**. Proof of sending of the notice of cancellation by email shall be sufficient proof of notice.

Any failure to provide notice of cancellation to the Certificate Holder due to inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility of the **First Named Insured.**

The following definitions apply to this endorsement:

1. **First Named Insured** means the **Named Insured** shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL REMAIN UNCHANGED.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Liberty Mutual Fire Insurance Company — 23035 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W46125555 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	TB2-641-444950-036	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-046	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0	Y	Y	EUO(27)57919363	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-016	06/01/2026	06/01/2027	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

Hays County Purchasing
Attention: Stephanie Hunt
712 S. Stagecoach Trail
Suite 1012
Sna Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Description: Dripping Springs SW Connection

Additional Insureds and Waiver of Subrogation: Hays County, Texas, its directors, officers and employees

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SR ID: 29951702 BATCH: 4455719 CERT: W46125555

Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

Policy Number: TB2-641-444950-036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: TB2-641-444950-036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

   However:

   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement; or
   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Policy Number TB2-641-444950-036
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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POLICY NUMBER: **TB2-641-444950-036**

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

POLICY NUMBER: AS2-641-444950-046

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

Policy Number: AS2-641-444950-046
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

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Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-016 Effective Date 06/01/2026 Premium $

Issued to:HDR Engineering, Inc.

© 1983 National Council on Compensation Insurance, Inc.

Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

Policy Number TB2-641-444950-036
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

Policy Number AS2-641-444950-046
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Docusign Envelope ID: 360B6CEE-7DAC-8A0B-83A7-C4EC07DA13FD

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		**30**

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-016 Effective Date 06/01/2026 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement No.**

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AGENDA ITEM REQUEST FORM: I. 5.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Agreement between Hays County and the City of Buda related to the Old San Antonio Road Project. **SMITH/A.JONES**

Summary:

The County will be committing to the funding of a Roadway Feasibility Study on the Old San Antonio Road from Main Street in Buda to the Travis County line.

Fiscal Impact:

Amount Requested: $323,777.75
Line Item Number: 036-804-96-859.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: Contract and NTE for road study were executed in April 2026.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

ILA - City of Buda -Old San Antonio Rd

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF BUDA
RELATED TO THE OLD SAN ANTONIO ROAD PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the "**Agreement**") is entered into as of this 21st day of July, 2026, by and between Hays County, a political subdivision of the State of Texas (the "**County**") and the City of Buda, a Texas home-rule municipality (the "**City**"). In this Agreement, the City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the City and County desire that certain regional transportation infrastructure be designed and constructed, including, without limitation, a future north-south regional roadway ("**Old San Antonio Road**" or "OSR") which consists of that portion of OSR from Manchaca Springs to the Main Street ("City OSR") and that portion of OSR outside of the City limits as of the Effective Date ("County OSR"), as shown on **Exhibit A** (collectively, the "**OSR Transportation Plans**"); and

WHEREAS, a large portion of the OSR Transportation Plans are currently located within the City's full purpose City limits and a smaller portion of the OSR Transportation Plans are located outside the City's extraterritorial jurisdiction within the County's jurisdiction (the "**Project**" and also referred to as the "**Old San Antonio Road**" or "OSR"); and

WHEREAS, given that most of the OSR Transportation Plans will be designed and constructed according to applicable City standards and will be maintained by the City, the County and the City desire to cooperate in the expeditious review and inspection of the design, permitting, and construction, and in the future maintenance of the Project; and

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

ARTICLE I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's enforcement of the City's roadway standards and regulations, as they may be modified, to the Project, review

and approval of related design and construction plans for the Project, inspection of the completed Project, and acceptance of the specific portions of the Project such as the City OSR for ongoing maintenance as a public right-of-way. The Project includes the design, construction, and alignment of the portion of the County OSR with the City OSR, at the approximate location shown in **Exhibit B**, and pursuant to the design standards provided in **Exhibit C**. The Parties acknowledge that the design of Project is subject to the City's 2026 Transportation Mobility Master Plan and approval by TXDOT, and that any modifications required by TXDOT may affect the configuration and location of the Project and other roadways in and adjacent to the Project.

ARTICLE II.
CITY OBLIGATIONS

2.01 Applicable Standards. The City shall enforce within the County's jurisdiction, to the extent allowable by law, the City's roadway standards, criteria, and requirements only, being expressly limited to (i) the City's applicable roadway design and construction standards and criteria, as may be modified by **Exhibit C** (ii) the review, approval, and inspection processes applicable to such standards in connection with the Project and (iii) in accordance with the City's 2026 Transportation Mobility Master Plan. The City shall not enforce or administer any other City standards or requirements, including without limitation any environmental or similar standards, criteria, or requirements within the County's jurisdiction. Notwithstanding the foregoing, the City is not authorized to administer any of its standards, criteria, and requirements that would not otherwise be legally enforceable under the County's existing regulations or the County's statutory authority.

2.02 Construction Plans. The City will approve the plans and specifications related to the Project based on the City's standards, criteria, and requirements, as they may be amended and as they may be amended by **Exhibit C**. The City will deliver a copy of the construction plans to the County Transportation Department within five (5) working days from the date of receipt of written request from the County. The design plans will be used to execute the project construction in partnership with the County

2.03 Inspection. The City will conduct inspections of the Project construction pursuant to its standard process and procedure, including road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way of the Project. The City shall allow the County access to the Project construction sites upon written request from the County and the City shall timely submit copies of all road design materials and road construction test results to the County during road construction. The County may report any issues identified by the County to the City for further review.

2.04 Maintenance. Upon completion of the Project and following the end of the two-year warranty period as defined by the City Code of Ordinances, each Party agrees to accept the portions of the Project as depicted in **Exhibit D** within its jurisdiction for operation and maintenance as a street. Notwithstanding the provision above, the County shall dedicate that portion of the City OSR to the City on the Effective Date of this Agreement and the City shall provide all ongoing ordinary, necessary, and appropriate maintenance, repair, and upkeep of the of the City OSR in accordance with the City standards, criteria, and requirements.

ARTICLE III.
COUNTY OBLIGATIONS

3.01 Dedication. Upon the Effective Date of this Agreement, the County shall dedicate to the City and the City shall accept that portion of the City OSR from Main Street through the intersection of Manchaca Springs Road, as depicted in **Exhibit D**, and assigns and delegates to the City, to the extent allowable by law and subject to limitations in Section 2.01 above, the County's authority to approve any and all development applications associated with the City OSR so that the City has exclusive jurisdiction within the City OSR to regulate the design, review, and inspection of the City OSR. The remaining portion of the County OSR shall remain within the County's authority and jurisdiction until such time the County OSR becomes a part of the City through annexation of the property and dedication of the roadway.

3.02 Roadway Feasibility Study. The County shall deliver a Draft and Final Roadway Feasibility Study and associated engineering services encompassing Old San Antonio Road from Main Street in Buda to the Travis County Line (approximately 0.9 miles), as specified in **Exhibit E**.

ARTICLE IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.02 Term. This Agreement shall commence upon execution of this Agreement. This Agreement shall continue in full force and effect for either (i) thirty five (35) years with automatic renewals for subsequent ten (10) year terms, or (ii) until the date on which the City has annexed the Project into the City limits and accepted the entire Project as public infrastructure operated and maintained by the City pursuant to the City's roadway jurisdiction. The automatic renewal shall continue until such time as the Parties mutually agree to termination of this Agreement.

4.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.04 Default and Remedies. If City fails to pay for Services under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured within thirty (30) days of the City notifying the County of its breach, County will be deemed to be in default under this Agreement and City may,

in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

4.05 Payments from Current Revenues. Any payments that may be required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as **Exhibit A**.

4.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

4.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Buda
405 E. Loop Street, Bldg. 100
Buda, Texas 78610
Attn: Micah Grau
Telephone: (512) 312-084
Facsimile: (512) 312-1889
Email: mgrau@ci.buda.tx.us

COUNTY: Hays County Dept. of Transportation
2171 Yarrington Road
San Marcos, Texas 78666
Attn: Aaron Jones
Telephone: (512) 393-7385
Facsimile: (512) 393-7393

4.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

4.13 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

EXECUTED this 21st day of July, 2026, by the City signing by and through the City Manager as its duly authorized official; and

CITY OF BUDA, TEXAS

Micah Grau, City Manager

July 24, 2026
Date

ATTEST:

Alicia Ramirez, City Clerk

7/24/26
Date

EXECUTED this ___ day of_____, _____, by the County signing by and through the Hays County Judge as its duly authorized official.

HAYS COUNTY, TEXAS

_____
Judge Ruben Becerra, County Judge

_____
Date

ATTEST:

_____
County Clerk

_____
Date

OSR Exhibit A



5/12/2026

Buda City Limits

Extra Territorial Jurisdiction (ETJ)

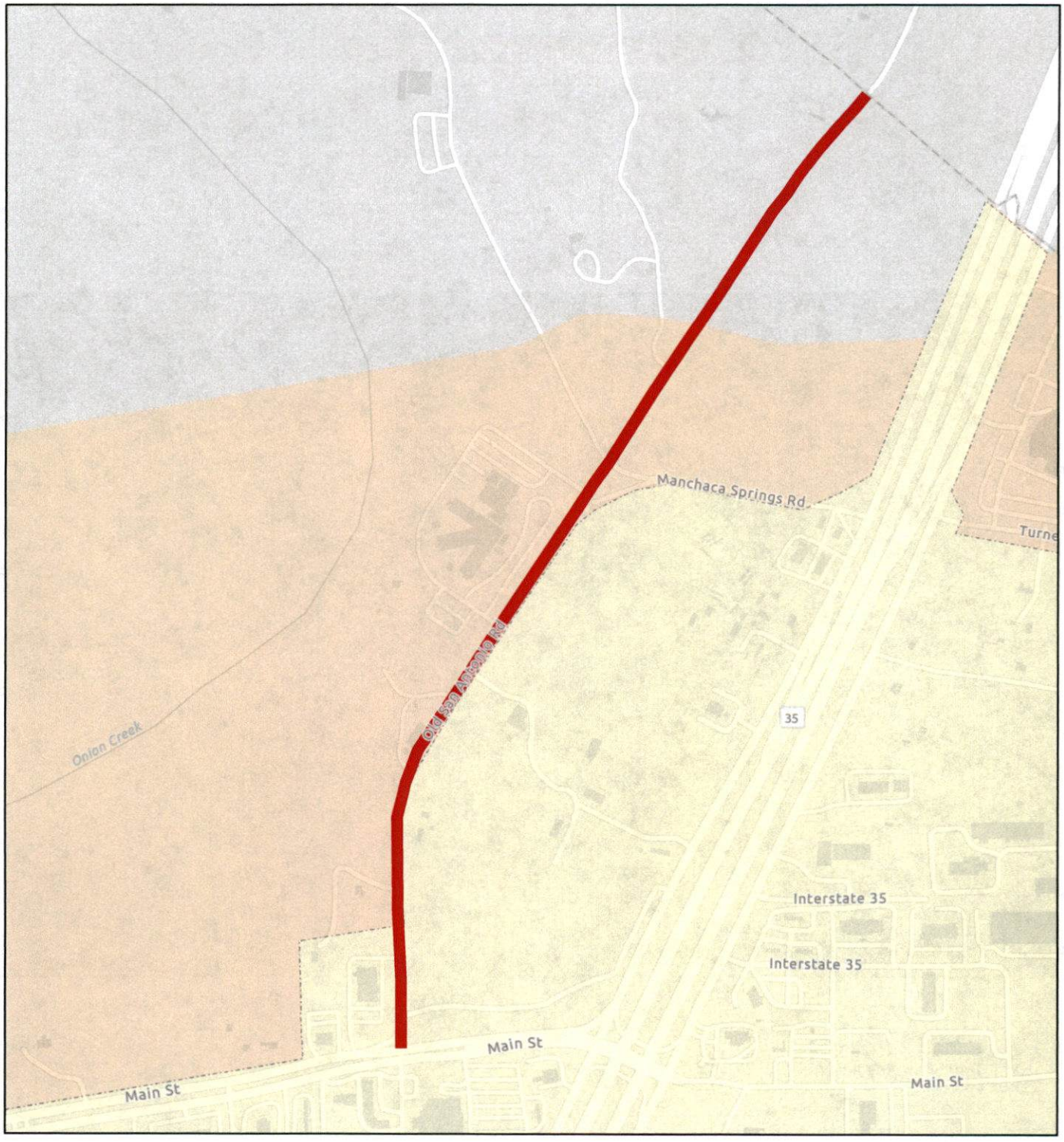
1:21,210

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Vantor

OSR Exhibit B

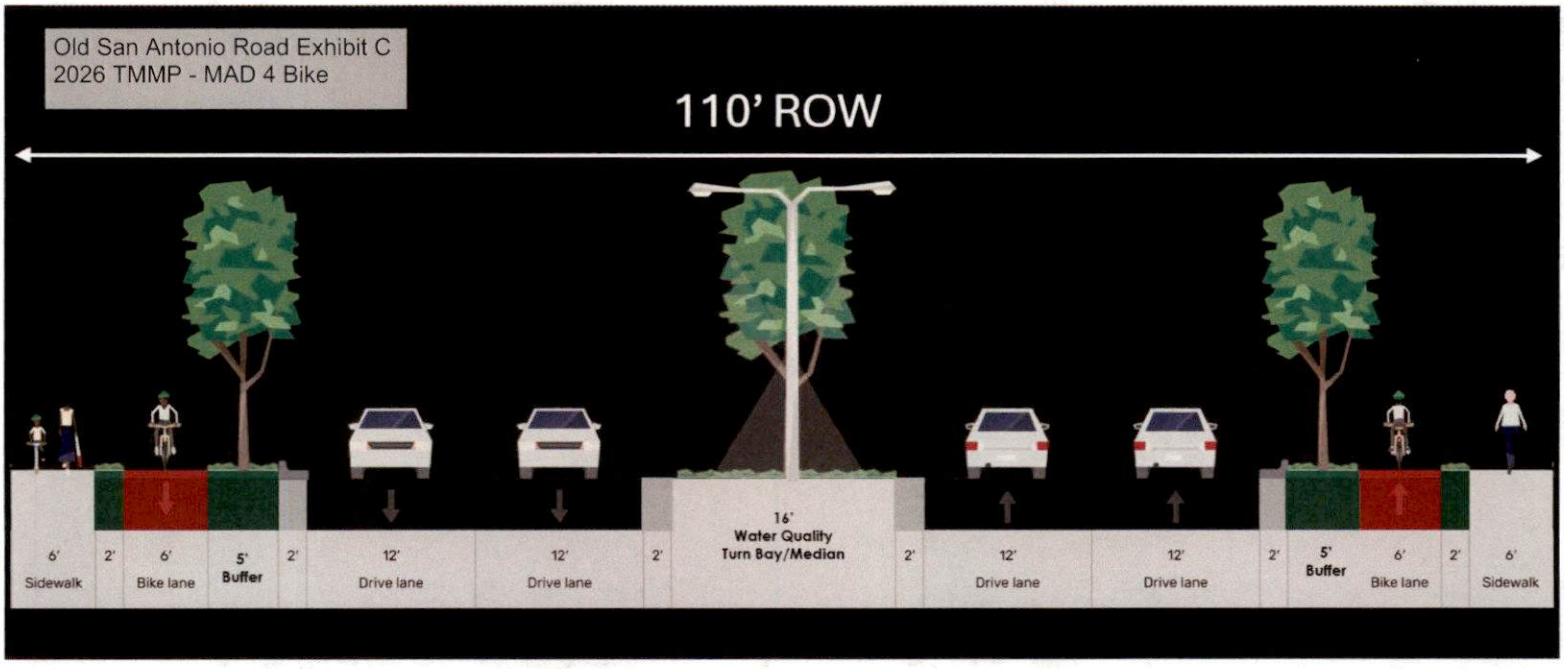


5/12/2026

Buda City Limits

Extra Territorial Jurisdiction (ETJ)

Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community


Old San Antonio Road Exhibit C
2026 TMMP - MAD 4 Bike
110' ROW
6'
Sidewalk
2'
6'
Bike lane
5'
Buffer
2'
12'
Drive lane
12'
Drive lane
2'
16'
Water Quality
Turn Bay/Median
2'
12'
Drive lane
12'
Drive lane
2'
5'
Buffer
6'
Bike lane
2'
6'
Sidewalk


Old San Antonio Rd
Exhibit D
Legend
Main St
1000 ft
N
Google Earth

WORK AUTHORIZATION NO. 1

PROJECT: Old San Antonio Road Study

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated April 28, 2026 and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Alfred Benesch & Company Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $323,777.75.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on November 30, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued Next Page

ENGINEER:

Alfred Benesch and Company, Inc.

By: William H Epp
Signature

Digitally signed by William H Epp
DN: C=US, E=wepp@benesch.com, O=Benesch, OU=Benesch, CN=William H Epp
Date: 2026.04.08 15:48:58-06'00'

William Epp
Printed Name

Executive Vice President
Title

4/08/2026
Date

COUNTY:

Hays County, Texas

By:
Signature

Walt Smith
Printed Name

Commissioner, Pct 4
Title

4-28-2026
Date

APPROVED
By Carlos Lopez at 2:47 pm, Apr 14, 2026

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR OLD SAN ANTONIO ROAD

In general, Hays County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Provide a summary of prior communications with impacted landowners, related to this project.

11. Post and maintain project information for public consumption on the County website.

12. Assist with Coordination between the Engineer and the County's other Consultants.

13. Negotiate with all utility companies for any agreements and/or relocations required.

14. Provide an agent as necessary to secure proposed ROW/easements and relocate/remove improvements on proposed ROW.

15. Provide any appraisal prepared for or obtained by the County in the last ten (10) years related to the whole property impacted by acquisition.

16. Provide templates for any documents to be used in the performance of the services to be signed by landowners to include the deed, easement, other applicable conveyance instruments, and the purchase contract/agreement.

17. Approve documents Consultant prepares for Notice of Intent to Acquire, Initial Offer Letter, and Final Offer Letter prior to submittal to the landowner.

18. Provide field notes and survey plats that show exceptions listed on the title commitment that impact the area of the taking.

19. Provide construction observation and review contractor pay applications and progress.

20. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

21. Review Engineer's progress, submittals, and plan changes.

22. Review Consultant's progress and submittals.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR OLD SAN ANTONIO ROAD FEASIBILITY STUDY

PROJECT DESCRIPTION

Project Limits

Old San Antonio Road from Main Street in Buda to the Travis County Line (0.9 miles)

Existing Facility

Old San Antonio Road from Main Street in Buda to the Travis County Line (approximately 0.9 miles) consists of two undivided lanes with asphalt pavement. The existing roadway features limited drainage and narrow shoulders. The approximate existing right-of-way spans 40'. This section provides access to Buda Elementary School. There is one named intersection and multiple driveway access points along this section.

Proposed Facility

The proposed Old San Antonio Road study, spanning from Main Street in Buda to the Travis County Line, is a roadway feasibility study. The roadway study will address key questions, including preliminary ideas for a typical section, whether the project aims to increase capacity, improve Level of Service, enhance safety, or achieve other goals. It will also consider pedestrian and bike elements, identify current concerns along the road, and evaluate whether specific intersections require signalization.

Design Criteria

The proposed design criteria for the project will be developed from TxDOT design criteria manuals, Hays County Development Regulations and any requirements from the City of Buda.

1. PROJECT MANAGEMENT

   A. Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   B. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (7 months assumed):

      i. Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into

the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

ii. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

C. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

i. Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

ii. For each deliverable, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

iii. Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

D. PROJECT COORDINATION & ADMINISTRATION:

i. Prepare and maintain routine project record keeping including records of meetings and minutes.

ii. Correspondence and coordination will be handled through & with the concurrence of the GEC.

iii. Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

iv. The Engineer shall utilize the County's document control system, ProjectWise, to assure the appropriate control of documentation and reporting. The Engineer shall maintain and upload complete and accurate records of design documents in County's File System, ProjectWise. This library will contain all pertinent Project documentation and will include, but is not limited to, copies of the following:

- Agreements

- Permits
- Reports
- Design Submittals
- Correspondence
- Exhibits
- Native Files
- Meetings Minutes
- Agendas

v. All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's document control system.

E. PROGRESS/COORDINATION MEETINGS (14 biweekly meetings assumed, 1 external meetings assumed):

i. Attend a kickoff meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.

ii. Attend a biweekly meeting and coordination/progress meeting with the County and GEC, as necessary to communicate development of the project and design issues. Updates shall include activities completed, upcoming action items, activities required by next meeting, issues encountered, information or items required from other agencies/consultants, late activities, solutions for unresolved and/or anticipated problems, and any outstanding items needed to complete required deliverables.

iii. Prepare agenda and sign-in sheets for external coordination/progress meetings.

iv. Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

v. Conduct internal coordination meetings as required to advance the development of the project.

F. PROJECT SCHEDULE:

i. Baseline Schedule – Submit a CPM Baseline Schedule in calendar day (CD) format to the County for approval, using Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail all work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.

ii. Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages, and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Project Specific QA/QC Plan
- QA/QC Documentation with Deliverables
- Project Files
- Meeting Minutes, Sign-In Sheets, and Agendas
- Baseline and Progress Schedules

2. ROUTE AND DESIGN STUDIES

A. DATA COLLECTION:

i. Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain, geotechnical reports, and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

ii. Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.

iii. Develop and maintain adjacent property ownership information (including owner's name, tenant name for leased property, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.

iv. Review aerial photography and contours. Aerial photography and contours will be the basis for developing all constraints maps and route options.

v. Obtain available existing traffic counts. Obtain traffic projections from the County and evaluate if the projections need adjusting.

vi. Review the data collected and organize the information.

B. DESIGN CRITERIA:

i. Submit a Design Summary Report (DSR) per TxDOT Roadway Design Manual and typical sections.

ii. Develop Typical Sections (2 alternatives)

iii. Develop Conceptual Layout (36" sheets 2 1" =200') (Two (2) alternatives))

C. CONSTRAINTS MAP (2 preliminary alignments assumed):

i. Develop evaluation criteria to assist in evaluating route alignments assumed.

ii. Develop a constraints map and technical memorandum that includes environmental concerns, known constraints (structures, floodplain, karst features), aerial photography, contour information, utility information, based on research of public databases and sources and details screening measures and decision practices for eliminating non-viable corridors.

iii. Evaluate traffic growth patterns and estimate traffic projections for the ultimate roadway.

iv. Develop preliminary alignment and preliminary costs (One (1) alternative only) for use in soliciting input during coordination meetings with stakeholders.

v. Refine preliminary alignment based on stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures, and environmental constraints.

DELIVERABLES:

- Results of Records Research
- Property Owner Spreadsheets
- Design Summary Report and Typical Sections
- Project Cost Estimates
- Constraints Map Preliminary Alignments and Technical Memorandum
- Constraints Map Refined Alignment and Technical Memorandum Recommendation

3. PUBLIC INVOLVEMENT SUPPORT

As this is a Road Improvement Project, public involvement activities will be conducted through the County's existing public involvement contract with LJA. The engineer will provide support for the Public Involvement plans for the following activities:

A. STAKEHOLDER COORDINATION (5 meetings assumed):

i. Coordinate with affected local agencies, County's consultants, and affected property owners. (HEB, Travis County, City of Buda, Trucking Center, and one other)

ii. Prepare overall exhibits and maps of the project limits for stakeholder coordination meetings.

B. PROPERTY OWNER MEETING SUPPORT (up to 2 meetings assumed):

i. Prepare overall exhibits and maps of the project limits for property owner meetings. (with approximately 17 parcels along the project)

ii. Provide property owner exhibits identifying Parent tract (including area), Right-of-way acquisition (including parcel acquisition and remainder areas), and proposed improvements adjacent to the property as needed. (Assumed required for only 2 out of the 17 parcels)

iii. One (1) person will attend meetings as requested. (2 meetings assumed)

C. PUBLIC MEETING/OPEN HOUSE (1 public meeting assumed):

i. Prepare exhibits for public viewing.

ii. One (1) person will attend meeting as requested.

DELIVERABLES:

- Stakeholder Exhibits and Maps
- Property Owner Exhibits and Maps
- Public Meeting Maps and Exhibits

4. TRAFFIC MODELING

A. TRAFFIC MODELING METHODOLOGY

i. The Engineer shall determine a Traffic Forecasting Methodology, based on available information and project details provided by the County and stakeholders.

ii. Gather existing traffic counts along this corridor from TxDOT STARS II Database, CAMPO, Hays County, and the City of Buda and study existing traffic trends and historic growth rates.

iii. Incorporate future growth from the Regional Travel Demand Model (TDM) per CAMPO 2050 Regional Transportation Plan adopted May 12, 2025. Coordinate w/CAMPO to update model.

iv. Review and incorporate previous traffic studies of nearby projects.

v. Coordinate the submittal of a Traffic Forecasting Methodology Memorandum with the County and approval follow the TxDOT TPP Standard Operating Procedures (Option C)

B. TRAFFIC FORECASTING DATA DEVELOPMENT:

The Engineer shall develop the specific traffic data denoted below:

i. Traffic Data for future Pavement Design – Design year data for future pavement design including:

- Annual Average Daily Traffic (AADT)
- Percent of trucks for both the current AADT and Design year AADT
- Directional distribution
- K-factor

ii. Existing 24-Hour Volume Diagram - Existing 24-Hour Traffic Volume on a Line Diagram depicting the facility

iii. Existing Peak Hour Volume Diagram- Existing AM, school egress & PM peak hour Traffic Volume on a Line Diagram depicting the facility

iv. Opening Year 24-Hour Volume Diagram -Opening Year 24-Hour Traffic Volume on a Line Diagram depicting the facility

v. Opening Year Peak Hour Volume Diagram - Opening Year AM, school egress & PM peak hour Traffic Volume on a Line Diagram depicting the facility

vi. Design Year 24-Hour Volume Diagram - Design Year 24-Hour Traffic Volume on a Line Diagram depicting the facility

vii. Design Year Peak Hour Volume Diagram - Design Year AM, school egress & PM peak hour Traffic Volume on a Line Diagram depicting the facility

C. TRAFFIC COUNTS

i. Unless intersection turning movement count (TMC) data is readily available by the City of Buda, the Engineer shall collect TMCs for AM, school egress, and PM peak hour periods of a typical weekday (Tue-Thu when school is in session) at the following intersections (S=Signalized-5; U=Unsignalized-14):

- Old San Antonio Road at Main Street (S)
- Old San Antonio Road at Manchaca Springs(U)
- Old San Antonio Road at North Buda Elementary Entrance (U)
- Old San Antonio Road at South Buda Elementary Entrance (U)

ii. Unless 24-hour average daily traffic count (ADT) data is readily available by the City of Buda, the Engineer shall collect ADT of a typical weekday (Tue-Thu when school is in session) at the following locations:

- Old San Antonio Road south of Buda Elementary
- Old San Antonio Road north of Manchaca Springs
- Manchaca Springs east of Old San Antonio Road
- Main St east of Old San Antonio Road

D. TRAFFIC OPERATIONS ANALYSES

i. The Engineer shall conduct a site visit to verify existing traffic conditions, roadway geometrics, driveway activity, intersection operations, and multimodal facilities, and to document field observations in support to the traffic analysis.

Using traffic existing counts and forecasts for the opening year, the design year, and the pavement year, the Engineer shall:

ii. Calculate segment volume-to-capacity (V/C) ratios to recommend and prioritize typical sections.

iii. Perform intersection and segment Capacity and Level of Service (LOS) Analyses (AM, school egress, and PM peak hours) for existing, opening, and design Years and recommend intersection-specific improvements in order to reduce delays and queuing.

iv. Evaluate traffic signal warrants and/or alternative intersection controls (e.g. roundabouts) at one selected intersection in coordination with the Client and project stakeholders.

v. Where applicable, the Engineer shall review existing and projected driveway locations, turn lanes, and signal spacing, to provide recommendations for access management strategies to improve operations and safety along the corridor.

vi. Where applicable, the Engineer shall review multimodal data for pedestrian, bicycle, and transit users along the corridor, and provide planning-level recommendations for accommodations to be considered in schematic design.

E. TRAFFIC SAFETY ANALYSES

i. The Engineer shall analyze the past 3-year crash data from the Crash Records Information System (CRIS) to identify hot spot locations, crash type and severity.

ii. The Engineer shall compute crash rates and compare against state averages for similar facility types and identify high-risk locations to apply Crash Modification Factors (CMFs) in order to recommend effective countermeasures.

iii. The Engineer shall perform predictive safety modeling consistent with Part C of the Highway Safety Manual to assess long-term safety performance for the preferred alternative against no build.

DELIVERABLES:

- Traffic Modeling Methodology Memo
- Traffic Volume Diagrams (Existing, Opening, Design)
- Traffic Operations and Safety Study and Recommendations Report
- Draft Feasibility
- Final Feasibility Study: The Feasibility study will be updated based on comments from the County and stakeholders.
- All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

5. FEASIBILITY STUDY

i. Draft Feasibility Study: A feasibility report will be produced with recommendations, including preliminary ideas for a typical section, whether the project aims to increase capacity, improve Level of Service, enhance safety, or achieve other goals. It will also consider pedestrian and bike elements, identify current concerns along the road, and evaluate whether specific intersections require signalization. All the project work products will be included in the report including photographic record, property owners list, typical section and layout, cost estimate, environmental constraints map and technical memorandum, traffic forecasting method memo, traffic diagrams, operational and safety study recommendations.

ii. Final Feasibility Study: The Feasibility study will be updated based on comments from the County and stakeholders.

DELIVERABLES:

- Draft Feasibility Study
- Final Feasibility Study

6. EXCLUSIONS

The following are not included in this scope, and their inclusion is subject to a change in scope, schedule, and/or fee:

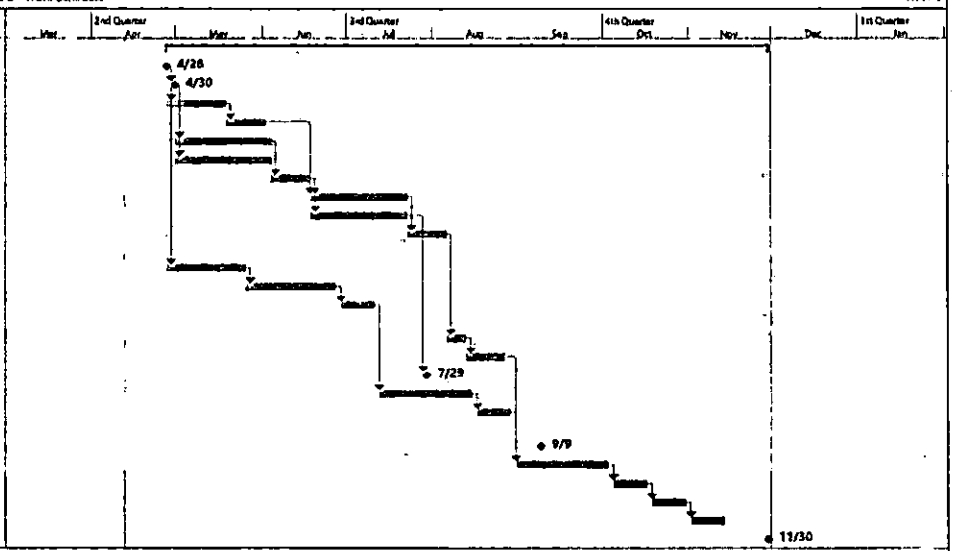
i. Utility Coordination: The County and its representatives will coordinate utility relocations and obtain SUE information.

ii. VISSIM modeling, 3D modeling and/or visuals.

iii. Value Engineering workshops/studies.

iv. Permit applications.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
0		Old San Antonio Road Feasibility Study	154 days	Tue 4/28/26	Mon 11/30/26		
1		Notice to Proceed	0 days	Tue 4/28/26	Tue 4/28/26		2FS+3 days,3,11
2		Kickoff Meeting	0 days	Thu 4/30/26	Thu 4/30/26	1FS+3 days	5,6
3		QA/QC Plan and Detailed Schedule	15 days	Tue 4/28/26	Mon 5/18/26	1	4
4		GEC/County Review of QA/QC Plan	10 days	Tue 5/19/26	Mon 6/1/26	3	8
5		Collect Ownership Information/Field Investigations	24 days	Fri 5/1/26	Wed 6/3/26	2	7
6		Prepare DSR and Typical Sections	24 days	Fri 5/1/26	Wed 6/3/26	2	7
7		GEC/County Review of DSR and Typical Sections	10 days	Thu 6/4/26	Wed 6/17/26	6,5	8,9
8		Prepare Conceptual Layouts	25 days	Thu 6/18/26	Wed 7/22/26	7,4	10
9		Prepare Preliminary Constraints Map/Memo	25 days	Thu 6/18/26	Wed 7/22/26	7	10,16FS+5 days
10		GEC/County Review of Conceptual Layouts and Preliminary Constraints Map	10 days	Thu 7/23/26	Wed 8/5/26	8,9	14
11		Perform Traffic Counts	20 days	Tue 4/28/26	Mon 5/25/26	1	12
12		Prepare Traffic Forcasting Method Memo	24 days	Tue 5/26/26	Fri 6/26/26	11	13
13		GEC/County Review of Traffic Forcasting Method Memo	10 days	Mon 6/29/26	Fri 7/10/26	12	17
14		Prepare Final Constraints Map/Memo	5 days	Thu 8/6/26	Wed 8/12/26	10	15
15		GEC/County Review of Final Constraints Map/Memo	10 days	Thu 8/13/26	Wed 8/26/26	14	20
16		Stakeholders Meeting	0 days	Wed 7/29/26	Wed 7/29/26	9FS+5 days	
17		Prepare Traffic Diagrams/Operations & Safety Memo	25 days	Mon 7/13/26	Fri 8/14/26	13	18
18		GEC/County Review of Traffic Diagrams/Operations & Safety Memo	10 days	Mon 8/17/26	Fri 8/28/26	17	20
19		Open House	0 days	Wed 9/9/26	Wed 9/9/26		
20		Draft Feasibility Study	25 days	Mon 8/31/26	Fri 10/2/26	18,15	21
21		GEC/County Review of Draft Feasibility Study	10 days	Mon 10/5/26	Fri 10/16/26	20	22
22		Final Feasibility Study	10 days	Mon 10/19/26	Fri 10/30/26	21	23
23		GEC/County Review of Final Feasibility Study	10 days	Mon 11/2/26	Fri 11/13/26	22	
24		End Work Authorization	0 days	Mon 11/30/26	Mon 11/30/26		



Project: Old San Antonio Road Feasibility Study
Date: Mon 4/13/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ALFRED BENESCH AND COMPANY

ATTACHMENT D | FEE SUMMARY
HAYS COUNTY
WASH OLD SAN ANTONIO ROAD STUDY

Prime: Alfred Benesch and Company

Task	Hours	Principal	QA/QC	Senior PM	PM	Senior Traffic Engineer	Traffic Engineer	Env. Professional	Env. Professional / Cultural	Env. Professional (USFWS)	Env. Professional (TxDOT)	Env. Professional @ GIS	Senior Project Engineer	Proj Eng	Design Engineer	Sr Tech	Tech	Admin	EIT	Total Hours	Total Labor
		$311.00	$311.00	$311.00	$278.00	$237.00	$204.00	$190.00	$204.00	$204.00	$185.00	$180.00	$234.00	$204.00	$161.00	$158.00	$122.00	$95.00	$145.00		
TASK 1 PROJECT MANAGEMENT		9	32	18	37	18	0	13	1	1	8	0	0	37	15	0	0	3	22	196	$ 36,000.00
A. Communication / Provide PM																					
a. Monthly Progress Report, Invoicing and Billings (4 months)																					
i. Progress Reports					1										6					7	$ 1,241.00
ii. Invoicing					4													3		7	$ 1,241.00
C. QA/QC																					
i. QA/QC Plan			8															1		9	$ 2,371.00
ii. QC deliverables			16				3	1	1											21	$ 5,534.00
iii. Continuous QC for project			8																	8	$ 2,488.00
D. Project Coordination & Administration																					
i. Prepare and Maintain Correspondence					2										8				6	16	$ 2,714.00
ii. Coordinate Correspondence through LITC					1														4	5	$ 838.00
iii. Manage project activities		1			16		6													23	$ 6,531.00
iv. Obtain perspectives to assist all jobs					1									8					6	15	$ 2,780.00
v. Upload all files at each milestone and at the completion of project																			6	6	$ 870.00
E. Project Coordination Meetings (1 External, 13 internal)																					
i. Kickoff Meeting		1		1		1									1					4	$ 1,056.00
ii. Bi-Weekly Update Meetings (14 meetings)		5		7		7		4												23	$ 6,341.00
iii. Prepare Agendas and sign in sheets				2		1									6					9	$ 1,849.00
iv. Prepare Meeting Minutes				2		1									6					9	$ 1,849.00
v. Conduct Internal Design Meetings				6		6									4					16	$ 4,012.00
F. Project Schedule																					
i. Construct Schedule					1	1								3	2					6	$ 1,377.00
ii. Progress & Update updates (3 updates)					1	1								4	2					8	$ 1,873.00
TASK 2 ROUTE AND DESIGN STUDIES		6	1	9	18	20	12	41	21	0	20	76	16	57	131	24	0	0	386	863	$ 161,227.00
A. Data Collection																					
i. Gather Existing Reports on-hand site					4		2	2			8	8								24	48	$ 7,020.00
ii. Field investigation and photographic record					4										8					16	48	$ 7,620.00
iii. Prepare and execute property ownership information					8										12					24	44	$ 7,618.00
iv. Review Aerial Photography and contours														16						20	36	$ 6,184.00
v. Obtain Existing Traffic Data (Coordinate with traffic count company)						4														4	$ 1,028.00
vi. Review and Organize Information						2	4	8	2	2	4	8			8	24				24	86	$ 13,254.00
B. Design Criteria																					
i. Prepare DSR				1	2									4						8	13	$ 2,555.00
ii. Prepare Typical Sections (2 Alternatives)				2	2									3	5					12	44	$ 7,235.00
iii. Prepare Layout (16 Sheets @ 1" = 200' (Two (2) Alternative Only)				6	4									24	52					140	228	$ 36,954.00
C. Constraints Map																					
i. Develop Evaluation Criteria					2	4		12	2	2	4	4								30	9	$ 5,500.00
ii. Develop Constraints Map and Technical Memorandum					2	2	2	19	17	3	4	36									107	$ 17,896.00
iii. Evaluate traffic growth patterns and estimate traffic projections for alternate routes/av.					4	8	4													16	9	$ 3,984.00
iv. Develop preliminary alignments and Preliminary costs (One (1) Alternative Only)			1		4								12		24				48	89	$ 13,053.00
v. Refine preliminary alignment based on stakeholder input and constraints					2								4	8	24				32	70	$ 11,628.00
TASK 3 – PUBLIC INVOLVEMENT SUPPORT		2	8	18	39	2	4	16	0	0	20	20	4	0	32	0	0	0	160	311	$ 53,700.00
A. Stakeholder Coordination (5 meetings assumed)																					
i. Coordinate with affected Agencies, Consultants etc		2		6	16															24	48	$ 9,276.00
ii. Prepare exhibits for stakeholder coordination				8	8	2	4	8				12	12		20					80	144	$ 23,256.00
B. Property Owners Meeting Support - (4 Meeting)																					
i. Prepare Overal Map with all Parcels					2										4					20	26	$ 4,100.00
ii. Prepare Parcel Exhibits (2 out of 17 properties)					1										8					24	33	$ 5,046.00
iii. Attend Meetings (2)					4																4	$ 1,172.00
C. Public Meeting Open House																					
i. Prepare Exhibits				2	6			4			8	8	4							20	52	$ 8,526.00
ii. Attend Public Meeting (1)				4	4																8	$ 2,136.00
TASK 4 – TRAFFIC MODELING		0	0	0	2	98	133	8	0	0	0	0	0	0	0	0	0	0	0	242	$ 44,960.00
A. Traffic Forecasting Methodology																					
i. Determine a Traffic Forecasting Methodology						2														2	$ 514.00
ii. Gather existing traffic counts along the corridor from TxDOT STARS II Database, CAMPO, Hays County, and the City of Buda and crash existing traffic trends and historic growth rates.							6													6	$ 1,224.00
iii. Incorporate future growth from the Regional Travel Demand Model (TDM) per CAMPO 2050 Regional Transportation Plan adopted May 12, 2025. Coordinate w/ CAMPO to update model						2	6													8	$ 1,732.00
iv. Review and incorporate pertinent traffic studies of nearby projects							8													8	$ 1,612.00
v. Coordinate the submittal of a Traffic Forecasting Methodology Memorandum with the County and approval follow the TxDOT TPP Standard Operating Procedures (Option C)					2	2	2													6	$ 1,478.00

ALFRED BENESCH AND COMPANY

ATTACHMENT D : FEE SUMMARY
HAYS COUNTY
WASI OLD SAN ANTONIO ROAD STUDY

Prime: Alfred Benesch and Company

Task	Hours	Principal	QA/QC	Senior PM	PM	Senior Traffic Engineer	Traffic Engineer	Env. Professional	Env. Professional Cultural	Env. Professional (EWPVR)	Env. Professional (CEA/PI)	Env. Professional & GIS	Senior Project Engineer	Proj Eng	Design Engineer	Sr Tech	Tech	Admin	EIT	Total Hours	Total Labor
		$321.00	$311.00	$311.00	$278.00	$257.00	$204.00	$190.00	$204.00	$204.00	$105.00	$108.00	$234.00	$204.00	$161.00	$150.00	$122.00	$98.00	$145.00		
B. Traffic Forecasting Data Development																					
i. Develop traffic data for future personnel design AADT, K Factor, Current and Future % Trucks, directional distribution						2	6				-									8	$ 1,718.00
ii. Existing 24-Hour Traffic Volumes on a line diagram depicting the facility						1	2													3	$ 665.00
iii. Existing AM, school egress & PM peak hour Traffic Volumes on a Line Diagram depicting the facility						1	4													5	$ 1,073.00
iv. Opening Year 24-Hour Traffic Volume on a Line Diagram depicting the facility						1	2													3	$ 665.00
v. Opening Year AM, school egress & PM peak hour Traffic Volumes on a Line Diagram depicting the facility						1	4													5	$ 1,073.00
vi. Design Year 24-Hour Traffic Volume on a Line Diagram depicting the facility						1	2													3	$ 665.00
vii. Design Year AM, school egress & PM peak hour Traffic Volumes on a Line Diagram depicting the facility						1	4													5	$ 1,073.00
C. Traffic Counts																					
i. Collect TMCs for AM and PM peak hour periods of a typical weekday (Tue-Thu when school is in session) at 8-signalized-5, 17-Unsignalized-14 intersections						2														2	$ 514.00
ii. Collect additional 24-hour traffic counts						2	-													2	$ 514.00
D. Traffic Operations Analysis																					
i. Conduct a site visit to verify existing traffic conditions, roadway geometrics, driveway activity, intersection operations, and multimodal facilities, and to document field observations in support of the traffic analyses						4	6													10	$ 2,252.00
ii. Calculate segment volume-to-capacity (V/C) ratios to recommend and prioritize typical sections						8	8													16	$ 3,688.00
iii. Perform intersection Capacity and Level of Service (LOS) Analyses (AM, school egress, and PM peak hours) for existing, opening, and design Years and recommend intersection-specific improvements in order to reduce delays and queuing						8	40													48	$ 10,214.00
iv. Evaluate traffic signal warrants and/or alternative intersection controls (e.g. roundabouts)						4	8													12	$ 2,660.00
v. Review existing and projected driveway locations and turn lanes to provide recommendations for access management strategies to improve operations and safety along the corridor.						2	4													6	$ 1,330.00
vi. Review multimodal data for pedestrian, bicycle, and transit users along the corridor, and provide planning-level recommendations for accommodations to be considered in subsequent design						6	6													12	$ 2,872.00
F. Traffic Safety Analyses																					
i. Analyze the past 5-year crash data from the Crash Records Information System (CRIS) to identify hot spot locations, crash type and severity						2	8													10	$ 2,146.00
ii. Compute crash rates and compare against state averages for similar facility types and identify high-risk locations to apply Crash Modification Factors (CMFs) in order to recommend effective countermeasures.						8	4													12	$ 2,872.00
iii. Perform predictive safety modeling consistent with Part C of the Highway Safety Manual to assess long-term safety performance for the preferred alternative against no build						6	4													10	$ 2,358.00
TASK 3 - FEASIBILITY STUDY		0	0	0	15	28	32	0	0	0	0	0	0	54	0	0	44	0	36	175	$ 35,102.00
i. Draft Feasibility Study					12	32	8							24			28		20	124	$ 24,572.00
ii. Final Feasibility Study					3	4	4							10			16		16	51	$ 8,530.00
																					$ -
SUBCONSULTANTS																					
Quality Counts (Traffic Counts)																					$ 4,910.00
Total Benesch Direct Labor Hours		11	11	45	110	144	160	64	32	10	40	56	20	100	360	24	44	3	604	1747	
Percent of Total Hours		0.6%	1.0%	2.6%	6.3%	8.2%	9.2%	3.7%	1.8%	0.6%	2.3%	3.2%	1.1%	5.7%	20.6%	1.4%	2.5%	0.2%	34.6%		
Total Benesch Direct Labor Cost																					$ 318,929.00
Total Benesch Other Direct Expenses Cost																					$ 878.75
Total Subconsultants Cost																					$ 4,910.00
TOTAL PROJECT COST																					$ 323,717.75

ATTACHMENT D: FEE SUMMARY
HAYS COUNTY
WA#1 OLD SAN ANTONIO ROAD STUDY

Other Direct Expenses (Benesch)

Prime: Alfred Benesch and Company

Direct Expenses	Rate	Unit	Quantity	Cost
Outsourced Printing	$ 25.00	Each	8	$ 200.00
Mileage (per mile)	$ 0.725	Mile	500	$ 362.50
Highway Toll Charges	$ 5.00	Each	10	$ 50.00
Mail- Letter size	$ 33.25	Each	5	$ 166.25
Courier Services	$ 25.00	Each	4	$ 100.00
			* TOTAL	$ 878.75

* Estimate only - will be invoiced at actual cost

ATTACHMENT D: FEE SUMMARY
HAYS COUNTY
WA #1 OLD SAN ANTONIO ROAD STUDY

Other Direct Expenses

Prime: Alfred Benesch and Company
Subconsultant: Quality Counts

Direct Expenses	Rate	Unit	Quantity	Cost
Standard Turn Counts	$ 180.00	Each	12	$ 2,160.00
1-3 lanes - Speed Class, Volume	$ 250.00	Each	5	$ 1,250.00
4 lanes - Spead, Class, Volume	$ 500.00	Each	1	$ 500.00
			* TOTAL	$ 3,910.00

** Estimate only - will be invoiced at actual cost*

AGENDA ITEM REQUEST FORM: J. 1.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Hammer

Agenda Item

Hold a Public Hearing regarding PLN-3043-PC; Burnett Ranch Subdivision #2, Portion of Lot 10, Replat. **HAMMER/BERLAD**

Summary

The Burnett Ranch Subdivision #2, Potion of Lot 10, Replat seeks to establish four (4) lots across 4.745 acres. The subject property is located along Sandy Point Road in Wimberley and falls within Precinct 3. Water utility will be accomplished through Rainwater Collection. Wastewater utility will be accomplished through Individual On-Site Sewage Facilities.

Attachments

Agenda Info Packet

Hays County Commissioners Court Agenda Request

Meeting Date: September 29th, 2026
Requested By: Colby Machacek, Senior County Planner
Prepared By: Colby Machacek, Senior County Planner
Department Director: Michael Berlad, Interim Director
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-3043-PC; Hold a Public Hearing regarding PLN-3043-PC; Burnett Ranch Subdivision #2, Potion of Lot 10, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A. Establish 4 lots across 4.745 acres.
B. Direct access to Sandy Point Road, Wimberley.
C. Water - Rainwater Collection.
D. Wastewater – Individual On-Site Sewage Facilities.

STAFF COMMENTS:

A. Hold a Public Hearing

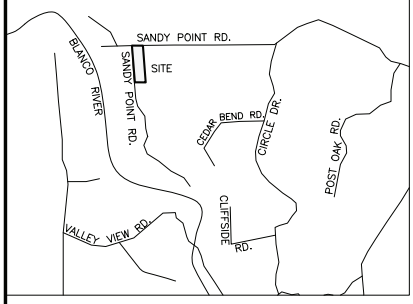
B. Staff have initiated review pursuant to the Hays County Development Regulations and Texas Local Government Code Chapter 232.

C. Project is currently under Administrative Completeness Review.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



VICINITY MAP – 1"=2000'

PEDERNALES ELECTRIC COOPERATIVE NOTES

1. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES.

2. ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF THE LINE.

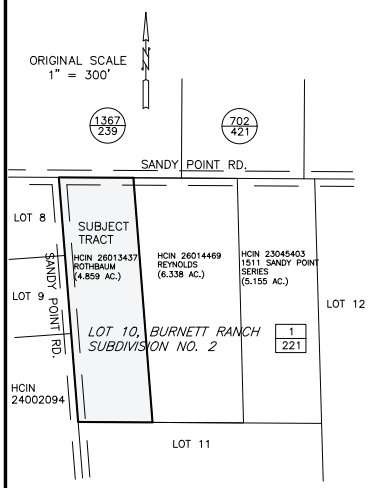
3. EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

4. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.

5. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

LEGEND

HCIN	HAYS COUNTY INSTRUMENT NUMBER
VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	HAYS COUNTY PLAT RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "SMITH SURVEYING"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
△	CALCULATED POINT
▲	PIPE FENCE POST
— X —	WIRE FENCE



EXISTING CONFIGURATION

4.859 ACRES, BEING A PORTION OF LOT 10, BURNETT RANCH SUBDIVISION NO. 2 AS RECORDED IN VOLUME 1, PAGE 221 OF THE HAYS COUNTY PLAT RECORDS, AND BEING CONVEYED IN A DEED RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 26013437 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.

LOT SIZE CATEGORIES

TOTAL AREA = 4.745 AC.
TOTAL NUMBER OF LOTS = 4
AVERAGE LOT SIZE = 1.186 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 0
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 4
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOP.
WATER–INDIVIDUAL WELLS
WASTEWATER SOURCE–INDIVIDUAL ON–SITE SEWAGE FACILIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

CLIENT: ROTHBAUM, ABE
DATE: 4/30/2026
FB/PG: 3/13
PLAT NO. 1086–26–c

SURVEYORS NOTES

1. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

2. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0215G, DATED 1/17/2025, THIS TRACT LIES WITHIN ZONE X, (AREAS OF MINIMAL FLOOD HAZARD).

3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

4. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

5. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DDISTRICT.

7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

8. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.

9. THIS SUBDIVISION LIES WITHIN THE HAYS / TRINITY GROUNDWATER CONSERVATION DISTRICT.

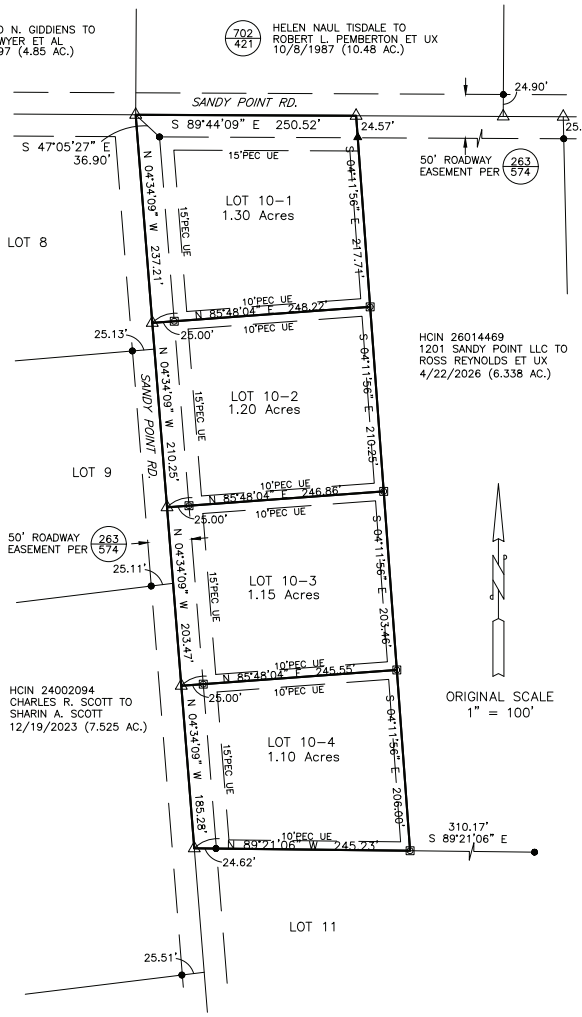
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 751, SUBCHAPTER 7.03(B).

11. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE–APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER SOURCE.

13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON–SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.

14. THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER REGULATIONS FOUND IN TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE, CHAPTER 213.



ORIGINAL SCALE
1" = 100'

I, THE UNDERSIGNED, INTERIM DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON–SITE SEWAGE FACILITIES.

MICHAEL BERLAD, INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, ABE ROTHBAUM, OWNER OF 4.745 ACRES, BEING A PORTION OF LOT 10, BURNETT RANCH SUBDIVISION NO. 2, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 4/16/2026, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 26013437 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF A PORTION OF LOT 10, BURNETT RANCH SUBDIVISION NO. 2, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
ABE ROTHBAUM, OWNER
1201 E. 13TH ST.
AUSTIN, TX. 78702

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ABE ROTHBAUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE _____ DAY OF _____, A.D., 20___, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE_____ DAY OF _____, 20_____, AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER_____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

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

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

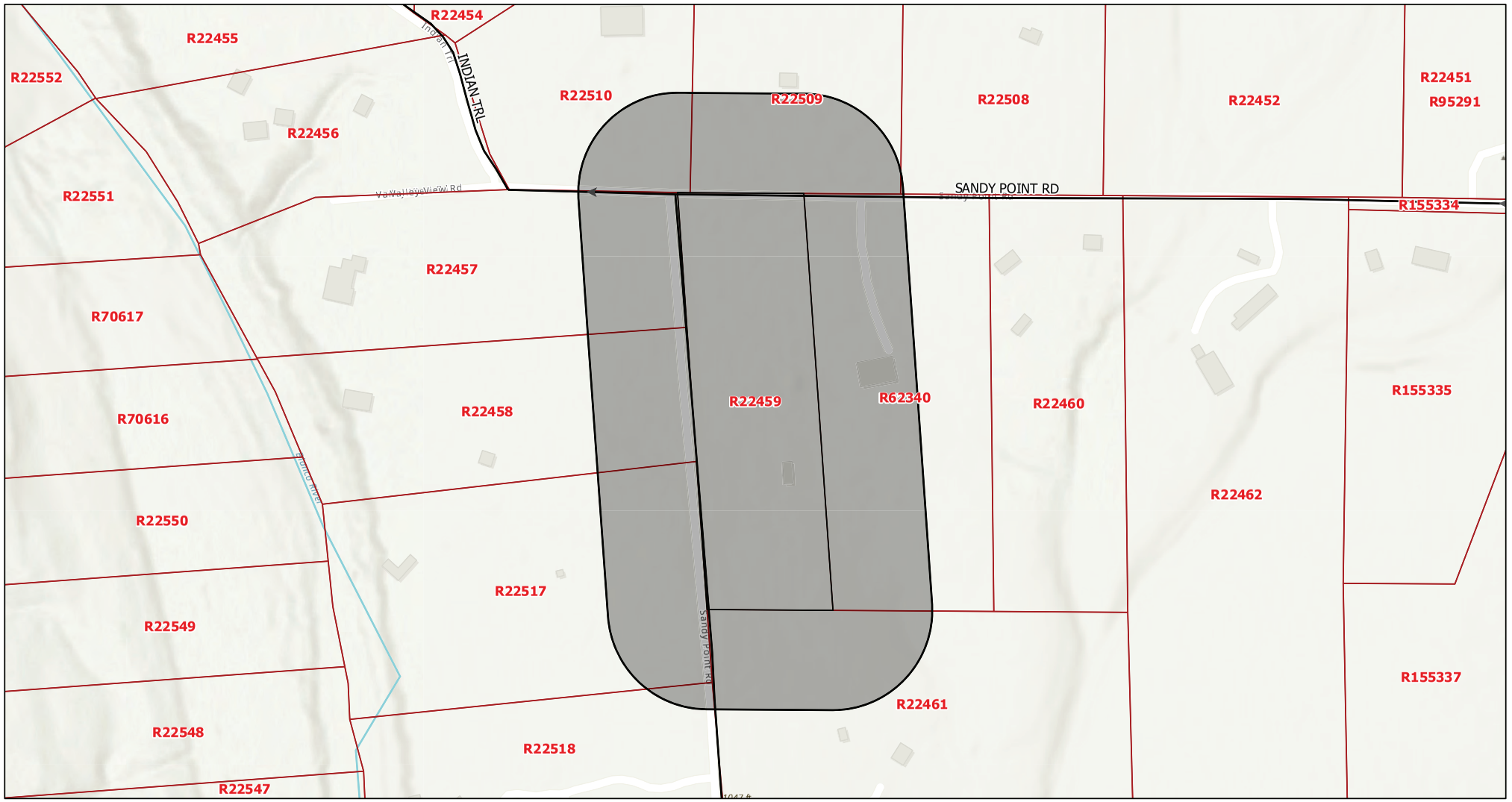
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

SMITH SURVEYING
P.O. BOX 231, DRIFTWOOD, TEXAS 78619
FIRM NO. 10194905
512–757–1637

REPLAT OF A PORTION OF LOT 10, BURNETT RANCH SUBDIVISION NO. 2, HAYS COUNTY, TEXAS

Hays County Development Services Map



9/4/2026, 10:21:19 AM

1:2,659

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

- Override 1
- Override 1
- Roads
- Hays County Boundary
- HaysCADParcels - Web Service

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to consider granting a variance to the 2014 Hays County On-Site Sewage Facility Regulations, Section 10 (D), Table 10-1 Minimum Lot Size for the Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat. **SMITH/BERLAD**

Summary

Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat proposes two (2) lots across 5.98 acres. The subject property lies along Davy Crockett Drive in Austin and within Commissioner Precinct 4. Current water utility consists of a Private Well with a proposal to utilize Rainwater Harvesting for the two new lots. Wastewater utility is proposed by individual on-site sewage facilities.

The applicant for the project has requested a variance to the 2014 Hays County On-Site Sewage Facility Regulations, Section 10 (D), Table 10-1—Minimum Lot Sizes for OSSFs. For developments using an individual private well within the Edward's Aquifer Contributing Zone and within the Priority Groundwater Management Area (PGMA) the minimum lot size is 6 acres when wastewater is treated by on-site sewage facilities.

Justification for the variance request is included in the back-up.

Attachments

Agenda Info Packet

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640
(P) 512-393-2150 (Web) www.hayscountytx.gov

Agenda Packet

Meeting Details

- **Meeting Date:** September 29th, 2026
- **Precinct Commissioner:** Commissioner Walt Smith, Precinct 4
- **Staff Preparing:** Colby Machacek, Development Services, Senior Planner
- **Project Number & Summary:** PLN-2988-PC - Variance Request
- **Project Name:** Silver Spur Ranchettes, Section 2, PT of Lot 11, Replat

Summary of Item

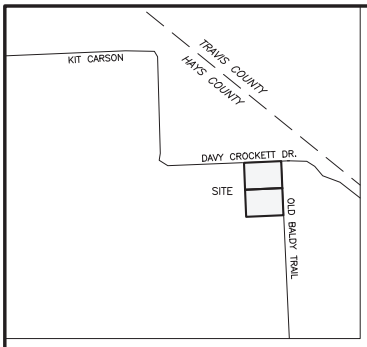
- **Number of Lots:** 2
- **Acreage:** 5.98
- **Access to:** Davy Crockett Drive
- **Water:** Existing Private Well / Rainwater Collection
- **Wastewater:** Individual On-Site Sewage Facilities

Staff Comments

- Staff has received a plat application for review.
- Owner/Applicant requesting variance to Hays County On-Site Sewage Facility Rules 2014 - Section 10 (D), Table 10-1 to Minimum Lot Size for OSSFs.
- Discussion with possible action regarding the variance request.

Attachments

- Plat
- Location Map
- Variance Request Application



VICINITY MAP – 1"=1000'

PEDERNALES ELECTRIC COOPERATIVE NOTES

1. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES.

2. ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF THE LINE.

3. EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

4. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.

5. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0130G, DATED 1/17/2025, A PORTION OF THIS SUBDIVISION LIES WITHIN ZONE A, (SPECIAL FLOOD HAZARD AREA) AND A PORTION OF THIS SUBDIVISION LIES WITHIN ZONE X (AREAS OF MINIMAL FLOOD HAZARD).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

9. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 1 AND 6.

10. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

11. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 751, SUBCHAPTER 7.03(B).

12. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER SOURCE.

14. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.

15. THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER REGULATIONS FOUND IN TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE, CHAPTER 213.

16. THE PROPOSED DEVELOPMENT WITHIN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH HAYS COUNTY DEVELOPMENT REGULATION 725 § 3.02.

17. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS.

18. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

19. ALL LOTS MUST UPGRADE TO ADVANCED OSSFs WHEN EITHER REPLACING OR UPGRADING THE EXISTING OSSFs.

20. LOTS RESTRICTED TO RAINWATER COLLECTION.

21. NO NEW WELLS MAY BE DRILLED.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ALBERT TERRAZAS AND MARGARET TERRAZAS, OWNERS OF 5.98 ACRES, BEING A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 8/9/2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21048790 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, HAYS COUNTY, TEXAS IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

ALBERT TERRAZAS, OWNER
1103 HOLLY STREET
AUSTIN, TX., 78702

MARGARET TERRAZAS, OWNER
1103 HOLLY STREET
AUSTIN, TX., 78702

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALBERT TERRAZAS AND MARGARET TERRAZAS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE _____ DAY OF _____, A.D., 20___, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

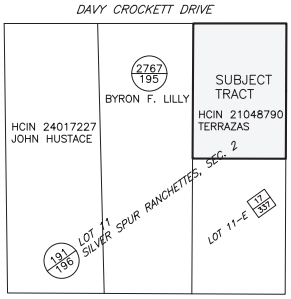
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

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

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

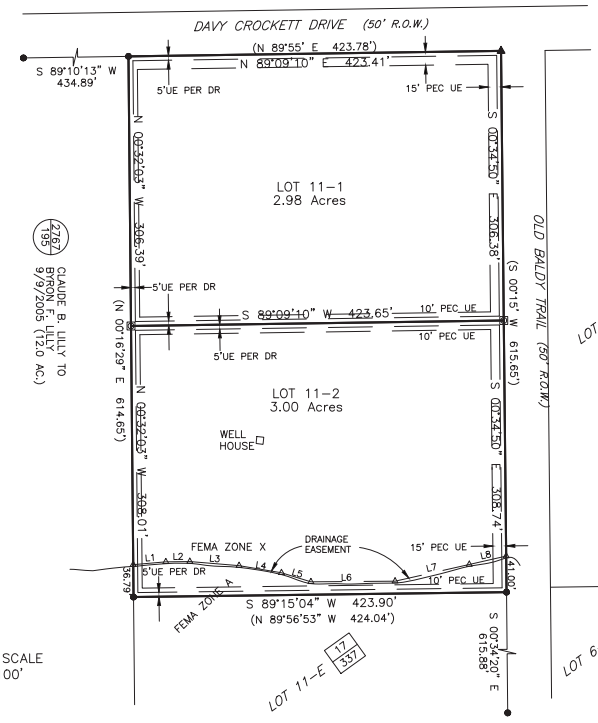
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS



ORIGINAL SCALE
1" = 400'

EXISTING CONFIGURATION
5.98 ACRES, BEING A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2 AS RECORDED IN VOLUME 191, PAGE 196 OF THE HAYS COUNTY DEED RECORDS.

OWNER – MONTESINOS MIRIAM REV. TRUST



ORIGINAL SCALE
1" = 100'

LEGEND

HCIN	HAYS COUNTY INSTRUMENT NUMBER
VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	HAYS COUNTY PLAT RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "SMITH SURVEYING"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
▲	8" CEDAR FENCE POST
△	CALCULATED POINT
—— X ——	WIRE FENCE
—— ohu ——⊕——	UTILITY LINE, POLE AND GUY
DR	DEED RESTRICTIONS IN 191/196

FLOODPLAIN EASEMENT
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 85°01'39" E	37.15'
L2	N 89°17'47" E	27.32'
L3	S 85°14'52" E	56.16'
L4	S 80°27'28" E	48.83'
L5	S 72°54'14" E	35.01'
L6	N 89°34'34" E	95.63'
L7	N 77°18'13" E	86.47'
L8	N 77°11'07" E	42.96'

LOT SIZE CATEGORIES

TOTAL AREA = 5.98 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 2.99 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 0
NUMBER OF LOTS 2 – 5 ACRES = 2
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOP.
WATER–RAINWATER COLLECTION
SEWER–INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

I, THE UNDERSIGNED, INTERIM DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MICHAEL BERLAD, INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

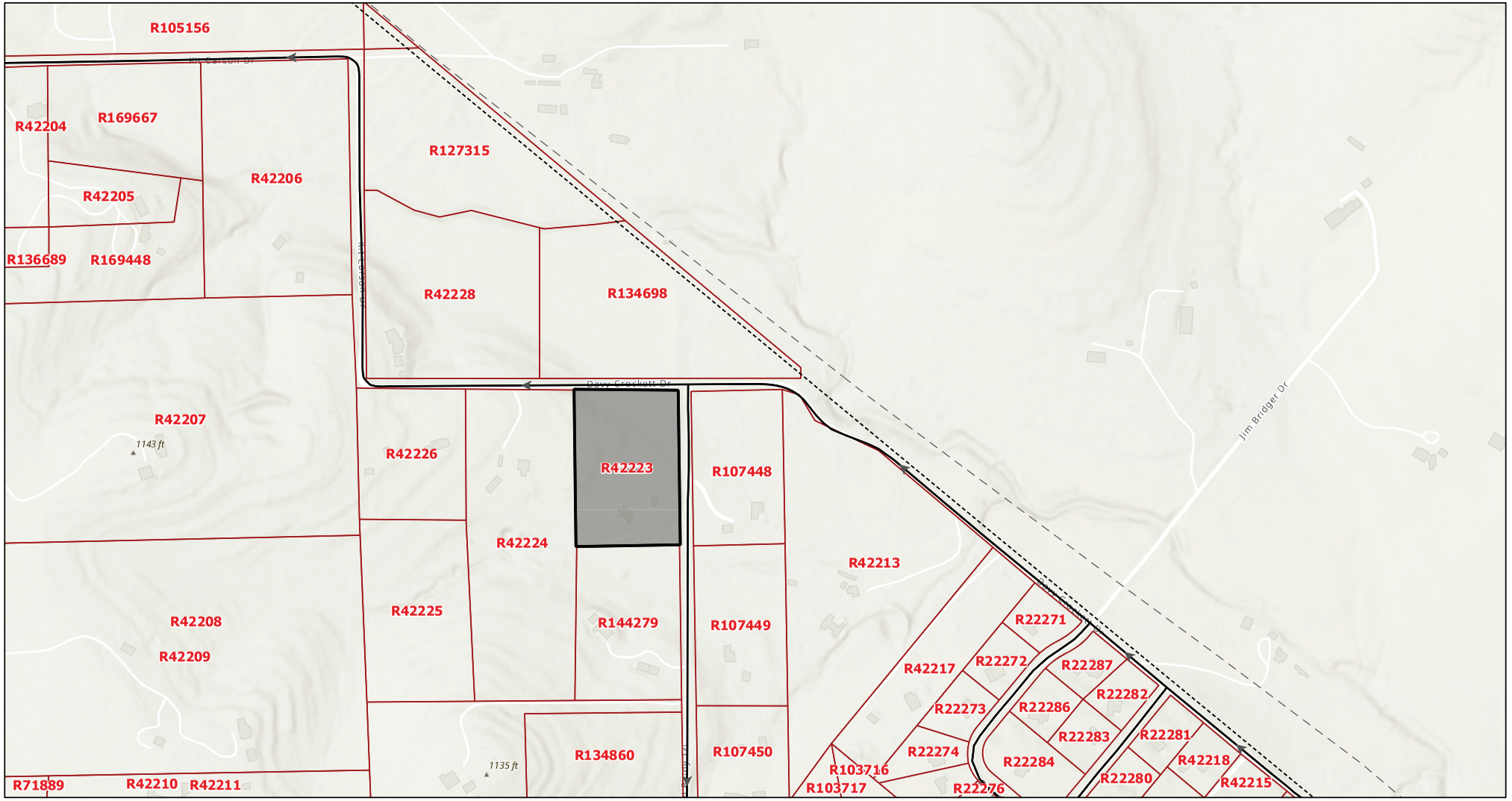
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

SMITH SURVEYING
P.O. BOX 231, DRIFTWOOD, TEXAS 78619
FIRM NO. 10194905
512-757-1637

CLIENT: TERRAZAS, ALBERT
DATE: 3/9/2026
FB/PG: 2/74
PLAT NO. 1077-26-c

REPLAT OF A PORTION OF LOT 11, SILVER SPUR RANCHETTES, SECTION 2, HAYS COUNTY, TEXAS

Hays County Development Services Map



9/16/2026, 12:43:08 PM

1:5,256

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

- Override 1
- Override 1
- Roads
- Hays County Boundary
- HaysCADParcels - Web Service

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only
Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Margaret & Albert Terrazas

Property Owner's Mailing Address: 10511 Davy Crockett Drive, Austin, Texas 78737

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 799-7449 (Casey Morgan son of Margaret Terrazas) e-Mail Address: Caseymorgandc@gmail.com

IF APPLICABLE: Owner hereby gives Jon Thompson permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Margaret Terrazas
Owner's Signature

STATE OF TEXAS
COUNTY OF Travis

Subscribed and sworn to before me this 9th day of July, 20 26

(seal)

LIZETTE YADIRA GUZMAN
Notary ID #134703338
My Commission Expires
January 5, 2028

Lizette Y. Guzman
Notary Public
My Commission expires: January 5, 2028

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting

Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Silver Spur Ranchettes, Section 2, Part of Lot 11 Replat

911 street address for the Subject Property, if established: 10511 Davy Crockett Drive, Austin, Texas 78737

REQUEST FOR VARIANCE
APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?
A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?
Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?
Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?
Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?
1. COMPLETE THE APPLICATION FOR A VARIANCE: After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. SUBMIT APPLICATION: Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?
Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?
A fee of $100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.

Legal description:

Lot 11*, Block N/A, Subdivision Silver Spur Ranchettes, Sec 2, Phase N/A

If not located in a subdivision: Survey _____,

Abstract_____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R42223

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 4

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

☐ Administrative Variance as follows (check all that apply):

- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
- ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
- ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
- ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
- ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☐ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☒ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Hays County OSSF Regulations, Section 10, D(3), Table 10-1 for lots on "Private Well, Advanced or Conventional OSSF over the EACZ (Edwards Aquifer Contributing Zone)	Minimum lot size for lots with wells and septic are to be six acres.	Existing well and septic on a portion of the lot would create a lot that met the old minimum lot size that existed before the State law that required water certification.
		A water cert has been done for the existing well. The new lot which is almost three acres (2.98 acres) will be on rainwater collection.

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The lot exists as almost six acres and the entire lot would only have the one existing well meaning that the overall spacing for wells would still be 6 acres (this lot is currently 5.98 acres). The proposed new lot would be on rainwater collection so that there would not be any new wells. Under the current rule, before the State law requiring water certification for wells on new plats, the proposed 3.0-acre lot would meet the minimum lot size.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The new state law would impact this lot's ability to be split into two parcels with one lot being on an existing well which is complying with the new state law by providing the water certification and the new, vacant lot will be served by rainwater collection.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Approval of the variance will not be detrimental to the public health, safety and welfare since it is not increasing the number of wells allowed per six-acre area, and will provide water service by rainwater collection to the new lot.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

This action was a function of the State's adoption of a blanket statute for water certification that didn't take into account local regulations that were dealing with when well certifications and minimum lot sizes were necessary.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

It will be helpful in the functionality in keeping the lot to one water well.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Not applicable.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

By restricting the 2.98 acre tract to rainwater collection and recognizing the existing well on the 3.0 acre tract, this will work within the spirit of the new state statute requiring water certs and recognize the effect that the new law had / has on projects that comply with the current subdivision regulations regarding minimum lot size which were affected by the new state law.

****

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.

☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.

☐ Other – List any other supplemental information submitted with this Application:

****

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Jo Thompson

Print Name Jon Thompson

STATE OF TEXAS §
COUNTY OF ~~HAYS~~ Comal §

Subscribed and sworn to before me this 8 day of July, 2026.

(seal)

REYNA CALZONCIT
Notary Public, State of Texas
Comm. Expires 06-28-2030
Notary ID 135550617

Notary Public, State of Texas
My Commission expires: 06/28/2030

AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Gonzales

Sponsor: Commissioner Hammer

Agenda Item:

Hold a public hearing in accordance with section 293.101 of the Texas Health & Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payments to be assessed on institutional healthcare providers in fiscal year (FY) 2027 pursuant to the County Health Care Provider Participation Program. **HAMMER/GONZALES**

Summary:

Hays County's participation in a County Health Care Provider Participation Program is authorized by Chapter 293 of the Texas Health and Safety Code. A County Health Care Provider Participation Program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund (LPPF) established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by Chapter 293 of the Texas Health and Safety Code.

The Hays County Commissioners Court adopted an Order authorizing the County's participation in the program on 9-15-15. On 9-29-15 a public hearing was held to establish the LPPF.

Notice of the Public Hearing has been posted in accordance with § 293.101 of the Texas Health and Safety Code. During the hearing, the Court will set the fiscal year 2027 assessment rate, consider the approval of the amount of payments for each hospital as determined by § 293.151, and consider other issues related to the program.

Fiscal Impact:

Amount Requested: None
Line Item Number: 152-759-00.4641/5801

Budget Office:

Source of Funds: Institutional Healthcare Providers
Budget Amendment Required Y/N?: No
Comments: LPPF revenues and expenditures were budgeted through the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments: Chapter 293 of the Texas Health and Safety Code

Auditor's Office

G/L Account Validated Y/N?: Yes, Health Care Program Services Expense and Mandatory Institutional Health Care Provider Payment Revenues
New Revenue Y/N?: Revenue certified during the annual budget process.
Comments:

Attachments

Resolution Setting the FY2027 Rate for the HCPPP

Order Setting the FY 2027 Rate for the

Hays County Health Care Provider Participation Program

WHEREAS, the Texas Legislature in the 84th Regular Session enacted H.B. 3175, which added Chapter 293 to the Health and Safety Code enabling the County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 293 of the Health and Safety Code, the Hays County Commissioners Court has authorized the County to participate in a county health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 293.101 of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of Hays County sets the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2027 to 6% of the net patient revenue of each institutional health care provider located in the County and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 293.103 of the Health and Safety Code.

PASSED AND ADOPTED by the Hays County Commissioners Court at a regular meeting on the _____ day of September 2027.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1

_____
Morgan Hammer
Hays County Commissioner, Pct. 3

_____
Michelle Cohen
Hays County Commissioner, Pct. 2

_____
Walt Smith
Hays County Commissioner, Pct. 4

ATTEST:

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

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Jennifer Escobar

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to approve the Assessment and Collection Agreements with Savannah Ranch PID. **COHEN/ESCOBAR**

Summary

The County Tax Office has been asked to collect assessment fees for Savannah Ridge PID.

Attachments

Savannah Ridge Letter
Savannah Ridge Contract

September 3, 2026

Jennifer M. Escobar
Hays County Tax Assessor-Collector
712 S. Stagecoach Trail, Ste. 1120
San Marcos, TX 78666

via email: jennifer.escobar@hayscountytx.gov

Re: Assessment and Collection Agreement between City of Kyle and Hays County for assessment collection services for the Savannah Ranch Public Improvement District.

Dear Ms. Escobar:

Please accept this letter as the City's formal request that the Commissioners Court consider approval of an Assessment and Collection Agreement between City of Kyle and Hays County for assessment collection services for the Savannah Ranch Public Improvement District. The City requests that Hays County collect this assessment on its behalf.

Kyle City Council approved the agreement on September 1, 2026 and a copy is attached to this letter.

Please provide the City Secretary's Office (jkirkland@cityofkyle.com) the signed agreement once approved for the City's Records.

Best Regards,

Yvonne Flores-Cale
Mayor
E. ycale@cityofkyle.com
P. 512-262-101

Encl: *Kyle City Council Approved Assessment and Collection Agreement between City of Kyle and Hays County for assessment collection services for the Savannah Ranch Public Improvement District*

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the City of Kyle City Council acting as Board of Directors for the Savannah Ranch Public Improvement District, hereinafter called "District", and is entered into on this the ____ day of _____, 2026, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from October 1, 2026 through September 30, 2027, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.

b. Mailing of current and all required delinquent tax statements.

c. Correction of tax bills as required.

d. Preparation of tax receipts.

e. Preparation of tax certificates.

f. Collection of current and delinquent taxes.

g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2026. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.

B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be $0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and $0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

City of Kyle acting as Savannah Ranch District Board of Directors

Attest:

Jennifer Kirkland, City Secretary

By: _____
Yvonne Flores-Cale, Mayor

Hays County

Attest:

By:_____

_____
Elaine Cardenas, County Clerk

Ruben Becerra, County Judge

Approved:

Jennifer M. Escobar
Hays County Tax Assessor-Collector

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the City of Kyle City Council acting as Board of Directors for the Savannah Ranch Public Improvement District, hereinafter called "District", and is entered into on this the 3 day of September, 2026, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from October 1, 2026 through September 30, 2027, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.

b. Mailing of current and all required delinquent tax statements.

c. Correction of tax bills as required.

d. Preparation of tax receipts.

e. Preparation of tax certificates.

f. Collection of current and delinquent taxes.

g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2026. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.

B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be $0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and $0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

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All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

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IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

City of Kyle acting as Savannah Ranch District Board of Directors

Attest:

Jennifer Kirkland, City Secretary

By: _____
Yvonne Flores-Cale, Mayor

Hays County

Attest:

_____ By:_____

Elaine Cardenas, County Clerk Ruben Becerra, County Judge

Approved:

Jennifer M. Escobar
Hays County Tax Assessor-Collector

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to adopt the Hays County FY 2027 Holiday Calendar. **INGALSBE**

Summary

Consideration and approval of the FY 2027 County Holiday Calendar for Courts and Departments planning purposes.

Attachments

Holiday Calendar

HAYS COUNTY HOLIDAYS FOR 2027

NEW YEARS	**JAN**	**01**	**FRI**
MARTIN LUTHER KING'S BIRTHDAY	**JAN**	**18**	**MON**
PRESIDENT'S DAY	**FEB**	**15**	**MON**
GOOD FRIDAY	**MAR**	**26**	**FRI**
MEMORIAL DAY	**MAY**	**31**	**MON**
JUNETEENTH	**JUN**	**18**	**FRI**
INDEPENDENCE DAY	**JUL**	**05**	**MON**
LABOR DAY	**SEP**	**06**	**MON**
INDIGENOUS PEOPLES'/COLUMBUS DAY.	**OCT**	**11**	**MON**
VETERAN'S DAY	**NOV**	**11**	**THU**
THANKSGIVING	**NOV**	**24**	**WED**
	NOV	**25**	**THU**
	NOV	**26**	**FRI**
CHRISTMAS	**DEC**	**23**	**THU**
	DEC	**24**	**FRI**
	DEC	**27**	**MON**

PASSED AND ADOPTED THIS, THE 29th DAY OF SEPTEMBER 2026

HAYS COUNTY COMMISSIONERS COURT

_____

County Judge

_____ _____

Commissioner Pct. 1 **Commissioner Pct. 2**

_____ _____

Commissioner Pct. 3 **Commissioner Pct. 4**

ATTEST:

_____

COUNTY CLERK

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the five days before the first day of Diwali and ending at midnight on the last day of Diwali (November 1- November 10, 2026); and also adopt an order prohibiting the sale or use of restricted fireworks in the unincorporated area of the County. **BECERRA**

Summary

Texas Occupations Code § 2154.202. Retail Fireworks Permit

(a) A person selling fireworks directly to the public must annually obtain a nonrenewable retail fireworks permit for each retail location.
(b) The commissioner shall set and collect a retail fireworks permit fee in an amount not to exceed $20.
(c) The commissioner shall provide for the sale of a retail fireworks permit through an Internet website. A person may purchase a permit on the website. The Texas Department of Insurance shall post a link to the website on the department's Internet website .
(d) Repealed by Acts 2023, 88th Leg., ch. 832 (H.B. 2259), § 2.
(e) A retail fireworks permit expires on January 31 each year and is not renewable.
(f) Repealed by Acts 2023, 88th Leg., ch. 832 (H.B. 2259), § 2.
(g) Except as provided by Subsection (h), a retail fireworks permit holder may sell fireworks only to the public, and only during periods:
(1) beginning June 24 and ending at midnight on July 4;
(2) beginning December 20 and ending at midnight on January 1 of the following year; and
(3) beginning May 1 and ending at midnight on May 5 if the fireworks are sold at a location that is not more than 100 miles from the Texas-Mexico border and that is in a county in which the commissioners court of the county has approved the sale of fireworks during the period.
(h) In addition to the periods during which the sale of fireworks is authorized under Subsection (g), the commissioners court of a county by order may allow a retail fireworks permit holder to sell fireworks in that county only to the public and only during one or more of the following periods:(1) beginning February 25 and ending at midnight on March 2;
(2) beginning April 16 and ending at midnight on April 21;
(3) beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May; and
(4) beginning five days before the first day of Diwali and ending at midnight on the last day of Diwali.

The County can prohibit the sale and use of restricted fireworks, pursuant to Section 352.051 of the Texas Local Government Code, if certain drought conditions exist. Restricted fireworks means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as “skyrockets with sticks” and “missiles with fins”.

Attachments

DF
DFP

ORDER AUTHORIZING DIWALI FIREWORKSSALES

WHEREAS, the Hays County Commissioners Court is authorized under Occupations Code Section 2154.202(h)(4), to adopt an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Diwali; and

WHEREAS, on this day, the Commissioners Court has determined that circumstances are favorable to issue such an Order, except for certain restricted fireworks prohibited due to drought conditions;

NOW, THEREFORE, the Commissioners Court adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during Diwali period beginning five days before the first day of Diwali, November 1, 2026 and ending at midnight on the last day of Diwali November 10, 2026.

ADOPTED by the Hays County Commissioners on this 29th day of September 2026.

_____
Judge Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1

_____
Dr. Michelle Cohen
Hays County Commissioner, Pct. 2

_____
Morgan Hammer
Hays County Commissioner, Pct. 3

_____
Walt Smith
Hays County Commissioner, Pct. 4

ATTEST:

_____
Elaine Cardenas, MBA, PhD
Hays County Clerk

STATE OF TEXAS §

COUNTY OF HAYS §

ORDER PROHIBITING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF HAYS COUNTY, TEXAS

WHEREAS, the Texas Forest Service has determined that drought conditions exist in Hays County, Texas; and

WHEREAS, the Commissioners Court of Hays County is authorized under Texas Local Government Code Section 352.051, to issue an order restricting or prohibiting the sale or use of restricted fireworks in the unincorporated areas of the County; and

WHEREAS, on the 30th day of September, 2025, the Commissioners Court of Hays County has determined that the normal danger of fire in the unincorporated areas of Hays County is greatly enhanced by the extremely dry conditions now existing.

NOW, THEREFORE, the Commissioners Court of Hays County adopts this Order prohibiting the sale or use of restricted fireworks in the unincorporated areas of Hays County, Texas, as follows:

A. A person may not sell or in any way use fireworks classified under 49 C.F.R. part 173.100(r)(2) (10-01-86 edition) as "skyrockets with sticks" or "missiles with fins" in any portion of the unincorporated areas of Hays County.
B. This Order does not prohibit "permissible fireworks" as authorized in Occupations Code Section 2154.003(a).
C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C Misdemeanor.
D. This order is effective upon execution by the County and expires on the date the Texas Forest Service determines drought conditions no longer exist.

Approved this the 29th day of September, 2026, by the Hays County Commissioners Court.

_____
Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine Cardenas

Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Granjeno

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to modify the 2B104 Vacation Leave Policy of the personnel policies effective October 1, 2026. **BECERRA/GRANJENO**

Summary

A benchmark review of Hays County's market sources found that most comparable employers do not differentiate vacation accrual rates during an employee's first year of service. The proposed amendment would provide employees in their first year of employment the same vacation accrual rate as employees with 1–4 years of service and eliminate the current 180-day waiting period before accrued vacation leave may be used. These changes are intended to better align the County's vacation benefits with the market and improve the competitiveness of the County's overall benefits package.

Attachments

Current Vacation Leave Policy w Revisions
Updated Vacation Leave Policy

2B104 VACATION LEAVE

Vacation time off with pay is available to non-temporary employees working 20 hours or more per week. The amount of paid vacation time employees receive each month increases with the length of their employment as follows:

Vacation Accrual for Employees Working 40 Hours per Week or more
YEARS OF SERVICE HOURS EARNED MONTHLY

~~First year of employment~~	~~4.00 hours~~
~~0~~1 year to 4 years	7.00 hours
5 years to 9 years	8.00 hours
10 years to 14 years	10.00 hours
15 years or more	12.00 hours

Vacation Accrual for Employees Working 30-39 Hours per Week
YEARS OF SERVICE HOURS EARNED MONTHLY

~~First year of employment~~	~~3.00 hours~~
~~0~~1 year to 4 years	5.25 hours
5 years to 9 years	6.00 hours
10 years to 14 years	7.50 hours
15 years or more	9.00 hours

Vacation Accrual for Employees Working 20-29 Hours per Week
YEARS OF SERVICE HOURS EARNED MONTHLY

~~First year of employment~~	~~2.00 hours~~
~~0~~1 year to 4 years	3.50 hours
5 years to 9 years	4.00 hours
10 years to 14 years	5.00 hours
15 years or more	6.00 hours

An employee hired on the first working day of the month will earn a full month's accrual. An employee hired after the first working day of the month will not earn a month's accrual until the following month. Vacation leave accruals will be applied on the first of every month.

~~Before vacation time can be used, a waiting time of 180 calendar days must be completed. After 180 days of employment, employees can request to use time accrued during the 180 days.~~ Years of service are based on the employee's anniversary date. Service for an employee that works less than 20 hours per week does not count towards years of service for vacation accrual purposes. Service for an employee that is classified as temporary or seasonal does not count towards years of service for vacation accrual. Once an employee enters an eligible employment classification, they begin to earn paid vacation time according to the schedule. A break in continuous service with the county

forfeits any vacation accrual benefits. Rehired employees will earn leave as if they were a new hire. Vacation will not be accrued while an employee is on leave without pay for 30 days or more. ~~Accrual of vacation will begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 180 days in such a position before being eligible to take any vacation.~~ Accrual of vacation will begin at the time an employee begins work in a position eligible to accrue vacation. Employees may use accrued vacation leave subject to approval by their department head.

At the end of each fiscal year (September 30), employees may carry any unused vacation time forward as long as it does not exceed 240 hours for full-time employees, 180 hours for three-quarter-time and 120 hours for half-time employees. Employees may accrue hours above this ceiling throughout the fiscal year but will only be allowed to carry the maximum amount into the new fiscal year. Any hours above the ceiling will be reduced as of October 1 and will not be available for the employee to use.

Upon termination of employment, employees will be paid at the current rate of pay for unused vacation time that has been earned through the last day of work. An employee terminating on or before the 15th of the month will earn ½ of a month's accrual. An employee terminating after the 15th of the month will earn a full month's accrual. ~~Employees who leave employment for any reason during the first 180 days of employment will not be paid for any vacation time.~~ The maximum amount an employee will be paid upon termination is 240 hours for full-time, 180 hours for three-quarter-time and 120 hours for half-time employees.

Scheduling of vacations will be at the discretion of the individual department heads. Not all requests will be approved. Requests will be reviewed based on a number of factors, including county needs and staffing requirements.

When an illness or physical incapacity occurs during the time an employee is on vacation leave, accrued sick leave may be granted to cover the period of illness or the incapacity. The employee's sick leave balance will be reduced by the number of applicable hours and the hours will be added back to vacation time if previously deducted.

Employees will only be able to use vacation which has already been accrued and will not be allowed to borrow vacation against possible future accruals. Employees will not be allowed to receive pay for vacation in lieu of taking time off.

Each employee will be responsible for accurately recording all vacation time used on their timesheet. Paid time off for vacation will not be counted as hours worked for the purposes of determining overtime.

Employees earning vacation leave ~~for more than 6 months~~ that transfer to a position that does not earn leave such as an elected, appointed or part-time position will be paid for their vacation leave balance up to 240 hours at the rate prior to the transfer.

Compensatory time must be in compliance with the Hays County policy before employees can use accrued vacation.

2B104 VACATION LEAVE

Vacation time off with pay is available to non-temporary employees working 20 hours or more per week. The amount of paid vacation time employees receive each month increases with the length of their employment as follows:

Vacation Accrual for Employees Working 40 Hours per Week or more
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0 year to 4 years	7.00 hours
5 years to 9 years	8.00 hours
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YEARS OF SERVICE HOURS EARNED MONTHLY

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5 years to 9 years	6.00 hours
10 years to 14 years	7.50 hours
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Vacation Accrual for Employees Working 20-29 Hours per Week
YEARS OF SERVICE HOURS EARNED MONTHLY

0 year to 4 years	3.50 hours
5 years to 9 years	4.00 hours
10 years to 14 years	5.00 hours
15 years or more	6.00 hours

An employee hired on the first working day of the month will earn a full month's accrual. An employee hired after the first working day of the month will not earn a month's accrual until the following month. Vacation leave accruals will be applied on the first of every month.

Years of service are based on the employee's anniversary date. Service for an employee that works less than 20 hours per week does not count towards years of service for vacation accrual purposes. Service for an employee that is classified as temporary or seasonal does not count towards years of service for vacation accrual. Once an employee enters an eligible employment classification, they begin to earn paid vacation time according to the schedule. A break in continuous service with the county forfeits any vacation accrual benefits. Rehired employees will earn leave as if they were a new hire. Vacation will not be accrued while an employee is on leave without pay for 30 days or more. Accrual of vacation will begin at the time an employee begins work in a position

eligible to accrue vacation. Employees may use accrued vacation leave subject to approval by their department head.

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Employees earning vacation leave `that transfer to a position that does not earn leave such as an elected, appointed or part-time position will be paid for their vacation leave balance up to 240 hours at the rate prior to the transfer.

Compensatory time must be in compliance with the Hays County policy before employees can use accrued vacation.

AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Jude Prather, Veterans Service Officer

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to regrade the Veteran Service Caseworker, position 0918-001, to a Veteran Service Grant Program Manager, grade 115, effective October 1, 2026, and amend the budget accordingly.
INGALSBE/PRATHER

Summary:

This action proposes regrading the current Veterans Caseworker position to Veterans Services Grant Program Manager, Grade 115, to align the position with its expanded responsibilities for veteran case management, program development, grant compliance, strategic planning, community outreach, and monitoring of grant-funded services. The position will be funded through the Texas Veterans Commission FY27 grant, with responsibilities that include ensuring grant funds are utilized in accordance with County and funding-agency requirements.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-720-99-136]

Budget Office:

Source of Funds: Texas Veterans Commission Grant
Budget Amendment Required Y/N?: Yes
Comments: The budgeted grant expenditures will be adjusted in FY27.

Purchasing Office:

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

Auditor's Office

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

Attachments

Job Description

HAYS COUNTY JOB DESCRIPTION

Job Code: 0918
Grade: 115
Safety-Sensitive
Phone allocation
FLSA: Non-Exempt

Prepared by: Human Resources
Date Prepared: November 2025
Date Updated:

Veterans Services Grant Program Manger

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Represents and assists veterans, surviving spouses and/or children in applying for federal and state benefits through the Department of Veteran's Affairs. Provides information regarding benefits and procedures to apply for benefits. Analyzes the health needs of veterans and initiates actions to obtain all required medical care through case management. Work involves acting as a liaison with veterans' groups and local, state, and national organizations; advising and assisting veterans regarding rights and benefits provided under federal, state, and local laws. Coordinates and provides transportation for veterans to medical appointments. Oversees the development, implementation, and evaluation of veteran-focused programs and services. This role ensures efficient program operations, compliance with grant requirements, and strategic alignment with the mission of improving the quality of life for veterans and their families within Hays County. Key responsibilities include case management, advocacy, program development, grant compliance, strategic planning, and the creation of marketing materials and applications to support grant initiatives.

Responsibilities

- Conducts interviews and provides guidance to veterans regarding the full array of benefits available through the Department of Veterans Affairs, as well as non-VA benefits available through other veteran's service organizations.
- Serves as an advocate and mentor to veteran participants, while providing information about possible benefit entitlements and the necessary procedures to apply and receive such benefits.
- Analyzes the health needs of veterans and initiates actions to obtain all required medical care through case management. Receives inquiries regarding Department of Veteran Affairs decisions, laws, and regulations in response to filing for veteran benefits and complaints; refers inquiries as appropriate.
- Tracks, assists, and coordinates various support programs for veterans to assess healthcare services, including transportation, and social work, mental health and housing
- Clarifies the type of documents necessary to facilitate timely processing of claims and aids veterans in obtaining such documentation. .
- Participates in the development and implementation of goals, objectives, policies, and priorities for the veteran benefit function; identifies veteran and/or dependent needs and assists in implementing filing procedures.
- Performs preparatory office tasks in the absence of the Veterans Service Officer and/or Assistant Veterans Service Officer II.
- Plans and participates in a wide variety of general clerical work including the maintenance of accurate and detailed logs and records, verification of information accuracy, researching discrepancies and submittal of federal and state documents; maintains office expenses.
- Prepares, types, and/or proofreads a variety of documents, including general correspondence, required reports, memoranda, and statistical records

- Reviews departmental policies and procedures in determining completeness of applications, required reports, memoranda, and statistical records.
- Maintains calendars and schedules of activities, meetings, and various events and coordinates activities with other county departments, the public, and outside agencies
- Promotes Community awareness of available veteran resources, builds and maintains relationships with local, state, and federal veteran organizations, and represents the program at community events, forums, and legislative advocacy opportunities.
- Develops and implements long-term plans to sustain and grow program initiatives through the identification of additional funding opportunities of grants and partnerships.
- Provides information and forms to the public and assists in the completion, collection, and processing of claim forms; receives office visitors, telephone calls, faxes, and mail while answering routine inquires and screens calls or callers.
- Attends and participates in professional group meetings, trainings, seminars, conferences, and hearings and stays abreast of new changes and programs for the veterans benefit function.
- Verifies and reviews materials for completeness ad conformance with established regulations and procedures.
- Compiles data for special projects and collects, assembles, and presents the data background materials.
- Maintains and monitors financial assistance program records to ensure objectives are met and funding is utilized effectively in compliance with county and funding agency requirements
- Provides written reports and documentation as described by policy and procedural requirements of the County and other governing bodies.
- Remains in contact with Veterans Service staff and medical providers as needed.
- Performs other duties as assigned.

Knowledge Required

- Knowledge of veterans administration benefits, agencies and organizations, services and programs.
- Knowledge of U.S. Department of Veterans Affairs law, regulations, and rulings.
- Working knowledge of Texas Government Code, Chapter 434 and United States Code Title 38 Laws.
- Knowledge of available reference sources, including the internet, to obtain information relevant to the interests of Hays County veterans.
- Knowledge of veterans' records and forms, such as DD214 military discharge records, vital medical records, and military medals and awards.
- Exceptional knowledge of how to properly complete VA Forms to apply for benefits.
- Knowledge of case management practices and procedures.
- Working knowledge of the principles and practices of operating vehicles safely under various either, traffic, and physical conditions.
- Exceptional knowledge of modern business office practices and procedures.
- Exceptional knowledge of grammar, punctuation, and spelling.
- Exceptional knowledge of basic windows applications and word processing specifically Microsoft Word, Excel.
- Knowledge of Hays County purchasing rules and regulations.
- Proficient knowledge of telephone etiquette.
- Proficient knowledge of customer relations.
- General knowledge of department forms, rules, procedures and guidelines.
- General knowledge of Hays County Veterans Service Office regulations, policies, and procedures.
- General knowledge of basic hardware and software and uses of a variety of different computer operating systems.
- General knowledge of department codes.
- General knowledge of basic record keeping and filing procedures.

Required Skill

- Skill to conduct interviews and perform case management techniques
- Exceptional skill in telephone etiquette and customer relations
- Exceptional skill in operating standard office equipment, such as personal computers,

calculators, photocopiers, fax machines, multi-line telephones.
- Exceptional skill in providing information and assistance to office staff, visitors and callers.
- Exceptional skill in gathering, compiling, analyzing data and maintaining complex records.
- General skill in designing and implementing new forms and office procedures.
- General skill in interpreting and understanding legal terminology.
- General skill in establishing and maintaining effective working relationships with County staff and the general public.
- General skill in performing basic mathematical calculations.
- General skill in documenting, reading, understanding and maintaining records.
- General skill in basic bookkeeping and report preparation.
- General organizational skills.
- General skill in expressing oneself clearly and concisely, both orally and in writing.
- General typing skill of 50 wpm or greater.

Abilities Required
- Ability to understand federal laws, rules and regulations to governmental assistance for veterans
- Ability to work independently
- Ability to demonstrate sensitivity to individuals with disabilities and determine when environmental factors need to be altered to accommodate them and then altering accordingly.
- Ability to recognize and avoid, neutralize, or minimize situations that threaten interference with or interruption of service.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals, maps and route directions.
- Ability to write routine reports and correspondence.

Education and/or Experience
- Bachelor's degree from an accredited college or university in Social Work or in public health, public affairs, public administration, or healthcare related field or a minimum of two-year experience working with the Department of Veterans Affairs & affiliates or similar organization as substitution for education. Master's degree preferred.
- Two (2) years clerical experience in public health, public affairs, public administration, or healthcare related field or working directly with the Veterans Health Administration or Veterans Benefits Administration. Military experience in administration can be substituted for the clerical and experience requirement. Bilingual (Spanish and English) preferred.
- 3-5 years of program management experience, preferably in a veteran service setting.

Other Qualifications, Certificates, Licenses, Registrations
- Bilingual (Spanish and English) preferred.

Supervision
This position does not supervise other employees.

Guidelines
The Veteran Services Program Manager uses judgment in interpreting and adapting guidelines such as Hays County policies, state and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. This position must have a strong work ethic. The Veterans Services Program Manager must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Must be available to communicate during working hours.

Emotional Demands
Occasional exposure to some stress in dealing with passenger problems; vehicle problems, or coping with emergency situations. The employee must be able to express sensitivity to veterans' issues problems.

Physical Demands
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, there are regular requirements to:

- Stand.
- Walk.
- Sit.
- Use of his/her hands and fingers to handle or feel objects, tools, or controls.
- Reach with hands and arms.
- Climb or balance.
- Stoop, kneel, crouch, or crawl.
- Talk or hear.
- Taste or smell.
- Push/pull/maneuver individuals in wheelchairs when assistance is required/desired
- Occasionally lift and/or move objects weighing up to 250 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment

The work environment is primarily in an office setting with frequent travel within the Hays County area is required with occasional out-of-state and overnight travel.to community events, meetings, and conferences.

The characteristics described here are representative of those encountered while performing the essential functions of this job.

- Driving in Interstate and city traffic conditions at varying times of day and in varying weather conditions
- Manage clientele in high stress situations and environment's
- Ability to work in conditions primarily in a clinic, office, or community center.
- Minimal exposure to unpleasant or hazardous working conditions.
- Noise levels are typically moderate to quiet
- Flexible scheduling may be required to accommodate program needs.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

_____ _____

Employee Signature Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Mike Jones, Director of the Office of Emergency Services

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the renewal of FireInspection360 (www.hayscountypermits.com) for the Office of Emergency Services Fire Marshal Division and authorize the addition of the Investigation Module add-on, total annual amount $7,996.00. **BECERRA/M.JONES**

Summary:

The Investigation Module would allow the Fire Marshal's Office to create standardized Origin and Cause Reports, helping to ensure the same information is consistently documented regardless of which investigator handles the case. It also provides investigative analytics based on all information collected that can help identify trends related to fires occurring within Hays County. Using this module would improve consistency, documentation quality, and overall efficiency within the Fire Investigation Division. The module is on the same platform the office already uses every day for permitting, plan review, and inspections, allowing our investigation reports to be managed within one centralized system.

Fiscal Impact:

Amount Requested: $7,996.00
Line Item Number:001-656-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds were allocated during the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Commissioners Court Approval November 21, 2023, 3 quotes obtained.

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Quote

FIRE SAFETY TECHNICAL SERVICES LLC

7308 Kapok Ln
Austin, TX 78759
512-410-0001

www.fireplanreview.com

Federal EIN: 45-3173159

QUOTE

Date: **9/18/2026**

To: Office of Emergency Services
Hays County
810 S Stagecoach Trail, Ste 1200
San Marcos, TX 78666
Via email to Kristen Jones (kristen.jones@hayscountytx.gov)

Description	Total
FireInspection360 (www.hayscountypermits.com) fire prevention software suite. For the term of 10/1/2026 through 9/30/2027.	$5,996.00
FireInspection360 (www.hayscountypermits.com) Investigation Module add-on For the term of 10/1/2026 through 9/30/2027.	$2,000.00

Total amount to be invoiced 10/1/2026 **$7,996.00**

Thank you,

Brent Meisenheimer
brent@fireplanreview.com

Terms & Conditions

These Terms and Conditions shall apply to this quotation issued by Fire Safety Technical Services, LLC, a Texas limited liability company (“FSTS”) and the above-named account ("AGENCY") for the operation of a fire prevention website (“the Service”).

FSTS shall perform the following services:

1. Configure the website based on configuration data transmitted from AGENCY within one month of FSTS’s receipt of 100% complete configuration data so that the system performs at the base level (as defined by FSTS). There is no charge for minor custom changes (e.g., minor form changes and minor logic changes). There may be additional fees for major changes. “Minor changes” and “major changes” is defined by FSTS.

2. Collect fire prevention related data via a website accessible at a custom domain name chosen by AGENCY.

3. Provide bug fixes at no additional charge.

4. Ensure encryption of data at rest and when being transmitted to and from the website according to standard industry practices.

5. Provide access to the website with the latest versions of the following web browsers: Google Chrome, Apple Safari, Microsoft Edge, and Mozilla Firefox.

6. Provide data backup to guard against data loss in the event of catastrophic system failure.

7. Guarantee uptime of 99.9%, as calculated on an annual basis.

8. Provide to AGENCY a complete database image in the native database format upon termination of this agreement.

AGENCY shall be responsible for the following:

1. Provide to FSTS, on a form chosen by FSTS, the required custom configuration required for operation of the website. AGENCY agrees that all configuration data must be reported on this form and that data not reported on the form will not be included on the website. AGENCY agrees that FSTS has one month from receipt of a 100% complete data configuration form to fully configure the website.

2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).

3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of FSTS.

4. Enter all other data into the website per system instructions and support recommendations.

5. Access the Service with the latest version of one of the following web browsers: Google Chrome, Apple Safari, Microsoft Edge, and Mozilla Firefox.

Governing Law and Jurisdiction; Attorney’s Fees. This Agreement shall be deemed to have been made under and shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to any choice of law principles. AGENCY and FSTS hereby agree to submit to the jurisdiction of the state and federal courts for the State of Texas, Hays County, and such courts shall have exclusive jurisdiction and venue to adjudicate the rights and obligations of the parties relating in any manner hereto. The parties hereby waive any argument relating to the convenience of forum. In the event of litigation relating to the subject matter hereto, the substantially prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney’s fees and costs relating to such litigation.

Service is provided as-is. AGENCY agrees that the Service is provided as-is. FSTS will make every effort to make minor layout and operational changes to fit the needs of the AGENCY, but AGENCY understands that not all modifications are possible. AGENCY-requested modifications deemed by FSTS to not meet the definition of "minor" may incur an additional fee. If an additional fee is required, a quote for this additional fee will be transmitted to AGENCY prior to any modification to the Service.

Service changes due to third party demands. FSTS makes every effort to provide services and data in accordance with applicable licenses and copyright laws. FSTS may remove services and non-AGENCY data from the Service upon demand from a third-party or court order based upon licensing restrictions, copyright laws, or other lawful demand.

Data Ownership. All data transmitted to the website by a user of the Service remains the property of the AGENCY. Modifying or deleting of submitted fire prevention data by FSTS is prohibited.

Statute of limitation. The AGENCY agrees that any cause of action you may have against FSTS must be commenced within two (2) years after the claim arises.

Termination. Either AGENCY or FSTS can terminate service at any time upon 30 days written (or email) notice. Future service fees. if any, will be refunded to AGENCY.

Pricing. The AGENCY agrees to the prices set forth in this agreement. FSTS reserves the right to modify AGENCY pricing at the billing renewal date and will provide 30 days advance written notice of its intent to do so.

Copyright. The AGENCY recognizes that the FSTS website is protected under U.S. copyright and trademark law, international conventions, and other applicable laws. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of FSTS's technology.

System Failures. FSTS uses computer technology to collect data and no such technology is 100% reliable. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of FSTS and agrees to hold FSTS, its principals, employees. and agents harmless.

General. These Terms and Conditions shall govern the entire relationship between FSTS and AGENCY. The parties agree that there are no other understandings between the parties concerning the subject matter hereof, whether verbal or written. By acceptance of the quotation, AGENCY agrees that any additional terms and conditions of a purchase order or change order shall not be applicable unless expressly agreed to by FSTS in writing and FSTS specifically objects to the inclusion of any different or additional terms or conditions by AGENCY in confirming or accepting any quotation. Delivery of a purchase order by AGENCY pursuant to this quotation shall be deemed to be an acceptance by AGENCY of these Terms and Conditions. In the event AGENCY includes different or additional terms and conditions in its purchase order, acceptance, confirmation, or other written form sent in response to any quotation, neither FSTS's delivery of all or part of the Service, nor any other action except a written notice from FSTS, shall constitute acceptance of such additional or different terms, but instead these Terms and Conditions shall apply.

Severability. If any provision of these Terms and Conditions is held by any court to be invalid or unenforceable, such provision shall be deemed to be modified or deleted, but only to the extent necessary to enable that and the remaining provisions of this Agreement to be valid and enforceable.

BY ACCEPTING THE QUOTATION AND/OR PROVIDING A PURCHASE ORDER TO FSTS, AGENCY ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to approve the naming of a private driveway in Precinct 3, Windfall Oaks Way.
HAMMER/BERLAD

Summary

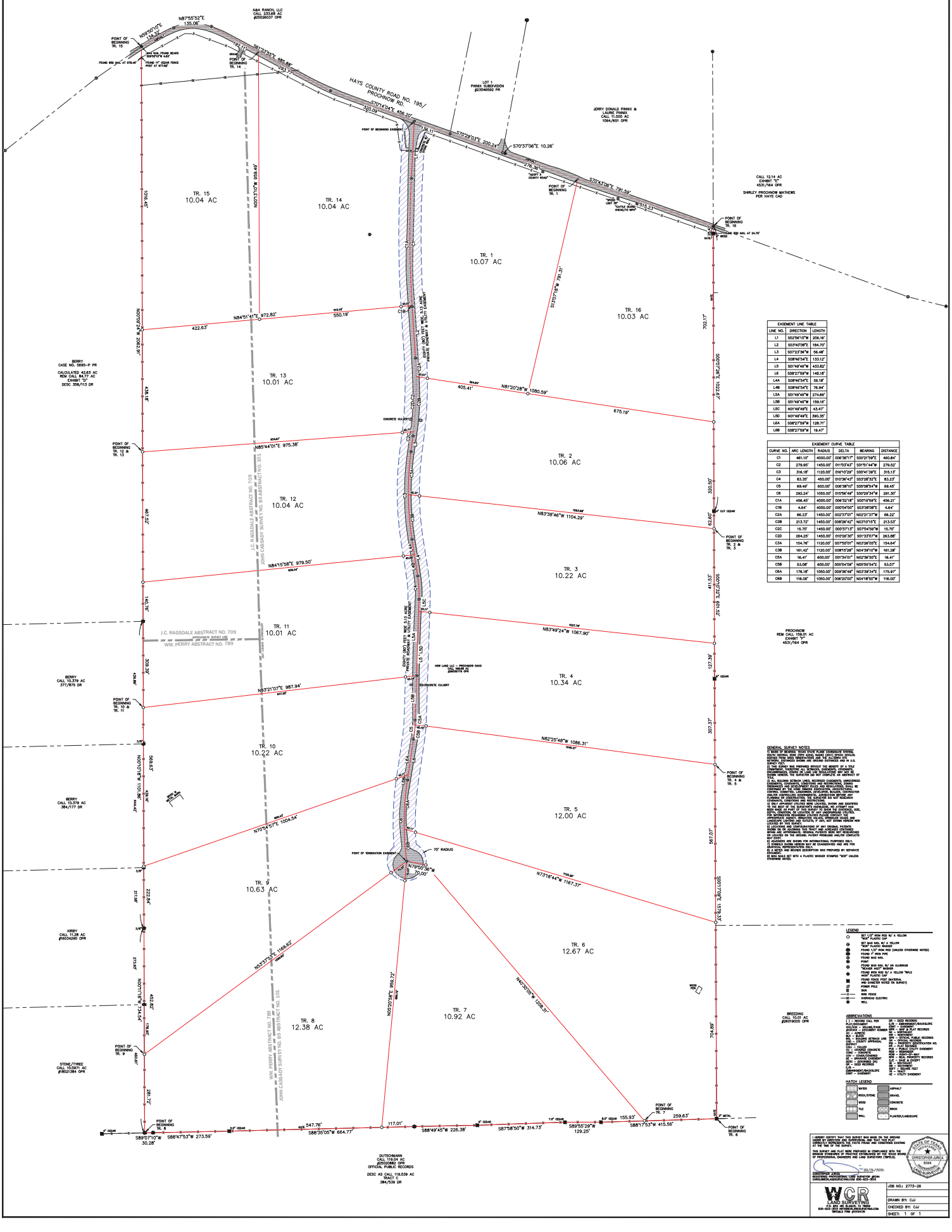
The owner of property located off of Prochnow Road in Precinct 3 has requested to name their private driveway "Windfall Oaks Way". All property owners have signed off on the request and the proposed name has been verified with Hays County GIS and 911 Addressing Division.

Attachments

Map Exhibit
Letter Request and Signatures

BOUNDARY & IMPROVEMENT SURVEY

LEGAL DESCRIPTION: PROCHNOW OAKS – BEING A 169.68 ACRE TRACT OF LAND SITUATED IN THE JOHN CASSADY SURVEY NO. 85, ABSTRACT NO. 101, THE J.C. RAGSDALE SURVEY, ABSTRACT NO. 709, THE WM. PERRY SURVEY, ABSTRACT NO. 789, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 169.68 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 26006779, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



EASEMENT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S02°56'10"W	206.16'
L2	S03°40'08"E	184.70'
L3	S07°23'36"W	56.46'
L4	S08°46'54"E	133.12'
L5	S01°48'49"W	433.82'
L6	S08°27'59"W	148.18'
L4A	S08°46'54"E	56.18'
L4B	S08°46'54"E	76.94'
L5A	S01°48'49"W	274.68'
L5B	S01°48'49"W	159.16'
L5C	N01°48'49"E	43.47'
L5D	N01°48'49"E	390.35'
L6A	S08°27'59"W	128.71'
L6B	S08°27'59"W	19.47'

EASEMENT CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	461.10'	4000.00'	006°36'17"	S00°21'59"E	460.84'
C2	279.95'	1450.00'	011°03'43"	S01°51'44"W	279.52'
C3	316.18'	1120.00'	016°10'29"	S00°41'39"E	315.13'
C4	83.35'	450.00'	010°36'43"	S03°28'33"E	83.23'
C5	69.49'	600.00'	006°38'10"	S05°08'54"W	69.45'
C6	292.24'	1050.00'	015°56'49"	S00°29'34"W	291.30'
C1A	456.45'	4000.00'	006°32'18"	S00°19'59"E	456.21'
C1B	4.64'	4000.00'	000°04'00"	S03°38'08"E	4.64'
C2A	66.23'	1450.00'	002°37'01"	N02°21'37"W	66.22'
C3B	213.72'	1450.00'	008°26'42"	N03°10'15"E	213.53'
C2C	15.70'	1450.00'	000°37'13"	S07°04'59"W	15.70'
C2D	264.25'	1450.00'	010°26'30"	S01°33'07"W	263.88'
C3A	154.76'	1120.00'	007°55'01"	N03°26'05"E	154.64'
C3B	161.42'	1120.00'	008°15'28"	N04°39'10"W	161.28'
C5A	16.41'	600.00'	001°34'01"	N02°36'50"E	16.41'
C5B	53.08'	600.00'	005°04'09"	N05°55'54"E	53.07'
C6A	176.18'	1050.00'	009°36'48"	N03°39'34"E	175.97'
C6B	116.06'	1050.00'	006°20'00"	N04°18'50"W	116.00'

GENERAL SURVEY NOTES

1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011) ADJUSTMENT. DETAILS FROM NGS OBSERVATIONS AND ALLTEN NGS NETWORK. DISTANCES SHOWN ARE GROUND DISTANCES AND IN U.S. SURVEY FEET.

2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL EASEMENTS, RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, ZONING ORDINANCES AND DEVELOPMENT RULES AND REGULATIONS, SHALL BE CONSIDERED AS EXCEPTIONS TO THIS SURVEY. THIS SURVEY CONTAINS, CONSTRUCTED, LOCATIONED, DEVELOPED, BUILDED, CONTRACTION AND/OR TECHNOLOGIES, DOCUMENTS, OR ADDITIONS BEFORE ANY CONSTRUCTION OR DEVELOPMENT OF THE PROPERTY. ALL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS.

3) THE SURVEYOR HAS NOT ABSTRACTED THE PROPERTY AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY ABSTRACT OR TITLE WORK AS PART OF THIS SURVEY. IT SHOULD BE EXPECTED, ADDITIONAL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON. THE SURVEYOR RECOMMENDS A TITLE SEARCH BE PERFORMED BY THE PROPER PARTIES FOR INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD. THE SURVEYOR HAS RELIED UPON THE LEGAL DESCRIPTIONS, DEEDS AND MAPS AS FURNISHED TO HIM, AND FURTHER ASSUMES NO LIABILITY FOR SAID INFORMATION.

4) THE SURVEYOR MAKES NO REPRESENTATIONS OF ANY ORIGINAL PATENTS SHOWN ON OR ADJOINING THIS TRACT AND ALL RECORDS CONTAINED HEREIN ARE APPROXIMATE. ORIGINAL PATENTS WERE NOT RESEARCHED OR LOCATED ON THE GROUND. PATENT PROBLEMS AND/OR CONFLICTS MAY EXIST.

5) ADJACENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. ADJACENT PROPERTY LINES MAY BE ENGINEERED AND ARE FOR GRAPHICAL REPRESENTATION ONLY.

6) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY SEPARATE INSTRUMENT.

7) IRON RODS SET WITH A PLASTIC WASHER STAMPED "WCR" UNLESS OTHERWISE NOTED.

LEGEND

- SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- SET MAG NAIL W/ A YELLOW "WCR" PLASTIC WASHER
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND 1/2" IRON PIPE
- FOUND MAG NAIL
- POINT
- FOUND MAG NAIL W/ AN ALUMINUM "BEARS EAST" WASHER
- FOUND IRON ROD W/ A YELLOW "RPLS 5744" PLASTIC CAP
- FOUND FENCE POST (MATERIAL AND DIRECTION NOTED ON SURVEY)
- POWER POLE
- WIRE FENCE
- OVERHEAD ELECTRIC
- WELL

ABBREVIATIONS

( ) = RECORD CALL PER PLAT/DOCUMENT
XXX/XXX = VOLUME/PAGE
#XXXXXXXX = DOCUMENT NUMBER
BLK = BLOCK
BSL = BUILDING SETBACK LINE
CO. = COUNTY
CALC. = CALLED
CONC. = CONCRETE
CONC. = CONCRETE
CM = CONTROLLING MONUMENT
DE = DRAINAGE EASEMENT
DED. = DEDICATED (N)
DOC. = DEED RECORDS
E.P. = EASEMENT/RIGHT-OF-WAY
ESMT. = EASEMENT
ER = EGRESS RECORDS
ESMT. = EASEMENT
FR = FLOOD RECORDS
GE = GUY EASEMENT
IR = IRON ROD
IP = IRON PIPE
LOT = LOT
MR = MAP RECORDS
OPR = OFFICIAL PUBLIC RECORDS
PR = PLAT RECORDS
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
SR = SURVEY RECORDS
SSE = SANITARY SEWER EASEMENT
SQ. FT. = SQUARE FEET
VOL. = VOLUME
UE = UTILITY EASEMENT

HATCH LEGEND

WATER, ASPHALT, ROCK/STONE, GRAVEL, WOOD, CONCRETE, TILE, BRICK, WALL, FLATER/LANDSCAPE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT THE PLAT CORRECTLY REPRESENTS THE FACTS FOUND AND CONDITIONS EXISTING AT THE TIME OF THE SURVEY.

THIS SURVEY AND PLAT WERE PREPARED IN COMPLIANCE WITH THE RULES OF PROFESSIONAL CONDUCT AND STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS (TBPELS).

CHRISTOPHER JURICA
REGISTERED PROFESSIONAL LAND SURVEYOR #6344
CJURICA@WCRENGINEERING.COM 830-625-8555

STATE OF TEXAS
CHRISTOPHER JURICA
6344
REGISTERED PROFESSIONAL LAND SURVEYOR

10/21/2026

WCR
LAND SURVEYING
12 SUNSET COVE, KYLE, TEXAS 78640
830-625-8555 INFO@WCRENGINEERING.COM/SURVEYING.COM
TBPELS FIRM #10194139

JOB NO.: 2773-26
DRAWN BY: CJJ
CHECKED BY: CJJ
SHEET: 1 OF 1

Date 9/10/2026

Commissioner Morgan Hammer

Address 200 Stillwater, Wimberley, TX 78676

Dear Commissioner Hammer

We are property owners that share a private driveway coming off of Prochnow Road. We are writing to you, in coordination with all the other property owners who share the private driveway to formally name it to Windfall Oaks Way. This will help in 911 responses, mail deliveries etc

The street name has been approved by Hays County GIS Department.

Enclosed is a document signed by each of the property owners acknowledging that we agree and endorse the proposal to name the private shared driveway Windfall Oaks Way and that any existing address will be relinquished.

Please contact me if you have any questions or concerns. Thank you very much for your attention to this matter.

Sincerely,

All signatures from property owners

Signature Approvals

We, the undersigned, approve the request to name the shared access driveway (easement, private road) to Windfall Oaks Way per approval of Hays County GIS Division.

We also acknowledge with Hays County approval of this new road name request, new physical addresses will be assigned accordingly with new street name. Old addresses will be no longer be valid for use.

Signed by:
Collin Wood
B8D689417BDF42F...
Name

9/10/2026
Date

Collin Wood
Printed Name

13415
Property ID Number

Signed by:
Collin Wood
B8D689417BDF42F...
Name

9/10/2026
Date

Collin Wood
Printed Name

13416
Property ID Number

Name

Date

Printed Name

Property ID Number

Name

Date

Printed Name

Property ID Number

AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: ROBINSON

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to authorize the execution of a Letter Amendment to the Interlocal Agreement for Operations and Maintenance of Combined Emergency Call Center (CECC). **BECERRA/ROBINSON**

Summary

Hays County has seen the addition of ESD9, City of San Marcos EMS, and the Uhland Police Department as users of CECC services. This formally adds them to the CECC partnership; identifies the ESD number to the agency; new term ends on September 30, 2027 and auto-renews every 30 days thereafter.

Attachments

CECC 2026 Letter Amendment

LETTER AMENDMENT TO: AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER

STATE OF TEXAS §
COUNTY OF HAYS §

The purpose of this Letter Amendment ("Amendment") is to update and extend the Amended and Restated Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center dated May 10, 2022 (the "Agreement"), attached as **Exhibit A**. The Parties executed the original Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center on or about October 18, 2017. The Parties executed an Amendment to the Original Agreement on or about December 15, 2020. The Parties executed the Amended and Restated Interlocal Agreement on or about May 10, 2022. The Parties executed a Letter Amendment to the Agreement on or about August 19, 2025 (Attached as **Exhibit B**), adding the City of Uhland and the City of San Marcos as Parties. The Parties now wish to extend and further amend the Agreement as set forth below. This Amendment (1) extends the Term of the Agreement, (2) updates the definition of the Hays County Emergency Communications Department, and (3) updates the composition of the Advisory Board. This 2026 Letter Amendment will describe/list the sections of the Agreement that are being modified below.

2. Term of Agreement. Section 2 of the Agreement shall be superseded and replaced in its entirety with the following:

> **2. Term of Agreement.** The term of this Letter Amendment is for one (1) year, commencing on October 1st, 2026, which is the beginning of each Party's fiscal year. Any gap between the previous agreement, **Exhibit A**, and this finalized Letter Amendment, will be treated as a "holdover" until this Letter Amendment is fully executed. This Letter Amendment shall commence on the date the last Party executes this Agreement ("Effective Date") and will terminate on September 30, 2027. If there is a gap between the termination date of this 2026-2027 Letter Amendment and any finalized subsequent agreement, this 2026-2027 Letter Amendment shall automatically extend every thirty days until a new agreement commences.

3. Definitions. The definition of "Hays County Emergency Communications Department" in Section 3 of the Agreement shall be superseded and replaced in its entirety with the following, but otherwise not alter said section:

Hays County Emergency Communications Department means the department responsible for providing emergency communication and dispatching services for the following agencies: Hays County Sheriff's Office, Hays County Constable Offices, North Hays Fire Department (ESD 6), Wimberley Fire Department (ESD 4), Wimberley EMS (ESD 7), Buda Police Department, Buda Fire/EMS Department (ESD 8 / ESD 2), South Hays Fire Department (ESD 3), Uhland Police Department (UPD), and ESD 9.

7.02 Advisory Board – Composition. Section 7.02 of the Agreement shall be superseded and replaced in its entirety with the following:

7.02 Composition. The Advisory Board will be comprised of seventeen (17) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office
Hays County Constable Offices
Kyle Police Department
Kyle Fire Department (ESD 5)
North Hays Fire Department (ESD 6)
Wimberley Fire Department (ESD 4)
Wimberley EMS (ESD 7)
Buda Police Department
Buda Fire/EMS Department (ESD 8 / ESD 2)
South Hays Fire Department (ESD 3)
ESD 9
San Marcos EMS
Hays County Emergency Services Department
Texas State University Police Department
San Marcos Police Department
San Marcos Fire Department
Uhland Police Department

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

[Intentionally left blank. Signature pages to follow]

Hays County

By: _____
Ruben Becerra
_____ County Judge
Date

Attest: _____
Name: _____

City of Kyle

By: _____
Name: _____
_____ City Manager
Date

Attest: _____
Name: _____

City of Buda

By: _____
Name: _____
_____ City Manager
Date

Attest: _____
Name: _____

City of Uhland

By: _____
Name: _____
_____ City Manager
Date

Attest: _____
Name: _____

City of San Marcos

By: _____
Name: _____
_____ City Manager
Date

Attest: _____
Name: _____

Texas State University

By: _____
Name: _____
_____ Title: _____
Date

Attest: _____
Name: _____
Title: _____

Exhibit A – Copy of the Amended and Restated Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center Dated May 10, 2022.

AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER

STATE OF TEXAS §
COUNTY OF HAYS §

This Amended and Restated Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas ("County"), the City of Kyle, Texas ("Kyle"), a home rule city of the State of Texas, the City of Buda, Texas ("Buda"), a home rule city of the State of Texas, and Texas State University, a public institution of higher education and an agency of the State of Texas, ("University"). The above-named parties are sometimes collectively referred to as the "Parties" or individually referred to as the "Party". Each Party is acting through its respective duly authorized officers or employees. The Parties executed the original Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center on or about October 18, 2017. The Parties executed an Amendment to the Original Agreement on or about December 15, 2020. The Parties now wish to amend and restate that Agreement.

RECITALS

The Parties, consisting of multiple governmental entities within Hays County, have formed a coalition to deliver nationally-recognized emergency communication services by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. This coalition desires to maintain a role as leaders in the delivery of emergency communication services by ensuring that the communication center and its systems are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement.

This Agreement is to provide for the organizational structure and funding for operation and maintenance of a Combined Emergency Communications Center (CECC) which will include the Hays County Emergency Communications Department, City of Kyle Emergency Communication Department, Emergency Communication Services for the City of Buda Police Department, Texas State University Emergency Communications Department, and associated systems, all or portions of which will be located in the CECC. The CECC is located within the Hays County Public Safety Facility at 810 South Stagecoach Trail in San Marcos.

NOW, THEREFORE, in consideration of the mutual covenants herein the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above Recitals are incorporated herein for all purposes.

2. Term of Agreement. The term of this Agreement is for five (5) years, each year commencing on October 1st, which is the beginning of each Party's fiscal year. The first year of this Agreement shall commence on the date the last Party executes this Agreement (the "Effective Date") and will end on September 30, 2026.

3. Definitions.

BPD means Buda Police Department.

Budget means the applicable portion of the Operating Budget or Capital Budget, except where expressly stated otherwise.

Capital Funds means funds budgeted and paid by the parties for Capital Costs that may or may not be spent during the fiscal year in which they were paid.

Capital Improvement Plan means a plan reviewed yearly that includes expected planned additions, repairs, replacement, or upgrades to the CECC and the CECC Systems. The Capital Improvement Plan may include Capital Costs to be budgeted over multiple years. The planned Capital Costs should be included in each yearly Budget per the Capital Improvement Plan.

Combined Emergency Communications Center (CECC) means the integrated and coordinated combined emergency communications center, inclusive of the CECC portions of the Facility, CECC structures on and around the Hays County Public Safety Facility as well as the CECC Systems on and within the Facility.

CECC Program means the Combined Emergency Communications Center Program, which includes the CECC, the Shared Employees, and all of the CECC Systems housed and managed within the Facility.

Costs are defined below by category and types of costs, and are included on the estimated Preliminary Budget, **Exhibit A**, and the estimated Budget, **Exhibit B**. Costs, especially those for certain CECC Systems, may be reduced by revenue from entities not a party to the Agreement before they are included in the Budget.

> **Agency Specific Costs** means all costs each Party must annually budget to pay all costs associated with any Agency Specific Systems it operates out of the CECC Facility, including Agency Specific Employee Costs.
>
> **Buda/Hays Personnel and Support Costs** means those Costs shared by the City of Buda and Hays County for Hays County emergency communications personnel and support of that personnel.
>
> **Buda/Texas State/Hays Personnel and Support Costs** means those Costs shared by the City of Buda, Texas State University, and Hays County for Hays County emergency communications personnel and support of that personnel.
>
> **Personnel Costs** means wages, stability pay, insurance, FICA, Medicare, and retirement contributions.

Capital Costs means all costs associated with any additions, repairs, replacement, or upgrades to the CECC and the CECC Systems it supports after initial construction of the CECC or CECC Systems is completed. Certain Capital Costs, especially those included in the Capital Improvements Plan and greater than $100,000, may be partially funded in a multi-year plan.

Operating Costs means all costs incurred to occupy and use the Facility, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and CECC System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, running, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and CECC Systems functioning efficiently, maintain the useful life of the assets, and reduce the probability of failures. All Operating Costs must be included in each annual Budget.

CECC Systems Costs means all costs to operate or upgrade the CECC Systems including hardware, and software licenses, training, support, and costs associated with maintenance contracts.

Commodities Costs means all costs associated with outright purchase of goods and services, such as; office supplies, computer supplies; computer software, tools and minor equipment; and minor computer hardware.

Contractual Costs means all costs associated with setting up contracts to supply goods and services, such as rental of copy machines, vending machines, Facility insurance and content insurance for CECC Systems, equipment maintenance, security services, utilities, and telephone system costs.

Facility Space Costs means the costs associated with any party's use of space within the facility. Rates for Facility Space Costs associated with the various portions of the facility will be governed by lease agreements between a Party and Hays County. If a Party's use of facility space requires a lease, the rates for portions of the facility included in that lease will be used to calculate Facility Space Costs for any other Party.

Hays County CECC Management and Administrative Services Costs means those Hays County costs associated with providing management and administrative services, which will be reimbursed as if Hays County were a third-party vendor of those services, and nor otherwise included as a Cost herein, (e.g. facility maintenance, janitorial services, etc.)

Program Shared Personnel and Support Costs means those Costs shared by all Parties for personnel and support of that personnel that benefit the entire Program.

Day, unless otherwise described, means calendar day.

Emergency Call-takers are Agency Specific Employees assigned to answer 911 calls. The structure and number of Emergency Call-takers may vary depending on whether existing agency

PSAP's are combined or operated separately. When operating under one PSAP the number of Emergency Call-takers, staffing levels, and their duties are governed by the Standard Operating Procedures and adopted budget of the CECC Program, however the supervision of Emergency Call-takers remains within the respective command structure of each agency. When operating under multiple PSAP's, the agencies that utilize Emergency Call-takers for their respective PSAP will independently govern the number of Emergency Call-takers, staffing levels, and duties. Emergency Call-takers may be transitioned into shared employees, governed by the CECC program, if approved by the Executive Board and all Parties during any budget approval process.

Employees are either "Shared Employees" or "Agency Specific Employees" for purposes of this Agreement.

> **Agency Specific Employees** means those employees employed directly by a Party at the CECC Facility, excluding Shared Employees.
>
> **Shared Employees** means those employees employed by Hays County at the CECC Facility and whose salary is funded by contributions from some, or all Parties through the Budget process.

Executive Board Bylaws means the Bylaws approved by the Parties to provide a framework for operation and management of the CECC Program by the Executive Board.

Facility the Public Safety Facility, which will include the CECC, owned by and under the direct control of Hays County at 810 South Stagecoach Trail in San Marcos, Texas.

> **Exclusive Facility Space** means that portion of the Facility designed for use by only one of the Parties as shown on the attached and incorporated **Exhibit C**.
>
> **Shared Facility Space** means that portion of the Facility designated for common and general use by any Party as shown on **Exhibit C**.
>
> **General Facility Space** means that portion of the Facility designated for use by, or support of, all users of the Facility as shown on **Exhibit C**.
>
> > **Exhibit C** will be amended to change the location and/or proportion of Exclusive and Shared Facility Space to reflect the changes if a Party enters into a Lease or amends a Lease with Hays County, and it becomes effective when all relevant Parties execute the Lease, or all Parties execute the Lease Amendment, whichever is applicable.

Fiscal year means the fiscal year beginning October 1 and ending September 30 of the following calendar year.

Hays County means Hays County, a political subdivision of the State of Texas.

Hays County Emergency Communications Department means the department responsible for

providing emergency communication and dispatching services for the following agencies; HCSO, Hays County Constable Offices, North Hays Fire Department, Wimberley Fire Department, Wimberley EMS, Buda Police Department, Buda Fire/EMS Department, South Hays Fire Department, and San Marcos Hays County EMS.

HCSO means Hays County Sheriff's Office.

KPD means Kyle Police Department.

LASO means the Local Agency Security Officer. The LASO's responsibilities include:

(i) Identify all users of the approved hardware, software and firmware and ensure no unauthorized individuals or processes have access to the same.
(ii) Identify and document how the equipment is connected to the state system.
(iii) Ensure personnel security screening procedures are followed.
(iv) Ensure the approved and appropriate security measures are in place and functioning as expected.
(v) Support policy compliance and keep state and federal ISO informed of security incidents.

Lease means a lease between Hays County and another Party for the use of space within the Facility.

Preliminary Operating Phase means the timeframe which begins on the first day of operation and ends on September 30, 2022.

Remaining Parties means those Parties to this Agreement who remain committed to this Agreement in the event one or more Parties withdraw. "Parties" is defined on page one of this Agreement.

SMPD/FD means San Marcos Police Department and the San Marcos Fire Department.

Standard Operating Procedures means the procedures that govern the day-to-day management and operation of the CECC Program.

Systems used individually, and in the singular, mean each System, and used collectively and in the plural means all Systems defined immediately below and governed by this Agreement. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

> **Agency Specific System** means a System that is operated by one Party solely for that Party's use, including but not limited to, printers, copiers, computers, telephones, communication devices such as a mobile vehicle radio or portable hand-held radio, equipment installed in agency vehicles, and all other CECC equipment not used by Shared Employees and that does not use Shared Employees to support any portion of the System. Various Agency Specific Systems required by a Party in order for that Party to participate in the CECC Program may be provided by Hays County under the terms of a separate

agreement; however once received by the Party, that equipment shall become owned and maintained by the Party as an Agency Specific System.

CECC System means a System that is operated by one or more of the Parties, including but not limited to dispatch consoles, servers, Computer Aided Dispatch, Records Management Systems (RMS) and other equipment that is used by Shared Employees and/or uses Shared Employees to support that System. All CECC Systems, initially purchased or installed for use by the CECC Program, or purchased, installed, or utilized by the CECC Program at a later time, shall be owned and accounted for by Hays County. Agency Specific Systems are not part of the CECC System. Permissions to modify, and the maintenance of, any CECC Systems that impact individual agencies will be governed by procedures and protocols adopted by the Executive Board and/or the Law Enforcement Management Board.

Regional Trunked Voice Radio System (Radio) means a regional trunked radio system that will provide total inter-departmental communication capability between all agencies utilizing the new network, portable radio coverage throughout Hays County and surrounding areas, adequate capacity to meet long-term needs, survivability during adverse weather conditions, and secure communication with limited unauthorized access to sensitive information.

Computer Aided Dispatch System (CAD) means a regional system to be used by multiple governmental agencies in Hays County for sharing data. CAD Interfaces with 9-1-1 call taking systems and Records Management Systems.

Records Management System (RMS) means an incident reporting system which also allows for management of data relating to warrants, investigation, personnel, fleet, facilities, and other business needs specific to an agency, integrated with the Computer Aided Dispatch System and accessible to law enforcement agencies of other municipal and governmental entities.

9-1-1 System (911) means the three-digit emergency telephone number that provides citizens a direct link to Police, Fire, or Emergency Medical Service personnel. Calls to 9-1-1 are automatically routed to the primary and secondary Public Safety Answering Points (PSAP) and answered by 9-1-l call-takers who may dispatch, transfer, or relay the information. The CECC System may be operated by utilizing individual PSAP's unique to the jurisdiction served by an Agency or a combined, singular PSAP.

TAC means the Terminal Agency Coordinator. The TAC serves as the point-of-contact at the local agency with the Texas Department of Public Safety for matters relating to Criminal Justice Information Services (CJIS), Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC) and Texas Law Enforcement Telecommunications System (TLETS)/International Justice and Public Safety Network (Nlets) information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies. CJIS requires that every local agency designate one

individual to function as the NCIC TAC. The TAC is responsible for ensuring compliance with the TCIC/NCIC policies and procedures at his/her agency.

TXST PD means Texas State University Police department.

4. Purpose. The purpose of this Agreement is to establish an operational and management structure to provide authority to participants for ongoing administration and management of the CECC Program, including establishing an organizational structure and funding process.
The Parties have developed suggested objectives and performance measures, attached as **Exhibit E**. **Exhibit E** can be amended by a majority vote of the Advisory Board, and the new **Exhibit E** will become effective upon the date of the vote to amend **Exhibit E**. The CECC Program will be organized and operated in accordance with all applicable Laws.

5. Executive Board.

5.01 Purpose and Duties. The Executive Board shall:

(i) Annually approve a draft CECC Budget and recommend approval of the Budget to the governing bodies of the Parties.

(ii) With input from the LE Management Board, Advisory Board, and through coordination with each Party's Terminal Agency Coordinator (TAC) and Local Agency Security Officer (LASO), the Executive Board will adopt policies and Standard Operating Procedures for the CECC Program and assist in the resolution of CECC Program issues. The Board will make final decisions regarding the management of CECC Program resources, including the Shared Employees. However, responsibility for the management of the approved security requirements shall remain with the LE Management Board in coordination with each Party's TAC and LASO, and responsibility for the management control of network security shall remain with the LE Management Board in coordination with each Party's TAC and LASO. If there is any conflict between the Standard Operating Procedures and management practices adopted by the Board and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

(iii) Examine the apportionment of CECC Costs between the Parties and recommend any adjustments needed to reflect the beneficial use of the CECC Program by each Party. Multiple cost allocation methods may be used for different types of Costs to ensure equitable financial responsibility for the CECC Program and CECC Systems. The Budget will reflect the cost allocation method(s) adopted by the Executive Board

(iv) Approve a Capital Improvements Plan detailing Capital Costs included in the Budget which may be funded over multiple years.

(v) Operate and manage the CECC Program in accordance with the Executive Board Bylaws.

(vi) Recruit, hire, and supervise the CECC Director. The hiring or termination of the CECC Director requires a unanimous vote of all members of the Executive Board.

5.02 Composition. The Executive Board will be composed of the following eight (8)

members: two members of the Hays County Commissioners Court, the city manager of Kyle (or designee), one member of the Kyle City Council, the city manager of Buda (or designee), one member of the Buda City Council, a representative of Texas State University, and a representative who shall be an appointed commissioner of an Emergency Services District and shall be mutually selected by a majority of the ESDs of Hays County. Five Members of the Executive Board constitutes a quorum to conduct business. The CECC Director will serve as a non-voting, advisory member of the Executive Board.

5.03 Meeting Requirements. The Executive Board shall meet at least quarterly, however special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement. The Executive Board meetings shall be conducted in accordance with the Texas Open Meetings Act, to the extent legally required.

5.04 Terms. All Executive Board members serve at the pleasure of their appointing governing body or agency. The Executive Board's ESD representative shall serve for a term of two (2) years and may not be appointed from the same ESD for two (2) consecutive terms.

5.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the Executive Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

5.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the Executive Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Executive Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. A quorum of the Executive Board is five (5) members. No action may be taken by the Executive Board without a quorum present. Any member may place items on the Executive Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the next meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the quorum present at a meeting is required to authorize any action or determination by the Executive Board, except for those actions specified in this Agreement or the Executive Board Bylaws that require a four-fifths vote of all members of the Executive Board.

5.07 Executive Board Bylaws. The Parties will approve Bylaws which will govern the activities of the Executive Board. The Bylaws may not contain any provision that contradicts this Agreement. The Bylaws and any amendments to the Bylaws must be approved by all Parties.

6. Law Enforcement (LE) Management Board.

6.01 Purpose and Duties. In coordination with each agency's TAC and LASO, manage all Law Enforcement functions of the CECC Systems including the responsibility for the

management of the approved security requirements and control of network security. Through coordination with each TAC and LASO, the LE Management Board shall:

(i) Maintain sole control of all Criminal Justice information functions within the CECC Systems as described in the Criminal Justice Information Services (CJIS) Security Policy.

(ii) Adopt protocols regarding the access, usage, and security of all CECC Systems and data and adopt test strategies for CECC Systems and upgrades including the development of test environments. Develop measures ensuring any Agency Specific System and related data can only be accessed by authorized personnel of the agency which owns or controls the system or other non-agency personnel which has been given formal permission in compliance with CECC Program and/or agency specific policies.

(iii) Manage the approved security requirements with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to Criminal Justice Information (CJI); set and enforce policy governing the operation of computers, circuits, and telecommunications terminals used to process, store, or transmit CJI; and to guarantee the priority service needed by the criminal justice community.

(iv) Manage the control of network security with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to CJI; set and enforce policy governing the operation of circuits and network equipment used to transmit CJI; and to guarantee the priority service as determined by the criminal justice community.

(v) Develop and approve a System Service Level Agreement for the RMS/CAD system with the Hays County Information Technology Department that will provide infrastructure hosting, maintenance and support.

(vi) Assist in execution and enforcement of management control agreements.

6.02 Composition. The LE Management Board will be comprised of seven (7) members, the CECC Director, the Chairman of the CECC Advisory Board, the Hays County Sheriff or designee, the Police Chief of the City of Kyle or designee, the Police Chief of the City of Buda or designee, the Police Chief of the City of San Marcos or designee, and the Police Chief of Texas State University or designee. If the Chairman of the Advisory Board is automatically a member of the LE Management Board due to their role as the Sherriff or designee, or Police Chief or designee, the Advisory Board will select a member for representation on LE Management Board that is not automatically a member of the LE Management Board.

6.03 Meeting Requirements. The LE Management Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

6.04 Terms. All LE Management Board members serve at the pleasure of their appointing governing body or agency.

6.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the LE Management Board. A seated Chairman or Secretary shall continue to hold

office past his or her term until reappointment or until a replacement appointment is made.

6.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the LE Management Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the LE Management Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the LE Management Board without all members, or their designees, present. Any member may place items on the LE Management Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the members, or their designees, present at a meeting is required to authorize any action or determination by the LE Management Board.

7. Advisory Board.

7.01 Purpose and Duties. The Program will be facilitated by an Advisory Board, which shall:

(i) Review and provide input on Standard Operating Procedures related to the operation and maintenance of the CECC Program.
(ii) Review and provide input on protocols regarding access, usage, testing and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
(iii) Make recommendations regarding staffing levels and staffing duties.
(iv) Recommend upgrades to, or replacement of, CECC Systems through the development of a Capital Improvements Plan which shall be approved by the Executive Board.
(v) Organize special temporary or standing committees comprised of members representing; the Parties, the Advisory Board, or any other agency or entity that may facilitate effective operation of the CECC Program or that participates in a CECC System.
(vi) Address conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s). If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary. If the conflict pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Management Board.

7.02 Composition. The Advisory Board will be comprised of fifteen (15) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office
Hays County Constable Offices
Kyle Police Department
Kyle Fire Department
North Hays Fire Department
Wimberley Fire Department
Wimberley EMS
Buda Police Department
Buda Fire/EMS Department
South Hays Fire Department
San Marcos Hays County EMS
Hays County Emergency Services Department
Texas State University Police Department
San Marcos Police Department
San Marcos Fire Department

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

7.03 Meeting Requirements. The Advisory Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

7.04 Terms. The appointing Party will determine the term of each member. All Advisory Board members serve at the pleasure of their appointing agency.

7.05 Chairman, Vice-Chairman, and Secretary. A Chairman, Vice Chairman and Secretary will be elected annually by the Advisory Board. A seated Chairman, Vice Chairman, or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made. The Chairman (or the Chairman's designee) will represent the Advisory Board at meetings of the Executive Board.

7.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the Advisory Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Advisory Board. The Chairman will preside at the meetings and the Vice Chairman will act in the absence of the Chairman. No action may be taken by the Advisory Board without twelve (12) members, or their designees, present. Any member may place items on the Advisory Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least ten (10) members, or their

designees, present at a meeting is required to authorize any action or determination by the Advisory Board.

8. RMS/CAD Committee.

8.01 Purpose and Duties. Facilitate the management and maintenance of the RMS/CAD system and define the respective duties, obligations, and responsibilities of the Parties with respect to the RMS/CAD system. The RMS/CAD Committee shall:

(i) Facilitate the establishment and maintenance of a single, coordinated, integrated RMS/CAD system that enables the Parties to share accurate and timely public safety information, increase operational efficiency via a reduction in data entry, and to facilitate the process of accessing information. Maintenance of such information should not be viewed as relieving any Party of its own particular record keeping requirements under the law.
(ii) Make recommendations regarding the RMS/CAD system to the Advisory Board.
(iii) Identify and address operational and technical issues, including issues which are regional, affect multiple parties, affect CECC System operations; require additional funding; or that would require alteration to existing agency or CECC policies.
(iv) Research and test new products.
(v) Provide recommendations to the Advisory Board, LE Management Board and the Executive Board regarding costs and the allocation of costs within the CECC Budget for the RMS/CAD system.
(vi) Recommend measures, including, but not limited to contracting with external vendors and/or agencies, to provide hosting, operation and maintenance services.

8.02 Composition. The RMS/CAD Committee will be composed of fourteen (14) members, the CECC Director, two members representing the Hays County Sheriff's Office, two members representing the City of Kyle Police Department, two members representing the City of Buda Police Department, two members representing the Texas State University Police Department, two members representing the City of San Marcos Police Department, the Hays County Constable Departments' Advisory Board Representative, a representative of the Hays County Information Technology Department, and the Chairman of the Advisory Board. If the Chairman of the Advisory Board is a Hays County Constable, or an Advisory Board representative of the Hays County Sheriff's Office, City of Kyle Police Department, City of Buda Police Department, City of San Marcos Police Department or Texas State University Police Department, then the Advisory Board shall select a member of the Advisory Board to represent the Board on the RMS/CAD Committee, in lieu of the Chairman of the Advisory board, that is not an Advisory Board representative of those respective agencies.

8.03 Meeting Requirements. The RMS/CAD Committee shall meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

8.04 Terms. All RMS/CAD Committee members serve at the pleasure of their appointing governing body or agency.

8.05 Chairman and Secretary. The CECC Director will act as the Chairman of the RMS/CAD Committee. A Secretary will be elected annually by the RMS/CAD Board. A seated Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

8.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the RMS/CAD Committee. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the RMS/CAD Committee. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the RMS/CAD Committee without at least ten (10) members, or their designees, present. Any member may place items on the RMS/CAD Committee's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least eight (8) members, or their designees, present at a meeting is required to authorize any action or determination by the RMS/CAD Committee.

9. Staffing and Operations.

9.01 CECC Director. The CECC Director shall manage the day-to-day operations of the CECC Program according to the adopted Standard Operating Procedures. The CECC Director is a Shared Employee that reports directly to the Executive Board. The CECC Director shall:

(i) Supervise the Shared Employees and maintain job descriptions for the Shared Employees. The CECC Director will not supervise or direct any Party's Agency Specific Employees or Shared Employees performing emergency call-taking functions.

(ii) Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other CECC Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents.

(iii) Become involved in a Party's Agency Specific Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved. Maintain job descriptions for the Shared Employees.

(iv) When requested, coordinate Executive Board, LE Management Board and Advisory Board meetings.

(v) Maintain minutes of meetings and CECC Program records.

(vi) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.

(vii) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on protocols regarding access, usage, testing, and security of all CECC Systems, Agency Specific Systems, and the management of associated data.

(viii) Provide the first level of administrative dispute resolution.

(ix) Be empowered by the all Parties to this Agreement to make decisions regarding Shared Systems and Shared Employees, and day-to-day operational issues regarding the CECC Program, including making expenditures for budgeted items in accordance with CECC annual Budget.

(x) Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's departments or divisions, these service level agreements will include, but not be limited to, operating service level agreements between other operating agencies, or departments thereof, which must be agreed to by all involved parties.

(xi) Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations.

(xii) Provide quarterly budget reports.

(xiii) Immediately request an Executive Board meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures.

(xiv) Call meetings of the Advisory Board Members to facilitate decision-making about the CECC Program. If conflicts arise between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s), the CECC Director will present the conflict at a meeting of the Advisory Board. If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.

(xv) Coordinate long range planning goals, including the development of a Capital Improvements Plan, with the Advisory Board for approval by the Executive Board.

(xvi) Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit E**.

9.02 PSAP Management Board. The PSAP Management Board will be comprised of the Hays County Emergency Communications Director and the City of Kyle Emergency Communications Manager. As individual representatives of their agencies, the Kyle Emergency Communications Manager and the Hays County Emergency Communications Director will operate within their respective command structures and supervise their Agency Specific Employees in accordance with their agency's policies and procedures; however operational management of the CECC Program which includes the Shared Employees and Emergency Call-takers, will follow the Standard Operating Procedures and management practices adopted by the Executive Board. The PSAP Management Board shall:

(i) Facilitate the effective management of the CECC Program by working with the CECC Director to implement the approved Standard Operating Procedures.

(ii) Make recommendations to the CECC Director on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.

(iii) Make recommendations to the CECC Director on protocols regarding access, usage, testing, and security of all CECC Systems, Agency Specific Systems, and the management of associated data.

(iv) When operating under a combined PSAP model, co-manage the staffing levels and duties of Agency Specific Employees assigned as Emergency Call-takers, however the supervision of these Agency Specific Employees remains within their respective Command Structures. If conflicts arise the PSAP Management Board will present the conflict to the CECC Director. If no consensus can be reached, the matter will be referred to the Advisory Board and scheduled for action at their next Board meeting or a specially called Advisory Board meeting, if necessary.

9.03 Shared Employees. Hays County will provide the Shared Employees to conduct the day-to-day activities for the CECC Program. The Shared Employee job descriptions may be modified by a recommendation of the Advisory Board and approved by a majority vote of the Executive Board, or by an independent majority vote of the Executive Board. The number and types of employees ("FTE") that will constitute the initial Shared Employee staffing required to operate the CECC Program are set out in attached **Exhibit H**, which may be amended annually by approval of the Executive Board to provide for any changes in the numbers and types of FTEs shown in the Budget. The amended **Exhibit H** will be effective upon Budget Approval by each Party. The total costs of the Shared Employees will be included in each Hays County fiscal year budget. Beginning with the fiscal year following completion of the Preliminary Operating Phase, Hays County will be reimbursed for a portion of the cost of the Shared Employees by the other Parties, in accordance with the Budget.

9.04 Operating Procedures. The CECC Director and the PSAP Management Board shall prepare Standard Operating Procedures to govern the day-to-day management and operation of the Facility, CECC Systems and Shared Employees. The CECC Director will submit Standard Operating Procedures to the Advisory Board for review and to the LE Management Board and the Executive Board for approval. The CECC Director, PSAP Management Board, and the Advisory Board will periodically review the Standard Operating Procedures and recommend any reasonably necessary changes for approval. The CECC Director will also monitor implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

10. Budget.

10.01 Annual Operating Budget. The CECC Director shall prepare an annual CECC Program operating budget ("Operating Budget") on a fiscal year basis for review and approval by the Executive Board. The Operating Budget must provide for all Costs associated with operating the Facility and CECC Program.

10.02 Annual Capital Improvements Budget. The CECC Director shall prepare an annual CECC Program capital improvements budget ("Capital Improvements Budget") on a calendar year basis for review and approval by the Executive Board. While a Capital Improvements Budget will be recommended annually, a Capital Improvement Plan may provide for the funding of certain Capital Improvement Costs over multiple years.

10.03 Budget Format and Procedure. The estimated Preliminary Budget (**Exhibit A**) for the fiscal years and any partial fiscal year during the Preliminary Operating Phase and the estimated Budget (**Exhibit B**) for the fiscal years following completion of the Preliminary Operating Phase are expressly approved by the Parties as to form upon execution of this Agreement. The budgets include expected costs as of the effective date of this agreement. Actual budgeted costs will be determined through the budget process for each fiscal year. Each proposed annual Budget must be submitted to the Executive Board by June 1st of each year. Upon at least a four-fifths vote of all members of the Executive Board, the Budget will be recommended for adoption by each Party's respective governing body, as applicable.

10.04 Budget Approval and Expenditures. The Budget is subject to the approval of all Parties. The Budget will be become effective once the governing body of each Party has adopted an annual budget that includes all of that Party's Costs. Each newly adopted Budget will replace **Exhibit B**. After the Budget has been approved and funded by the Parties, Hays County is authorized to incur costs and expenses in accordance with the Budget. Any amendment to the Budget must be approved by a four-fifths vote of all members of the Executive Board. Any costs or expenses to be incurred in excess of the total approved and funded Operating or Capital Budget amount will require additional Budget approval and funding by all Parties.

10.05 Cost Allocation. The Parties will pay for the percentages of costs allocated for the Budget shown on **Exhibit B**, as it may be amended. There may be multiple allocation methods, depending on the nature of the cost. Initially, costs will be allocated by calculating each Party's pro rata percentage of 911 calls and calls for service. During the Preliminary Operating Phase, data will be collected that can be used to amend the cost allocation percentages and/or determine more appropriate criteria that may be used to allocate costs. The initial percentages are calculated in **Exhibit G** and used in the Preliminary Budget, **Exhibit A**, as well as **Exhibit B**. Cost allocation percentages and methods may be amended by a four fifths-vote of all members of the Executive Board in the same manner as **Exhibit B**. Any costs or expenses to be incurred by any Party(ies) in excess of the total approved and funded Operating or Capital Budget amount due to a change in the Cost Allocation percentage or method will require additional Budget approval and funding by the Party(ies).

10.06 Payments. On an annual basis, the Parties will be invoiced equal, quarterly installments for their respective portion of expenditures approved in the Budget. The first quarterly payment will be due on December 31, the second quarterly payment will be due on March 31, the third quarterly payment will be due on June 30, and the final quarterly payment will be due on September 30.

(i) Hays County must provide at least thirty (30) calendar days prior written notice (the "Notice"') of any amounts due from each Party under an invoice for Budgeted Costs to allow the Parties sufficient time to approve any disbursement of funds, as required by law.

(ii) Each Party must approve, or dispute, payment of invoices within ten (10) business days after receipt of the invoice and provide written notice of any dispute to Hays County.

(iii) All invoices shall be paid in accordance with the Prompt Payment Provisions of Texas Government Code 2251.

(iv) For purposes of this **Section 10.06**, the Parties Designated Representative for receiving the invoices, statements, and reports and demanding interest earnings are as follows:

Hays County:	Hays County Judge 111 E. San Antonio St. Suite 300 San Marcos, Texas 78666
The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
The City of Buda:	City Manager 405 E. loop St. Building 100 Buda, Texas 78610
Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666

Unless a different address is listed here, notices will be sent to the address listed in **Section 20.06**.

10.07 Funding. The Parties specifically acknowledge that funding for each Party's share of the CECC Budget been duly approved through that Party's annual budgeting process, is current revenue available to each funding Party, and has been approved by its governing body for the specific purpose of transfer to Hays County for expenditure in accordance with the CECC Budget and Hays County's purchasing requirements. The Parties further acknowledge that they may have their own annual "Agency Specific Costs" that are separate and in addition to the CECC Budget Costs and that the annual budget that each Party's governing body adopts will specifically include that Party's Agency Specific Costs, with sufficient additional appropriations over its allocated portion of the CECC Budget to cover those Agency Specific Costs in its annual budget.

10.08 Loss of Funding. Performance by Texas State University under the Agreement

may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas State University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Texas State University will issue written notice to the Parties and Texas State University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Texas State University.

10.09 Failure to Fund. If any Party authorizes funding at less than their allocated amount recommended by the Executive Board, at the sole discretion of the other Parties by majority vote, the CECC Budget either will be adjusted accordingly or the other Parties may agree to pay the unfunded portion. Action on a Budget adjustment or a Party's(ies') agreement to pay more must be taken within thirty (30) days after any Party's governing body adopts or otherwise authorizes expenditures for less than that Party is allocated for a future budget, or that year's CECC Budget is automatically reduced by the unfunded allocation. If the CECC Budget is automatically reduced, the Parties must promptly revise **Exhibit B** to reflect the new Budget amount, unless the Partial Funding is resolved under **Section 10.10** below.

10.10 Partial Funding. If any Party authorizes funding at less than the amount recommended for that Party by the Executive Board, or if any Party fails to fully fund its Agency Specific Costs. (herein called the "Underfunding Party") the other Parties may take one of the following actions:

(i) Amend the CECC Budget and then reduce CECC System services, Board representation, and voting rights to the Underfunding Party with such reductions to be consistent with the Underfunding Party's continued participation in CECC Systems, if any,

(ii) Reduce the CECC Budget by the amount underfunded by reducing Costs, in the following priority: nonessential services co the Underfunding Party, other services deemed non-essential by the other Parties, and, only if reasonably necessary, essential services to the Underfunding Party,

(iii) Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget allocation and the amount of funding provided by the Underfunding Party ("Assessment"). Each Party agrees that its future right to participate in the CECC Program is dependent upon fully funding its share of the Budget and its Agency Specific Program Costs.

(iv) Amend the CECC Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the CECC Program and CECC Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential CECC Program services with a proportionate increase in Advisory Board representation for the Parties commensurate with the additional funding provided, or

(v) Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a Party, if the level of funding is deemed substantially a failure to fund by the other Parties.

11. Systems Operation. The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other CECC Systems. Each Party will be responsible for the operation of any System that is funded as a part of its Agency Specific Costs. Operation of the CECC Systems shall be governed by the Standard Operating Procedures and protocols adopted by the Executive Board and the Law Enforcement Management Board. Each Party shall have primary authority over all its respective Agency Specific Employees and their duties and Agency Specific Systems, if any.

12. Contracting Authority. The Parties specifically agree that Hays County will have the authority to contract for CECC items that have been approved in the annual CECC Budget, so long as the payments are made from available funds, using Hays County's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines. The parties also agree that with unanimous approval by the Executive Board, Hays County will have the authority to contract with the City of San Marcos, on behalf of the Parties, for use of the CECC CAD/RMS systems by SMPD/FD. If this authority is granted to Hays County by the Executive Board, the Executive Board must also unanimously approve the Interlocal Agreement and any potential amendments to the Interlocal Agreement between Hays County and the City of San Marcos.

13. Accounting Records. Hays County will maintain accounting records in accordance with generally accepted accounting standards, including compliance with federal guidelines for spending federal funds or bond proceeds. Such records will be open to inspection by the Parties during reasonable business hours and will be retained for at least six (6) years. Upon three (3) days written notice, any Party may audit the records in the Facility.

14. State Auditor's Office. The Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. The Parties shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the information as requested. A Party's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize Texas State University and the State of Texas to assess immediately appropriate damages for such failure. The Parties acknowledge and understand that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Parties shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the CECC and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

15. Federal Funds and Bond Funds. If a Party utilizes Federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the CECC Program expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Further,

the Parties agree to cooperate with each other in the application for and administration of Federal funds, grants funds, or bond funds in order to maximize funding participation in the operation and maintenance of the CECC Program. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the CECC Program.

16. Amendment to Agreement. This Agreement may be amended only by a unanimous vote of the Parties. Any proposed amendment shall be directed to the Executive Board. The Board shall review the proposed amendment and provide its recommendation for consideration by the governing body of each Party. The Parties agree to meet at least once during calendar year 2021 to discuss any modifications to the Agreement that might be needed to refine or clarify the CECC Program.

17. Additional Parties to the Agreement. Entities which are not a Party to this agreement may become a Party only by amendment to this Agreement as defined in **Section 16** subject to the following terms and conditions:

(i) A new party may be assigned an assessment, determined by a formula approved by the Executive Board. Any Parties incurring Capital Costs for a System shall determine the capital portion of a fee to be assessed to the new Party for any System assets and associated debt. Payment of the assessment shall be made to the Parties which previously incurred Capital Costs for those System assets in proportion to the costs paid.

(ii) The effective date of an amendment to this Agreement for additional Parties shall occur on the first day of a fiscal year.

(iii) Any additional Party shall be entitled to all rights and obligations of the Parties hereto and all Parties shall agree to, by amendment of this Agreement, reapportion any board(s) defined in this Agreement to accommodate the additional Party.

18. Termination

18.01 Voluntary Termination. This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-Hays County Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement ("Terminating Party") during the Preliminary Operating Phase, by giving six (6) months written notice prior to the conclusion of the Preliminary Operating Phase, or any time following the completion of the Preliminary Operating Phase, by giving twelve (12) months written notice to the Remaining Parties. The termination becomes effective on the first day after the notice period ends ("Effective Termination Date'"). Such Terminating Party must continue to fund its portion of the Budget up to its Effective Termination Date and, if it does so, the Terminating Party may continue to participate in the CECC Program and CECC Systems until the Terminating Party's Effective Termination Date. However, failure of the Terminating Party to allocate and provide funding for its portion of the Budget immediately terminates their ability to continue to participate in the CECC Program and CECC Systems until the Effective Termination Date. The portion of the Budget allocated to a Terminating Party after receipt of the notice of termination may be reduced by agreement of the Remaining Parties.

18.02 Termination for Cause. The Parties may terminate the participation of any other Party for cause, including a Party's failure to fully fund or failure to pay for Budgeted Costs, after a unanimous vote of the non-defaulting Parties by delivery of a written notice of default which specifies the default under the material provisions of this Agreement and indicates that the default must be cured within thirty (30) days or the Party's interest in this Agreement will automatically terminate. Provided, however, that in the event the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended as long as the defaulting Party continues to diligently prosecute such a cure to completion. Notwithstanding the immediately preceding sentence, an Assessment under **Section 10.10** (iii) can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

18.03 Rights of Remaining Parties. Once the undepreciated value of the CECC Systems in which a Terminating Party participated ("System Value") is determined, the Remaining Parties will consider alternatives, including but not limited to one of the following:

(i) Finding another governmental entity to assume the System Value,
(ii) Dividing the System Value proportionally among the Remaining Parties,
(iii) Allowing one Remaining Party to assume the System Value,
(iv) Allowing the Terminating Party to retain its System Value with the stipulation that use of the System(s) will not be made available to that Party, unless and until the Party agrees to pay its Assessment as set out in Section above, or
(v) The Remaining Parties will provide for any payment for System Value to the Terminating Party by amendment to this Agreement.

18.04 Duties of Remaining Parties. Any Remaining Party that assumes all or part of the System Value of a Terminating Party assumes all duties and obligations related to that right. The Remaining Parties must agree on a new allocation of costs and Budget.

18.05 Voting to Exercise Rights under Section 15.04. The decision to exercise rights granted by **Section 18.03** above by the Remaining Parties will be made by the Parties. However, the Terminating Party, and all votes allocated to the Terminating Party will be excluded in determining the votes needed for the Remaining Parties to make a decision.

18.06 Effect of Termination on Remaining Parties. A termination by a Party will have no effect on a Remaining Party's right to participate in the System Value, CECC Program, Facility, or any CECC System other than the specific rights and duties set out in this section, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

18.07 Rights of the Parties upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, the non-Hays County Parties shall vacate the CECC. Within thirty (30) days after termination or expiration of this Agreement, the non-Hays County Parties shall remove their separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-

structural damage to the Facility. Any non-structural damage must be repaired within fifteen (15) business days to the reasonable satisfaction of Hays County. The foregoing rights and remedies given to Hays County are, and will be deemed to be, cumulative of any other rights of Hays County under law. The exercise of any right may not be deemed to be an election of rights. Provided, however, the Parties may then elect to continue this Agreement by mutual agreement of the Parties.

19. Dispute Resolution Process. All Parties are encouraged to work together to resolve all disputes prior to involving the Dispute Resolution Process. If all Parties agree in writing, a dispute may be withdrawn at any time during the Dispute Resolution process. The Parties recognize that Dispute Resolution involving the University must satisfy the requirements of Chapter 2260 of the Texas Government Code.

19.01 Timeframes.

(i) Initial Dispute Hearing. Any Party must first bring an issue or dispute to the CECC Director for review and recommendation by delivery of a written notice. Within ten (10) business days after the CECC Communications Director receives the notice, he or she must schedule a meeting with the Party submitting the notice and any other appropriate Party or third party. The CECC Director must provide written notice of their decision to all applicable Parties within five (5) business days after the meeting. If there is a dispute with the CECC Director, the notice must be given to the Chairman of the Executive Board and the Executive Board will hear the matter and provide a written notice of their decision to all applicable Parties within five (5) business days after the meeting.

(ii) Initial Appeal. A Party wishing to appeal the decision of the CECC Director, as described above, must make written notice of appeal within five (5) business days after receipt of the CECC Director's written decision. The appeal will be addressed to the Chairman of the Advisory Board. The Chairman must schedule a meeting of the Advisory Board within fifteen (15) business days of receipt of the notice and provide a written recommendation to the appropriate Parties within five (5) business days after the hearing. Any appeal of the recommendation of the Advisory Board will be to the Executive Board.

(iii) Appeal to Executive Board. Any appeal from the decision of the Advisory Board must be made by delivery of written notice of appeal to the Chairman of the Executive Board within ten (10) business days after receipt of the Advisory Board's decision. If the dispute pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Board. The Executive Board or LE Management Board may meet to hear the appeal or may elect to send the appeal to mediation. The Executive Board or the LE Board will either schedule a hearing or send the appeal to mediation within twenty-five (25) business days of receipt of the notice of the appeal. Any appeal from the Executive Board's recommendation or the LE Board's recommendation will be to a mediator as described below.

(iv) Mediation. If Mediation shall be the method to finalize the administrative appeal process, the Parties participating in mediation will endeavor to agree on the choice of a mediator within five (5) days of the delivery of any notice of appeal or of the Executive Board's recommendation of mediation. If the Parties cannot

agree on the choice of a mediator, each participating Party will choose the name of a qualified mediator. Within five (5) days after the participating Parties choose their mediators, those mediators will choose another mediator to hear the appeal. The mediator chosen must schedule mediation within twenty (20) business days after being chosen, unless the Parties to the mediation agree to a different time schedule. The mediator must provide notice of the date, time, and location of the mediation to the CECC Director who must be allowed to attend or send a designee. However, if the subject matter of the mediation is a dispute with a member of the CECC Director, neither the CECC Director nor a designee may attend. The CECC Director or their designee may otherwise participate in the mediation and will be allowed to attend all joint sessions. This provision shall not be construed as restricting recourse of Texas governmental entities to the Courts.

20. Miscellaneous.

20.01 Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of The State of Texas and/or its charter. Each Party agrees that the compensation to be made to the other Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing Party for the services or functions each provides hereunder, and are made from current revenues available to the paying Party.

20.02 No Assumption of Liability. No Party assumes the liability for the System(s) under the control of any other Party or for the actions of employees of any other Party. No Party will be responsible for the acts or omissions of any other Party regarding the use, installation, operation, maintenance or updating of any of the Systems or Equipment located within the CECC.

20.03 Immunity as a Defense. No signatory Party has agreed to waive any defense, right, immunity (including Sovereign and/or Official Immunity), or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the Program, except as otherwise required by law. Each party retains its immunities to the extent permitted by Texas law.

20.04 Relationship of Parties. The parties acknowledge that they are not an agent, servant, or employee of any other Party, and that each Party is responsible for its own acts and deeds and for those of its agents or employees. The Parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the responsible Party agrees to pay any liability adjudicated against another Party for acts and deed of the responsible Party, its employees or agents.

20.05 Retention of Defenses. The Parties agree that neither this Agreement nor the

operation or use of the CECC by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

20.06 Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following respective addresses:

Hays County:	Hays County Judge 111 E. San Antonio St. Suite 300 San Marcos, Texas 78666 Hays County General Counsel 111 E. San Antonio St. Suite 202 San Marcos, Texas 78666
The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
The City of Buda:	City Manager 405 E. Loop St. Building 100 Buda, Texas 78610
Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666

All notices so given must be deemed given on the date so delivered or so deposited in the mail. All Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above. In **Section 10.06** above, each Party's representative may be different than the person listed above, but the address will be the same unless otherwise noted.

20.07 Assignment. This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof is void and has no effect without the express consent in writing of the other Parties.

20.08 Entire Agreement. The entire agreement between the Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.

20.09 Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

20.10 Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

20.11 Non-waiver. Failure of a Party to exercise any right of remedy for a breach or default of any other Party does not waive such right or remedy in the event of a subsequent breach or default.

20.12 Authority of Signatories. Each Party represents co all the other Parties that the representative signing this Agreement on any Party's behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

20.13 Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate co carry out the intent and purposes of this Agreement.

20.14 Nondiscrimination. In their execution of this Agreement the Parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

20.15 In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:

(1) Whether the provision appears on the face of the Agreement or Contract; or
(2) Whether the Agreement or Contract includes any provision to the contrary.

20.16 Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit A - Estimated Preliminary Operating Budget
Exhibit B - Estimated Budget
Exhibit C - Facility Space Allocation
Exhibit D - Initial CAD/RMS Costs
Exhibit E - Suggested Objectives and Performance Measures
Exhibit F - List of each Party's Designated Members to the Advisory Board
Exhibit G - Cost Allocation
Exhibit H - Required Program FTE Staffing

Signature page follows

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties as follows:

HAYS COUNTY

May 10, 2022
Date

By: _____
Ruben Becerra
County Judge

Attest: Roxanne Rodriguez, Deputy
Elaine Cardenas
County Clerk

CITY OF KYLE

_____
Date

By: _____
Scott Sellers
City Manager

Attest: _____
Jennifer Holm
City Secretary

CITY OF BUDA

_____
Date

By: _____
Name: _____
City Manager

Attest: _____
Alicia Ramirez
City Secretary

TEXAS STATE UNIVERSITY

_____
Date

By: _____
Eric Algoe
V.P. for Finance and Support Services

Attest: _____
Name: _____
Title: _____

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties as follows:

HAYS COUNTY

_____
Date

By: _____
Ruben Becerra
County Judge

Attest: _____
Elaine Cardenas
County Clerk

CITY OF KYLE

_____
Date

By: _____
Scott Sellers
City Manager

Attest: _____
Jennifer Holm
City Secretary

CITY OF BUDA

May 17, 2022
Date

By: _____
Micah Grau
Interim City Manager

Attest: _____
Alicia Ramirez
City Clerk

CITY OF BUDA TEXAS HAYS COUNTY

TEXAS STATE UNIVERSITY

_____
Date

By: _____
Eric Algoe
V.P. for Finance and Support Services

Attest: _____
Name: _____
Title: _____

Exhibit B – Copy of the Letter Amendment and Restated Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center Dated October 15, 2025.

LETTER AMENDMENT TO: AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER

STATE OF TEXAS §
COUNTY OF HAYS §

The purpose of this letter amendment (the "Amendment") is to update the Amended and Restated Interlocal Agreement (the "Agreement") attached as **Exhibit A**. Said update is primarily to include the City of Uhland and their newly formed Uhland Police Department to the Agreement. The Amendment also includes the San Marcos Police Department. The Amendment will describe / list the sections of the Agreement that are being modified:

Opening Paragraph of the Agreement. The opening paragraph of the Agreement shall be superseded and replaced in its entirety with the following:

> This Amended and Restated Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas ("County"), the City of Kyle, Texas ("Kyle"), a home rule city of the State of Texas, the City of Buda, Texas ("Buda"), a home rule city of the State of Texas, Texas State University, a public institution of higher education and an agency of the State of Texas, ("University"), the City of Uhland, Texas ("Uhland"), a general law municipality of the State of Texas, and the City of San Marcos ("San Marcos"), a home rule city of the State of Texas. The above-named parties are sometimes collectively referred to as the "Parties" or individually referred to as the "Party". Each Party is acting through its respective duly authorized officers or employees. The Parties executed the original Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center on or about October 18, 2017. The Parties executed an Amendment to the Original Agreement on or about December 15, 2020. The Parties now wish to amend and restate that Agreement.

3. Definitions. Section three of the Agreement shall be amended to include a definition for UPD, and add the bracket section to Hays County Emergency Communications Department, but otherwise not alter said section:

> **Hays County Emergency Communications Department** means the department responsible for providing emergency communication and dispatching services for the following agencies; HCSO, Hays County Constable Offices, North Hays Fire Department, Wimberley Fire Department, Wimberley EMS, Buda Police Department, Buda Fire/EMS Department, South Hays Fire Department, [Uhland Police Department,] and San Marcos Hays County EMS.

UPD means Uhland Police Department.

5.02 Executive Board – Composition. Section 5.02 of the Agreement shall be superseded and replaced in its entirety with the following:

> **5.02 Composition.** The Executive Board will be composed of the following ten (10) members: two members of the Hays County Commissioners Court, the city manager of Kyle (or designee), one member of the Kyle City Council, the city manager of Buda (or designee), one member of the Buda City Council, the city manager of San Marcos (or designee), the city manager of Uhland (or designee), a representative of Texas State University, and a representative who shall be an appointed commissioner of an Emergency Services District and shall be mutually selected by a majority of the ESDs of Hays County. Five Members of the Executive Board constitutes a quorum to conduct business. The CECC Director will serve as a non-voting, advisory member of the Executive Board.

6.02 Law Enforcement (LE) Management Board – Composition. Section 6.02 of the Agreement shall be superseded and replaced in its entirety with the following:

> **6.02 Composition.** The LE Management Board will be comprised of eight (8) members, the CECC Director, the Chairman of the CECC Advisory Board, the Hays County Sheriff or designee, the Police Chief of the City of Kyle or designee, the Police Chief of the City of Buda or designee, the Police Chief of the City of San Marcos or designee, the Police Chief of Uhland or designee, and the Police Chief of Texas State University or designee. If the Chairman of the Advisory Board is automatically a member of the LE Management Board due to their role as the Sheriff or designee, or Police Chief or designee, the Advisory Board will select a member for representation on LE Management Board that is not automatically a member of the LE Management Board.

7.02 Advisory Board – Composition. Section 7.02 of the Agreement shall be superseded and replaced in its entirety with the following:

> **7.02 Composition.** The Advisory Board will be comprised of sixteen (16) members, who will be executive-level management representing each of the following agencies:
>
> Hays County Sheriff's Office
> Hays County Constable Offices
> Kyle Police Department
> Kyle Fire Department
> North Hays Fire Department
> Wimberley Fire Department
> Wimberley EMS
> Buda Police Department
> Buda Fire/EMS Department

South Hays Fire Department
San Marcos Hays County EMS
Hays County Emergency Services Department
Texas State University Police Department
San Marcos Police Department
San Marcos Fire Department
North Hays EMS
Uhland Police Department

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

10.06(iv) Budget – Payments. Section 10.06(iv) shall be amended to add the following designated representatives for Uhland and San Marcos, but otherwise not alter said section:

The City of Uhland	City of Uhland Attn: Lacee Duke (or successor) 15 N. Old Spanish Trail Uhland, Texas 78640
The City of San Marcos	City of San Marcos Attn: Stephanie Reyes (or successor) 630 E. Hopkins Street San Marcos, Texas 78666

20.06 Miscellaneous – Notices. Section 20.06 shall be amended to add the following addresses for the purpose of notices for Uhland and San Marcos, but otherwise not alter said section:

The City of Uhland	City of Uhland Attn: Lacee Duke (or successor) 15 N. Old Spanish Trail Uhland, Texas 78640
The City of San Marcos	City of San Marcos Attn: Stephanie Reyes (or successor) 630 E. Hopkins Street San Marcos, Texas 78666

[Intentionally left blank. Signature pages to follow]

Hays County

_____
Date

By: _____
Ruben Becerra
County Judge

Attest: _____
Elaine Cardenas
County Clerk

City of Kyle

_____
Date

By: _____
Name: _____
City Manager

Attest: _____
Name: _____
City Clerk

City of Buda

_____
Date

By: _____
Name: _____
City Manager

Attest: _____
Name: _____
City Clerk

City of Uhland

_____
Date

By: _____
Name: _____
City Manager

Attest: _____
Name: _____
City Clerk

City of San Marcos

_____
Date

By: _____
Name: _____
City Manager

Attest: _____
Name: _____
City Clerk

Texas State University

_____
Date

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Exhibit A – Copy of the Amended and Restated Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center.

AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Michael Berlad

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Agreement (ILA) between Hays County and the City of Wimberley regarding floodplain administration and environmental health services, effective through September 30, 2027. **HAMMER/BERLAD**

Summary:

The City of Wimberley has continuously requested the County's assistance in administering several programs, including but not limited to, advising on flood mitigation/protection, food establishment, and mosquito surveillance. Services provided within each program may include, advising, review, inspection, enforcement, or permitting within the incorporated limits. This agreement is a renewal of the previous year's service agreement. Hays County will be administering and enforcing its regulations within the city. The agreement as drafted, outlines a cost of $5,000.00 per month to be paid to the County for services rendered.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-657-00.4301

Budget Office:

Source of Funds: City of Wimberley
Budget Amendment Required Y/N?: No
Comments: Revenue budgeted through the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues
New Revenue Y/N?: N/A
Comments:

Attachments

Wimberley ILA - Environmental Health Services

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF WIMBERLEY, TEXAS REGARDING FLOODPLAIN ADMINISTRATION AND ENVIRONMENTAL HEALTH SERVICES

This Interlocal Agreement (the "'ILA") regarding Floodplain Administration and Environmental Health Services is made on the last date entered below between the City of Wimberley, a Texas general law municipality (the "City"), and the County of Hays, a political subdivision of the State of Texas (the "County"), collectively referred to hereinafter as "the Parties." This ILA is for floodplain administration, environmental services for, and health inspection services for the area within the boundaries of the City.

WHEREAS, the City desires to comply with the National Flood Insurance Program within the boundaries of the City; and

WHEREAS, the City desires the County to administer the Flood Damage Prevention Regulations for the area within the boundaries of the City; and

WHEREAS, the City has adopted Flood Damage Prevention Regulations, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, the City desires to comply with the Texas Health and Safety Code for Retail Food Establishment Regulations within the boundaries of the City; and

WHEREAS, the City has rescinded its Food Establishment Regulations, and desires to use and enforce County regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires that Hays County administer Environmental Health Services for the area within the boundaries of the City; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE the County and City mutually agree as follows:

I.
PURPOSE

1.01 General. This Agreement will outline the services rendered by the County for review, inspections, and enforcement of Regulations adopted by the City and County. The City grants authority to the County to provide the application process, review, inspections, and enforcement of this Agreement under the Regulations adopted.

II.
CITY OBLIGATIONS

2.01 City Obligations. The City shall review its Flood Damage Prevention Regulations from time to time and may update such Regulations. The City shall take any and all actions necessary to remain in compliance with Federal, State, and local Regulations during the entire term of this Agreement. As consideration for performance of this Agreement by the county, the City agrees to pay a monthly flat fee in the amount of Five Thousand Dollars ($5,000.00 USD) and shall be paid directly to Hays County for services rendered. All such funds shall be retained to pay for services rendered by the County and the City shall not be obligated to pay any additional funds for the services rendered under this Agreement.

III.
COUNTY OBLIGATIONS

3.01 County Obligations. The parties agree the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County in its discretion sees fit.

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the County, except as herein provided. The parties agree that the County shall be acting as an independent contractor for the City in performing services contemplated by this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgements, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the City.

The County will perform all duties of Floodplain Administrator as provided in said Regulations and provide to the City reviews, inspections, and enforcement. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations, including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect, permit, and enforce its Food Establishment Regulations. The County will accept application(s), supporting document(s) and collect all fees. The County shall perform health inspections for daycare facilities and foster care facilities as requested by the owner of the facility. The County, upon request of an inspection shall inspect a school cafeteria which is run by an Independent School District (ISD) and requires two (2) inspections per year. The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations.

The County shall conduct it's Mosquito Surveillance Program within the boundaries of the city. The program consists of collecting mosquitos, transporting mosquitos to the Texas Department of State Health Services laboratory, and documenting/reporting findings. The City allows the County to enter and place mosquito traps on property in which the city owns.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach, or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency, or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms, including without limitation the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party s breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project, or upon final reimbursement of costs by the City, whichever is later. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice. The Agreement will have no force or effect until duly executed by all parties. This Agreement shall expire on September 30th, 2027. A renewal of this Agreement or extension may be granted if notification is given in writing to both parties at a minimum of thirty (30) days prior to the expiration.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If the City fails to make reimbursement payments under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, the City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, the City may, in addition to any other remedy at law or equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit A.

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if: (i) forwarded to a Party by hand-delivery;

(ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:	City of Wimberley 221 Stillwater Wimberley, TX 78676 512-847-0025
COUNTY:	Hays County Department of Development Services 2171 Yarrington Road Kyle, TX 78640 512-393-2150
WITH COPY TO:	Hays County Criminal District Attorney's Office Downtown Office 111 E. San Antonio St. #202 San Marcos, TX 78666

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS THEREOF, the Parties have each executed this Agreement, this the _____ day of _____, 2026 ("Effective Date").

HAYS COUNTY

BY: _____
Ruben Becerra, Hays County Judge

DATE: _____

ATTEST: _____
Elaine H. Cardenas, County Clerk

CITY OF WIMBERLEY

BY: _____
Jim Chiles, City of Wimberley Mayor

DATE: Sept. 17. 2026

ATTEST: _____
Tammy Heller, City of Wimberley City Secretary

AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Gonzales

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action authorizing the execution of a new Interlocal Agreement between Hays County and the City of San Marcos for the provision of animal shelter services for FY2027. **INGALSBE/HIPOLITO/GONZALES**

Summary:

The new Interlocal Agreement (ILA) was negotiated with the City of San Marcos to allow animal shelter services to continue between the County and City during the transition to an alternative sheltering solution. This ILA will end on September 30, 2027.

Fiscal Impact:

Amount Requested: $1,340,877.15
Line Item Number: 001-618-04.5448

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: City of San Marcos animal shelter services were budgeted during the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Draft ILA - CoSM Animal Shelter FY 2027
Exhibit I - SMRAS SOP
Exhibit II - Animal Intake Procedure
Exhibit III - After Hours Intake Form
Exhibit IV - Authorization for Third Party Release
Exhibit V - Owner Surrender Form
Exhibit VI - Quarantine
Exhibit VII - Shelter Costs

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN MARCOS AND HAYS COUNTY
FOR THE PROVISION OF ANIMAL SHELTER SERVICES

The City of San Marcos ("San Marcos") and Hays County ("Hays County"), hereinafter referred to as the “Parties,” enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, for the provision of animal shelter services through the City of San Marcos Animal Shelter (the "Shelter"). This Agreement is effective upon the approval of the governing bodies of each entity and execution by their authorized representatives.

The mission of the San Marcos Animal Services Division, in collaboration with its community partners and animal advocate groups, is to care for, protect, and find quality homes for abandoned and neglected animals, aid in the reduction of pet overpopulation, and provide community education for the mutual benefit of animals and people. **The San Marcos Animal Services Division will operate and maintain a regional animal shelter only until the end of this agreement period.**

SECTION 1. SCOPE OF SERVICES

A. The City of San Marcos agrees to:

1. Designate the Assistant City Manager over Animal Services as the San Marcos representative in all matters related to this Agreement;
2. Maintain the Shelter as a State approved rabies quarantine facility;
3. Receive and shelter non-livestock animals delivered from Hays County, only after Hays County has attempted shelter diversion practices referenced in Exhibit VIII. The Shelter does not accommodate livestock;
4. San Marcos will not provide animal control services to Hays County.
5. Provide to Hays County a current copy of the Shelter’s Standard Operating Procedures (Exhibit I), as amended from time to time;
6. Affirm Hays County's appointment of a representative to the San Marcos Animal Shelter Advisory Committee;
7. Hold animals received by Hays County in accordance with San Marcos ordinances and regulations, as amended, regarding animal control and sheltering services. Once the applicable hold period has expired, animals received from Hays County become the property of San Marcos. The Shelter will accept animals from Hays County during the following hours: 8:00 a.m. until 5:30 p.m., Monday through Friday and from 12:00 p.m. until

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4:30 p.m. on Saturdays. Hays County will not have access to the Shelter after regular business hours, but will have access to the sallyport area and cages for drop off. In addition, San Marcos will assess and retain fees for the reclamation of any animal accepted from Hays County and impounded by the Shelter;

Provide access to web-based shelter software and San Marcos sponsored internal training opportunities to the Hays County Animal Control Officer(s) and Health Department Animal Welfare Services Staff (costs for outside training opportunities are not included in this Agreement).

8. Share information generated through routine intake and operational activities as requested. This may include basic animal identification, intake source and condition, medical and behavioral assessments, housing notes, and outcome data necessary for tracking, reporting, and service coordination.

B. Hays County agrees to:

1. Designate a representative as the County's representative in all matters related to this Agreement;
2. Appoint a representative to the San Marcos' Animal Shelter Advisory Committee;
3. Pay San Marcos for the provision of animal shelter services in accordance with Exhibit VII. Costs payable to San Marcos include all expenses as outlined in Exhibit VII. This amount does not cover extraordinary animal services such as a case of animal cruelty involving two or more animals. Hays County will be required to cost-share, with San Marcos on a case by case basis, the expenses of any such animal-related case;
4. Fully comply with the policies and guidelines of the Shelter as they now exist and as they may be amended from time to time as well as any State law or agency rule governing the treatment of animals. Any noncompliance with the Shelter's Standard Operating Procedures (Exhibit I) may result in corrective action being requested and up to termination of this agreement;
5. Within 7 days of execution of this Agreement, Hays County will provide all Standard Operating Procedures (SOP's), general orders or other

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policies/guidelines governing Hays County animal control activities to the Assistant City Manager overseeing Animal Services.

6. Hays County Animal Control Officers will be responsible for completing full intake procedures (Exhibit II) for all impounded animals, including, but not limited to; entering the animal into the Shelter's database, providing intake vaccines and intake preventatives, uploading a clear photograph of each impounded animal into the Shelter's database, uploading any relevant documents and/or forms to the animal in the Shelter's database, placing the animal into a cage/kennel, affixing a kennel card top each impounded animal's cage/kennel, properly aging and sexing the animal, notifying vet services of any known injuries or illness for impounded animals, creating memos in the Shelter's database to inform staff of attempts to locate possible owners, owner contact information (if known), bite histories/circumstances, any behavior or aggression behaviors noticed, and any other pertinent information necessary for Shelter staff to know about. SMRAS will provide assistance when available;
7. For after-hours drop offs, Hays County will be responsible for completing all steps outlined in section B(6), with the exception of printing the kennel card. After hours drop-offs may be kenneled in the cage banks in the sallyport area. The Animal Control Officer must complete all steps of the intake process and fill out an after-hours intake form (Exhibit III) and affix it to the cage in sallyport.
8. Hays County will not drop off injured animals at the SMRAS after hours.
9. For safekeeping drop-offs (owner arrested or incapacitated) Hays County will provide all details in a memo, including, but not limited to; the circumstances / reason for the impoundment, all known owner contact information (name, home address, phone number(s), email address), next of kin if known, location (hospital or jail) of owner if known. In addition, Hays County will document any contact with the known owner, such as whether or not the owner has been advised that their animal is at the Shelter. When possible, Hays County will have the owner fill out and sign the Authorization for Third Party Release Form (Exhibit IV).
10. Hays County Animal Control Officers will be responsible for making all reasonable attempts to locate an impounded animal's owner and return the animal to the owner prior to bringing it to the Shelter. This includes,

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but is not limited to; scanning for microchips, checking for tags, contacting known owners before bringing the animal in, and, for owners living within the Hays County jurisdictional lines, visiting the owner's last known residence to try and make contact. If an owner cannot be contacted in the field, the Animal Control Officer who brings the animal to the Shelter will document all attempts made, as well as any known contact information for the owner in a memo in the Shelter's database;

11. If local volunteer groups are not available, Hays County will be responsible to return all cats for which Hays County Animal Control Officers have delivered to the Shelter and that have been designated by the Shelter as community cats that are eligible for Trap, Neuter and Return (TNR) back to their trapped/impoundment location within Hays County's jurisdiction after spay/neuter surgery and recovery is completed;
12. Hays County Animal Control Officers will be required to carry intake diversion handouts and resource materials and provide information on these services to all citizens who wish to surrender a pet to the Shelter as an alternative to shelter surrender provided by the shelter;
13. The Hays County Sheriff's Office will maintain Standard Operating Procedures (SOP's), general orders, or policies allowing Home Quarantine for animal bites, when allowed by State Law. Animal Control Officers will submit a completed Bite Quarantine form (Exhibit VI) for every bite quarantine drop-off.
14. Hays County Animal Control Officers will carry the Shelter's Owner Surrender Form (Exhibit V) in their vehicles and will upload a signed and completed owner surrender form into the Shelter's database before dropping off a surrendered animal. The Shelter will not accept any owner surrendered animals from Hays County without a signed and completed owner surrender form.

SECTION 2. TERM

The term of this Agreement will commence upon approval of both the City of San Marcos City Council and the Hays County Commissioners Court and execution by their representatives. **This Agreement will terminate on September 30, 2027 and there will be no further extensions to the Agreement**. **Additionally, no early termination will**

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be allowed; all amounts due will be paid to San Marcos even if Hays County does not use the shelter the entire term.

SECTION 3. INDEMNIFICATION

To the extent allowed under applicable law, Hays County agrees to hold harmless, indemnify and defend San Marcos and its employees, agents, officers, and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of Hays County, its officers, employees or agents with respect to the pick-up and delivery of animals to the Shelter.

Respectively, to the extent allowed under applicable law, San Marcos agrees to hold harmless, indemnify and defend Hays County and their employees, agents, officers and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of San Marcos, its officers, employees or agents with respect to the care and disposition of any animal delivered by Hays County to San Marcos for care in the Shelter.

SECTION 4. MISCELLANEOUS PROVISIONS

A. Interlocal Cooperation: San Marcos and Hays County agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

B. Funding: Anticipated costs under this Agreement (Exhibit VII) will be paid to the City of San Marcos by November 15, 2026. After the end of this Agreement, if a reconciliation of expenses reflects an additional amount due for reimbursement, Hays County agrees to pay the invoiced amount to San Marcos within 30 days of the receipt of the invoice. As noted in Section 2. Term, funding due will not be prorated and Hays County is responsible for paying their share for the entire year.

C. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both parties. Neither party may assign this Agreement without the written consent of the other party.

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D. Interpretation: The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.

E. Invalid Provisions: 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.

F. Applicable Law: This Agreement is governed by the laws of the State of Texas. Exclusive
venue for any dispute arising under this Agreement is in Hays County, Texas.

G. Public Information Act: Each party understands that the other 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 the Act. Neither party will make any reports, information, data, etc. generated under this Agreement available to any individual or organization without appropriate written notice to the other party given within a reasonable time for that party to make any appropriate arguments to the Office of the Attorney General.

H. Termination: Either party may terminate this Agreement for convenience and without cause by giving the other party a 90-day advance written notice, to its contact listed below, of its intent to terminate or to not renew. In the event of early termination, the provisions of Section 2 regarding funds payable to San Marcos still apply.

CITY OF SAN MARCOS
Mrs. Stephanie Reyes
City Manager
630 E. Hopkins
San Marcos, Texas 78666

HAYS COUNTY
Ruben Becerra
Hays County Judge
111 E. San Antonio St., Suite 300
San Marcos, Texas 78666

I. Binding Effect: 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.

Executed by:

DRAFT

CITY OF SAN MARCOS

_____

Stephanie Reyes, City Manager

Date: _____

HAYS COUNTY

_____

Ruben Becerra, County Judge

Date: _____

Agreed to by:

_____

Anthony Hipolito, Hays County Sheriff

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San Marcos Regional Animal Shelter

Manual of Standard Operating Procedures

Revised 04/29/2026

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COVER LETTER TO STAFF

First off, thank you all for your ongoing dedication to the shelter, community, and the animals. I am proud to be a part of this team. Please use this SOP as your guide to the "why and how" of what we do here. Never be afraid to ask for clarification or help from your Supervisor and never stop learning.

This is your personal copy of the Standard Operating Procedures (SOPs) Manual. SOPs are a key tool for the operation and management of the San Marcos Regional Animal Shelter. SOPs establish a baseline for how all staff and volunteers perform routine shelter tasks. The consistency and predictability that SOPs can provide helps make life less stressful for the animals — and for people, too.

The Standard Operating Procedures were written with the input of everyone and all staff will be accountable for following them. These SOPs enable us to be consistent about expectations for every employee and to determine whether performance meets, exceeds, or falls short of expectations. Be sure to read the entire manual. Discuss any questions that you have with your Supervisor.

The SOP manual is a 'living' document that will be updated as we identify better ways of doing our jobs and responding to the needs of the animals in our care and of the human community we serve. The formal procedure for suggesting and making changes to SOPs is outlined below. The Animal Services Manager will have the master and current copies of the SOPs.

Process for changes, updates or clarifications to the SOPs:

To avoid confusion and inconsistency, only the Animal Services Manager can make the actual written changes to the SOPs. However, all staff can suggest changes as described below:

- The Animal Services Manager evaluates the requested change and discusses it with the Animal Shelter Supervisor and Animal Protection Supervisor.
- If the Animal Services Manager and Supervisor(s) agree to make the change, that section of the master SOP manual (both electronic and physical copy) is updated with the new wording and instruction.
- A memo then goes out to the entire staff with a summary of the update. Each staff person also receives a copy of the new revised SOP Book.

This manual is the foundation for the continued excellent performance of our staff and the organization. The manual will be used as a training document throughout the agency. We strongly encourage you to review SOPs on a regular basis. The Supervisors are responsible for ensuring that their staff understand and follow the SOPs that apply to their roles in the agency.

Thank you for all the hard work you do each day for the animals in our care.

Sincerely,

Christie Banduch
Animal Services Manager
San Marcos Regional Animal Shelter

Section 1 – General Information

1.001 - Media Contacts

If you are contacted by a reporter or representative of any TV, radio, newspaper, or magazine reporters, or by other media reps, you need to direct him or her to the City of San Marcos Communications Department. Any unauthorized communication with a representative of the media is not allowed and will be subject to disciplinary action. Refer any media contacts to CommunicationsInfo@Sanmarcostx.gov

1.002 - Hours of Operation

The hours of operation are designed to ensure that all domestic and wild animals are properly and humanely cared for and that the public has adequate and ample opportunity to conduct business at the San Marcos Regional Animal Shelter.

Adoption Center Business Hours:

12:00 p.m. – 7:00 p.m. Monday, Tuesday, Thursday and Friday.
12:00 p.m. – 5:00 p.m. Saturday
CLOSED on Wednesdays and Sundays

Receiving / Reclaim Business Hours:

8:00 a.m. – 6:00 p.m. Monday through Friday
CLOSED on Saturdays and Sundays

Animal Protection On-Duty Hours:

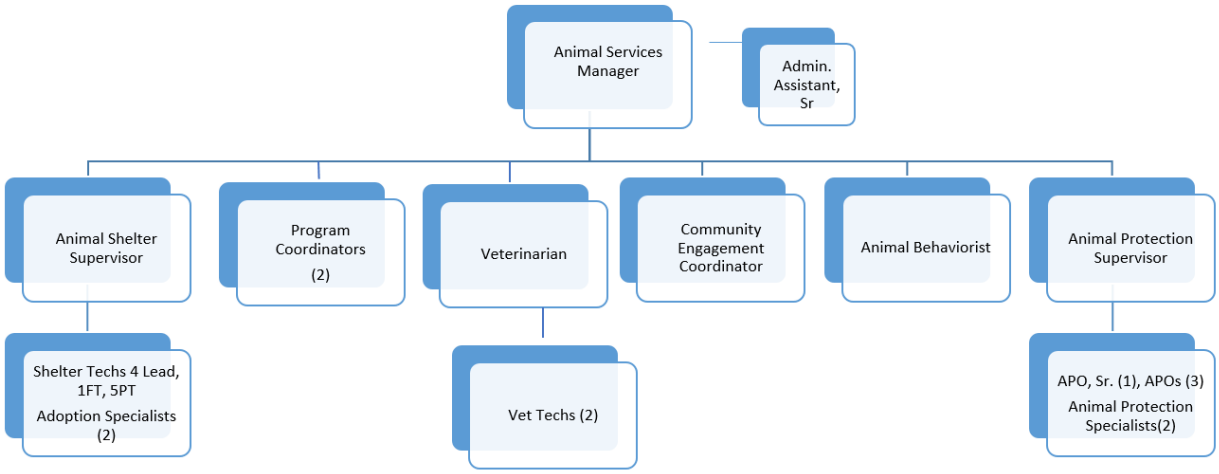
Generally 8:00 a.m. – 6:00 p.m. (7 days a week)
May be subject to change at the discretion of management based on the current needs of the shelter or community.

ON-CALL for Emergencies during off-duty hours
The Animal Protection Supervisor will provide an on-call schedule to the Animal Services Manager and Animal Shelter Supervisor monthly. During off-duty hours, the San Marcos Police Department will dispatch for Animal Protection.

1.003 - List of Approved City Holidays

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Indigenous People's Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November
Christmas	December 24 and 25
Floating Holiday	Employee's discretion with supervisory approval

1.004 - SMRAS Staff Organization Chart



THE ANIMAL PROTECTION TEAM CONSISTS OF THE ANIMAL SERVICES MANAGER, THE ANIMAL PROTECTION SUPERVISOR, THE SENIOR ANIMAL PROTECTION OFFICER, THE ANIMAL PROTECTION OFFICERS AND THE ANIMAL PROTECTION SPECIALISTS

THE SHELTER TEAM CONSISTS OF THE ANIMAL SERVICES MANAGER, THE ANIMAL SHELTER SUPERVISOR, BOTH PROGRAM COORDINATORS, THE ANIMAL BEHAVIORIST, THE COMMUNITY ENGAGEMENT COORDINATOR, THE ADMINISTRATIVE ASSISTANT, THE ANIMAL ADOPTION SPECIALISTS, AND THE ANIMAL SHELTER TECHNICIANS (LEADS, FULL-TIME AND PART-TIME)

THE VETERINARY TEAM CONSISTS OF THE ANIMAL SERVICES MANAGER, THE VETERINARIAN, AND THE VETERINARY TECHNICIANS

ALTHOUGH WE ALL HAVE DIFFERENT ROLES TO FILL, WE WILL WORK TOGETHER AS ONE TEAM AND WILL STRIVE TO HAVE A WORKPLACE CULTURE WHERE WE HELP ONE ANOTHER MEET OUR GOALS AND ACCOMPLISH OUR COLLECTIVE MISSION OF SAVING LIVES AND PROVIDING OUR COMMUNITY WITH EXCELLENCE IN ANIMAL SERVICES.

1.005 – Professional Conduct

All Employees are expected to adhere to the City of San Marcos' core values: Integrity, Teamwork, Professionalism, Customer Experience and Innovation.

As a city employee, you are expected to maintain a high level of professional conduct, both on and off duty. You have a responsibility as a public servant to represent the City of San Marcos and The San Marcos Regional Animal Shelter in a positive light at all times.

The City of San Marcos Employee Handbook, Chapter 7, outlines conduct that is prohibited by all city employees. The employee handbook is available to all city employees on the employee portal / intranet. Violations of any policies set forth in the employee handbook will result in disciplinary action.

https://sanmarcostx.gov/72/Intranet



1.006 – Fee Schedule

The fee schedule is set by San Marcos City Council, and may be amended from time to time. The current fee schedule is below. The Animal Services Manager may, at his or her discretion, waive or reduce the fees below.

Schedule of Fees

Description	Adopted Fee FY20	Proposed Fee FY 21
Neighborhood Enhancement - Animal Shelter		
Impound Fees		
First Impoundment	$22.00	$23.00
Second Impoundment	$42.00	$43.00
Third + Impoundment	$84.00	$86.00
Unsterilized Pet Fee	$16.00	$17.00
Kennel Vaccination	$16.00	$17.00
Rabies Vaccination	$11.00	$12.00
Microchip Fee	$22.00	$23.00
Kennel Fee	$11.00	$12.00
Quarantine Fee	$13.00	$14.00
Rabies Test Submittal	$42.00	$43.00
Adoption Fees		
Dog/Cat	$94.00	$97.00
Ferret	$47.00	$49.00
Snall Animal	$22.00	$23.00
Registration Fee		
Sterilized Pet	$6.00	$7.00
Unsterilized Pet	$27.00	$28.00
Volunteer Program	$16.00	$17.00
Drop off Out of Coverage - Individual	$47.00	$49.00
Drop off Out of Coverage - Litter 3 month or less	$78.00	$80.00
Owner Requested Euthanasia and Disposal		
Small (less than 25 lbs)	$16.00	$17.00
Medium (25 - 50 lbs)	$27.00	$28.00
Large (51 - 100 lbs)	$37.00	$38.00
X-Large (101 lbs +)	$47.00	$49.00
Disposal Fee	$16.00	$17.00
Commerical Kennel Fee		
1 - 10 Animals	$120.00	$123.00
11 - 20 Animals	$172.00	$176.00
> 20 Animals	$328.00	$336.00
Commerical Animal Dealer Permit		
1 - 10 Animals	$120.00	$123.00
11 - 20 Animals	$172.00	$176.00
> 20 Animals	$328.00	$336.00
Other Fees		
Grooming Facility	$68.00	$70.00
Animal Exhibition Permit	$120.00	$123.00
Multi-Permit Fee	$42.00	$43.00
Responsible Ownership Program	$68.00	$70.00

1.007 – Dress Code

ALL STAFF WILL WEAR LONG PANTS (JEANS, CARGO PANTS TO SCUB BOTTOMS) OR SHORTS THAT ARE AT THE KNEE OR BELOW. NO SHORTS ABOVE THE KNEE WILL BE PERMITTED. LEGGINGS OR STOCKINGS WILL NOT BE PERMITTED.

NO HOOP JEWELRY WILL BE PERMITTED FOR SAFETY REASONS.

ONLY CLOSED TOE SHOES OR BOOTS WILL BE PERMITTED (NO FLIP FLOPS, SANDALS, OR CROCS). SHOES / BOOTS MUST ALSO BE SLIP RESISTANT.

DURING CLEANING, STAFF MAY WEAR OLDER CLOTHING THAT THEY CAN GET DIRTY IN. ONCE THE SHELTER OPENS, STAFF MUST WEAR A CLEAN, STAIN-FREE T-SHIRT OR POLO THAT IDENTIFIES THEM AS A STAFF MEMBER TO THE PUBLIC. STAFF T-SHIRTS AND POLOS WILL BE PROVIDED BY THE CITY.

AFTER CLEANING, STAFF MUST CHANGE INTO CLEAN CLOTHING.

DURING CLEANING, NON-SLIP RUBBER BOOTS WILL BE PROVIDED TO THE STAFF. STAFF MAY PROVIDE THEIR OWN RUBBER BOOTS FOR CLEANING IF THEY DO NOT DESIRE TO USE THE PROVIDED BOOTS.

NO CLOTHING OR JEWELRY WITH PROFANITY, NUDITY, DRUG RELATED IMAGES OR MESSAGES, OR ANY OTHER OFFENSIVE MESSAGING MAY BE WORN AT ANY TIME WHILE AT WORK.

FACIAL PIERCINGS ARE ALLOWED, HOWEVER, NO HOOP-STYLE JEWELRY MAY BE WORN FOR SAFETY REASONS.

HAIR COLOR AND STYLE ARE NOT RESTRICTED IN ANY WAY.

ANIMAL PROTECTION OFFICERS WILL WEAR A UNIFORM THAT CONSISTS OF PANTS, A UNIFORM SHIRT, BADGE, NAME PLATE OR NAME EMBROIDERY, DUTY BELT, AND DUTY BOOTS. UNIFORM COMPONENTS AND DUTY BOOTS WILL BE PROVIDED BY THE CITY.

1.008 – Employee Parking

ON DAYS WHEN THE SHELTER IS OPEN TO THE PUBLIC, STAFF MUST PARK ON THE BACK SIDE OF THE SHELTER SO THAT CUSTOMERS CAN USE THE PARKING LOT. THE EXCEPTIONS TO THIS ARE FOR PART-TIME STAFF THAT WILL BE LEAVING THE SHELTER BEFORE IT OPENS, OR, FOR STAFF WHO WORK UNTIL 7PM DURING MONTHS WHEN IT IS DARK OUTSIDE BEFORE 7PM.

1.009 – Employee Breaks and Lunches

IN GENERAL, EMPLOYEES ARE ALLOWED TWO (2) FIFTEEN (15) MINUTE BREAKS PER EIGHT (8) HOUR SHIFT, TIME AND WORK-LOAD PERMITTING. BREAKS ARE NOT GUARANTEED AND MUST BE APPROVED BY YOUR IMMEDIATE SUPERVISOR WHO WILL DO THEIR BEST TO ACCOMMODATE BREAK REQUESTS. WHEN EMPLOYEES ARE NOT ON AN APPROVED 15 MINUTE BREAK, THEY ARE EXPECTED TO WORK ON ASSIGNED TASKS.

FULL-TIME EMPLOYEES ARE ENTITLED TO A ONE (1) HOUR LUNCH BREAK EACH SHIFT.

1.010 – Vacation and Time Off Requests

VACATION:

VACATION REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE AND BEFORE YOU SOLIDIFY ANY VACATION PLANS. YOUR IMMEDIATE SUPERVISOR WILL CONSIDER EACH REQUEST FOR APPROVAL OR DENIAL BASED ON AVAILABLE STAFFING, YOUR AVAILABLE ACCRUED LEAVE, YOUR OVERALL ATTENDANCE, AND CONFLICTS OR OTHER TIME OFF REQUESTS RECEIVED DURING THE SAME TIME FRAME. OUR GOAL IS TO BE ABLE TO FAIRLY APPROVE TIME OFF REQUESTS SO THAT ALL STAFF MEMBERS CAN SPEND TIME AWAY

FROM WORK FROM TIME TO TIME. HAVING SOME FLEXIBILITY ON YOUR VACATION DATES IS HELPFUL IF YOUR SUPERVISOR FINDS THAT THERE IS A CONFLICT. TO REQUEST VACATION OR PERSONAL TIME, SEND A MICROSOFT OUTLOOK CALENDAR INVITE TO YOUR IMMEDIATE SUPERVISOR REQUESTING THE TIME. YOUR SUPERVISOR WILL WORK WITH YOU TO SCHEDULE THE TIME OFF THAT YOU ARE REQUESTING. EMPLOYEES MUST ENSURE THAT THEY HAVE ENOUGH AVAILABLE LEAVE BEFORE MAKING A VACATION REQUEST.

SICK LEAVE:

YOU MUST NOTIFY YOUR SUPERVISOR BY PHONE AT LEAST ONE HOUR BEFORE THE START OF YOUR SHIFT IF YOU ARE CALLING IN SICK. IF YOU ARE GOING TO BE OUT SICK FOR MORE THAN THREE (3) CONSECUTIVE DAYS, YOU MUST PROVIDE A DOCTOR'S NOTE TO YOUR SUPERVISOR UPON RETURN TO WORK. YOUR SUPERVISOR MAY ALSO REQUEST DOCTOR'S NOTES IF YOU FREQUENTLY CALL IN SICK.

EXCESSIVE ABSENTEEISM OR TARDINESS:

WE UNDERSTAND THAT LIFE HAPPENS AND THAT OCCASIONAL TARDINESS OR ABSENTEEISM IS UNAVOIDABLE. OUR GOAL IS NOT TO PUNISH EMPLOYEES WHEN UNFORESEEN CIRCUMSTANCES OCCUR, HOWEVER, WE DO LOOK TO MITIGATE ABUSE OF THE CITY'S LEAVE POLICIES. EMPLOYEES ARE EXPECTED TO REPORT FOR DUTY AND BE CLOCKED IN AT THEIR ASSIGNED SHIFT START TIME.

- MORE THAN THREE (3) UNSCHEDULED ABSENCES (CALL INS) WITHIN A 90 DAY PERIOD MAY BE INVESTIGATED AS EXCESSIVE ABSENTEEISM.
- PATTERNS OF ABSENTEEISM (I.E., FREQUENTLY CALLING IN ON MONDAY) MAY BE INVESTIGATED AS EXCESSIVE ABSENTEEISM.
- EMPLOYEES WHO HAVE EXHAUSTED ALL OF THEIR AVAILABLE LEAVE AND ARE ON LEAVE WITHOUT PAY, MAY BE INVESTIGATED FOR EXCESSIVE ABSENTEEISM.
- MORE THAN THREE (3) TARDIES IN A 90 DAY PERIOD MAY BE INVESTIGATED AS EXCESSIVE TARDINESS.
- PATTERNS OF TARDIES (I.E., FREQUENTLY TARDY ON MONDAY) MAY BE INVESTIGATED AS EXCESSIVE TARDINESS.

SUPERVISORS WILL CONSIDER AND APPLY AGGRAVATING AND MITIGATING FACTORS TO THEIR INVESTIGATIONS OF EXCESSIVE ABSENTEEISM OR TARDINESS. (I.E., A SUPERVISOR MAY KNOW THAT AN EMPLOYEE IS GOING THROUGH A HEALTH ISSUE THAT WILL CAUSE THEM TO TEMPORARILY HAVE MORE ABSENCES THAN NORMAL, OR, A SUPERVISOR MAY FIND THAT AN EMPLOYEE IS CALLING IN SICK BUT THEN GOING OUT SHOPPING FOR THE DAY INSTEAD OF STAYING HOME). THESE FACTORS WILL HELP THE SUPERVISOR TO DECIDE IF AND WHAT CORRECTIVE OR DISCIPLINARY ACTIONS ARE WARRANTED.

IF A SUPERVISOR DETERMINES THAT AN EMPLOYEE IS EXCESSIVELY ABSENT OR TARDY OR OTHERWISE ABUSING CITY LEAVE POLICIES, THIS WILL BE SUBJECT TO DISCIPLINARY ACTION.

OTHER TYPES OF LEAVE:

SEE THE CITY OF SAN MARCOS EMPLOYEE HANDBOOK ON THE INTRANET FOR MORE INFORMATION ON TYPES OF LEAVE THAT ARE AVAILABLE AND CITY POLICIES ON TAKING LEAVE.
HTTPS://SANMARCOSTX.GOV/72/INTRANET

1.011 – ON-BOARDING AND OFF-BOARDING OF EMPLOYEES

SUPERVISORS WILL COMPLETE ON-BOARDING AND OFF-BOARDING CHECKLISTS FOR EACH NEW EMPLOYEE, AND FOR EACH EMPLOYEE ENDING THEIR EMPLOYMENT WITH SMRAS. PHYSICAL COPIES OF THE ON-BOARDING CHECKLIST WILL BE KEPT IN THE EMPLOYEE'S INTERNAL FILE FOR THE DURATION OF THE EMPLOYEE'S EMPLOYMENT AT SMRAS. PHYSICAL COPIES OF THE OFF-BOARDING CHECKLIST WILL BE KEPT FOR A MINIMUM OF TWO (2) YEARS AFTER THE EMPLOYEE ENDS EMPLOYMENT.

SUPERVISORS WILL ADMINISTER A TRAINING MODULE TO EACH NEW EMPLOYEE THAT WILL HELP THE EMPLOYEE FAMILIARIZE WITH SMRAS POLICIES AND PROCEDURES, SHELTER OPERATIONS, AND CITY POLICIES. EMPLOYEES WILL COMPLETE THE FULL TRAINING MODULE WITHIN THE FIRST MONTH OF EMPLOYMENT AND A COPY WILL BE PLACED IN THEIR INTERNAL EMPLOYEE FILE. SUPERVISORS WILL VERIFY THAT ALL ASPECTS OF THE TRAINING MODULE HAVE BEEN COMPLETED AND WILL SIGN OFF ON THE COMPETED TRAINING MODULE PRIOR TO IT BEING PLACED IN THE EMPLOYEE'S FILE.

1.012 – EMPLOYEE UNIFORM PROVISIONS

NEW SHELTER STAFF WILL BE PROVIDED WITH THE FOLLOWING: THREE (3) STAFF T-SHIRTS, THREE (3) STAFF POLO SHIRTS AT THE TIME OF HIRE. EACH YEAR, EXISTING STAFF WILL BE PROVIDED WITH THREE (3) ADDITIONAL STAFF T-SHIRTS AND THREE (3) ADDITIONAL STAFF POLO SHIRTS. SUPERVISORS MAY REPLACE TORN OR STAINED STAFF SHIRTS AS NEEDED THROUGHOUT THE YEAR TO MAINTAIN A PROFESSIONAL IMAGE.

RUBBER BOOTS WILL BE PROVIDED FOR STAFF USE DURING CLEANING. EMPLOYEES WISHING TO PROVIDE THEIR OWN CLEANING BOOTS IN LIEU OF USING THE PROVIDED BOOTS MAY DO SO.

NEW ANIMAL PROTECTION OFFICERS WILL BE PROVIDED WITH FIVE (5) SETS OF UNIFORM PANTS, FIVE (5) UNIFORM SHIRTS, ONE (1) PAIR OF DUTY BOOTS, ONE (1) BADGE, AND ONE (1) DUTY BELT. AT THE TIME OF HIRE. EXISTING ANIMAL PROTECTION OFFICERS WILL BE PROVIDED NEW SETS OF PANTS, SHIRTS AND BOOTS AS NEEDED TO MAINTAIN A PROFESSIONAL IMAGE.

1.013 - FACILITY MAINTENANCE AND ORGANIZATION

ALL STAFF IS RESPONSIBLE TO REPORT ANY BROKEN OR MALFUNCTIONING EQUIPMENT AND FACILITIES MAINTENANCE ISSUES TO A SUPERVISOR SO THAT THE ISSUE CAN BE ADDRESSED IN A TIMELY MANNER.

SUPERVISORS WILL CONDUCT WEEKLY FACILITY MAINTENANCE WALK-THROUGHS AND REPORT ANY NEEDS TO THE FACILITIES MAINTENANCE DEPARTMENT AND SCHEDULE REPAIRS AS NEEDED.

ALL STAFF IS RESPONSIBLE TO MAINTAIN ALL EQUIPMENT AND SUPPLIES IN AN ORGANIZED FASHION. THIS IS IMPORTANT FOR SAFETY, EFFICIENCY, AS WELL AS SUPPLY INVENTORY. SUPERVISORS WILL BE RESPONSIBLE TO CREATE A SYSTEM OF ORGANIZATION AND ENSURE THAT ALL STAFF ADHERES TO ORGANIZATIONAL REQUIREMENTS.

WE SHOULD ALL TAKE PRIDE IN OUR WORK AND IN THE APPEARANCE OF OUR WORK SPACES. THE WAY THE SHELTER LOOKS IS A DIRECT REFLECTION OF YOUR WORK AND SENSE OF PRIDE IN OUR MISSION. THE COURTYARD, HALLWAYS, LOBBIES, ANIMAL HOLDING SPACES, LAUNDRY AND DISH AREAS, AND PLAY YARDS SHOULD ALWAYS BE FREE OF CLUTTER, TRIP HAZARDS, FECES AND URINE, AND MALODOR.

- CRATES MUST BE CLEANED AND PUT AWAY IN CRATE STORAGE DAILY AND NOT LEFT SITTING OUT.
- EQUIPMENT USED DURING CLEANING NEEDS TO BE SANITIZED AND PUT AWAY DAILY.
- INSPECT EACH AREA AFTER CLEANING TO ENSURE THAT IT IS PRESENTABLE TO THE PUBLIC.
- STORAGE AREAS MUST BE KEPT ORGANIZED.
- FECES AND URINE MUST BE CLEANED UP THROUGHOUT THE DAY.
- SWEEP UNDER CAGES AND REMOVE ANY FOOD, FECES, LITTER OR DEBRIS.
- MOP ALL AREAS DAILY.
- INSPECT FACILITIES AND EQUIPMENT FOR DAMAGE AND REPORT TO A SUPERVISOR.

- LOOK FOR DUSTY VENTS, DUST ON TOP OF CAGES, CLUTTER, BIRD FECES ON SURFACES, BUGS IN LIGHT FIXTURES, AND OTHER GENERAL HUSBANDRY ISSUES AND TAKE MEASURES TO CORRECT THEM.

1.014 – INVENTORY (ANIMAL AND SUPPLY)

ANIMAL INVENTORY:

ALL STAFF IS RESPONSIBLE TO MAINTAIN AN ACCURATE INVENTORY OF ANIMALS IN THE CARE OF THE SHELTER. IF YOU MOVE AN ANIMAL, YOU ARE RESPONSIBLE TO MOVE THE ANIMAL'S KENNEL CARD WITH IT, AS WELL AS UPDATE THE ANIMAL'S LOCATION IN PETPOINT. THIS IS ESSENTIAL FOR US TO MAINTAIN A SAFE AND ORGANIZED ENVIRONMENT FOR BOTH OUR ANIMALS AND FOR PEOPLE.

SUPPLY INVENTORY:

FOR THE PURPOSES OF THIS SECTION, "SUPERVISOR" MEANS EITHER THE ANIMAL SHELTER SUPERVISOR, THE ANIMAL PROTECTION SUPERVISOR, OR THE VETERINARIAN.

SUPERVISORS ARE RESPONSIBLE TO CONDUCT WEEKLY INVENTORY OF ALL GENERAL USE SUPPLIES NEEDED BY THEIR RESPECTIVE TEAMS. THIS TASK MAY BE DELEGATED, HOWEVER, THE SUPERVISOR IS RESPONSIBLE TO VERIFY THE ACCURACY OF THE INVENTORY AND ORDER REQUESTS.

THE ADMINISTRATIVE ASSISTANT WILL PLACE ORDERS FOR GENERAL SUPPLIES ONCE WEEKLY. THE SUPERVISOR WILL PROVIDE A LIST OF SPECIFIC NEEDED ITEMS, INCLUDING THE AMOUNT NEEDED AND ANY OTHER INFORMATION REQUESTED BY THE ADMINISTRATIVE ASSISTANT TO ENSURE ORDER ACCURACY NO LATER THAN THE END OF DAY EACH WEDNESDAY.

UTILIZING AVAILABLE STORAGE SPACE, ENSURE THAT WEEKLY ORDER REQUESTS MAINTAIN THE STOCK LEVELS NECESSARY TO CONTINUE OPERATIONS UNINTERRUPTED.

GENERAL STAFF MAY MAKE ORDER REQUESTS TO A SUPERVISOR, HOWEVER, A SUPERVISOR MUST VERIFY THE NEED AND INCLUDE THESE ITEMS ON THE WEEKLY GENERAL SUPPLY ORDER.

SPECIALTY OR EMERGENCY NEEDS ITEMS MAY BE ORDERED AS NEEDED AT THE REQUEST OF A SUPERVISOR OR ANIMAL SERVICES MANAGER.

THE ADMINISTRATIVE ASSISTANT WILL PLACE ALL ORDERS TO ENSURE THAT TRACKING OF ORDERS AND INVOICES IS STREAMLINED. EXCEPTIONS CAN BE MADE FOR P-CARD PURCHASES, HOWEVER, RECEIPTS MUST BE SENT TO THE ADMINISTRATIVE ASSISTANT THE SAME DAY AS PURCHASE WITH AN EXPLANATION OF WHAT THE PURCHASE WAS FOR, FOR BILLING/CODING PURPOSES.

IT IS THE RESPONSIBILITY OF THE SUPERVISORS TO ENSURE THAT ANY REQUESTED ITEMS ARE BUDGETED FOR PRIOR TO REQUESTING THE ORDER.

SECTION 2 – ANIMAL INTAKE

2.001 – Intakes in General

As an open-admissions shelter, we will accept any animals from the agencies/jurisdictions that we have interlocal agreements with (referred to as the Regional Partners). The shelter has Regional Partnerships with the City of Kyle, City of Buda and unincorporated Hays County. Animal Protection Officers, Police Officers or other City or County Officials from the Regional Partnerships may bring in legally impounded animals to the shelter. Citizens wishing to surrender their own animal must live within Hays County. Stray animals brought in by private citizens must have been *found* inside of Hays County limits. Private citizens bringing in a stray must provide

intake staff with the location that they found the animal and will sign a surrender document certifying that they are being truthful about the location the animal was found.

Although we are an open-admissions shelter, we strive to be of assistance to pet owners within Hays County. If we can reasonably work with a pet owner to try and keep the pet in their home or assist them in rehoming their own animal, we will try to do this. **See Section 2.017 - Intake Diversion Program** for more information on ways we can proactively assist pet owners in Hays County.

2.002 - Stray Animal Intakes and Stray Hold Periods

The stray hold period pertains to domestic animals over 3 months of age (i.e., cats, dogs, livestock, animals typically kept as pets or for food/farming). Stray animals are domestic animals that are found to be roaming at large / free of restraint off of the property of an owner (if an owner is known). Stray animals will be held on a stray hold for 0-5 days to allow any owner the chance to reclaim. Use the following methods to determine the stray hold period for an animal:

Stray animals under 3 months of age are not subject to stray hold unless there is evidence of ownership, such as a microchip or ID tag.

Stray animals over 3 months of age with no identification or known owner will be held for three (3) business days.

Stray animals with microchips, tags or other means of owner identification will be held for five (5) business days. The Animal Protection Team will be responsible to make daily attempts to contact all known owners for any animals on a stray hold period and to document those attempts in a memo in Petpoint.

Severely injured, sick or neonatal stray animals may be released for euthanasia or rescue prior to the stray hold period ending at the discretion of the Animal Services Manager.

<u>To calculate the stray hold period:</u>

- The day of intake is Day ZERO.
- Count the following three to five full business days (depending on above criteria). You will not any city holiday closures that fall within the count.
- The day AFTER the final day in the above count will be the first day that the animal is eligible to be considered for adoption, euthanasia or transfer to rescue.

2.003 - Wildlife Intakes

Wildlife that is trapped, injured or sick may come to the shelter and be dispositioned according to their needs. This may include release back to the wild, transfer to a state approved wildlife rehabilitation center or humanely euthanized.

Examine the animal for injuries or symptoms of illness. If none are present and the animal can be safely released back to the wild, then release the animal back in a safe place away from any roadways or other immediate dangers to the animal.

If the animal does have symptoms of injury or illness or is neonatal and cannot be released, then have the animal examined by the Veterinary Team to determine the best course of action for the animal's wellbeing.

2.004 - Owner Surrender Intakes

Owners wishing to relinquish their animal(s) to the shelter must be current residents of Hays County. The owner will fill out and sign a release form that includes their name, address, phone number, driver's license number (or other government issued ID) and issuing agency, date of birth, information about the animal(s) being surrendered, and authorization for the shelter to take custody of the animal and disposition the animal as necessary (including euthanasia as a possible outcome).

Owners surrendering their animals must show proof of Hays County residency. This can be in the form of a government issued ID, or a bill in their name with a Hays County address.

When appropriate and possible, we should try to defer owner surrender intakes by offering resources and other alternatives to surrender to owners. **See Section 2.017 – Intake Diversion** to learn more about ways we can assist Hays County pet owners.

2.005 - Returned Adoptions Intakes

Animals that were adopted through our shelter may be returned at any time, for any reason. The adoption fee will be refunded at the discretion of a Supervisor or the Animal Services Manager if the animal is returned within the first 2 weeks (14 days) after finalization of the adoption. After 2 weeks (14 days) refunds for returned adoption will not be issued.

When appropriate and possible, we should try to defer returned adoption intakes by offering resources and other alternatives to surrender to owners. **See Section 2.017 – Intake Diversion** to learn more about ways we can assist Hays County pet owners.

2.006 - Owner Requested Euthanasia Intakes

Hays County residents seeking to humanely euthanize their pets for medical or behavioral reasons should be encouraged to contact PALS. PALS will offer humane euthanasia services to pet owners at low cost. The added benefit to encouraging euthanasia services through PALS is that the owner will be allowed to stay in the room with their pet for euthanasia services at PALS, whereas here they cannot. Our shelter WILL still accept Owner Request Euthanasia surrenders in the event that the animal is facing a medical emergency, PALS is not available for an appointment, or for animals that are under bite quarantine and will require either quarantine or rabies testing after surrender. Animals under a current bite quarantine period should NOT be sent to PALS for euthanasia. Owner Request Euthanasia is a REQUEST, and owners should be advised that the shelter makes no guarantee that the request will be honored once they surrender. The Veterinary and Management Teams will evaluate each animal surrendered as an Owner Request Euthanasia and determine if euthanasia is appropriate or not on a case-by-case basis.

2.007 - Seized / Protective Custody Intakes

Animals may be seized from a legal owner if legal precedent exists to seek the seizure of the animal through a court of competent jurisdiction. This may include Bite Quarantine, animal neglect or cruelty situations or dangerous dog situations. Seized animals will be held for the duration of any associated court proceedings, including an appeals process. At the end of the court proceedings, the Animal Protection Supervisor will be responsible to obtain documentation from the court on

the final disposition of the court case and authorization from the court for the shelter to proceed with final disposition of the animal(s).

Animals may also be placed into protective custody if other justifiable cause exists, such as incarceration or incapacitation of the owner/guardian or a declaration by a court of competent jurisdiction that the animal presents a danger to public health and safety. The Animal Protection Supervisor will be responsible to maintain all records associated with animals placed into protective custody and to comply with all laws pertaining to seized animals. Animals in protective custody due to owner incarceration or incapacitation will be held for five (5) business days. If not reclaimed by the owner or their authorized agent/representative within five (5) business days, the animal will become the property of the city.

2.008 - Bite Quarantine Intakes

Cats or dogs that have bitten a human within the past 10 days will be taken into custody and placed into Bite Quarantine for a minimum of 240 hours (10 days) from the time of the bite incident. The Animal Protection Supervisor and the Animal Protection Team will be responsible to maintain all records associated with animals placed into bite quarantine custody and to comply with all laws pertaining to animals who bite humans.

Home Quarantine of owned animals who bite may be considered at the discretion of the investigating Animal Protection Officer, providing that the circumstances adhere to current state law pertaining to home quarantine. Home Quarantine animals will be entered into Petpoint and staged as Home Quarantine.

Owners may opt to complete the quarantine period at their private vet. The Animal Protection Team will be responsible to follow up on any animals in quarantine at a private vet to ensure completion of the bite case satisfactory to current state law.

Refer to Section 7.002 for bite quarantine procedures.

2.009 - DOA Animals Intakes

Some animals may not be in a live state at the time of intake. These animals must be recorded as DOA at the time of intake in Petpoint.

2.010 - Responsibilities of employees performing an animal intake

1) It will be the responsibility of any person performing an intake to fully asses each situation to determine if intake or intake diversion is the best option for the animal and to provide all available resources to the person who is in custody of the animal.

2) It will be the responsibility of any person performing the intake of any animal to ensure that the animal is examined at the time of intake for signs of illness or injury and to report those findings to the Veterinary Team or a Supervisor promptly.

3) It will be the responsibility of any person performing the intake of any animal to ensure that the animal is promptly scanned for a microchip and checked for all other forms of identification. If identification is found or by any other means an owner can be identified, the person performing

the intake shall immediately take all reasonable actions to attempt to notify the owner that their animal is at the shelter, including but not limited to:

a) Calling all known or possible phone numbers for the owner

b) Texting all known or possible phone numbers for the owner

c) Emailing all known or possible email addresses for the owner

d) Request an Animal Protection Officer to leave a door hanger at all known or possible addresses for the owner. If the address is local to San Marcos, then an Animal Protection Officer will leave a doorhanger. If the address is outside of San Marcos city limits, then request that a partner or other local agency leave a doorhanger. If the address is not local to the greater Hays County area (i.e., out of state), then no action will need to be taken.

e) Document all attempts at contacting the registered owner in an animal memo in Petpoint.

4) For owner surrenders, it is extremely beneficial to obtain a full medical and behavioral history for each animal so that the best possible decisions can be made for the health and wellbeing of the animal as it moves through the shelter system. It is also important to public health and safety that we have as much background on animals as we can to ensure safe placement for the animal in the future. It will be the responsibility of any person performing an owner surrender intake to provide the owner with an animal profile form for them to fill out and to ensure that the owner provides us with as much information as possible on the animal.

5) It will be the responsibility of any person performing an intake to ensure that all photographs, appropriate intake vaccines, preventative care and examinations are completed and recorded properly in Petpoint.

6) It will be the responsibility of any person performing an intake to ensure that the animal is originating from the Hays County jurisdiction and to clearly enter the location found into Petpoint, including the city and jurisdiction the animal was found.

7) It will be the responsibility of any person performing an intake to ensure that all steps of the intake process are completed in Petpoint.

8) It will be the responsibility of any person completing an intake to enter in any relevant memos regarding the animal so that we can maintain effective communication amongst the staff. This includes but is not limited to: owner contact information, medical and/or behavioral memos for anything abnormal noted during intake examination, detailed intake information (reason for surrender, information given by the finder, etc.)

2.011 - Intake Photographs

All animals entering the shelter will have at least one intake photo uploaded to Petpoint. At a minimum, the photograph(s) should show the animal from a front facing angle and clearly show the animal's face and as much of the body/markings as possible.

2.012 - Animal Staging at Intake

Stray DOGS over 3 months of age will be staged as Lost and Found for the duration of their stray hold period. If an owner contacts the shelter and expresses intent to come in and reclaim the dog, the stage can be changed to Pending Owner Reclaim. Stray dogs who are injured or sick must still be listed as Lost and Found.

Stray PUPPIES under 3 months of age may be listed as Adoption Assessment if they are healthy, over 8 weeks of age and over 2 pounds. If under 8 weeks of age, under 2 pounds, or unhealthy, they will be listed as NA Hold.

Stray CATS over 3 months of age are subject to a stray hold period and should be listed as either Lost and Found or TNR Surgery (if eligible for TNR).
Cats are eligible for TNR if they are:

- Over 3 months of age (friendly kittens will be kept for adoption)
- Under 10 years of age
- In a good state of health at the time of intake
- Not owner surrendered
- Not nursing kittens
- From a location that is safe and legal for the cat to go back to

Stray KITTENS that are under 3 months of age may be listed as Adoption Assessment if they are healthy, over 8 weeks of age and over 1.5 pounds. If under 8 weeks of age, under 1.5 pounds, or unhealthy, they will be listed as NA hold.

Owner Surrenders may be staged as Adoption Assessment if there are no obvious physical or behavioral concerns noted at the time of intake. If there are medical or behavioral concerns, stage the animal as Evaluate.

Returned Adoptions may be listed as Available right away if their vaccinations are still current and they need no updating to their medical records. If a returned animal needs updated vaccinations or other routine care, stage them as Adoption Assessment. If a returned animal has behavioral or medical concerns that require evaluation or treatment before they can be adopted again, stage them as Evaluate. **Refer to Section 6.003** for detailed vaccine and booster protocols or ask the Veterinary Team for advice if you are unsure whether or not an animal requires booster vaccines at the time of return.

Seized and/or Protective Custody animals will be staged as NA Hold. Animals in protective custody due to owner incarceration or incapacitation may be staged as Lost and Found if there is sufficient reason to believe that a) it will not endanger the animal to be viewable online, and b) the owner may not know the whereabouts of their animal.

Bite Quarantine animals entering the shelter after biting a human will be staged as Bite Quarantine. For animals that will be completing a quarantine at home, the stage will be Home Quarantine. For animals that will be completing a quarantine at their personal vet, the stage will be Vet Quarantine. For stray animals that require stray hold but have an active bite, the stage will be Lost and Found – Bite Quarantine.

2.013 - Scanning for Microchips

All animals will be scanned for a microchip immediately upon impoundment. To scan an animal, activate the scanner according to manufacturer instructions and then move the microchip scanning wand over the entire body of the animal, including back, neck, chest/torso, front and back legs.

Animal Protection Officers should scan stray animals in the field and make all reasonable attempts to locate the animal's owner prior to bringing them into the shelter. If an owner is located prior to bringing the animal into the shelter, then all reasonable attempts to return the animal to its home should be made. Document attempts to contact the owner in the field notes of the call for service and in the animal's memos.

Any animals coming in over the counter should be scanned for microchips immediately, including owner surrenders. Verify that the information associated with the microchip matches owner information provided at the time of an owner surrender.

If a microchip is found, contact the microchip company and obtain owner name, phone number(s), address, emergency contact info and implant agency name and contact information. Promptly make all attempts to contact the owner associated with the microchip, including but not limited to:

a) Calling all phone numbers
b) Texting all phone numbers
c) Emailing all emails
d) Sending an Animal Protection Officer to all listed addresses that are local to leave a doorhanger
e) Document any and all attempts at contact into a memo in Petpoint.

<u>Steps for scanning animals</u>

Sanitize the microchip scanner between use / from animal to animal

1) Scan the animal. If possible, make sure the wand is making contact to the animal's body. Slowly move the wand down the back, the sides of body, the legs, and around the neck. (Note: make sure the battery is not low on the scanner)

2) If a microchip is found, first search the microchip number in Petpoint to see if it is associated with an animal already in our system. If no record exists, then record the microchip number in Petpoint under Identifications. Record all owner information obtained in an animal memo.

3) Record all scans of an animal in Petpoint under Identifications. Record whether or not a single microchip was found, multiple microchips were found or no microchips were found.

4) If the animal has already been scanned and has a microchip in Petpoint, follow up on the microchip each day that the animal remains on a stray hold period and add memos to document the steps taken to contact the owner (i.e., called, texted, emailed, and left door hanger)

<u>Steps for calling on microchips:</u>

1) Look up all microchips in the Petpoint to see if the animal has been here before. If they have been here before, intake the animal using the existing ID number. If an animal is accidentally duplicated, contact the Animal Protection Supervisor or an Animal Protection Specialist to merge the ID's for the animal.

2) If the microchip number does not already exist in Petpoint, then enter a new animal in Petpoint and record the microchip number.

3) For new microchips, search for the number on petmicrochiplookup.org. This website is connected to all the major microchipping companies and will be a great indicator of where the chip is registered and who has the most current registration of the chip. (Some microchips can be registered with multiple companies and be current.)

4) Contact the microchip company that you have identified as associated with the microchip number.

5) Collect the following information from the microchip company when you call:
   a) Name of owner
   b) Phone number(s) of owner
   c) Address
   d) Email
   e) Alternate contact name and phone number
   f) Implant facility name, Phone number and lot number.
   g) Animal info including; name, age, altered status and known medical info

***If the microchip is unregistered, the implant facility may have owner information in their records that we can contact them to obtain. Promptly contact the implant facility to attempt to obtain owner information and then proceed with the following steps.

6) Start by calling all associated phone numbers with the microchip. This may be the fastest way to contact the owner. If the phone calls are answered, ask to speak to the owner listed on the microchip. State that you work for the San Marcos Regional Animal Shelter and that you believe that their pet may be here at the shelter. If the call is not answered, leave a voicemail for the owner asking them to contact the shelter regarding their pet. Be sure to leave contact information for the shelter in the voicemail.

7) If phone calls are not answered, send a text message from a city owned phone line stating that you work at the San Marcos Regional Animal Shelter and are trying to reach (owner's name) to let them know that (pet's name and/or description) are at out shelter.

8) If both phone calls and text messages are not quickly answered by the owner and the address is local to the greater Hays County area, request that an Animal Protection Officer leave a notice at the owner's address to inform them that their pet is at the shelter.

9) If upon making contact with a registered owner, they inform you that they rehomed the animal, ask them for the new owner's information if they have it so that we may contact them.

10) If you find that any of the contact information associated with the microchip is invalid (i.e., a wrong phone number or address), document the erroneous information in a memo in Petpoint.

11) Document all pertinent information in a memo in Petpoint, including the owner information you obtain from the microchip company, any and all attempts at contacting the owner, and any erroneous information associated with the microchip.

12) While the animal is on stray hold status the Animal Protection Team will conduct follow up calls, texts, emails and leaving door hangers to make every attempt to contact the owners. All attempts will be placed into a memo in pet point. If the information for the animal owner is from out of San Marcos, please have the Animal Protection Supervisor reach out to the proper jurisdiction's supervisor to request assistance in leaving a door hanger.

13) After the animal comes off stray hold all animal services employees who see the animal still needs contact made, can and will reach out to owners and add memos of the actions taken in Petpoint.

14) When the animal is scheduled to be fully vetted, the Veterinary Team will do a final scan to ensure the animal does not have a microchip that was missed at the time of intake.

2.014 - Intake Vaccines and Preventatives

In general, the following vaccines and preventatives will be given at the time of intake. Whenever possible, vaccinate the animal at least fifteen (15) minutes prior to the animal entering the building.

DOGS:

Modified Live DAPP Vaccine– administer in left hind leg, upper thigh, away from joints

- **Administer to all dogs and puppies, regardless of age**
- Distemper, Adenovirus, Parvovirus, Parainfluenza

Bordatella Vaccine– oral or intranasal vaccine

- All dogs and puppies over 8 weeks of age
- Kennel cough vaccine

Flea/tick preventatives – dosage and administration instructions will be provided by the Veterinary Team. Some age and weight restrictions may apply depending on product used.

Pyrantel Pamoate – oral dewormer, administered at dosage of 1ml per 10 pounds of body weight to all animals over two weeks of age

CATS/ KITTENS:

Feline RCP Vaccine – administer in left hind leg, upper thigh, away from joints

- **ONLY administer to cats over 4 weeks of age and weighing 1 pound**
- Rhinotracheitis, Calicivirus, Panleukopenia

Flea/tick preventatives – dosage and administration instructions will be provided by the Veterinary Team. Some age and weight restrictions may apply depending on product used.

Pyrantel Pamoate – oral dewormer, administered at dosage of 1ml per 10 pounds of body weight to all animals over two weeks of age

***Animals will be vaccinated at intake REGARDLESS of their health or pregnancy status

***All vaccines and preventatives given at intake will be properly documented in Petpoint as part of the intake process.

2.015 - Housing Decisions After Intake

New intake cats and kittens that appear healthy will be placed into Cat Stray

New intake cats and kittens that appear sick will be placed into Cat ISO at the Veterinary Team's discretion.

New intake dogs will be placed into East kennels.

Puppies under 6 months of age should be placed strategically in East kennel, spacing their kennels by at least 4 kennels apart.

During times of potential disease outbreak or spread, refer to the Veterinary Team's guidance on where to place animals.

2.016 - Counseling Owners on Owner Surrender Intakes

In general, only the legal owner of an animal can sign an animal surrender contract. Exceptions can be made if a person has legal power of attorney for the animal owner, written consent of the legal owner to surrender on their behalf, or for landlords who have control of a property on which an animal is being kept after a legal owner has vacated the property.

The person handling the intake must inform the owner that there is no guarantee that the animal will be placed for adoption and could be euthanized. We must always strive to have honest, yet compassionate conversations with pet owners.

Ask the owner what the reason for the surrender is and if there are ways that we might be able to help them keep their pet. If they are interested in receiving help to keep their pet, refer them to the available resources that can assist them. **See Section 2.017 - Intake Diversion** to learn more about ways we can assist Hays County pet owners.

Encourage owners to provide truthful and comprehensive information on their pet, to include full medical and behavioral history. Assist the owner in filling out an animal profile form and ask questions to clarify any answers that are not clear. The more information we can gather at the time of intake, the more we increase the chances of finding appropriate placement for the animal.

2.017 - Intake Diversion Program

As an open-admissions shelter, we are not able to turn away animals needing to enter the shelter. We can, however, *encourage* the public to assist us in the following ways:

Owner surrender diversions:

Owners asking to relinquish their pet to the shelter can be *encouraged* to consider alternative options to surrendering. These include but are not limited to:

- Seeking assistance (medical, financial, supplies or behavioral) to keep their pet in their home
- Seeking rescue placement for their pet rather than shelter placement
- Rehoming their pet on their own
- Returning their pet to the agency that they adopted it from
- Foster their own pet while the shelter markets the pet for adoption
- Filling out an APA/PASS Program form online: https://form.jotform.com/doobertrescue/apa-pass-form

We can guide owners through the various resources and programs that are available at the time they contact us to surrender. If an owner is unable to or unwilling to participate in the intake diversion program, then we will accept their animal as a surrender the same day. Every owner asking to

surrender their pet should be informed about the intake diversion options available to them and should be counseled regarding the surrender of their pet.

Stray intake diversions:

Citizens who find stray animals can be encouraged to retain custody of the animal to try and locate the owner of the animal on their own. This is particularly beneficial if they found the animal near where they live and can spend time searching for the owner in their neighborhood. If they are unwilling to or unable to retain custody of the animal, then we will accept the animal as a stray intake. If a finder does agree to keep the found pet and search for an owner, be sure to obtain all contact information for the finder and retain it in a record at the shelter so that if an owner contacts the shelter we can get them into contact with the finder.

Fur-Get Me Not Program (FGMN):

FGMN is an INTAKE DIVERSION program funded by SMRAS. The goal of the program is to prevent pet surrenders by providing assistance to pet owners. The GOAL of the FGMN program is to prevent surrenders. Funding is limited for this program, so it should only be offered as an intake diversion program at this time, not as general assistance to pet owners who are not considering surrender.

The assistance that we can offer is:
- Helping with veterinary bills (routine and urgent care)
- Helping with spay/neuter assistance
- Helping with temporary boarding costs

At this time, our maximum limit per applicant is $700. Before applying for assistance, it should be considered whether or not their request can be reasonably accommodated with a $700 limit. Chronic conditions, veterinary specialty care, hospitalization, care at an emergency clinic, extended boarding periods, and animals with a poor prognosis or quality of life will not be approved for assistance. For situations where the amount will exceed $700, owners will be required to pay the service provider the balance up front if their application is approved.

FGMN assistance can be offered to any Hays County resident who contacts the shelter to surrender a pet. It is particularly helpful for owners who need help affording their pet's supplies, vaccines, veterinary care, or who are homeless or in between houses.

We are contracted with local veterinary clinics, boarding facilities, and spay/neuter clinics that provide these services to applicants. If an application for assistance is approved, the owner will be given a voucher to be used at an approved service provider. The service provider will then bill SMRAS for the agreed upon services that they perform.

Approval process for FGMN applications:
1) Have the owner fill out the FGMN Application and give it back to you.
2) Check the application to make sure it is legible, fully filled out and signed.
3) Shelter staff will email the application to animalservicesinfo@sanmarcostx.gov
4) The Animal Services Manager will review the application.

a. If APPROVED: A voucher for the approved services will be emailed to the owner, and the service provider. The employee who emailed the application in will be cc'd.
b. If DENIED: The Animal Services Manager will advise the owner of the denial and the reason for the denial in writing. The employee who emailed the application in will be cc'd.

5) The service provider will email the completed voucher and a billing invoice to SMRAS for payment.

SMRAS collects donations of pet food and pet supplies that can be offered to any Hays County pet owner who asks for help. There is no need to fill out a FGMN application to receive donated food or supplies. Any supplies or foods used for these programs MUST be donated items and MUST be OTC (over the counter) medications. NO prescription foods or medications may be given out to the public, regardless of whether or not the person can show you a prescription.

SECTION 3 – ANIMAL OUTCOMES

3.001 – OUTCOMES IN GENERAL

Disposition of animals in the care of SMRAS may be as follows: Adoption, return to owner, return to field (TNR), transfer to an approved rescue partner or humane euthanasia when deemed necessary to prevent suffering, protect public health and safety or due to lack of available kennel space.

The San Marcos Regional Animal Shelter strives to maintain a 90% or higher live outcome rate as part of our Pawsitive Outcomes Implementation Plan. While our goal is to seek live outcome for as many animals in our care as possible, we must also consider the quality of care that we can provide and the health and safety of staff, animals and the public.

3.002 – Adoption Program

One of the most important goals of SMRAS is to facilitate the adoption of animals into new homes so as to further the human-animal bond.

Animals are available for viewing by the public, provided they appear to be healthy, non-aggressive and are not on a stray, evidence, medical, bite or other type of hold.

All adoptions from San Marcos Regional Animal Shelter include, but may not be limited to:
- Spay or Neuter surgery
- Core Vaccinations (FVRCP for cats and DAPP and Bordetella for dogs)
- Rabies Vaccination
- Microchip
- General Health Examination

Adopters who are not residents of San Marcos should be advised to review and comply with their local ordinances regarding pet ownership and registration.

<u>Adoption options for animals on hold (stray or other):</u>

In general, potential adopters cannot view animals on hold and should be referred to our webpage Lost & Found and Adoptable Animals listings. Potential adopters interested in animals on any type of hold should be advised of the date that the hold ends and suggest they either return on that date or check our webpage Lost & Found and Adoptable Animals listings to check availability. Advise potential adopters that adoptions are on a first come first served basis and we cannot guarantee that the animal will be available to adopt (may be reclaimed, transferred to a rescue partner, adopted by another party first, or be deemed unadoptable for various reasons).

<u>Adoption of Animals with Bite Histories or Histories of Aggression:</u>

If an animal with a known bite history is available for adoption, it is the duty of the staff member completing the adoption to counsel the adopter regarding the bite history. All known details of the bite incident(s) must be fully disclosed to the adopter and a copy of any memos related to the bite incident(s) must be provided to the adopter. Be sure to redact any personal information that is not subject to disclosure (i.e., previous owner / bite victim name/information) from any memos before providing copies to the adopter. The adopter must sign a Bite History Adoption waiver at the time of the adoption. This waiver can be located by selecting "Bite History Adoption" as the adoption subtype on the Details tab of an adoption process in Petpoint.

If an animal with a known history of aggression toward humans or other animals is available for adoption (this may include, but is not limited to, animals who have "nipped" at someone but not bitten and broken skin and animals that have attacked or tried to attack other animals), it is the duty of the staff member completing the adoption to counsel the adopter regarding the aggression history. All known details of the aggression incident(s) must be fully disclosed to the adopter and a copy of any memos related to the aggression incident(s) must be provided to the adopter. Be sure to redact any personal information that is not subject to disclosure (i.e., previous owner or victim name/information) from any memos before providing copies to the adopter. The adopter must sign an Animal Aggression Adoption waiver at the time of the adoption. This waiver can be located by selecting "Animal Aggression Adoption" as the adoption subtype on the Details tab of an adoption process in Petpoint.

Additional adoption counseling is required for dogs with a history of aggression to other animals regarding avoiding of dog parks and other areas where other animals are likely to be found. If the adopter lives in an apartment or other "communal living" type setting, additional counseling should be provided to ensure that the adopter understands how to avoid potential danger to other animals and humans living in their complex.

Transfer of ownership:

All adoptions are final and ownership of the animal transferred to the new owner upon completion of the adoption process, evidenced by: contract/paperwork completed, adoption fee paid, microchip implanted, sterilization complete and rabies vaccination administered. All medical or behavioral needs following the adoption are the responsibility of the adopter unless other arrangements have been made before or at the time of adoption. Adopters may return their pet to SMRAS within two (2) weeks after the date of adoption and may be refunded the adoption fee at the discretion of a Supervisor or the Animal Services Manager. Adopters may return their pet to SMRAS at any time for any reason, but no refund will be issued if the pet is returned after fourteen (14) days following the adoption. Adopters should be encouraged to make every attempt to keep or rehome their pet on their own before returning it to the shelter. At the time of return or surrender to SMRAS, ownership of the pet transfers back to the City of San Marcos and disposition of the animal is at the discretion of the Animal Services Manager or designee.

Requirements for Adoptions:

1) Adopters must be 18 years of age or over and have a valid photo ID

2) Restrictions due to animal behavior concerns or bite history (i.e., not going to homes with children or other pets) must be strictly enforced and communicated.

3) Pets available for viewing by the public must appear to be healthy, non-aggressive, and not on a stray, evidence, medical, bite, or other type of hold.

4) Adoptions from SMRAS include, but are not limited to:
a) Spay or Neuter surgery

b) Intake Vaccinations (F-RCP for cats and DHLPP and Bordetella for dogs)
c) Rabies Vaccination
d) Microchip
e) General Health Examination

5) Staff are to conduct the adoption experience and transaction according to the Adoption Procedures and Conversation Guide

6) All animals must have a facilitated interaction with the adopter(s) prior to adoption; strongly encourage other family members to participate

7) If the adopter has dogs at home, they should be strongly encouraged bring their dog(s) for an interaction with the dog they wish to adopt prior to completing the adoption process. (does not apply to cats). If the animal being adopted has a history of poor interactions with other dogs/animals, an interaction with pets in the home may be *required* at the discretion of the employee conducting the adoption for safety and liability reasons.

Goals of the Adoption Process:

1) To make all visitors feel welcome and comfortable.
2) To maximize the chance that an adoption results in each pet's forever home.
3) To educate toward creating a community of responsible pet owners.
4) To make adoption decisions objectively.

Landlord/Property Manager Approvals:

If an adopter rents their home, staff should communicate to the adopter any *known* pet restrictions or requirements that the adopter should be aware of. If staff is unaware of specific pet restrictions or requirements, advise the adopter that it is their responsibility to seek out this information from their landlord or property manager and comply with it.

Communicate to the adopter that adoption fees will not be refunded if a pet must be returned due to being disallowed by their landlord/property manager and that they may be required to provide proof of landlord approval for any future adoptions if they return an animal for this reason.

Adoption Denials:

Denying an adoption can only be done due to objective and true concern ("red flags") for the pet, adopter, and/or their compatibility. Denials may not be decided based on personal bias or discrimination, examples of which are listed below. If you identify concerns, attempt to educate the adopter and resolve the concern first.

Examples of concerns or "red flags" which MAY result in the denial of an adoption:

1) The adopter states they are going to keep the dog chained to the tree in the back yard

2) The adopter has no fence and wants to just let the dog roam loose

3) The adopter states or indicates previous convictions for animal cruelty.

4) The adopter refuses to first meet the pet they are interested in adopting

5) The adopter gets violent or belligerent with staff or a pet they are interacting with

6) The adopter is on the Do Not Adopt list

7) The adopter makes statements indicating that they do not plan to comply with the animal control laws in the area that they live in

8) The adopter has a documented history of adopting animals and then surrendering, rehoming, or losing them due to negligence

9) The interaction does not go well and there is reason to believe that the adoption would be unsafe for either the adopter or the pet

10) The pet has a medical need that the adopter is unwilling or unable to provide proper veterinary care

11) If the behavior notes indicate that the animal cannot be with kids or other animals, then those restrictions must be followed - NO EXCEPTIONS

Examples of bias and/or discrimination which do not justify denial of an adoption:

1) You feel the adopter may be too young to be a responsible pet owner

2) You feel the adopter's income may be too low to afford a pet

3) You feel the adopter is too old to adopt a puppy or kitten

4) You feel that certain ethnicities are better or worse pet owners than others

5) You think that big dogs shouldn't live in apartments

6) You think the adopter works too much to have time for a pet

7) The person has never owned a pet or that species of pet

8) You think the adopter has too many family members/too many children to give the pet proper care and attention

Placing a person on the Do Not Adopt list:

If an employee feels that a person represents a risk of harm to an animal, staff member, themselves or the public, they may place the person on the Do Not Adopt List by going under the Details tab on the person in Petpoint and selecting the Association "Do Not Adopt". A memo must also be entered under the person's memos tab detailing why the employee feels that the person is unsuitable for adoption of an animal. A Supervisor or the Animal Services Mangager may override a Do Not Adopt designation on a person if they feel that the person has demonstrated that they have become suitable as an adopter since the designation was created. It is important to remember that we should never place a person on the Do Not Adopt list unless we have a tangible reason to assume that they are unfit to adopt. We should never place someone on the Do Not Adopt list for biased reasons and we should only do so in good faith that we are acting in the best interest of the animals. It is also important to remember that situations, circumstances,

and even people can change. A designation of Do Not Adopt may or may not be permanent depending on the individual factors of each case.

3.003 - Return to Owner

Owners claiming a stray animal as their own may be asked to provide evidence of ownership such as a bill of purchase, photographs that document ownership over time, proof of rabies or licensing and/or medical records. The owner's name, address, telephone number, driver's license number (or other government issued ID) and issuing agency, date of birth, and the date of return should be noted on the computer record. The fees associated with Return to Owners / Owner Reclaim can be found in **Section 1.006 – Fee Schedule.** A Supervisor or the Animal Services Manager may waive these fees at their discretion.

There may be situations where an owner who surrendered an animal to the shelter changes their mind or has a change in their circumstances and requests to reclaim their animal. In the event that an owner returns to reclaim an animal that they voluntarily relinquished to the shelter, have a compassionate conversation with them about what has changed in their situation. Check for memos in Petpoint and check with a Supervisor to see if they have any concerns about the animal being returned. The Supervisor will give the approval or denial to return the animal and also determine what, if any, fees will be applied.

If at any point that an animal remains in the custody of the shelter (ownership has not yet been legally transferred to an adopter or rescue agency) and a verified legal owner comes forward, the shelter must allow reclaim of the animal. Regardless of the animal's stage or adoption interest at the time an owner is found, the legal owner has the right to reclaim their pet. If a staff member has reason to believe that a reclaim should not be allowed due to animal cruelty, they must report this to a Supervisor who will make the determination whether or not the shelter should seek a seizure warrant to prevent the reclaim.

The shelter has the responsibility to make all reasonable attempts to contact a known owner of an animal prior to transferring ownership of that animal to another person or party.

Owners must provide proof of current rabies vaccination at the time of reclaim. If proof of rabies cannot be provided, then a compliance notice or citation shall be issued at the time of reclaim.

Owners reclaiming their pet are required to microchip their pet at the time of reclaim.
Reclaim fees will apply at the time the owner reclaims their pet from the shelter. These fees are set by City Council and can be found on the most recent fee schedule issued by the city **(see section 1.006 Fee Schedule**). In the event that an owner cannot afford to pay all the associated reclaim fees, a Supervisor or the Animal Services Manager may authorize a reduction in the fees to assist the pet owner with the reclaim process. If a reduction in fees is authorized, a memo should be placed on the animal's record indicating the reason for the reduction in fees and how much the fees were reduced. While it is our goal to assist pet owners in any way we can to keep their pets, we must also be mindful that we need to hold irresponsible pet owners accountable for their actions when their pets end up at the shelter. It is important to be aware of each animal and animal owner's history and individual circumstances when making the decision to reduce fees. The Supervisor who is called to make a decision on fee reduction should consider how many times the animal has been impounded in the past, if any fee reductions have been issued to the pet owner on past impoundments, what steps the owner must take to become compliant in the future and how the shelter might be able to assist them in becoming compliant. Any reductions in fees should come with a good faith effort on the part of the owner to reach compliance so that the animal does not end up back at the shelter.

3.004 - Euthanasia

When deemed necessary for medical, behavioral, or space reasons, domestic and wild animals may be chosen for euthanasia. Unweaned, critically ill, or seriously injured domestic animals may be euthanized prior to conclusion of the stray holding period to prevent suffering. The date, time, reason for euthanasia, and the technician's initials are recorded in the computer record. A drug log will be maintained to document usage of controlled substances as required by federal law.

Euthanasia Decisions:

SMRAS Euthanasia for Behavioral Problems or Aggression Protocols:
Sadly, some animals that enter the San Marcos Regional Animal Shelter system may be designated as unsafe for adoption due to severe behavioral or aggression issues. When an animal that enters the shelter is designated by a Supervisor or the Animal Services Manager as unsafe for adoption, the following protocols should be followed:

Reasons that an animal may be deemed unsafe for adoption:

- A history or observed aggression toward humans or other animals that the staff feels cannot be safely mitigated in the shelter environment
- A history or observed behavior issues that the staff feels may present a threat to human or animal safety and that cannot be safely mitigated in the shelter environment
- A history of multiple bites to humans
- A history of severe bite(s) to humans
- The animal is known to have caused the death of a human or another animal
- The animal's physical or mental health declines significantly in the shelter environment and it cannot be safely housed

At a minimum, the following should be considered:

- Does the animal have documented or known history that gives the staff reason to believe that the animal may harm a human or another animal?
- Has the staff observed any behavior and/or aggression problems that make them feel uncomfortable in handling the animal or allowing the public to handle the animal?
- Is there a cause for the behavioral problems and/or aggression that can be treated through positive reinforcement behavioral modification training or medical treatments?
- Are there reasonable accommodations that can be made for the animal that will allow them to find an appropriate home able to meet the needs of their behavioral problems and/or aggression while maintaining the safety of the community?

In the event that an animal is deemed unsafe for adoption by the Animal Services Manager after all the known facts have been considered, the following options may be considered for the disposition of that animal:
- Humane Euthanasia
- "Rescue Only" Designation

Rescue Only Designation:

In the event that an animal deemed unsafe for adoption is designated as "Rescue Only", the Rescue Program Coordinator will reach out to the rescue community regarding placement of the animal. All known facts regarding the animal's behavioral or aggression problems will be disclosed to the rescue community. A deadline may be assigned to the placement of the animal with rescue at the discretion of the Animal Services Manager. Reasons to assign a deadline for placement may include but are not limited to: space considerations, the safety of the staff or other animals at the

shelter, and the overall physical and mental health of the animal needing placement. The deadline may be reduced or extended by the Animal Services Manager in the event that justification of such reductions or extensions is discovered (such as a rapid decline in the animal's health or pending rescue interest). If the deadline expires without rescue interest, and once the staff feels that all means of obtaining a live outcome through rescue placement have been exhausted, then humane euthanasia may be designated as the appropriate choice for the animal.

Humane Euthanasia Designation:

In the event that an animal is deemed by the Animal Services Manager to be an immediate danger to staff, the public, or other animals at the shelter, humane euthanasia may be designated as the appropriate choice without seeking rescue placement first.

General Euthanasia Decisions:

Prior to euthanasia being authorized, the Animal Services Manager shall review the animal's records and determine that all of the following steps have been completed on behalf of the animal:

- The animal has been plead out to rescue, foster and for adoption on social media at least one time recently (does not pertain to severe medical or aggression cases).
- The animal has been housed in a public facing area of the shelter for a sufficient length of time to allow adopters to view the animal (does not apply to severe medical or aggression cases).
- The animal has been evaluated comprehensively by the Veterinary Team and/or Animal Behaviorist and they have weighed in on euthanasia decisions for the animal (pertains to medical and/or behavioral cases that are not determined to warrant immediate euthanasia for safety or to prevent suffering).
- All documentation of behavior, medical, length of stay, decline in shelter or other reasons that the animal is being considered for euthanasia is present and comprehensive in Petpoint.

The Animal Services Manager will direct appropriate staff to complete each of the above steps if they find that these steps have not already been completed prior to authorizing euthanasia. The Animal Services Manager may also use discretion in deciding if any of the above steps are or are not appropriate for each animal being considered for euthanasia based on the animal's overall needs, temperament, condition and history.

Personnel that are authorized to perform euthanasia:

Only staff that are trained and currently certified by the State of Texas as Certified Euthanasia Technicians may participate in or perform a euthanasia. Refer to Texas Health and Safety Code Chapter 821.055 for current state requirements for euthanasia technician training.

3.005 – Rescue Program

An integral cornerstone of the lifesaving mission employed by the San Marcos Regional Animal Shelter is a robust animal rescue network from which animals housed at the San Marcos Regional Animal Shelter are offered rescue by participating Rescue Alliance Partner organizations. The following Standard Operating Procedures have been established to facilitate the rescue process, which will assist animal placement from plea to final transport. All rescue decisions should be guided by a lifesaving philosophy and supported by a call for utmost animal welfare.

Becoming an Approved Rescue Alliance Partner:

Before a shelter animal can be rescued by an interested organization, they must first become an approved Transfer Partner. All interested Partners must submit a completed Rescue Alliance

Partner Application prior to rescuing animals from the San Marcos Regional Animal Shelter, and must have been approved by the Rescue Program Coordinator.

Guidelines applicable to all animals and Rescue Alliance Partners:

Should an animal included on the plea submission be adopted at the shelter before going to rescue, it is vital that staff communicate relevant information with associated rescues as information becomes available.

Adoptions at the shelter may take precedence over rescue, with some exceptions determined on a case-by-case basis by the Rescue Program Coordinator. Should an animal designated for rescue be adopted before transport, the receiving organization must be notified in a timely manner.

Representatives from any approved Rescue Alliance Partner organization are welcome -- and encouraged -- to come directly to the San Marcos Regional Animal Shelter to meet with and rescue eligible animals. Partner organizations are asked to notify the shelter or Rescue Program Coordinator of their arrival at a particular day and time, particularly if they arrive before or after normal open hours.

Crafting Emailed Plea Submissions:

Large at-risk, emailed plea submissions will occur as determined necessary by the Animal Services Manager and will include animals deemed at-risk, with animals diagnosed medical and behavioral concerns taking priority.

Individual pleas may be made on a case-by-case basis to select rescues throughout the week, as in the case of breed-specific rescues.

Lists of long-stay animals that have been in the shelter for 30, 60, and 90 days will be compiled on a regular basis. Generally, animals that have been housed at the San Marcos Regional Animal Shelter for more than 60 days will be plead on a routine basis.

Each animal should receive a personalized plea. For each animal, the following details must be included:

1) Animal Name and SMRAS ID

2) Animal Sex

3) Animal Age

4) Animal Weight

5) Altered Status

6) Staff Behavior and Medical Notes, summarized (do not include exact notes)

7) Owner Release Notes, if applicable

Deadlines:

Deadlines will generally be established by the Animal Services Manager on a case-by-case basis as necessitated by space, the animal's health, condition, or behavior.

3.006 - Died in Care

Occasionally, animals who enter the shelter with medical needs or who are neonatal may pass away despite attempts at medical treatment or nursing care. This is particularly prominent in neonatal animals who are stillborn or pass away shortly after birth.

Animals may enter the shelter in various medical states, and may also become sick or injured while at the shelter. In the event that an animal dies in care, the person outcoming that animal as Died In Care must enter a memo documenting the date and time of death, as well as any circumstances surrounding the death. Exact cause of death may be unknown in some cases, so if necessary, refer to the Veterinary Team for guidance on how to document deaths where a cause is not immediately known.

3.007 - Trap, Neuter and Return (TNR) Program

Establishing Eligibility for TNR Program:

In an effort to control the stray cat population by effective and humane means, SMRAS participates in a Trap, Neuter & Return program (TNR). Any cat that meets the requirements below, that enters the shelter as a stray, that is not microchipped or wearing any other form of ID or who's owner is otherwise unknown may be considered for TNR.

- Cats must weigh at least 3 pounds, be over 3 months of age, but under 10 years of age to be considered for TNR.
- Cats will be evaluated by the Veterinary Team prior to surgery to ensure they are a healthy surgical candidate.
- Cats showing signs of illness, injury or other defect will be evaluated by the Veterinary Team and will not be eligible for the TNR program unless and until any prescribed treatments are administered and the Veterinary Team feels confident that the animal is a healthy surgical candidate and able to thrive in the wild.
- Cats that are declawed (front, back or both) will not be eligible for TNR.
- Cats with a body condition score of less than 3 (on a 1-5 scale, where 1 is emaciated, 3 is healthy body weight, and 5 is obese) will not be eligible for TNR.
- Cats that have bitten a human within the 10 days prior to intake will not be eligible for the TNR program until after they have completed a mandatory rabies quarantine/observation period prescribed by Texas state law. The Animal Services Manager will consider each bite case and determine the best outcome for cats with bite histories based on all known case circumstances. If a stray cat with a bite history is determined to be ineligible for future TNR due to the circumstances of the bite case, the Animal Services Manager may direct that the cat be humanely euthanized and tested for rabies at the end of a 3 day stray hold period.
- Cats found to have a microchip at the time of intake will complete a 5 day stray hold period (unless the microchip identifies them as a previously TNR'd / unowned cat) and the shelter will take all necessary steps to attempt to contact an owner before the cat will be considered for the TNR program (if unclaimed).
- Cats that are captured with existing left ear tips will be considered visually identified as already altered and will be immediately released back to their origin location unless there is a medical need or recent bite history that requires the shelter to retain the cat.
- Cats that are captured from a location that is not safe or legal for them to return to will be kept at the shelter for a stray hold period and then considered for adoption or other outcome in accordance with city ordinance.
- Cats that are owner surrenders will not be eligible for TNR.

TNR Cat Inventory Management:

- All cats will be vaccinated with an RCP vaccine at the time of intake and entered into Petpoint with the correct information on where the cat was captured.
- A kennel card with the cat's unique Petpoint ID# will be affixed to the cat's cage or trap.
- All cats will have a kennel card with a picture, in a plastic sleeve attached to their cage or trap.
- Cats that are deemed too ill, injured or deformed to be eligible for TNR will be admitted to the shelter and will undergo a stray hold period. After the stray hold period, the cat may be euthanized or treated at the discretion of the Veterinary Team. If the Veterinary Team deems the animal to be in an extreme state of suffering, humane euthanasia may be authorized prior to the stray hold ending at the discretion of the Animal Services Manager and/or Veterinary Team.
- All cats will be scanned for a microchip a second time by the Veterinary Team when anesthetized for surgery. If a microchip is found at this second scan that was not previously found at the time of intake, then surgery will be postponed for a 5 day stray hold period while the microchip is researched and all necessary attempts to contact an owner are made.
- All cats in the TNR program will have their left ear tipped at the time of surgery to indicate visually that the cat has been altered. They will also receive a rabies vaccination and microchip tracing them back to the shelter TNR program.
- Cats will be held for 24-48 hours post-operative to ensure that they are recovering appropriately. Male cats with no post-operative complications can be released back to their origin location 24 hours after surgery. Female cats with no post-operative complications can be released back to their origin location 48 hours after surgery.
- When possible, cats that are identified as TNR candidates at the time of intake, should stay inside of a trap or transfer cage for the duration of their stay at the shelter. This is to ensure the safety of the staff handling the cats as well as to reduce stress as the cat moves through the program. The trap or transfer cage must be large enough to allow the cat to move freely, sit, stand, turn around, lay down and have adequate space for placing a litter box and food and water dishes. Newspaper, towels or urine pads may be used to line the bottom of the trap or transfer cage and will be changed when soiled. The trap or transfer cage will remain covered with a towel, sheet or blanket at all times, unless staff is actively cleaning the cage or handling the cat for surgery purposes.
- All TNR Surgeries and ear tipping will be performed by a licensed veterinarian and a full medical record for each cat, including rabies vaccination certificates, will be created and retained by the shelter.
- Once a cat has completed its recovery, it may be released back to its origin location by a staff member or volunteer designated by the staff to participate in the TNR program. The cat will be outcomed as a "Service Out" outcome to document that it was returned to its origin location.

Section 4 – Cleaning and Sanitizing

4.001 – General Sanitation

The way we clean and care for our animals and their environments is paramount to our lifesaving mission. It is of utmost importance to provide excellent husbandry to the animals in our care. The way we clean has a direct correlation to our live outcome rates. By following the proper procedures, we can mitigate risk of diseases and also ensure that we are sending happy and healthy animals into adoptive homes.

4.002 - Limiting Disease Transmission

Animals come to the shelter from many different levels of care; some known and some unknown. Many shelter animals may not have not received prior benefit of routine preventive health care. The stress of entering a shelter, the shelter environment itself, and several other factors contribute to an increased risk for developing illness.

When animals arrive at the shelter, they are evaluated with a physical examination, vaccinated, and may be treated for injury and illness.

We vaccinate upon intake to limit widespread disease in the population and protect each individual animal as much as possible. Vaccines are not a guarantee against infection.

Disease can be transmitted in several ways and we must work diligently to prevent transmission as much as possible. The 5 main modes of disease transmission are:

- Direct contact (one animal to another, such as nose to nose)
- Fomite transmission (germ transmission on an inanimate object, such as a mop, clothes)
- Aerosol (in the air, such as via a fan)
- Droplet (sneezing, coughing)
- Vector (via a flea, mosquito, tick, etc.)

You must wash your hands & use hand sanitizer between handling each animal and/or wear disposable gloves. Sanitizer bottles are located throughout the building.

Staff or volunteers who observe animals exhibiting any signs of illness (such as diarrhea, vomiting, sneezing, coughing, nasal discharge etc.) should immediately notify the Veterinary Team or a Supervisor.

Everyday Routine to Help Prevent Spread of Disease

1) Report any animal that appears to be sick to the Veterinary Team or a Supervisor immediately

2) Wash or sanitize your hands between each animal

3) Do not let animals housed separately interact or touch noses

4) Immediately pick up all feces once a dog has defecated on the grounds

5) After picking up the feces, wash & disinfect any cement or solid surface with Rescue disinfectant or Bleach at the appropriate dilution ratio.

6) Wash the laundry and dishes according to the protocol

7) Change trash liners on a regular basis; don’t let the trash receptacles overflow

8) Sanitize equipment; disinfect control poles, pooper scoopers etc. between use.

4.003 - Cleaning vs Sanitizing

Cleaning refers to removing all gross organic debris from a surface

Sanitizing refers to using a chemical disinfectant, such as diluted bleach or Rescue disinfectant to kill germs on an already clean surface

ALWAYS CLEAN FIRST AND THEN SANITIZE

Sanitizing agents are often inactivated when they come into contact with organic debris rendering them less effective or even ineffective against viruses, fungi and bacteria. Cleaning should ALWAYS take place prior to sanitizing.

Using soapy water, scrub the surface to loosen all gross organic debris. Use a separate wash cloth or scrubber to clean each separate cage or surface. The surface should be visibly free of organic material before you begin the process to sanitize. Once the surface is visibly free of organic material, spray the surface with the disinfectant and allow the appropriate minutes of contact time before you rinse or wipe the surface down. Allow the surface to FULLY dry before placing any new items on the surface.

What Cleaners / Sanitizers to Use:

Soapy water should be used during the cleaning process and prior to sanitizing to remove gross organic debris.

For daily sanitizing, Rescue Disinfectant should be used in all cages, and on any surfaces that are in common animal areas after the surface has been pre-cleaned at a 1:64 dilution ratio. Contact time for Rescue Disinfectant is a minimum of 5 minutes.

Rescue Disinfectant can be used at a 1:16 dilution ratio for surfaces contaminated with Ringworm

Rescue Disinfectant can be used at a 1:32 dilution ratio for surfaces contaminated with canine parvovirus or feline panleukopenia.

Bleach can be used at a 1:10 dilution ratio for surfaces contaminated with Ringworm – allow 10 minutes contact time before rinsing

Bleach can be used at a 1:30 dilution ratio for surfaces contaminated with canine parvovirus or feline panleukopenia

Sanitizing Supplies and Equipment:

All supplies used during cleaning of animal areas, or during animal handling must be cleaned and sanitized between cages / uses. Dishes, dustpans, brooms, animal handling equipment must be cleaned first and then soaked in Rescue Disinfectant at a 1:64 dilution ratio for a minimum of 5 minutes after each use.

4.004 – Dishes and Laundry

Dishes should be washed using the following procedure:

1) Wash the dishes using hot water and dish soap, remove all gross debris from the dishes during this process
2) Soak pre-washed dishes in a bleach-water solution at a ratio or 1:32 or a Rescue disinfectant-water solution at a 1:32 ratio for 10 minutes.

3) Rinse dishes once soaked for 10 minutes in hot water

Laundry should be washed using a laundry detergent. Heavily soiled laundry or laundry that may have come into contact with a sick animal should be thrown away. Be sure to shake out all laundry over a trash receptacle prior to washing to remove gross debris.

Heavy toys (such as Kongs, or any other rubber or plastic toys) should never be washed in the washing machines, as this will lead to excess wear and tear on the machines. These types of items should be hand washed only following the dish washing procedure.

The dryer lint screens must be changed daily.

USE OF BINS:
BLUE bins are for clean items
RED bins are for dirty items
Please adhere to the proper use of the color coded bins so that we can reduce cross-contamination of laundry, dishes or other items placed in the bins.

4.005 - Working in Food Prep Areas

Sanitation is the root of a healthy shelter and a key component in maintaining the health of the animals. Without proper cleaning and disinfecting, disease can spread quickly. Thorough sanitation needs to be done because disease transmission is always occurring on a low level.

- Please keep this area clean and neat.
- If food bins or litter run low, restock the area.
- Keep the wet dog & cat food on the shelves together depending on age specific, medical etc.
- Please do not leave open bags of food lying around.
- Keep the top shut tight on the food containers.
- When these food holding containers are empty, wash & refill them. Do not refill until empty, that way the older food gets used before fresh is added. Sweep up any spilled dog or cat food.

4.006 - General Housekeeping

- All employees are responsible for maintaining the general orderliness and cleanliness of their work areas.
- The front desk needs to be kept clean to promote an organized appearance. Keep floors and hallways free of debris at all times. Housekeeping is an important part of maintaining a safe work environment. It reduces the spread of disease harbored by clutter and waste and eliminates tripping and falling hazards.
- Do not eat, drink or apply cosmetics, or store food in areas where animals are handled or are within public view.

ALWAYS wash your hands in between handling animals to minimize the transmission of disease, and after handling chemicals.

Spills are to be cleaned up promptly, and a “Wet Floor/Caution” sign placed in the area until the floor is dry.

4.007 - Cat Area Cleaning Procedures

Visually check for signs of illness in all your cat population BEFORE you start cleaning. If you notice sneezing, nasal discharge, diarrhea or vomit, notify a Supervisor or the Veterinary Team and clean that bank and cage LAST. If you notice a cat gasping for breath, bleeding, drooling, seizing, or unable to get up, FIND A MEMBER OF THE VETERINARY TEAM OR A SUPERVISOR IMMEDIATELY to address its needs.

Cat Kennel Set Up:

All cats should have the ability, at a minimum, to
- Turn freely
- Easily stand, sit, and stretch
- Move his head without touching the top of the enclosure
- Lie in a comfortable position with limbs extended
- Hide if shy
- Move about and assume a comfortable posture for eating, drinking, and elimination
- Hold his tail erect (applies to cats and dogs)

This can be achieved by setting up kennels with:
- litter pan in the back corner
- food & water in the opposite corner (front)
- at least one blanket
- Kuranda bed if cage is tall enough, cardboard box on its side if not tall enough
- If a cat is fearful, drape extra blanket over Kuranda bed to cover under it or offer hiding hole through cardboard box, mammal box, or transfer kennel

Order of Cleaning Cats:

Ideally, one employee should be stationed to clean each cat room. However, when one employee cleans multiple cat rooms, it is important to follow this general order of cleaning:
Kittens under 4 months first, then adults in each section:
1) Cat Adoption Room – least vulnerable population
2) Cat Pre-Adoption Room – second least vulnerable population
3) Cat Stray Room – MOST vulnerable population
4) Cat ISO Room (Red Room) – sick animals likely to spread illness to others

Daily Spot Cleaning Procedure for cat cages:

Cats become overly stressed and more inclined to get sick when they are moved around, exposed to loud noises and strong scents (like Rescue and other cleaning products), and do not have something familiar in their space. Because of this, we only spot clean our cat cages so long as that cat is healthy, will remain in the cage and the cage is not soiled with vomit/feces/urine.
Put feral or unfriendly cats in cat boxes for the duration of their kennel spot clean. If the cat box is soiled, transfer the cat into a new cat box.
Wash or Sanitize your hands between cat cages with an alcohol-based hand sanitizer, and be sure to allow them to dry before using any new gloves.

1) Empty out litter pan, wipe out debris, and replace with new litter. If box is heavily soiled, replace the entire pan.

2) Refill food and water bowls. If dishes are soiled, replace.

3) Remove bedding and toys from cage or enclosure and shake out over trash can. If bedding or toys are soiled, replace.

4) Use a clean hand broom to sweep up all loose hair and debris in the enclosure.

5) Use Rescue cleaner to spot-clean the habitat. Pay special attention to scrub vomit, feces, nasal discharge, litter mud, etc. Spray the Rescue directly onto a clean washcloth and wipe down any visibly dirty areas of the cage, including the bars, ceiling, floor and walls. BARS SHOULD BE WIPED DOWN DAILY TO STOP BUILDUP OF BACTERIA DUE TO CATS RUBBING ON THE BARS.

6) Use a clean broom to sweep the cattery floor in its entirety and then mop using a disinfectant at the proper dilution ratio.

Deep Cleaning Procedures for Cat Cages:

Cat CAGES must be deep cleaned between cats using the following procedure:

1) Remove all bedding, toys, litterbox, and dishes from the habitat.

2) Use a hand broom to sweep up all loose hairs and debris from the habitat.

3) Using soapy water or a detergent, and a clean wash rag, scrub out the entire enclosure. Be sure to wash all surfaces, including both sides of the cage door/bars, tops and bottoms of shelves, walls, floors, corners, latches, handles, etc. All surfaces must be visibly free of ANY/ALL organic material, dirt, grime, etc.

4) Once the enclosure is dry from cleaning, saturate the surfaces with disinfectant. This includes cage doors, tops and bottoms of shelves, walls, floors, etc. Allow disinfectant to remain on the surfaces for ten minutes and then wipe the cage out with a clean washcloth.

5) Once the cage is dry, put clean and disinfected bedding, dishes, and a litterbox into the enclosure. It is vital that you allow the kennel to dry completely before adding new materials.

6) Each cat room should have its own dedicated supplies to prevent cross-contamination of contagions between populations. Each of these items must be replenished, replaced, or put back prior to leaving for the day.

Deep cleaning of cat rooms (common spaces):

Once weekly staff should perform a thorough deep clean of each cat room. This will include cleaning and then wiping down all walls and surfaces with a disinfectant.

Restocking Supplies and maintaining equipment (cat areas):

Each cat room must be re-stocked daily at the end of cleaning. This includes emptying the trash cans and relining them with a new trash bag, refilling all food and water containers that are empty, refilling litter containers, ensuring that clean litter pans, food bowls, washcloths and bedding are replenished. Each room will have dedicated containers for the items used in that area.

Any equipment used during the cleaning process must be cleaned and sanitized after use including laundering all dirty laundry, washing all soiled dishes that were removed from cages and cleaning and sanitizing all dustpans, brushes and cat handling equipment.

4.008 - Dog Area Cleaning Procedures

Visually check for signs of illness in all your dog population BEFORE you start cleaning. If you notice sneezing, nasal discharge, diarrhea or vomit, notify a supervisor or vet staff and clean that bank and cage LAST. If you notice a dog gasping for breath, bleeding, drooling, seizing, or unable to get up, FIND A MEMBER OF THE VETERINARY TEAM OR SUPERVISOR IMMEDIATELY to address its needs.

Dog kennel set up:

All dogs should have the ability, at a minimum, to
- Turn freely
- Easily stand, sit, and stretch
- Move his head without touching the top of the enclosure
- Lie in a comfortable position with limbs extended
- Move about and assume a comfortable posture for eating, drinking, and elimination
- Hold his tail erect (applies to cats and dogs)

This can be achieved by setting up kennels with:
- food & water in the side of the kennel nearest the middle walkway
- at least one blanket or Kuranda bed

Order of Cleaning Dogs:

Ideally, one employee should be stationed to clean each dog kennel. However, when one employee cleans multiple kennel areas, it is important to follow this general order of cleaning:
1) Dog Adoption Kennel – least vulnerable population
2) West and East Kennels - second least vulnerable population
3) Any dogs in medical quarantine

Daily Cleaning Procedures:

Dog kennels must be deep cleaned between dogs using the following procedure:
1) Remove all beds, toys and dishes from the kennel. Dump water bowls and place upside down

2) Poop scoop and remove as much gross organic debris from the kennel surfaces as possible

3) Spray the kennel with clean water from the hose to remove as much organic debris as possible

4) Clean and remove all accumulated debris from the drains (hair, feces, etc)

5) Scrub the kennel floors, walls and doors with a scrubber brush to remove any accumulated debris that is stuck on the surfaces.

6) Spray each kennel AND kennel walkways with Rescue disinfectant, being sure to saturate all surfaces that the dog can touch, including walls, floors and kennel doors. Allow 10 minutes of contact time before rinsing.

7) Rinse the Rescue disinfectant from the walkways and each kennel after 10 minutes of contact time

8) Squeegee all floors (walkways and kennels) until dry

9) Refill and replenish water bowls/buckets with fresh water and food bowls with fresh food in the correct amount according to the size of the dog and its nutritional needs.

Each kennel should have its own dedicated supplies to prevent cross-contamination of contagions between populations. Each of these items must be replenished, replaced, or put back prior to leaving for the day.

Restocking Supplies and maintaining equipment (dog areas):

Each kennel must be re-stocked daily at the end of cleaning. This includes emptying any trash cans and relining them with a new trash bag, refilling all empty food and water containers, ensuring that clean food bowls and bedding are replenished.
Any equipment used during the cleaning process must be cleaned and sanitized after use including laundering all dirty laundry, washing all soiled dishes that were removed from kennels and cleaning and sanitizing all dustpans, brushes and dog handling equipment.

4.009 - After Cleaning, On-going Duties:

● Spot clean animals after morning clean-up
● Disinfect and set up cages as needed
● Sweep/mop floors
● Restock supplies
● Check water for all animals
● Assist with intake of incoming animals
● Socialize those animals that are frightened or scared
● Keep all areas clean, organized and neat
● Take out trash
● Wash dishes and laundry
●Clean wire kennels, wire carriers and plastic carriers.
● Other duties as assigned

4.010 – Feeding Animals

- Adult dogs over 1 year of age will be fed Hill's Science Diet Adult Dog Food
- Puppies under 1 year of age will be fed Hill's Science Diet Puppy Food
- Adult Cats over 1 year of age will be fed Hill's Science Diet Adult Cat Food
- Kittens under 1 year of age will be fed Hill's Science Diet Kitten Food
- Some animals may be placed on special diets at the discretion of the Veterinary Team. These include, but are not limited to: neonatal animals, geriatric animals, underweight / anorexic animals

and animals with special medical needs. Pay attention to any markings or tags on the kennel cards of each animal indicating if the animal is on a special diet and follow any instructions noted.

- Cats will be free-fed unless directed otherwise by the Veterinary Team.

The feeding chart below will be used to determine the proper amounts to feed dogs. Any deviation from the feeding chart below will be at the discretion and direction of the Veterinary Team.

DOG FEEDING CHART

Based on grey scoop being 2.5 cups

Puppy (under 8 months) – feed puppy food

0-10lbs	1/2 scoop
10-20lbs	1 scoop
20-40lbs	1.5 scoops
40-60lbs	2 scoops
60lbs+	2.5 scoops

Adult- feed adult food

0-10lbs	1/3 scoop
10-20lbs	2/3 scoop
20-40lbs	1 scoop
40-60lbs	1.5 scoops
60lbs +	2 scoops

4.011 - Closing Duties

The last person to leave for the day is responsible to ensure that the following tasks have been completed.

- Check dogs and cats one last time, spot clean cages as needed
- Check water
- Check that all dog and cat kennels are closed and locked
- Check that washers and dryers are turned off
- If the weather is going to be inclement, put down beds and/or blankets
- Adjust thermostat, fans and heaters as needed
- Turn off the lights in the shelter
- Set alarms and check that the door is locked as you exit

Section 5 – Records

5.001 - Using Memos in Petpoint

Our goal is to have information about a specific animal all in one place in the computer record. This helps us to avoid the mistakes that can occur when important information is not available to people when they need it. It is imperative that you use this format to communicate. Before any decision is made about an animal, the Animal Services Manager will review the computer record for that animal.

The following memo types are INTERNAL and will **not** appear online as part of an animal listing:

Adoption Interest
General Animal Note
Intake
Medical
Owner Info
Rescue Tag
Supervisor Note
Foster Notes
Behavior

The following memo types are EXTERNAL and **may** appear online as part of an animal listing. Staff must be cautious to not include confidential or privileged information if using these memo types:

Lost and Found
Happy Tails
Online Licensing
Petango/Adoption Description
Transfer Network
Twitter

5.002 - Medical Records

Detailed medical histories, including medical care provided at the shelter and any known existing medical records prior to the animal's arrival at the shelter will be maintained in Petpoint.

Medical care provided at the shelter will be recorded on each animal's medical view report in Petpoint. Any person providing medical care to an animal will be responsible to ensure that the medical record is updated at the time to medical care is provided.

Medical care performed prior to the animal entering the shelter system will be scanned and uploaded to the animal's files. A memo will be entered to alert the staff that there are medical records uploaded to the animal's files.

All medical records, including ones uploaded as animal files, will be provided to the new owner at the time ownership is transferred.

5.003 - Intake and Outcome Records

All animals entering the shelter must have detailed and accurate information recorded including the date, time, exact location (including city), person(s) associated with the animal and reason/circumstances for impoundment recorded in Petpoint. Any person associated with the animal (finder or owner surrendering the animal) must sign a surrender form acknowledging that they are transferring the animal to the care of the shelter and relinquishing their custody and/or legal rights to the animal.

All animals leaving the shelter must have detailed and accurate information recorded including the date, time, type of disposition (adoption, euthanasia, transfer to rescue, return to owner, etc.), person associated with the outcome (adopter, owner reclaiming, rescue representative, etc.). Any person that ownership of an animal is transferred to must sign a contract acknowledging that they are assuming legal custody and/or ownership of the animal.

5.004 - Person Records

Each person that does business with the shelter will be entered into Petpoint as a separate individual and Petpoint will assign a Person ID number. Be sure to search each person in Petpoint to see if they are already entered in the database as a customer before creating a new person record.

Collect the following information for each person being entered into Petpoint:

1) Full legal name (First, MI, Last)
2) Current address (may be different from address on driver license or ID card)
3) Phone number(s)
4) Driver's license or government issued ID number, issuing agency
5) Date of birth

A scanned copy of their driver's license or other government issued ID must be uploaded to the person files.

5.005 - Open Records Requests

As a public entity, the City of San Marcos is subject to the Public Information Act. Any and all information that we collect and store is subject to open records requests by any member of the public at any time. It is important to ensure that we are collecting and keeping accurate data at all times and documenting daily procedures at the shelter so that we can provide transparency to the public.

If you receive a request for information that is not typically information that we would provide to a customer freely, refer that person to a Supervisor so that they can determine if we need to refer the requestor through the proper channels to make an open records request for the information.

Remember that we may have information stored that is privileged, and we must always be good stewards of this type of information. Never give out personal information about a customer, co-worker or any other person to anyone not authorized to receive that information. When in doubt, your Supervisor can provide guidance on what information may be privileged or subject to open records requests. Fore more information on the Public Information Act, visit www.texasattorneygeneral.gov

5.006 - Confidentiality of certain information

Information that is considered confidential includes, but may not be limited to:

1) Names, home addresses, personal phone numbers or other contact information of customer, employees, volunteers or any other person.
2) Driver's license or government issued ID numbers
3) Dates of birth
4) Human medical records
5) Information of persons who are minors

Be prudent to ensure that any forms that we provide to a customer are redacted if confidential information exists. An example of this would be redacting previous owner information from a rabies certificate before giving the certificate to an adopter.

Information that is confidential may, in some cases, still be subject to open records requests, however, we can not freely give this information out to an unauthorized person without a ruling from the Texas Attorney General stating that the information is subject to the Public Information Act.

5.007 - Finance Records, Purchasing and Money Handling

Making a Receipt

All financial transactions will have a receipt made in Petpoint and the money will be deposited the next business day. This includes credit card, debit card, check and cash transactions, as well as small bill or cash donations made in donation jars. Receipts MUST include a person name unless it is an anonymous donation (such as money left a donation jar). If the receipt is for a check transaction, include the check number in the notes section of the receipt.

Refunds

Refunds for adoption fees or other transactions will be considered by Supervisors or the Animal Services Manager on a case by case basis for reasons of medical or behavioral issues that the shelter did not know about or did not disclose to the adopter or for pre-adopted animals who were reclaimed by their legal owner prior to adoption finalization.

Money Handling

All staff members may be required to handle money. It is the responsibility of each staff member who handles money to handle it with integrity. Theft of any kind will never be tolerated. Staff members who will have access to the cash drawer keys are the Lead Shelter Technicians, Animal Adoption Specialists, Animal Protection Specialists, Supervisors and the Animal Services Manager.

Cash Drawer Closing Steps

- Cash drawer should be locked when not in use
- All bills facing the same way
- If large cash donation comes in, create receipt in PetPoint and place in cash drawer immediately.
- Ensure all transactions have receipts that are fully filled out in PetPoint (name, address, check #, etc.)

- Key for deposit lock bags should be locked in cash drawer at end of shift
- Count drawer at beginning of shift to ensure $200 base. Initial spreadsheet.
- Place all cash and checks in drawer throughout shift and ensure drawer is locked in between uses.
- Count drawer at end of shift. Count all cash in drawer including coins.
- Enter bill and coin count into spreadsheet
- Total checks and enter into spreadsheet
- Run end of shift Cash Report and compare to cash deposit amount
- If there are any discrepancies, attempt to reconcile them and notify the supervisor and Administrative Assistant via email.
- Initial spreadsheet when done
- Place any cash over $200 and all checks in deposit lock bag
- Lock deposit bag and place key to bag in cash drawer and lock for the night
- Check donation jar
    a. Small amount – leave for "seeding" to encourage more donations
    b. Large amount – create donations receipt in PetPoint and add to deposit

Trap Deposits

- Keep active deposits (check or cash) and signed agreements in small lock box (separate from regular cash drawer)
- Keep key for small lock box in regular cash drawer
- When the trap is returned, return deposit to customer if possible
- If unable to return deposit:
    a. Cash: Contact customer immediately, then one week later if no response create a receipt for donation and place in cash drawer.
    b. Check: Shred unclaimed checks right away

Packages

- Check name and address
- Anything marked Refrigerate or Perishable must be unpacked right away.
- Take all medical supplies to vet services to check. Other packages can be left for admin to check.
- If you do unpack a box, check contents against packing slip. Ensure items are in good condition/working order.
- If everything is in order, initial packing slip and place in inbox by Animal Shelter Supervisor's office for admin or Incoming Mail folder in Receiving.
- If items are missing, broken, etc., set items aside for admin. Do not discard or use these items.
- Send admin an email describing exactly what was wrong, include pictures if possible.

Mail

- Items related to rabies should be given to the Animal Protection Supervisor
- Invoices and general mail can be placed in the Admin Inbox in Adoptions/Incoming Mail folder in Receiving.

Purchase Requests

- All purchase requests must be approved by a supervisor
- Detailed descriptions of complex orders can be sent to the admin via email but must still be approved by supervisors and/or manager before being purchased.

Section 6 - Veterinary Services

6.001 - Security of Controlled Substances

The shelter maintains licensures through the DEA (Drug Enforcement Agency) to possess certain controlled substances. Possession, use and documentation of these medications are strictly controlled by federal laws that MUST be followed at all times.

All controlled substances in the shelter's possession must be kept behind a minimum of TWO differently keyed locks at all times.

If kept in a keyed lock box, the keys must not be stored near the lock box and the keys for each separate lock must not be stored together.

If kept in a combination lock box, only the registrant on the DEA license and as few responsible individuals as possible should know the combination. Whenever anyone who knows the combination is terminated from employment, the combination(s) must be changed.

Schedule I and II controlled substances (such as sodium pentobarbital) must be stored in a safe or steel cabinet of substantial construction. If the safe or cabinet is less than 750 pounds in weight, it must be mounted or secured to a structure of substantial construction (e.g., bolted to the wall or floor, or embedded in concrete). The safe or cabinet should have an inner and outer door with the locks for each door keyed differently.

Schedule III, IV and V controlled substances should not be stored in a wall mounted controlled substance lock box with two doors and two locks, each keyed differently.

Each controlled substance will have a separate log book to record usage of the drugs. Each log will be kept in a bound book and will include the following information: bottle number, starting amount, amount used, remaining amount after use, purpose of use, animal ID number associated with the use and initials of person administering the drug.

All controlled substance logs MUST be accurately maintained and regularly audited by the Animal Services Manager, the Veterinarian or their designees. Any inaccuracies with a controlled substance log must immediately be reported to the Animal Services Manager.

Only employees certified in the use of certain drugs and/or authorized by the Animal Services Manager may handle controlled substances.

Failure to adhere to DEA regulations on the possession and use of controlled substances will result in disciplinary action, up to and including termination and may result in criminal penalties.

6.002 - Spay/Neuter Surgery

Spaying and neutering should be viewed as part of the basic wellness program. All animals should be altered before being adopted. State law requires that all animals adopted from an animal shelter be spayed or neutered. It also sets a great example for the community. Animals scheduled for surgery are not to be fed the night before or the morning of surgery. Water should not be withheld.

Recovering animals will need a blanket/towel over the kennel until they have completely recovered from anesthesia. The person returning the animal to the cage/kennel is responsible for setting the kennel up with clean food & water, litter boxes & clean blanket/towel.

Spay/neuter surgeries will be performed by the attending Veterinarian and the Veterinary Team following AVMA (American Veterinary Medical Association) and TVME (Texas Board of Veterinary Medical Examiners) guidelines and protocols.

6.003 - Vaccination protocols

Animals in the care of the shelter will receive vaccinations as boosters as recommended by the AVMA and TVME, and at the discretion of the Veterinary Team.

A general vaccination schedule is as follows:

<u>At the time of Intake:</u>

Dogs of any age will receive a Modified Live DAPP Vaccine
Dogs over 4 weeks of age will receive a Bordatella Vaccine
Cats of any age will receive a Feline RCP Vaccine

<u>Prior to adoption:</u>

All cats, dogs and ferrets over 4 months of age will receive a Rabies Vaccine

<u>Booster schedule:</u>

All dogs and cats under one year of age that remain in the care of the shelter will receive boosters of the DAPP or Feline RCP Vaccines at the discretion of the Veterinarian. At the time of adoption, reclaim or other transfer of ownership, the booster schedule will be provided to the owner and it will be their responsibility to ensure that they follow the schedule at the veterinary care facility of their choosing.

Dogs that remain in the care of the shelter will receive Bordatella Vaccine boosters once every 6 months.

Dogs that remain in the care of the shelter will receive annual DAPP Vaccine and Rabies Vaccine boosters.

Cats that remain in the care of the shelter will receive annual Feline RCP Vaccine and Rabies Vaccine boosters.

6.004 - Monitoring of Animal Health

It will be the responsibility of all employees to provide ongoing health monitoring for all animals in the care of the shelter and to report any health concerns to the Veterinary Team and / or a Supervisor in a timely manner. The following checklist will assist staff in their daily monitoring of animal health:

Is the animal eating?
Is the animal drinking?
Is the animal coughing or sneezing?

Is there nasal discharge? What color is it? Clear? Green? Yellow?
Is there eye discharge? What color is it? Clear? Green? Yellow?
Is the animal vocalizing in pain?
Is the animal vomiting?
What does the animal's stool look like? Loose stool? Diarrhea? Not defecating? Blood in stool?
What does the animal's urine look like? Foul smell? Dark in color? Not urinating? Blood in urine?
Is the animal: Bright? Alert? Responsive? Lethargic?
Are there noticeable wounds?
Is there noticeable hairloss?
Is the animal scratching/pawing at its ears or mouth?
Is the animal drooling?
Is the animal limping / seem lame on any legs?
Does that animal's overall appearance seem thrifty (does it appear groomed/clean vs greasy/matted)?

6.005 - Contagious Illness Isolation

Any animals identified to have a contagious illness or who have been exposed to a contagious illness will be placed into isolation by the Veterinary Team or a Supervisor. Animals in isolation should only be handled by authorized staff and proper PPE should be worn at all times to protect the employee and to minimize the risk of disease spread among the shelter animals. Animals will be released from isolation at the end of treatment and once they are determined to no longer be contagious by the Veterinary Team.

A full clean procedure should be done daily in isolation areas (not a spot clean).

Animals in isolation areas must be monitored multiple times daily to ensure that their health is not declining.

Any and all decisions made regarding contagious illness management will be at the discretion of the Veterinary Team and the Animal Services Manager. The Veterinary Team has the authority to amend any and all protocols in real time and as they deem necessary to promote the health and wellbeing of the animals in the shelter.

6.006 – Zoonoses

Zoonoses, otherwise known as Zoonotic Diseases, are diseases that may be transmitted from animals to people and/or from people to animals. Examples of zoonoses include:

Rabies
Salmonella
Brucellosis
Leptospirosis
Anthrax
Toxoplasmosis
Bartonella (cat scratch fever)
Lyme Disease
Ringworm
Cryptosporidiosis
West Nile
Q fever
Psittacosis
Giardiasis

Tularemia
Avian and Swine Influenzas
Listeriosis
Ebola
Rocky Mountain Spotted Fever
Trichinellosis
Toxocariasis

Many of these diseases are very serious in nature and can be fatal or disfiguring if left untreated. It is the responsibility of all employees to wear appropriate PPE, encourage and enforce the use of proper PPE by others (volunteers or other employees), limit zoonoses exposure to themselves and others by following all correct procedures and protocols for the areas they are working in, report medical concerns to the Veterinary Team and / or a Supervisor, report all bites and scratches immediately their Supervisor.

It is important for all professional animal handlers to seek training in zoonoses and to understand and mitigate their own individual risks. For more information on zoonses, visit the Department of State Health Services website at www.dshs.gov

6.007 – Microchipping Required:

All animals that enter SMRAS will be implanted with a microchip before leaving the facility for adoption, rescue or foster. Exceptions may be made at the discretion of the Veterinary Team for animals that are too unhealthy at the time of their departure to be microchipped, or for neonatal animals that are too small to be safely microchipped.

6.008 – Veterinarian authority for medical decisions:

The Animal Services Manager gives full discretion and authority to the Veterinarian for any and all medical decisions, including medical euthanasia, housing and husbandry alterations during times of disease risk or outbreak and temporary changes in any shelter protocols to mitigate disease risks. The Veterinarian may make any and all decisions that pertain to the health and care of the animals at the shelter without the need to confer with the Animal Services Manager first or make permanent changes to these SOP's. The challenging and fluid nature of disease management means that we sometimes need to make temporary changes to the way that we are doing things to mitigate unusual circumstances. Staff is to adhere to the direction of the Veterinarian for animal care or medical matters.

6.009 - Veterinarian and Veterinary Technicians:

For the purposes of general supervision, the Veterinary Technicians report directly to the Veterinarian. Veterinary Technicians are to adhere to the direction of the Veterinarian in their daily functions. Veterinary Technicians should report any absences (scheduled or unscheduled) to both the Animal Shelter Supervisor and the Veterinarian. The Animal Shelter Supervisor will be responsible for the Veterinary Technicians' payroll, training and administrative needs, but will work in tandem with the Veterinarian for any disciplinary needs pertaining to their job performance. The Veterinarian will work in tandem with the Animal Shelter Supervisor to conduct annual performance evaluations for the Veterinary Technicians.

6.010 – Care of Kittens and Fading Kitten Protocol:

Morning (8am):

- First kennel tech to arrive at the shelter needs to walk through all kitten kennels and ensure all kittens are responsive. If any are minimally responsive or cold to the touch, begin fading kitten protocol
- If any kittens are suspected to be deceased: check for breathing or heartbeat- if alive start fading kitten protocol. If already deceased- save for last as they are not urgent.
- Begin heating up heating discs
- Every kitten under 8 weeks old should get a heating disk. Place 1 thin blanket or towel over the heating disk but not more to make sure the kitten gets plenty of heat.
- Make gruel: Use blender or hand mix powdered milk, canned kitten food, and small amount of warm water (add water teaspoon at a time) until smooth but not soupy consistency
- Offer gruel to all kittens between 3-6 weeks old
- If kittens are not eating gruel-ensure they are warm/alert
- if not: start fading protocol and alert vet suite
- if so: syringe feed, offer a bottle and alert vet suite
- Kittens under 3 weeks old have to be bottle fed, gruel can also be offered if they are over 2 weeks. Make the milk according to KMR can instructions.
- Alert any sick kittens (urine or fecal scalding, URI, diarrhea, lethargy, inappetence) to vet suite

Afternoon (1pm):
- Walk through all kitten kennels and ensure all kittens are responsive
- Make sure every kitten has heating disc and check heating discs and make sure they are still warm
- Bottle feed any kittens that need to be bottle fed
- Offer fresh gruel

Evening (right before closing):
- Walk through all kitten kennels and ensure all kittens are responsive
- Make sure bedding is clean and dry
- Make sure every kitten has heating disc and warm all heating disks again
- Bottle feed any kittens that need to be bottle fed
- Offer fresh gruel

6.011 – Deceased Animal Protocol:

Although unfortunate deceased animal handling is an important factor of the job and you will likely encounter a deceased animal especially during kitten season.

If you encounter a deceased animal:
- Put on gloves!
- Confirm death-check for heartbeat, breathing, pupil dilation (pupils will be very large when animal is deceased), white gums, stiff or in rigor mortis, temperature to the touch (deceased animals will be cold).
- Alert vet suite so they can determine if infectious disease is suspected. Once vet suite determines its ok to continue, bag them (in an appropriate sized bag) and place in the deep freeze in Sallyport. You can attach the kennel card to the bag so the animal is identified.
- Outcome the animal in Petpoint as deceased

Section 7 -Animal Protection

7.001 – Animal Protection In General

The City of San Marcos Code of Ordinances Chapter 6 pertains to animal control and animal welfare within the incorporated city limits of San Marcos. The Animal Protection Supervisor and the Animal Protection Team are responsible for the enforcement of animal ordinances, as well as state laws pertaining to animal welfare.

The goals of our Animal Protection program are not only to enforce animal laws, but to help our community in all aspects of responsible pet ownership and care. Ultimately, we want to create programs that will foster the human-animal bond in our community, and address animal welfare concerns at their core. The Animal Protection Team will take a proactive approach to animal law enforcement, addressing issues in the community with outreach and compassion over standard enforcement.

Although standard enforcement of laws is often necessary to gain compliance, the Animal Protection Team will proactively examine all available resources and avenues to help pet owners gain compliance before proceeding to enforcement. We must always be cognizant of ways that we can work with the community to prevent problems from happening in the first place and from a place where proactivity takes precedent over reactivity.

7.002 - Bite Quarantine

Any dog, cat or domestic ferret suspected of biting a human will be placed into a mandatory rabies quarantine for 10 days (240 hours) from the time of the bite incident regardless of the circumstances or vaccination status of the animal. The animal will be confined for the rabies quarantine period in a kennel that has three walls, a ceiling, a gate that can be secured by lock, is out of the view and reach of the public, and is reasonably secure to prevent the animal from escaping.

During the rabies quarantine period, the animal may not be handled by staff or removed from the kennel except to provide necessary medical care as deemed necessary by a veterinarian. If the animal must be handled by staff during the quarantine period, all efforts should be made to limit the number of people authorized to handle the animal and documentation of the staff members, dates, times and reasons for the handling must be well documented in a memo on the animal's record.

The Animal Services Manager is designated as the Local Rabies Control Authority (LRCA) for the City of San Marcos.

A daily log will be kept affixed to the animal's kennel where the Animal Protection Team or the Animal Shelter Team will document the animal's health status twice daily (morning and afternoon) to observe for clinical signs of rabies. If an animal displays and changes in health or behavior during the rabies quarantine period, the LRCA will consult with the Veterinary Team to determine if humane euthanasia and rabies testing are appropriate.

This rabies quarantine SOP will be displayed on the kennel with the daily log.

A RED sign that marks the animal as a Rabies Quarantine will be displayed on the animal's kennel

The kennel gate will remain locked with a keyed padlock at all times during the rabies quarantine period.

Home quarantine may be considered only if the following criteria are met:

1) The bite occurred while the animal was legally confined on the owner's property and not running at large; **and**,
2) The animal is currently vaccinated for rabies at the time of the bite.

Decisions on whether or not to allow a home quarantine if the above criteria are met will be at the discretion of the investigating Animal Protection Officer.

Owner relinquishment for bite quarantine:

Owners of biting animals will fill out and sign a Quarantine Release form. This form will state the following:

1) That they are voluntarily relinquishing their pet for rabies quarantine.
2) The date and time that the quarantine ends and the animal needs to be picked up
3) Authorization for the shelter to humanely euthanize and test the animal for rabies if the animal displays health or behavioral changes during the rabies quarantine period that the LRCA and/or Veterinary Team deem possible clinical signs of rabies.

If the owner chooses to permanently surrender a biting animal, have them fill out an Owner Surrender form and authorize euthanasia of the animal. The Animal Services Manager will determine if euthanasia or quarantine is appropriate on a case-by-case basis.

Owners will pay the full amount due for the rabies quarantine at the time they sign the Quarantine Release form. A Supervisor or the Animal Services Manager can authorize any waivers or reductions in the quarantine fee as determined necessary. If an owner is permanently surrendering the animal, they will still be required to pay the rabies test submission fee and owner request euthanasia fee at the time of surrender (See section 1.006 – Fee Schedule).

Documentation of bite histories on animal records:

Any animal known to have been involved in a biting incident must have the incident documented in the animal details record in Petpoint.

Reporting of bites that occur at the shelter:

All staff members are responsible to report any bites or scratches that occur on city property to their Supervisor AND a member of the Animal Team immediately. If any person is bitten or scratched at the shelter, direct that person to immediately wash the wound with antibacterial soap and warm water for at least 60 seconds. If the bleeding is not profuse, allow the bleeding to continue while the wound is being washed. A member of the Animal Protection Team or a Supervisor will fill out a bite report and a First Report of Injury immediately after the victim is finished washing the wound and determine whether or not additional medical treatment is needed or requested by the victim. A copy of the First Report of Injury will be emailed to the Animal Services Manager and to Risk Management (riskmanagement@sanmarcostx.gov) within 24 hours of the incident occurring. If the wound was a bite (tooth to skin contact with skin broken) the biting animal will be immediately placed into bite quarantine. If the wound was a scratch (toenail to skin contact with broken skin), the Animal Protection Team will determine if there was any risk of rabies through the contact and quarantine the animal accordingly.

7.003 - Citizen Contacts

At a minimum, each citizen contact shall include the following:

1) Verifying proof of rabies vaccination and/or city license
2) Asking whether the animal is microchipped, spayed / neutered
3) Providing resources for microchipping, spay / neuter for animals

7.004 - Citations

Animal Protection Officers are authorized to issue citations for violations of city ordinance as determined by their own discretion, however, they are *encouraged* to make every possible attempt to work with citizens to obtain compliance without issuing citations beforehand. The first goal of the Animal Protection program should be to educate the public on responsible pet ownership to obtain compliance.

7.005 - Humane handling of animals

It will be the duty of all staff to practice humane animal handling at all times and to obtain sufficient training and knowledge on humane animal handling practices and equipment.

7.006 - Use of catchpoles and other handling equipment

The responsible use of animal handling equipment, such as catchpoles, is authorized on an ***as needed*** basis (necessary to prevent injury to the staff member) for any staff that has received competent training on the use of such equipment. Staff will make all attempts to make the experience as stress free as possible for the animal and take necessary steps to reduce chances of injury to the animal. Catchpoles should be placed around the animal's shoulder whenever possible (not the neck only) and should not be tightened so much so that the animal's airway is obstructed. Animals shall not be "dragged" on catchpoles, but should be carried either by two people (muzzled) or placed onto a wheel cart for transport if the animal is unable or unwilling to walk.

7.007 - Animal Cruelty Investigations and criminal cases

Animal Protection Officers are authorized by State Law to conduct animal cruelty investigations, seek warrants for cruelly treated animals, and file criminal charges in a court of competent jurisdiction. All procedures listed in the Texas Health and Safety Code Chapter 821 shall be adhered to during the course of an investigation.

7.008 - Animal Protection Officer required training

As a condition of employment, all Animal Protection Officers are required by city policy and state law (Texas Health and Safety Code Chapter 829) to obtain and maintain certification as an Animal Control Officer through the Texas Department of State Health Services (DSHS). It is the responsibility of every Animal Protection Officer to keep track of their required continuing education hours (CEU's) and report any training needs to maintain their certifications to the Animal Protection Supervisor so that they can schedule needed training. The Animal Protection Supervisor will maintain records on all CEU's for all members of the Animal Protection Team and will periodically audit the education records of staff to ensure that CEU's are kept current. If an Animal Protection Officer lapses in their required CEU's, they will not be able to perform their job functions until they become re-certified through DSHS.

7.009 - Field Notes and Reports

Animal Protection Officers are required to keep detailed field notes on every call for service that they respond to. These notes should include at a minimum; the date and time they made location,

what they observed (using all 5 senses), description and identifying information for any animal(s) involved, documentation of any conversations that they had with citizen contacts, contact and identifying information for all citizen contacts, details on how the call was resolved, notes on any follow ups needed.

A full incident report will need to be written for any case where a citation is issued, criminal charges are being filed, a seizure warrant is applied for, or bodily injury to a person or animal has occurred. This report will be a chronological and factual recounting of all details regarding the incident (date/time of incident, location of incident, identifying information for all parties involved, identifying information for all animals involved, detailed description of officer's findings at the scene, detailed account of statements given by all involved parties, documentation of any evidence collected, conclusion of investigatory findings by officer). This report will be submitted to the municipal, county or JP court that has competent jurisdiction over the case to be included in any prosecutorial proceedings.

7.010 - Return to owner in the field

Animal Protection Officers should make any and all prudent attempts to locate the owner of an impounded animal while still in the field, including scanning for microchips, checking for tattoos, leg bands and ID tags, speaking with people in the area to see if the animal is known to live in the area and where. When possible and determined to be in the best interest of the animal, the officer should take the animal home and work to educate the owner on the importance of keeping their animal restrained. At times, citations may be deemed appropriate at the officer's discretion.

7.011 - Portable Audio/Video Recorders

This policy provides guidelines for the use of portable audio/video recording devices by members of this Department while in the performance of their duties. Portable audio/video recording devices include all recording systems whether body-worn, hand-held, or integrated into portable equipment.

TERMS AND DEFINITIONS
Portable Audio/Video Recorders - Any Department issued audio/video recording device designed to be worn on the uniform when on-duty. The portable recorders include the:

A) Body Worn Camera (BWC) - A Department-issued device which can be worn on the body (uniform) and is designed to capture digital multimedia documentation of an event.
1. The BWC should be activated in combination with the Mobile Audio/Video (MAV) device.
2. The BWC is the back up to the MAV device in the event of a malfunction.

B) Digital Voice Recorder (DVR) - A Department-issued device which can be worn on the body (uniform), and is designed to capture digital audio documentation of an event.
1. The DVR does not have to be activated in combination with the MAV or BWC devices.
2. The DVR is the backup to both the MAV and BWC devices in the event of a malfunction.

USE:

SMRAS will provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public. All Department officers shall use the portable recording devices consistent with this policy.

MEMBER PRIVACY EXPECTATION:

All recordings made by members on any Department-issued device at any time, and any recording made while acting in an official capacity of this Department, regardless of ownership of the recording device used, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

MEMBER RESPONSIBILITIES:

(a) Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with the portable recorders issued by the Department, and that the recorders are in good working order.
   1. Each officer should have adequate recording media for the entire duty assignment.
2. At the end of the shift, each officer will follow the established procedures for classifying, downloading, and assigning of recordings in the Department authorized data storage system.

(b) If either portable recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable.

(c) Uniform and non-uniform members:

1. Uniformed members should wear the recorders in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.
2. Any member assigned to a non-uniformed position should have the Department issued portable recorders available for use while on duty.

(d) All members shall follow the recording requirements contained in this policy.

(e) Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

(f) No notice is required when conducting a lawful recording in an authorized undercover capacity.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation. In addition, members should document instances in which the member did not activate the device at all and the reason for such a decision (Tex. Occ. Code § 1701.657).

REQUIRED RECORDING DEVICE TESTING:

(a) Officers shall test the BWC and DVR equipment:
   1. Prior to the start of the assignment, and
   2. When the device has been repaired or replaced for an approved reason.

(b) The test should include:
   1. "Record" button activations;
   2. DVR voice activation;

3. Conducting at least a minimum system recording requirement of forty (40) seconds that includes:
   A. Officer name;
   B. Officer badge number, and
   C. The current date and time.
4. Verifying each device has an adequate power source, and
5. Verifying the device is properly affixed/positioned for optimal use:
   (a) The BWC should be worn above the midline of the torso and in a position designed to produce the most effective recording;
   (b) The DVR should be worn in the chest pocket area for easy activation and to produce the most effective recording;
   (c) Using the locations above, officers should assess the best location dependent on body shape and size for proper positioning.
6. Officers should review the recordings to verify the BWC, DVR, and related equipment are functioning properly, optimally positioned, and the date and time are accurate.
   7. This pretest can be performed simultaneously with the in-car recording system pretest.

SUPERVISOR RESPONSIBILITY:

(a) Supervisors shall record all contacts with individuals who are reporting a complaint against a member of the Animal Protection Team.

(b) As part of the Department established "Tape/Call Review," supervisors should also validate that:

1. Beginning-of-shift testing procedures are followed;
2. BWC and DVR systems assigned to their officers are in working order;
3. Officers are properly using the BWC and DVR systems as required by

Department policy and training;

4. Officers are properly classifying, downloading, and assigning recordings in accordance with current Department procedures for storing digital files and evidence,
5. New officers' operation of the BWC and DVR systems is assessed and reviewed no less than monthly while the new officer is on probationary status.

ACTIVATION OF THE AUDIO/VIDEO RECORDER:

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident. The recorder should be activated in any of the following situations:

(a) All field contacts involving actual or potential criminal conduct within video or audio range:

1. Priority responses;
2. Citations
3. Physical or verbal confrontations or use of force;
4. All Citizen Contacts
5. Crimes in progress, and
6. Responding to an in-progress call.

(b) Any contact or incident that would not otherwise require recording, but changes to meet requirements for recording. In those situations, it may be impractical or unreasonable for officers to activate their BWC or DVR system before taking police action;

1. Officers shall begin recording once the immediacy of the situation is over.
2. It is expected that the remainder of the situation will be recorded.

(c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect, including:

1. Animal Cruelty
2. Animal at Large

(d) Any other circumstance where the officer believes that a recording of an incident would be appropriate. Activation of the recording system is not required when exchanging information with other officers, during breaks or lunch periods, or when not in service or not actively on patrol. Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy concerns may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer an issue unless the circumstances no longer meet the criteria for recording. At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable and safe to do so.

CESSATION OF RECORDING:

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer meets the criteria for activation. The recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

(a) For the purpose of this section, the conclusion of an incident has occurred when:
   1. All witnesses and victims have been interviewed, and
   2. All arrests have been made, arrestees have been transported.

(b) The recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations where no further law enforcement action is likely to occur

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SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER:

Texas law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission (Tex. Penal Code § 16.02). Members may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

No member of this Department may surreptitiously record a conversation of any other member of this Department except with a court order.

EXPLOSIVE DEVICE:

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

PROHIBITED USE OF PORTABLE RECORDERS:

Members are prohibited from using Department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in an official capacity. Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with Department issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate Department business purposes. All such recordings shall be retained at the Department. Members are prohibited from using personally owned recording devices while on-duty. Recordings shall not be used by any member for the purpose of embarrassing, harassing or ridiculing another person.

RETENTION OF RECORDINGS:

All recordings shall be retained for a period consistent with the requirements of the established records retention schedule, but in no event for a period less than ninety (90) days.

RELEASE OF AUDIO/VIDEO RECORDINGS:

Requests for the release of audio/video recordings shall be processed in accordance with the City Policy for Open Records Requests.

IDENTIFICATION AND PRESERVATION OF RECORDINGS:

To assist with identifying and preserving data and recordings, members should download, tag, or mark these in accordance with procedure and document the existence of the recording in any related case report. A member should transfer, tag, or mark recordings when the member reasonably believes:

(a) The recording contains evidence relevant to a potential criminal, civil, or administrative matters;
(b) A complainant, victim, or witness has requested non-disclosure;
(c) A complainant, victim, or witness has not requested non-disclosure, but the disclosure of the recording may endanger the person;
(d) Disclosure may be an unreasonable violation of someone's privacy;
(e) The recording contains medical or mental health information;
(f) Disclosure may compromise an undercover officer or confidential informant, or
(g) The recording or portions of the recording may be protected under Tex. Occ. Code § 1701.660 et seq. or the Texas Public Information Act. Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

REVIEW OF RECORDED MEDIA FILES:

When preparing written reports, members should review their recordings as a resource for information. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

All recording media, recorded images, and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited, except to the extent permitted or required by law. To prevent damage to or alteration of the original recorded media, it shall not be copied, viewed, or otherwise inserted into any device not approved by the Department, MAV technician, or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations:

(a) By officers for use when preparing reports or statements;
(b) By a supervisor investigating a specific act of officer conduct;
(c) By a supervisor to assess officer performance;
(d) To assess proper functioning of MAV systems;
(e) By Department investigators who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation;
(f) By Department personnel who request to review recording under established departmental policy and procedures;
(g) By court personnel through proper process or with the permission of the Animal Protection Supervisor or their authorized designee;
(h) To assess possible training value;
(i) For training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the command staff to determine if the training value outweighs the officer's objection;
(j) By a supervisor during periodic reviews for compliance with racial profiling laws (Tex.Code of Crim. Pro. art. 2.132), and
(k) As may be directed by the Animal Protection Supervisor or the authorized designee.

No member of SMRAS shall obtain, attempt to obtain, convert, or attempt to convert any information from Department video files for personal use or unauthorized use by another person. In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any member

7.012 - Body Armor

The purpose of this policy is to provide officers with guidelines for the proper use of body armor.

It is the policy of SMRAS maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, officers must utilize reasonable tactical and safety procedures to reduce the potential for injury.

Body armor shall be issued when an officer begins service at SMRAS and shall be replaced when the body armor becomes worn or damaged to the point that its effectiveness or functionality may be compromised.

BODY ARMOR USE:

Generally, the required use of body armor is subject to the following:
(a) Members shall only wear Department-approved body armor.
(b) Members shall wear body armor any time they are in a situation where they could reasonably be expected to take enforcement action (e.g., working in the field, execution of a search warrant).
(c) Members shall wear body armor when working in the field and in uniform. exercises at the range, or whenever the range master requires this level of protection.
(d) Members are not required to wear body armor when they are functioning primarily in an administrative or support capacity and would not reasonably be expected to take enforcement action.
(e) In those instances when body armor is not worn, officers should have reasonable access to their body armor.

BODY ARMOR INSPECTION:

Supervisors should ensure through routine observation and periodic documented inspections that body armor is worn and maintained in accordance with this policy.

CARE AND MAINTENANCE:

The required care and maintenance of body armor is subject to the following:
(a) Members are responsible for inspecting their body armor for signs of damage or wear, and for cleanliness at the start of each shift.
- Unserviceable body armor shall be reported to the supervisor.

(b) Members are responsible for the proper storage of their body armor.
- Body armor should not be stored for an extended period of time in an area where environmental conditions (e.g., temperature, light, humidity) could potentially degrade its effectiveness.

(c) Members are responsible for the care and cleaning of their body armor pursuant to the manufacturer's care instructions.
- Body armor should not be exposed to any cleaning agents or methods not specifically recommended by the manufacturer.
- Failure to follow manufacturer's care instructions may damage the ballistic performance capabilities of the body armor. If care instructions for the body armor cannot be located, the manufacturer should be contacted to request the instructions.

(d) Body armor should be replaced in accordance with the manufacturer's recommended replacement schedule, or when its effectiveness or functionality has been compromised.

Section 8 – Foster and Volunteer Programs

8.001 – Foster Program

The Foster Program allows the shelter to place animals into temporary homes while they undergo medical treatment, certain behavioral modification trainings, receive age-related critical care or otherwise await adoption. The foster program should be utilized in a manner that helps the greatest number of animals in a responsibly managed way. The goal of the Foster Program is to increase live outcomes from the shelter by increasing the shelter's capacity to provide care for vulnerable animals. The Foster Program Coordinator will maintain guidelines for staff and foster parents and will communicate any changes in the program guidelines to staff and foster parents as those guidelines are amended from time to time. The Foster Program Coordinator or the Animal Services Manager may place limits on the number of animals that can be placed into the Foster Program at any one time, based on the current needs of the shelter.

<u>In general, animals that are immediately eligible for foster include:</u>

Cats or dogs that have been at the shelter for more than 30 days with no adoption interest
Neonatal animals (under 6 weeks of age)
Geriatric animals
Animals with special medical needs
Animals that are stressed in the shelter environment
Heartworm positive dogs are eligible for foster OR foster-to-adopt
Kittens/puppies over 6 weeks of age but under 2 pounds are eligible for foster OR foster-to-adopt

The Foster Program Coordinator, Supervisor or the Animal Services Manager may authorize additional animals to go into foster or foster-to adopt on a case by case basis as the need arises.
Animals with bite histories may only go into a foster home with approval from the Foster Program Coordinator, a Supervisor or the Animal Services Manager.

Animals with major behavioral issues or histories of aggression (to humans or animals) may only go into a foster home with approval by the Foster Program Coordinator, a Supervisor or the Animal Services Manager.

Animals with medical conditions that are receiving treatment may go into foster homes at the discretion of the Foster Program Coordinator and the Veterinary Team.

<u>Foster Applications, Orientation and Selection</u>

Foster applications will be submitted to the Foster Program Coordinator. The Foster Program Coordinator will review all applications to ensure that the foster home is a safe environment for our animals. Once the application is approved, the applicant will be scheduled to attend a Foster Orientation that covers foster basics, such as rules, safety, expectations for fosters and animal care. After attending the orientation, the foster is then eligible to take home animals to foster. The Foster Program Coordinator will assist foster parents in selecting animals that are a good fit for their home environment to ensure proper placement and will coordinate any upcoming scheduling for medical care or adoption opportunities. The Foster Program Coordinator may also create guidelines for staff to follow when placing animals into a foster situation in their absence. These guidelines may be amended from time-to-time based on the current needs of the shelter.

Foster requirements:

1) The primary foster caretaker must be 18 years or older.
2) The foster family must live within one hour of the shelter and have reliable transportation in case of emergencies and adopter meet-and-greets.
3) Foster must be able to safely house the foster pet completely separate from other pets in the house (e.g. an extra room, a crate): for the first 3 days; when unsupervised; and when sick.
4) Cats/kittens are indoor-only fosters.; sick foster pets must be quarantined from owned pets for the duration of the foster; all foster pets must be kept completely separate from owned pets for at least 3 days.
5) Fosters must care for the foster pet as if it's their own, keeping it in a climate-controlled area and providing fresh food and water daily.
6) Fosters may not leave foster animals unattended outside.
7) When foster dogs are outside, they must be leashed or contained by a yard; do not tether.
8) Foster Dogs may not be walked on flexi-leashes or other retractable leashes.
9) No aversive training techniques or tools may be used on foster pets (no prong / pinch / choke / chain / electronic collars, physical reprimands including alpha rolls, spanking, etc.).
10) Foster dogs are not permitted at dog parks or other areas where dogs are not confined/leashed.
11) Any signs of potential illness (changes in behavior, eating, drinking, or other signs) or aggressive behavior (bites of any kind, scratches, bruises, or dog-dog interaction resulting in injury) must be reported immediately to staff by emailing foster@sanmarcostx.gov.
12) Foster parents must respond within 24 hours to communications from shelter staff, foster team members, or potential adopters.

Adoption promotion and finalization:

A foster should strive to get the animal adopted, through their own promotions and by following up within 24 hours on interested adopter contact information provided by the shelter. The foster should assess compatibility; if the animal and interested adopter seem like a good fit, arrange an in-person meet and greet with the animal either in their home, at a neutral but quiet public place, or at the shelter. Potential adopter sleepovers are not permitted. If fosters need assistance with dog introductions, they should contact the shelter and plan to meet the adopter at the shelter for our staff to help. Next, contact the Foster Program Coordinator (or other available staff) to relay crucial information and to set up a time for the adopter to finalize the adoption according to SMRAS procedures. Fosters cannot put "holds" on their foster animals at any time and must respond to adoption inquiries in a timely manner. If a foster is interested in adopting their foster pet, they must inform the Foster Program Coordinator (or other available staff) as soon as possible.

8.002 - Foster-To-Adopt Program (FTA)

Foster-To-Adopt (FTA) allows animals who are not quite ready for final adoption to leave into their forever home prior to the final transfer of ownership taking place.

Long Stay animals (animals that have been at the shelter for more than 60 days), medical animals undergoing treatment and puppies/kittens over 6 weeks of age but under 1.5 pounds are eligible for foster-to-adopt. The Foster Program Coordinator, a Supervisor or the Animal Services Manager may authorize other animals to go into FTA based on that animal's specific needs.

FTA's will be scheduled for their spay/neuter surgeries or other necessary treatments at the time they go home with the foster. Upon completion of the needed medical care, the adoption will be finalized and the foster/adopter will pay the adoption fee to complete the transfer of ownership.

FTA's for Long Stay animals (at the shelter for more than 60 days) should generally be limited to no longer than a 2 week trial run in the home before finalizing the adoption or returning the pet to the shelter. The Foster Program Coordinator, a Supervisor or the Animal Services Manager may make exceptions to the 2 week rule on a case-by-case basis, depending on the needs of the animal and/or the shelter.

8.003 Volunteer Program

Volunteers must be at least 18 years of age. To accompany an adult volunteer, minors must be listed on the application, be at least 8 years of age, and be supervised by the adult at all times while at the shelter. Minors between the ages of 8 and 12 can help with plenty of tasks but cannot interact directly with animals.

All volunteers must complete an online and short in-person orientation prior to their first assignment. To volunteer in adoptions, with dogs, or with cats, SMRAS will provide additional guidance and training through a mentor session to ensure that the volunteers and the pets are safe. Volunteers in surgery, the foster/volunteer office, lost & found, or community outreach will receive hands-on training during their first shift.

Volunteers must sign in and out and wear volunteer identification.

Any items used during the shift, including but not limited to keys and leashes, must be returned prior to leaving the shelter.

It is the volunteer's responsibility to properly record volunteer hours worked.

<u>Dress Code:</u>

Volunteers must wear closed toe shoes at all times, preferably rubber and non-slip.

Volunteers must wear pants that cover the full leg, and a shirt that is full length which covers at least the upper portion of both arms.

<u>Professionalism</u>:

All volunteer interactions must be professional, courteous, and represent the shelter well. Staff assistance must be immediately requested if a situation escalates

At no time will pressure sale techniques be used to influence an adopter.

Friends and family who are not current San Marcos Regional Animal Shelter volunteers may not accompany volunteers while they are volunteering at the shelter.

Safety of people and pets must be the primary concern. Volunteers are responsible for reviewing posted information about an animal before interacting with the animal.

Volunteers must report any bites or scratches, of any magnitude, to shelter staff immediately.

Volunteers must sanitize hands between handling each animal, dog or cat.

Animals are not permitted to interact with one another unless staff is handling the pet or the volunteer has received explicit approval by the Volunteer Program Coordinator.

Volunteers must report animal health concerns to a Lead Shelter Technician or a member of the Veterinary Team immediately.

Restricted Areas:

Because the shelter frequently houses animals that are sick, dangerous, or unknown, certain areas are restricted to staff only. Volunteers who disobey restricted area signs may be suspended or removed from the volunteer program.

Teamwork:

Volunteers work alongside staff at the shelter. We want to get to know our volunteers, so please introduce yourself and invest in teaching our volunteers ways they can help you.

Confidentiality of Information, Photos, and Videos:

Sensitive information and images acquired during the course of volunteer work must be kept confidential.

Section 9 -Animal Handling and Safety

9.001 - Fear Free Shelter

Humane animal handling practices will be exercised at all times. Staff, volunteers and fosters will be trained in the practice of Fear Free handling techniques. For more information and full training in Fear Free Sheltering, visit www.fearfreeshelters.com.

9.002 - Animal Training Techniques

Aversive training or handling techniques are prohibited for staff, fosters or volunteers. These include the use of pinch, choke, chain, electric or prong type collars, physical reprimands including alpha rolls or spanking, yelling at animals or otherwise causing unnecessary fear or stress. The Animal Behaviorist is responsible to advise staff and volunteers on appropriate training methods based on each animal's individual training needs.

9.003 - Feline Environmental Enrichment

Stress is an inevitable component of a shelter animal's life that can contribute to an immunocompromised state. Every effort to minimize physical, emotional and environmental stresses should be made. Overcrowding is a frequent cause of stress. While kenneled in Cat Stray, cats and kittens have limited handling contact, although they also have some interaction with people as staff and patrons walk through the area-- usually responding to the animals by talking to them. Many of these animals are high-energy and need outlets for mental and physical energy. Cats and kittens are usually more inclined than dogs and puppies to invent play with

"found toys," even without a playmate. You may want to refer to the Enrichment for Shelter Cats section at www.ASPCApro.org.

Benefits of Feline Enrichment:

Enrichment helps cats and kittens maintain their mental, physical, and emotional health so that they remain good adoption candidates and don't become behaviorally at risk.

Examples of Active Toys:

- Hard, round plastic shower curtain rings linked in pairs and attached to gate bars (high enough to encourage jumping and reaching)
- Small rolling balls (with or without bells inside) to move around the cage floor and to hide under a towel -- a single shower curtain ring can also serve this purpose
- Toys must be easily and thoroughly able to be disinfected, or be disposable after single use
- Disinfect toys before giving to another animal using the procedure used to disinfect dishes
- Rolling toys must be large enough to not fit between cage bars
- Any toys for kittens or cats must be safe, that is, of sturdy construction and appropriate materials so that cats cannot ingest toy parts or injure themselves with the toy or its components.

Overall enrichment should include:

- Social interaction (human and feline when possible), if the cat chooses to engage
- Opportunities for sensory stimulation (sound, odors, textures etc.)
- Provide, as needed, a hiding area specifically for cats or kittens who appear frightened.Consider hanging a towel over the front of the cage to allow the cat to relax.

9.004 - Canine Environmental Enrichment

Stress is an inevitable component of a shelter animal's life that can contribute to an immunocompromised state. Every effort to minimize physical, emotional and environmental stresses should be made. Overcrowding is a frequent cause of stress. While kenneled in stray hold, dogs and puppies have limited handling contact, although they also have some interaction with people as staff and patrons walk through the area-- usually responding to the animals by talking to them. Many of these animals are high-energy and need outlets for mental and physical energy. You may want to refer to the Enrichment for Shelter Dogs section at www.ASPCApro.org.

Benefits of Canine Enrichment:

Enrichment helps dogs and puppies maintain their mental, physical, and emotional health so that they remain good adoption candidates and don't become behaviorally at risk.

Examples of Active Toys:

- Hard sided toys such as Kongs and Nylabones.
- Tennis Balls and rope toys
- Toys must be easily and thoroughly able to be disinfected, or be disposable after single use
- Disinfect toys before giving to another animal using the procedure to disinfect dishes/laundry
- Rolling toys must be large enough to not fit between cage bars or roll into drains
- Any toys for dogs or puppies must be safe, that is, of sturdy construction and appropriate materials so that dogs cannot ingest toy parts or injure themselves with the toy or its components.

Prohibited Enrichment Items for dogs:

- Stuffed toys (may only be used for neonatal animals needing a snuggle-buddy)
- Any toys made of flimsy or brittle plastic (like dollar store frisbees)
- Lick mats or other silicone toys (unless the animal is under direct supervision while using)
- Rope toys with frayed edges that can be chewed off and swallowed
- Cardboard of any kind

Overall enrichment should include:

● Social interaction (human and canine when possible), if the dog chooses to engage
● Opportunities for sensory stimulation (sound, odors, textures, tastes etc.)

9.005 – Dog Walking

Staff and volunteers can walk dogs that have finished their hold time. Bite Quarantine dogs and dogs on any kind of medical or behavioral isolation are NEVER to be walked.

When removing a dog from the kennel, always use a slip lead or a martingale collar with a leash. Keep in mind that frightened animals may pull back when being walked, and they can easily slip out of a clip collar and run away. As you walk outside, keep the dog on a short leash and do not allow the dog to interact, sniff, touch noses, etc. with any other dog. Please keep poop bags with you and pick up feces. If a dog gets away, never chase the dog. Instead, alert all staff as soon as possible.

Volunteers will adhere to a color coded system identifying dogs that are safe and within their individual skill level to walk.

The Animal Shelter Supervisor will post a dog walking schedule for the Animal Shelter Technicians to ensure that each dog in the shelter that is eligible to be walked will be walked at least once weekly. Animal Shelter Technicians are responsible to ensure that all dogs scheduled for walks in their cleaning section are walked.

9.006 – Restraint of Animals

It is our goal to treat all animals humanely. We expect everyone to use the least amount of restraint necessary to both secure the animal and protect the staff and volunteers. The following policies for restraint, from least to most restraint, are the only ones that are appropriate to use:

● Staff should have a slip leash with them at all times
● Pick up and carry or place the animal in an appropriate sized carrier
● If necessary, use a leash muzzle wrap when picking up an animal
● Frightened dogs or cats that try to bite or are fearful may be safely and humanely moved by wrapping the animal in a heavy blanket or towel and carrying the animal to the run or cage
● When lifting animals, work in teams of two. Both people lift the animal: one supports the animal's weight and the other controls the animal's head
● Use catchpoles only when absolutely necessary and only by staff properly trained on their use. Do not use catchpoles on cats, unless there is absolutely no other safe way to move them
● Transport all cats in transfer cages or crates covered by a towel to minimize stress

9.007 – Animal Handling Safety

This information is a general overview of safe animal handling practices. It is not intended to replace actual safe animal handling training. When handling animals, be sure to:

- Take your time
- Don't over stimulate the animal
- Remember that the animal may perceive a threat, even though you do not intend to threaten
- Do not under any circumstances yell at the animals. It will only get them more agitated & could possibly determine a bad outcome for them

If you do not feel comfortable handling an animal, DON'T!! Get someone to help you--don't risk getting dragged, scratched, or bitten!

Handling Cats:

- When removing a cat from a kennel, be sure to get the cat's attention before opening the gate
- Talk to the cat calmly and softly to avoid over-stimulating the cat
- When handling a cat, control the head and neck at all times. Hold the cat firmly— one hand controlling the head and neck, opposite hand supporting/gripping the hindquarters & controlling the front paws. Take a moment to readjust your grip if you need to. Keep the cat's face away from other cats
- Always use a carrier to transport the cat more than a few feet. When possible, encourage the cat to enter into a carrier or feral box on its own before opening the cage, especially when handling under-socialized or feral cats. Carriers must be covered with a towel or blanket when moving about the shelter.
- Watch for signs of stress - fear, enlarged pupils, thrashing tail, growling, hissing, and attempting to hide or escape. If these signs appear, carefully try to remove the cat from the source of stress. Approach the cat at his or her level. Do not reach over the cat's head. Move slowly because rushing the cat only adds more stress, leading to unpredictable behavior and increasing the likelihood of injury.

Handling Dogs:

- When removing a dog from a kennel, distract the dog, and enter the kennel with your leash ready
- If the dog has a kennel mate, remove the kennel mate from the kennel if he or she is making it difficult to get the dog you need.
- Talk calmly to the dog to avoid over-stimulating him or her.
- When moving the dog, keep the dog away from other kennels, and break his or her line of vision. Use proper leash techniques, looping the handle of the leash over your thumb and across your palm (like a joystick). Keep the leash short and use both hands for better control.
- Only small dogs and puppies should be carried. If the dog won't move on the leash, coax the dog by moving in front and down low.
- Dragging a dog is never permitted.

Watch for signs of stress/fear:

- ears back,
- hackles raised, tail down,
- dilated pupils,
- lifted lip,
- submissive posture,
- growling, snarling, barking, or lunging.

If these signs appear, try to remove the dog from the source of the stress. If a dog is fearful, do not make direct eye contact. Approach the dog at his or her level. Do not reach over the dog's head.

Move slowly because rushing the dog only adds more stress, leading to unpredictable behavior and increasing the likelihood of injury.

HANDLING ANY ANIMAL:

- Inform a Supervisor immediately if an animal is displaying signs of aggression and/or may be a threat to other animals or people.
- Wear any protective gloves, long-sleeved shirts, and shoes with closed toes (no sandals) to reduce the degree of injury from bites and scratches.

If you have questions, ask a Supervisor. If you feel uncomfortable handling an animal, **DON'T**!

APPROACHING FEARFUL KENNELED ANIMALS:

When approaching a fearful animal, you should make every effort to be as non-threatening as possible. Remember that a caged animal may not show you signs of fear until it feels cornered (i.e. when you close off the only visible exit path). Only approach as close as is absolutely necessary.

- Remember that the animal may PERCEIVE a threat, even though you do not intend to threaten.
- Move slowly and deliberately. Quick, sudden, or tentative movements may produce more fearful reactions. Be sure that the animal sees you.
- Approach at the animal's level. Even if you are not a very large person, you are taller than the animal and may seem to loom over it. Crouch down (bending at the knees) or kneel or sit on the floor; you should be stable in whatever position you choose. Reach out and touch under the chest or chin, or behind and under the ears, rather than over the head. Allow the animal to sniff your hand first if he wants to investigate you.

Rushing an animal increases stress for the animal and the situation. Increased stress means more unpredictable circumstances, which lead to dangerous situations.

9.008 - Hazardous Chemical Communication Program / SDS

- Report all hazards to a supervisor immediately.
- Only properly trained employees are to undertake any repair work involving electrical equipment.
- Do not overload outlets.
- Know the safety precautions for each chemical BEFORE you use it.

The City of San Marcos is committed to the prevention of exposures that result in injury and/or illness; and to comply with all applicable state health and safety rules. To make sure that all affected employees know about information concerning the dangers of all hazardous chemicals used by SMRAS the following hazard communication program has been established. This written program will be available on the COSM Intranet for review by any interested employee.

All work units of The City of San Marcos will participate in the hazard communication program.

Container Labeling:

Supervisors are responsible for container labeling procedures, reviewing, and updating. The labeling system used at SMRAS. The procedures for proper labeling of all containers, and reviewing and updating label warnings are as follows:

SDS labels will be placed on spray bottles and foamer bottles listing the chemical to be used in each bottle.

Staff will be responsible to correctly re-fill each labeled bottle with the appropriate chemical as determined by the labeling on the bottle.

The Animal Services Manager will review the labels and labeling process at least annually, unless the staff alerts a Supervisor that there is a problem with the labeling of a bottle.

Safety Data Sheets (SDS):

The Animal Services Manager is responsible for establishing and monitoring SMRAS's SDS program. The Animal Services Manager will make sure procedures are developed to obtain the necessary SDSs and will review incoming SDSs for new or significant health and safety information. The Supervisors will make certain that any new information is passed on to affected employees.

SDSs for all hazardous chemicals in use will be affixed to each container that is used for the purposes of hazardous chemicals or chemical storage. SDSs will be available to all employees during each work shift. If an SDS is not available or a new chemical in use does not have an SDS, immediately contact your direct supervisor.

Employee Information and Training for SDS:

The City of San Marcos will provide free, mandatory SDS and Hazardous Chemical Communication training on an annual basis for all employees.

The Supervisors will ensure that each new employee at SMRAS will attend the city offered training that includes information on the following:

- An overview of the requirements contained in the Hazard Communication Standard.
- Hazardous chemicals present at his or her work places.
- Physical and health risks of the hazardous chemical.
- The symptoms of overexposure.
- How to determine the presence or release of hazardous chemicals in his or her work area.
- How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices, and personal protective equipment.
- Procedures to follow if employees are overexposed to hazardous chemicals.
- How to read labels and review SDSs to obtain hazard information.
- Location of the SDS file and written hazard communication program.
- An overview of the requirements contained in the Hazard Communication Standard.

9.009 - Personal Safety

Following these common sense rules will help prevent many accidents:

- report all injuries, no matter how slight, to your Supervisor
- all personnel and administrative persons working with animals are required to purchase and wear skid- or slip- resistant shoes
- do not attempt to lift/push objects or animals that are too heavy--ask for help. Bend at the knees and hips and lift with your legs. Adjustable tables should be lowered to the floor for animals weighing over 75 lbs., or for any employee unable to lift an animal onto a table.
- identify and remember the location of fire extinguishers and emergency exits. NEVER block these areas with materials or equipment. Keep floors and aisles free of debris at all times.
- maintenance staff will wear customary safety equipment when performing applicable tasks
- horseplay is prohibited
- seat belts are to be worn at all times when driving on business, whether in agency vehicles or personal automobiles
- when restraining animals over 60 lbs. seek assistance if necessary
- Staff should not be scheduled at the shelter alone. A minimum of two people should be scheduled for each shift. This does not apply to on-call for Animal Protection Officers.

Any employee willfully violating safety procedures and/or endangering the safety of other employees will be subject to discipline, up to and including termination.

Other Resources for Employees:

Petpoint Step-by-Step Guides:
Log into Petpoint. Under “Support”, choose “Community” – search by keyword for topics that you need assistance with (i.e., “intake”, “return to owner”, “adoption”, “holds” etc). There are step-by-step guides available for all functions of Petpoint software.

City of San Marcos Employee Handbook:
Available online: http://sanmarcostx.gov/72/Intranet

Employee Benefits:
Available online: http://sanmarcostx.gov/72/Intranet

Employee training:
https://learn.neogov.com/
https://www.aspcapro.org/
https://fearfreeshelters.com/
https://www.humaneeducatorsoftexas.com/

Speak to your supervisor for more training materials that may be available for specific job functions

EXHIBIT II

SMRAS Intake Step by Step Guide

Before Impoundment:

1) Identify the jurisdiction of where the animal was found (if stray) or where the owner lives (if owner surrender). The jurisdiction must be in Hays County.
2) Scan the animal for a microchip. If a microchip is detected, research the microchip information through the appropriate channels and make contact with the owner if possible. All attempts must be made to contact the owner and divert the intake prior to impounding the animal. Return the animal to the owner in lieu of impoundment when possible.

Impoundment Procedure:

1) Vaccinate and apply intake preventatives to the animal as soon as possible (refer to the vaccination and dosage information below). The animal must be vaccinated prior to entering the shelter facility.
2) Photograph the animal. Be sure to have a clear view of the animal's face, body and markings in the photograph(s). Do not photograph animals on catchpoles. In the case that the animal has an injury, try to photograph or crop the photograph of the animal in such as way as to minimize the graphic nature of the injury for the public.
3) Search the person associated with the animal to see if they are already in the database. If they are not already in the database, enter the person associated with the animal (if stray / ACO pick up, select No Person) into the database. The following person information MUST be recorded:
    a. Full Name (First and Last)
    b. Date of Birth
    c. Address
    d. Phone Number
    e. Email Address
    f. Driver License or ID / Issuer
4) Search the animal using ID and/or microchip information (if existing) to see if they are already in the database. If they are not already in the database, enter the animal into the database. The following information MUST be recorded:
    a. Animal Name (if known)
    b. Animal Species
    c. Animal Breed
    d. Animal Age and Age Group
    e. Animal Gender
    f. Altered Status (if unknown, select Unknown)
    g. Animal Weight

EXHIBIT II

h. Animal Color and Color Pattern
i. Intake photograph of animal must be uploaded
j. Mircochip Number (if existing)
k. ID Tag Number and Issuer (if existing)
l. Document microchip scans under the Identification tab
m. Document owner information, behavioral information or any other pertinent information in a General Animal Note memo in the database.
n. Exact address found, including city (if stray)
o. Reason for surrender (if owner surrender)
p. Any intake forms (owner surrender or stray forms) must be uploaded under Files.
q. Vaccinations and intake preventatives must be recorded under Care: Exam.
r. Place the animal in to an appropriate cage/kennel and provide species specific food, bedding and clean water.
s. Document the cage/kennel number that you placed the animal into in the database.
t. After submitting the intake, print an Internal Kennel Card and affix it to the animal's cage/kennel.
u. In the case of a multiple animal intake (animals originating from the same location), enter all animals as a Multi Animal Intake in the database, so that the shelter knows which animals are related to one another at intake.

Animal Vaccination and Intake Preventatives:

In general, the following vaccines and preventatives will be given at the time of intake. Whenever possible, vaccinate the animal fifteen (15) minutes prior to the animal entering the building.

DOGS:

Modified Live DAPP Vaccine– administer in left hind leg, middle thigh

- Administer to all dogs and puppies, regardless of age
- Distemper, Adenovirus, Parvovirus, Parainfluenza

Bordatella Vaccine– oral or intranasal vaccine

- All dogs and puppies over 8 weeks of age
- Kennel cough vaccine

Flea/tick preventatives – dosage and administration instructions will be provided by the Veterinary Team. Some age and weight restrictions may apply depending on product used.

Pyrantel Pamoate – oral dewormer, administered at dosage of 1ml per 10 pounds of body weight to all animals over two weeks of age

EXHIBIT II

CATS/ KITTENS:

Feline RCP Vaccine – administer in left hind leg, upper thigh

- ONLY administer to kittens over 4 weeks of age and weighing 1 pound
- Rhinotracheitis, Calicivirus, Panleukopenia

Flea/tick preventatives – dosage and administration instructions will be provided by the Veterinary Team. Some age and weight restrictions may apply depending on product used.

Pyrantel Pamoate – oral dewormer, administered at dosage of 1ml per 10 pounds of body weight to all animals over two weeks of age

*****Animals will be vaccinated at intake REGARDLESS of their health or pregnancy status**

*****All vaccines and preventatives given at intake will be properly documented in Petpoint as part of the intake process.**

Kitten Aging Charts

In general, on a normal, healthy kitten you should expect that:

1 month (4 weeks) will weight approximately 1 pound

2 months (8 weeks) will weigh approximately 2 pounds

3 months (12 weeks) will weigh approximately 3 pounds

4 months (16 weeks) will weigh approximately 4 pounds

…after 4 months, this method doesn't work as well because the growth spurts get a little more spread out, but it should help you ballpark the smaller kittens (along with looking at the teeth) to determine an accurate age. Please use this method as well as the teeth age charts to try and deduce as accurate an age as we can at intake.

EXHIBIT II

HOW OLD IS THAT KITTEN?

Alley Cat Allies®

Kittens are adorable at any age, but did you know that figuring out how old a kitten is can help determine what sort of care they need? It can be tricky to tell, but our at-a-glance kitten progression chart, featuring Darling the kitten, is here to help you out!



NEWBORN

When kittens are first born they are completely helpless—their eyes are closed, their ears are folded, and they can't stand, keep themselves warm, eliminate waste, or eat on their own. They rely on mom for everything!



ONE WEEK

Darling is starting to become more aware of his surroundings! At about seven days old, a kitten's ears will unfold and their eyes may start to open.



TWO WEEKS

Look at those blue peepers! Darling's eyes are fully open, and he is taking his first wobbly steps. Kittens this age start interacting more with each other, but still need mom.



THREE WEEKS

Darling's now playing with his siblings and putting more vitality. You should be able to tell if kittens are boys or girls. You can start providing a litter box and wet food.



FOUR WEEKS

Look how much Darling has grown! At four weeks kittens are sturdy on their feet and playing with each other, toys, and people.



FIVE WEEKS

Cat ready for a lot of fun! Darling is now full of energy and plays exuberantly. Interacting with people is important for kittens at this age. Darling is developing lots of personality!



SIX WEEKS

Every day Darling is getting more sure of himself through socialization and play. He's using the litter box and eating cat food—though he still visits mom for snacks and comfort.



SEVEN WEEKS

Darling is almost fully weaned, and continues to play and learn. Being introduced to new people, places in the home, and other pets is an important part of socialization.



EIGHT WEEKS

Two pounds! Darling now weighs enough to be neutered. He's also getting more skilled and adventurous. Darling is learning so much from his mom, siblings, and human caregiver.



NINE WEEKS

Looking pretty grown-up, Darling! At this age kittens are believing and using their body language like adult cats. Darling is eating all solid food, and his eyes have gone from blue to yellow.



TEN WEEKS

Darling is fully weaned, neutered, and—because he was socialized to people—ready for his loving adoptive home. They grow up so fast!

Get even more details (and cute pics!) with our week-by-week kitten progression resource at **alleycat.org/KittenProgression**

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EXHIBIT II

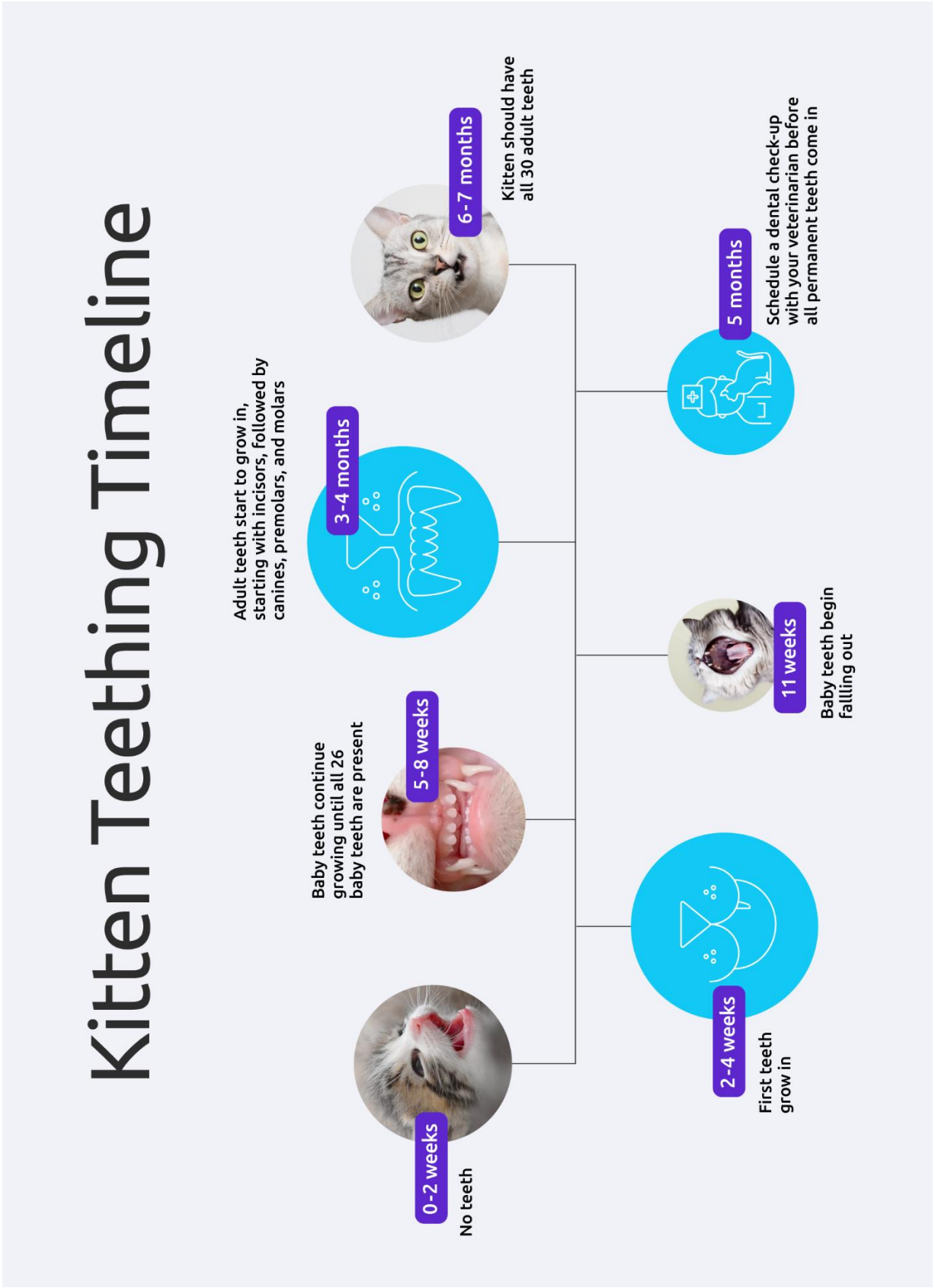
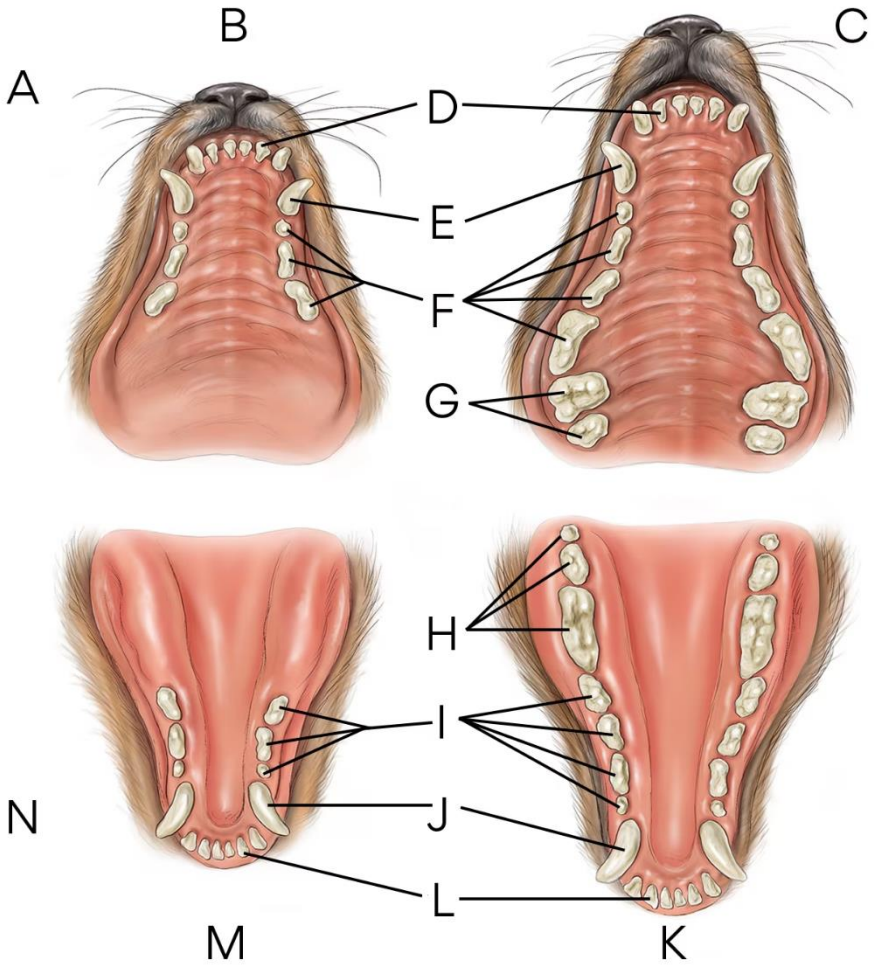

Kitten Teething Timeline
0-2 weeks
No teeth
2-4 weeks
First teeth grow in
5-8 weeks
Baby teeth continue growing until all 26 baby teeth are present
11 weeks
Baby teeth begin fallling out
3-4 months
Adult teeth start to grow in, starting with incisors, followed by canines, premolars, and molars
5 months
Schedule a dental check-up with your veterinarian before all permanent teeth come in
6-7 months
Kitten should have all 30 adult teeth

EXHIBIT II

Puppy Aging Charts

EXHIBIT II

Puppy and Adult Dog Dental Anatomy



A. Upper jaw **B.** Puppy **C.** Adult dog **D.** Incisors
E. Canine **F.** Premolars **G.** Molars **H.** Molars
I. Premolars **J.** Canine **K.** 42 Teeth **L.** Incisors
M. 28 Teeth **N.** Lower Jaw

EXHIBIT II

Adult Dog Aging Charts (applies to cats too)



EXHIBIT III

Animal Control - After Hours Intake Form

Date/Time: _____

Officer: _____

Cat / Dog / Other: _____

Male / Female Altered?: Y / N / Unk

Reason for Impoundment? _____

_____

_____

Vaccinations and Prevention Given?: Y / N

If not, why? _____

_____

_____

Behavior Concerns noted?: _____

_____

_____

Medical Concerns noted?: _____

_____

_____

Owner contact information (if known): _____

_____

_____

Have you made contact with the owner? Y / N

Decsribe contact made: _____

_____

EXHIBIT IV

Authorization for Animal Release

San Marcos Regional Animal Shelter
750 River Road * San Marcos, TX 78666
(512) 805-2655

Owner Information:

Name: _____ Address: _____

Date of Birth: _____ Driver's License / State: _____

Phone Number: _____ Email: _____

Authorized person to reclaim animals:

Name: _____ Address: _____

Date of Birth: _____ Driver's License / State: _____

Phone Number: _____

Email: _____

Animal(s) to be released (listed by shelter):

Animal ID#: _____ Animal ID#: _____

Animal Name: _____ Animal Name: _____

Species/Breed: _____ Species/Breed: _____

Microchip Number: _____ Microchip Number: _____

Intake Date: _____ Intake Date: _____

Additional animals: list on subsequent page.

I, _____, authorize the San Marcos Regional Animal Shelter to release custody of the animal(s) described above to the person named above, who is over the age of 18 and is authorized to provide care for the animal(s) in my absence. I affirm that I am the legal owner of the animal(s) listed above.

I indemnify, agree to defend, and hold harmless the San Marcos Regional Animal Shelter and the City of San Marcos for any damages that result from the release authorized by this document. I, and the authorized reclaim person, are fully responsible for any damages related to the care, health, transport, and custody of my animal(s) once released from the shelter to the authorized reclaim person.

_____ _____ _____

Printed name of Owner Signature of Owner Date

Owner Surrender/ Stray Release Form

INFORMATION OF PERSON RELEASING ANIMAL: (PLEASE PRINT LEGIBLY)

Name: _____DOB: _____DL # _____

Address: _____ Email: _____ Phone #: _____

City: _____ State: _____ County: _____ Zip code: _____

Please initial by the correct statement: I own this animal _____ I found it stray _____

ANIMAL INFORMATION:

Animal name (if known): _____ Dog _____ Cat _____ Other: _____

Breed (primary and secondary, if applicable): _____ Age: _____ DOB: _____

Male____ Female____ Neutered/spayed: Yes____ No____ Unknown____

Colors/markings: _____Length of ownership or possession: _____

Microchip #: _____ Microchip company: _____

Implant facility: _____ Phone #: _____

Reasons for surrender by owner: _____

Exact location found (if stray): _____

To the best of your knowledge, has this animal bit anyone in the last 10 days? YES _____ NO _____

If YES, provide details (when, where, circumstances): _____

To the best of your knowledge, does this animal have any other/previous history of being or aggression toward people or animals? YES _____ NO _____

If YES, provide details (when, where, circumstances): _____

_____

If you adopted this animal from a shelter or rescue, which one? _____

Describe any injuries/health issues: _____

Is this animal current on vaccinations? Yes____ No____ Vet Clinic: _____

If the animal is to be humanly euthanized, would you like to be contacted? YES____ NO ____

Please tell us more about this animal; check all that apply:

Friendly___ Scared___. Playful___. Aggressive___ Sick___. Injured___. Rides well in car___

Has interacted with: Kids___ Dogs___ Cats___ Any Concerns with these interactions?

_____

Good on a leash___ Tried to bite___ Likes to dig___ Plays in water___ Housebroken___ Escapes___

Knows commands or tricks___ Typical environment: Indoor___ Outdoor___ Crate trained___

***Please continue on the back of this page

Please provide additional information and elaborate on anything checked in the previous section:

_____

_____

_____

_____

_____

RELINQUISHING RECEIPT FOR ANIMALS SURRENDERED TO THE CITY OF SAN MARCOS REGIONAL ANIMAL SHELTER

I acknowledge that my signature on this receipt relinquishes all claims of ownership of the animal(s) described above. Neither my family, any representatives acting on my behalf, nor I may assert present and/or future claims, suits, or demands against the City of San Marcos. I am also aware that the animal(s) may be humanely euthanized if deemed necessary by the City of San Marcos Regional Animal Shelter.

SAN MARCOS CITY ORDINANCE SEC. 6.015 FILING OF FALSE CLAIMS OR REPORTS.

(A) A person commits an offense if he/she knowingly initiates, communicates or circulates a claim of ownership for an animal with an Animal Control Officer that he/she knows is false or baseless.

By signing below, you acknowledge that you have read and understand this form and that you have provided accurate information:

Owner/Presenter Signature: _____ Date: _____

******STAFF USE ONLY******

Animal ID # _____ Kennel # _____

Vaccinations Given: (circle all given) FVRCP DAPPv Bord. Dewormer - dosage given _____

Vaccinated By: _____

Other intake info: (medical concerns, behavior notes, other medication given, etc.).

_____

_____

_____

_____

_____

ANIMAL SERVICES EXHIBIT VI

Case #: _____ Animal ID #: _____

Date of Bite: _____ Date of Quarantine: _____ Date of Release: _____

ACKNOWLEDGEMENT OF ANIMAL HEALTH

The San Marcos Animal Shelter makes every possible attempt to ensure the health of each animal at our facility. It is our priority to provide a clean and sanitary environment and eliminate any possibility of exposure to contagious diseases. Although precautions are taken, there still remains the possibility that each animal, vaccinated or unvaccinated, may be exposed to such a disease. The following acknowledgement indicates your understanding of that possibility.

I acknowledge that there is an inherent risk that the animal I am reclaiming at the end of the quarantine period could exhibit symptoms and may come down with one of a number of contagious diseases within the next two weeks. Although the diseases may not be present at reclaim, there is a possibility that the animal I am reclaiming was exposed to a virus prior to being released into my custody. I realize that the shelter has done its best to isolate contagious animals but there is no guarantee that all contagious animals can be identified. I also acknowledge that if my reclaimed pet were to come down with a contagious disease or exhibit similar symptoms after release that the City of San Marcos Animal Services will not be responsible for any medical care. I further agree that I will isolate the reclaimed pet from all other animals in my household for the next two weeks to prevent their exposure to any harmful diseases.

OWNER'S CHECKLIST: (please initial)

____You will be responsible for providing The San Marcos Animal Shelter with a copy of your animal's current rabies certificate. If the certificate cannot be provided then your animal will be vaccinated upon release from quarantine and you will be responsible for any fees incurred for vaccination.

____You will be responsible for all quarantine fees. The San Marcos Animal Shelter's rabies quarantine fees are $14 a day.

____You will be responsible for providing The San Marcos Animal Shelter with any prescription medications or veterinarian prescribed food your animal will require during the quarantine time.

____Your animal's release date is: _____, as determined by the animal control officer assigned to your case. You may reclaim your animal on this date (Monday thru Friday) no later than 4:30 pm.

____If your animal is not reclaimed by the release date you will be responsible for any and all additional charges that may be incurred. Any animals unclaimed after 72 hours past the release date will become the property of the City of San Marcos.

____You are responsible for bringing a collar and leash or carrier to pick up your animal. If you do not bring a Carrier or Leash you will be charged for one from the shelter.

Signature: _____ Date: _____

Print name: _____ Phone:_____

DL #: _____ State: _____ Exp: _____ DOB: _____

LRCA or Designee Signature: _____

Local Rabies Control Authority (LRCA) or Christie Banduch, Animal Services Manager
E-mail: cbanduch@sanmarcostx.gov
Phone: 512-805-2654

Animal Protection Supervisor: Harry Juergens, Animal Protection Supervisor
E-mail: hjuergens@sanmarcostx.gov
Phone: 512-805-2659

Form revised 11.18.2020

EXHIBIT VII

Animal Shelter Cost Sharing – FY27 Estimates

	A	B	C
1	PERSONNEL		
2	$1,662,920.00		FY26 shelter personnel total costs
3	$52,278.01		Animal Protection Supervisor - *20 hours per week to Animal Shelter*
4	$21,888.18		Animal Protection Officer - *10 hrs per week by 4 employees*
5	$144,544.29		Animal Protection Specialist - *40 hours per week by 2 employees*
6	-$35,140.68		Animal Services Manager - *10 hours per week to Animal Control*
7	$1,846,489.80		
8	**$1,920,349.39**		Sum x 4% = estimated total personnel costs FY27
9	OPERATING		
10	$37,339.06		Facility Repair/Maintenance
11	$38,928.68		Utilities
12	$9,138.00		debt svc
13	$491,610.00		FY27 estimated operating budget
14	$577,015.74		Total estimated operating expenses FY27
15	**$600,096.37**		Sum x 4% = estimated total operating costs FY27
16			
17	**$2,520,445.76**		**FY27 TOTAL ESTIMATED COST**
18			
19	$80,654.26		Buda 3.2%
20	$468,802.91		Kyle 18.6%
21	$1,340,877.15		Hays Co 53.2%

AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Stephanie Hunt, Matthew Gonzales

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to execute a First Amendment to 2026-PSA-05 between Hays County and Christus Santa Rosa San Marcos, extending the current agreement until December 31, 2026 (92 days) and authorizing FY 2027 quarter 1 payment of $500,000.00. **COHEN/INGALSBE/GONZALES/HUNT**

Summary:

On November 18, 2025, the Commissioners Court approved 2026-PSA-05 between Hays County & Christus Santa Rosa San Marcos. The Health Department Director is requesting an extension of the current agreement to allow time to work through the negotiations of the fiscal year (FY) 2027 Agreement, and agree to pay Christus Santa Rosa San Marcos their Quarter 1 payment of $500,000.00 to ensure patients are still receiving the needed services.

Fiscal Impact:

Amount Requested: $500,000.00
Line Item Number: 120-675-00.5801

Budget Office:

Source of Funds: Family Health Services Fund
Budget Amendment Required Y/N?: No
Comments: Funds were allocated through the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Health Care Program Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 1

First Amendment to the Professional Service Agreement
Between
Hays County and Christus Santa Rosa Hospital, San Marcos
2026-PSA-05

1. This First Amendment to 2026-PSA-05 (the "First Amendment"), attached as *Exhibit "A"* and executed January 20, 2026, is made this 29th day of September 2026, by and between **Hays County, Texas ("Client")** and **Christus Santa Rosa Hospital, San Marcos. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Term and Duration:
- Extension of Agreement
  - Current Effective Dates: October 1, 2025, through September 30, 2026
  - Updated Effective Dates: October 1, 2025, through December 31, 2026

3. Compensation:
- Increase by $500,000.00 for quarter 1 of fiscal year 2027 (October 1, 2026 – December 31, 2026)

4. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

CHRISTUS SANTA ROSA HOSPITAL, SAN MARCOS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 13.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Stephanie Hunt, Elaine Brown

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to execute a Second Amendment to the Memorandum of Understanding (MOU) between Hays County and Axis to Care and a First Amendment to the Memorandum of Understanding (MOU) between Hays County and Texas Oaks Psychiatric Hospital, LP dba Austin Oaks Hospital, reallocating $10,800.00 from the Austin Oaks Hospital MOU to the Axis to Care MOU, related to the Assisted Outpatient Treatment Program. **COHEN/INGALSBE/BROWN/HUNT**

Summary:

The Assisted Outpatient Treatment Program (AOT) is requesting to reallocate $10,800.00 from the Austin Oaks Memorandum of Understanding to the Axis of Care Memorandum of Understanding accommodating service needed by current participants.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-612-99-219.5448

Budget Office:

Source of Funds: Substance Abuse and Mental Health Services Administration (SAMHSA) Assisted Outpatient Treatment (AOT) grant
Budget Amendment Required Y/N?: No
Comments: No general ledger adjustment needed as the reallocation is within the same line item.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 1 - Austin Oaks Hospital
Amendment 2 - Axis of Mental Healthcare, PLLC

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY AND TEXAS OAKS PSYCHIATRIC HOSPITAL, LP dba AUSTIN OAKS HOSPITAL

1. This 1st Amendment to the Memorandum of Understanding (MOU) executed on or about September 30, 2025 ("Amendment") is made the 29th day of September 2026, effective September 1, 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **TEXAS OAKS PSYCHIATRIC HOSPITAL, LP dba AUSTIN OAKS HOSPITAL** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this MOU" or "the parties."

2. Funding, B.:
   - Remove: Payments will not exceed $35,100 during the initial term of this MOU.
   - Add: Payments will not exceed $24,300.00 during the initial term of this MOU.

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

TEXAS OAKS PSYCHIATRIC HOSPITAL, LP dba AUSTIN OAKS HOSPITAL

By: _____

Printed Name: _____

Title: _____

Dated: _____

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

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
HAYS COUNTY AND AXIS OF MENTAL HEALTHCARE, PLLC

1. This 2nd Amendment to the Memorandum of Understanding (MOU) executed on or about September 30, 2025 ("Amendment") is made the 29th day of July 2026, effective September 1, 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **AXIS OF MENTAL HEALTHCARE, PLLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this MOU" or "the parties."

2. Funding, B:
   - Remove: Payments will not exceed $64,800 during the term of this MOU.
   - Add: Payments will not exceed $75,600.00 during the term of this MOU.

3. Except for the above modifications set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

AXIS OF MENTAL HEALTHCARE

By: _____

Printed Name: _____

Title: _____

Dated: _____

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

AGENDA ITEM REQUEST FORM: K. 14.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to execute a First Amendment to the contract related to IFB 2026-B03 Cemetery Maintenance between Hays County and CY' Services and Landscape Solutions, LLC to add an all-inclusive site disposal fee of $125.00. **BECERRA/HUNT**

Summary:

The Transportation Department and CY' Services and Landscape Solutions, LLC are requesting to add an all-inclusive site-disposal fee of $125.00 when additional maintenance and services are requested.

Fiscal Impact:

Amount Requested: Per fee schedule
Line Item Number: 001-695-00.5491

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: IFB 2026-B03 Cemetery Maintenance

Auditor's Office:

G/L Account Validated Y/N?: Yes, Cemetery Maintenance Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 1

First Amendment to the Contract
Between
Hays County and CY' Services and Landscape Solutions, LLC
for IFB 2026-B03 Cemetery Maintenance

1. This First Amendment to the Cemetery Maintenance Contract (the "First Amendment"), attached as *Exhibit "A"* and executed January 20, 2026, is made this 29th day of September 2026, by and between **Hays County, Texas ("Client")** and **CY' Services and Landscape Solutions, LLC. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Addition of Item:
- Additional Maintenance/Services:
  - Site Disposal Fee (all Inclusive, one flat fee per site): $125.00

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

CY' SERVICES AND LANDSCAPE SOLUTIONS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 15.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Michael Berlad, Interin Director of Development Services

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of a First Amendment to the RFQ 2022-Q01 Agreement for Professional Engineering Services on a Defined Scope of Services Basis between Hays County and Halff Associates, Inc. increasing the Agreement to an amount not-to-exceed $100,000.00 (24% increase) and amend the budget accordingly. **SMITH/BERLAD**

Summary:

On November 1, 2022, the Commissioners Court executed a Professional Engineering Services Agreement pursuant to RFQ 2022-Q01 Onion Creek Watershed Hydraulic Study. The original agreement between Hays County and Halff Associates was to provide engineering services for the study of the Onion Creek Watershed; however, due to an expanded scope of work, project delays, and increased consultant rates, an additional $100,000.00 is needed to complete the project.

Fiscal Impact:

Amount Requested: $100,000
Line Item Number: 001-657-00.5448

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($100,000) - Decrease Misc Capital Improvements 001-645-00.5741
$100,000 - Increase Contract Services 001-657-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2022-Q01 Onion Creek Watershed Hydraulic Study (24% Increase)

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

First Amendment and Original Contract

First Amendment To Agreement For Professional Engineering Services On A Defined Scope Of Services Basis

This First Amendment to Agreement for Professional Engineering Services on a Defined Scope of Services Basis (the original agreement attached as **Exhibit A** and herein after referred to as the "Original Agreement" and this amendment being referred to as the "Amendment"). The Amendment is made and entered into effective as of the _____ day of _____, 2026 (the "Effective Date"), by and among Hays County, a political subdivision of the State of Texas (the "County") and Halff Associates, Inc., a Texas corporation ("Halff"), acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the County (sometimes referred to as "Client"). The County and Halff are sometimes hereinafter referred to as the "Parties."

The purpose of this Amendment is to update the Original Agreement. The Amendment will describe / list the sections of the Original Agreement that are being modified or clearly indicate any section(s) that are to be added. Any section not addressed shall continue as originally stated in the Original Agreement.

The first change shall be to Section V, substituting the original language with the below language.

> **V. Termination of Work.** Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Following Engineer's receipt a termination notice from the Client, the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

The second change shall be to Section VI, substituting the original language with the below language.

> **VI. Ownership of Documents.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client ownership of the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may

reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Consultant be liable for any damages, including but not limited to indirect or consequential damages, as a result of the Client's unauthorized use or reuse of the electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Consultant and any electronic or other files or data provided it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

The third and final change shall be the addition of XXIII

XXIII. Not to Exceed Amount. The Parties hereby agree that the total amount of the Original Agreement may not exceed $530,000.00.

All other sections of this Agreement not modified remain in full force and effect.

[Signature Pages to Follow]

DRAFT

IN WITNESS WHEREOF, the parties, having read and understood the Original Agreement and this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20__.

HALFF ASSOCIATES, INC.

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

HAYS COUNTY, TEXAS

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

DRAFT

EXHIBIT A

DRAFT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Hays County** a **Political Subdivision** of the State of **Texas**, hereinafter referred to as "Client", duly authorized to act by the **Commissioners Court** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a **Political Subdivision.** Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation. Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work. Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client

11-1-22
Client Initial / Date

understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Consultant be liable for any damages, including but not limited to indirect or consequential damages, as a result of the Client's unauthorized use or reuse of the electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Consultant and any electronic or other files or data provided it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be $2,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of **Texas** applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in ***Hays County*, Texas.**

XIV. Integration, Merger and Severability. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this

11-1-22
Client Initial / Date

Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF (ENGINEER) OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM, IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM THE DESIGN PROFESSIONAL'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT (ENGINEER) AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

11-1-22
Client Initial / Date

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSEABLE EXPENSES UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS ($10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. TWDB REQUIRED PROVISIONS.

i. By executing this Contract, the ENGINEER accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The ENGINEER shall comply with and cooperate in any such investigation or audit. The ENGINEER agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The ENGINEER also agrees to include a provision in any subcontract related to this contract that requires the ENGINEER to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

ii. The ENGINEER(S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the ENGINEER(S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

iii. The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the ENGINEER(S) or its

11-1-22
Client Initial / Date

contracted parties pursuant to this CONTRACT shall become the joint property of the ENGINEER(S) and the TWDB. These materials shall not be copyrighted or patented by the ENGINEER(S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the ENGINEER(S) or its SUBCONTRACTORS will in no way limit the TWDB's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the ENGINEER(S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACOTR(S) or the TWDB at their own cost and distributed by either at their discretion. The ENGINEER(S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

iv. The ENGINEER(S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

v. This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

vi. For the purpose of this CONTRACT, the ENGINEER(S) will be considered an independent ENGINEER and therefore solely responsible for liability resulting from negligent acts or omissions. The ENGINEER(S) shall obtain all necessary insurance, in the judgment of the ENGINEER(S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The ENGINEER(S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the ENGINEER(S) may do so in accordance with state law, from any and losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the ENGINEER(S), arising out of the activities under this CONTRACT.

vii. The ENGINEER(S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the ENGINEER(S) to perform the subject work.

viii. The ENGINEER(S) agrees and acknowledge that it is subject to all applicable requirements of the master contract between Hays County and the Texas Water Development Board. Subcontractor adopts by reference the requirements of Article VII of the TWDB Contract for this Subcontract.

XXII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

11-1-22
Client Initial / Date

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 11th day of November, 2022.

	HALFF ASSOCIATES, INC.	**CLIENT: HAYS COUNTY, Texas**
By:	Signature	Signature
	Cindy Engelhardt	RUBEN BECERRA
	Printed Name	Printed Name
	Water Resources Deputy Practice Lead	COUNTY JUDGE
	Title	Title
	11/18/2022	11-1-2022
	Date	Date

11-1-22
Client Initial / Date

HAYS COUNTY
ONION CREEK WATERSHED HYDRUALIC STUDY
(RFQ 2022-Q01)

October 25, 2022

INTRODUCTION

With the release of Atlas 14 rainfall data for Texas, which shows approximately 3 – 4 inches of increase in the 24-hour 1% annual chance storm event, the floodplain study for the Onion Creek watershed in Hays County needs to be updated to reflect a more accurate risk of flooding to help guide development and provide more accurate information to property owners.

Hays County has partnered with the Texas Water Development Board (TWDB) for a Flood Infrastructure Fund (FIF) Category 1 grant to conduct a hydraulic study of the Onion Creek Watershed in Hays County. The main purpose of this study is to develop digital, geo-referenced hydraulic models and floodplain maps for the Onion Creek Watershed for both existing and fully developed land-use conditions utilizing Atlas 14 flows produced by the City of Austin hydrologic models. The scope of study for the Hays County Onion Creek hydraulics will include roughly 87 miles of detailed analysis (Zone AE floodplains) and 159 miles of limited detail or approximate analysis (Zone A floodplains). Additionally, areas of significant risk will be evaluated for regional mitigation alternatives using the new data.

The objectives of this study are:

- To develop updated geo-referenced hydraulic (HEC-RAS) models of the Onion Creek Watershed for both existing and fully developed land-use conditions for selected storm frequencies based on NOAA Atlas 14 rainfall data.
- To map the 100-yr and 500-yr floodplains for existing land use conditions and the 100-yr floodplains for fully developed land-use conditions.
- To develop selected flood risk products to support the evaluation and communication of flood risk.
- To produce a hydraulic, mapping, and flood risk data that is necessary for FEMA to conduct a Physical Map Revision.
- To help county and cities to determine ideal areas and sites for flood mitigation.

BACKGROUND

The Onion Creek watershed encompasses approximately 344 square miles. Onion Creek generally flows easterly, from the headwaters in Blanco County, through Hays County, to the confluence with the Colorado River in Travis County. This study will consider hydraulics for the portion of Onion Creek that reside in Hays County. The study watershed is shown in Attachment 1. Hydraulic modeling and floodplain mapping will be performed for approximately 246 stream miles under this scope of work.

The best available floodplain modeling for selected streams in the watershed was completed in 2013 and utilized HEC-HMS and HEC-RAS computer models for the analysis. The FEMA preliminary floodplain mapping for selected streams in the watershed was last updated in 2019 utilizing the 2013 models. The completion of NOAA Atlas 14, Volume 11 for Texas and the resultant significant change in design rainfall for the area has prompted the need for this new study.

The hydraulic modeling and floodplain mapping will include the streams identified in Table 1. All existing floodplains must be restudied and remapped by detailed or limited detailed methods. The current effective Zone A study reaches indicated for restudy shall be delineated as limited detailed (Zone A floodplains) based on a HEC-RAS model that includes field measurements in place of field survey.

Table 1: Onion Creek Watershed Hydraulic Model Development Summary

Stream Name	Stream Length (Miles)		
	Detailed Study (Zone AE Floodplains with Field Survey)	Limited Detailed Study (Zone A Floodplains with Field Measure)	Total Study
Bear Creek	7.0		7.0
Bear Creek Tributaries	3.9	9.2	13.2
Dripping Springs	2.7		2.7
Eskew Branch		1.3	1.3
Flat Creek		5.1	5.1
Freestone Branch		1.7	1.7
Garlic Creek	3.6		3.6
Garlic Creek Tributaries	0.9		0.9
Gatlin Creek		3.5	3.5
Grooms Branch		1.8	1.8
Grooms Branch Tributaries		0.1	0.1
Jackson Branch		3.8	3.8
Jackson Branch Tributaries		1.2	1.2
Little Bear Creek	12.7		12.7
Little Bear Creek Tributaries	4.1	10.6	14.7
Millseat Branch		2.7	2.7
Mustang Branch		8.6	8.6
Mustang Branch Tributaries		5.3	5.3
North Gatlin Creek		4.3	4.3
Onion Creek	49.6		49.6
Onion Creek Tributaries		38.2	38.2
Pier Branch		3.8	3.8
Rocky Branch		4.8	4.8
South Gatlin Creek		3.7	3.7
South Gatlin Creek Tributaries		2.4	2.4
South Onion Creek		14.8	14.8
South Onion Creek Tributaries		1.7	1.7
Spring Hollow		4.8	4.8
Spring Hollow Tributaries		1.8	1.8
Walnut Spring	2.2		2.2
West Mustang Branch		4.3	4.3
West Mustang Branch Tributaries		0.9	0.9
White Branch		2.7	2.7
White Branch Tributaries		0.6	0.6
Yorks Creek		8.0	8.0
Yorks Creek Tributaries		7.4	7.4
Total Study Lengths	86.7	159.2	245.9

The study shall be performed in accordance with the following standards:

- FEMA's Standards for Flood risk Products (along with relevant section of the older Guidelines and Specifications for Flood Hazard Mapping Partners and a relevant procedure memoranda)
- 2019 draft Hays County Drainage Criteria Manual (DCM) with Atlas 14 criteria incorporated
- User Manuals and Engineering Reference Manuals associated with the hydrologic and hydraulic modeling software used for the study
- TWDB Flood Infrastructure Fund contracting and guidance
- Additional requirements and technical guidelines described in the scope of work.

SCOPE OF WORK

This study will include the development of updated floodplain studies utilizing Atlas 14 for the Onion Creek Watershed in Hays County. The update will be in accordance with FEMA's guidelines and standards and will include evaluation of approximately 87 miles of detailed analysis (Zone AE floodplains) and 159 miles of limited detail or approximate analysis (Zone A floodplains) that are currently in Hays County's FEMA mapped inventory. The project limits are are shown in Attachment 1 below.

Task 1: Project Management

Halff project management activities shall include task leadership and direction, monthly project status reports, telephone and written communication as needed, project schedule development and updates as needed, personnel and data management among other general project management activities.

a. Conduct a kick-off meeting with the County to confirm the project objectives and deliverables for this study.

b. Perform general project management activities as noted above.

c. Conduct 8 coordination meetings with the County to discuss progress, refinements, and final deliverables. These meeting are anticipated to include 6 virtual meetings and 2 in-person meeting.

d. Conduct community workshops with stakeholders. It is anticipated that total of three (3) in-person public workshops will be held for this study. These three public meetings shall include: 1) kick-off meeting, 2) presentation of draft floodplain results and 3) presentation of conceptual mitigation alternatives.

    1. Presentation slides, exhibits, and maps will be created to share project information and to notify the public. Materials will be developed suitable for multiple media uses (print, web, email).

e. Conduct one (1) meeting to the Commissioners Court to present final project results.

Task 2: Data Collection and Hydrology

Data collection includes a variety of data collection tasks (terrain development, general data collection, collection of historical information) aimed at gathering information relevant to the modeling and planning process. This task also includes coordination necessary for the utilization of the City of Austin Atlas 14 hydrologic model for Onion Creek to establish flows for use in the hydraulic analysis.

a. Collect, organize and review historical project data from Hays County, including photos, videos, drainage complaint files, and recorded damage assessments.

b. Collect and review relevant records from Hays County, City of Austin, Lower Colorado River Authority, FEMA and other jurisdictional entities. These may include, but is not limited to, previous masterplan reports, existing hydrologic and hydraulic models, historical rainfall (ground truth radar), high water marks, GIS data, recorded plans, detention pond analyses, topographic data, aerial photography, LiDAR, etc.

c. Coordinate and collect the City of Austin Atlas 14 hydrologic model for Onion Creek to establish hydrologic flows for use in the hydraulic analysis.

Task 3: Hydraulic Analysis and Mapping

This task includes updating prior studies and developing new hydraulic analysis to reflect current conditions in the project area. Using the latest version of HEC-RAS modeling software, hydraulic analysis shall include one-dimensional (1D), steady-state model to evaluate the existing condtion flood frequencies for the 50%, 10%, 4%, 2%, 1% and 0.2% annual chance events (ACE) and the fully developed condition 1% ACE for detailed analysis and limited detailed analysis. This scope of work does not include floodway analysis. Specific tasks include:

a. Update prior hydraulic analysis or develop new georeferenced hydraulic models using Atlas 14 rainfall discharge, current LiDAR, leveraged field reconnaissance, leveraged field survey, and land use conditions. Hydraulic analysis shall be performed on approximately 246 stream miles consisting of approximately 159 miles of approximate study and approximately 87 miles of detailed study as outlined in Table 1. All analysis shall be consistent with FEMA mapping practices for floodplain management.

b. Update hydraulic parameters such as bank station placement, Manning's roughness coefficients, ineffective and blocked flow areas to represent existing conditions.

c. Incorporate structure and cross section data using leveraged field survey and field measurements as appropriate from the prior analysis.

d. Compare historical flooding events to current updated floodplain studies based upon Atlas 14. This will include information from the October 2015 flood elevations, historical photos, recorded structure flooding and available high-water marks. This comparison will be used for model validation.

e. Utilizing the updated model, compute flood profiles for a range of flood frequencies including the 50%, 10%, 4%, 2%, 1% and 0.2% ACE flood for detailed and limited detailed analysis streams.

f. Develop inundation maps and associated depth grids for the existing condition 1%, and 0.2% ACE and fully developed condition 1% ACE flood frequencies along detailed study reaches. Along limited detailed study reaches, develop inundation mapping and depth grids for the existing condition and fully developed condition 1% ACE flood frequencies.

g. Respond to independent QA/QC for milestones outlined in Task 5.

Task 4: Flood Mitigation Analysis

At the direction of the County, identify conceptual flood mitigation alternatives for areas with repetitive flood damages for the areas. An assessment of current and previous mitigation strategies using Atlas 14 results will be required. The re-evaluation of previous mitigation strategies including structural alternatives (detention ponds, channel improvements, and crossing improvements) and non-structural alternatives (rules/regulations, property buyouts, and structure elevations) to reduce flood risks. As previously evaluated, the flood mitigation analysis will primarily focus on detention to regionally reduce risk within the unincorporated aeras of Hays County. Flood mitigation alternatives must be evaluated and whereas applicable, evaluations of these flood risk reduction

solutions should adhere to the "Technical Guidelines for Regional Flood Planning," Exhibit C to Regional Flood Planning Grant Contracts by the Texas Water Development Board.

a. Conduct a sensitivity analysis on up to six (6) potential mitigation solutions across the Onion Creek watershed in Hays County. Following review of prior Onion Creek alternatives analysis and coordination with the County, these alternatives will be narrowed to three (3) of the most viable alternatives for further evaluation.
b. Evaluate up to three (3) conceptual flood mitigation alternatives to reduce identified flooding impacts for the 1% flood event based upon Atlas 14 rainfall. This task includes the hydrologic and/or hydraulic modeling to support the conceptual flood mitigation alternatives. Results of the modeling and associated flood risk information will be utilized to quantify project benefits.
c. Prepare engineers estimates of probable cost for conceptual flood mitigation alternatives including estimate potential maintenance requirements to ensure sustainable effectiveness.
d. Conduct simplified TWDB-compliant benefit cost analysis for recommended projects.
e. Develop fact sheets, including concept illustrations, of recommended mitigation improvements including project description, geographic location, extent of benefits, estimated cost, and cost benefit comparison.
f. Respond to independent QA/QC for milestones outlined in Task 5.

Each feasible flood mitigation alternatives evaluated must identify and compare cost and benefits of projects. Quantification of cost will include engineering, permitting, easement and/or property acquisition, capital cost, operation and maintenance, and other costs as applicable. Quantification of benefit of the project will include the following items, as applicable:

- Number of structures with reduced 100-year (1% annual chance) flood risk.
- Number of structures removed from 100-year (1% annual chance) flood risk.
- Number of structures removed from 500-year (0.2% annual chance) flood risk.
- Residential structures removed from 100-year (1% annual chance) flood risk.
- Estimated Population removed from 100-year (1% annual chance) flood risk.
- Critical facilities removed from 100-year (1% annual chance) flood risk (#).
- Number of low water crossings removed from 100-year (1% annual chance) flood risk (#).
- Estimated reduction in road closure occurrences.
- Estimated length of roads removed from 100-year flood risk (miles).
- Estimated farm & ranch land removed from 100-year flood risk (acres). Estimated farm & ranch land at 100-year flood risk (acres) should only include farm and ranch land that are negatively impacted by flooding events and should not include land that benefits from floodplains for example rice fields.
- Estimated reduction in fatalities (if available).
- Estimated reduction in injuries (if available).
- Pre-Project Level-of-Service
- Post-Project Level-of-Service
- Cost/ Structure removed
- Percent Nature-based Solution (by cost)
- Negative Impact (Y/N)
- Negative Impact Mitigation (Y/N)
- Social Vulnerability Index (SVI)
- Water Supply Benefit (Y/N)

- Traffic Count for Low Water Crossings

The recommended solutions must be permittable, constructible, and implementable. The recommended flood risk reduction solutions must have no negative effect on neighboring areas in accordance with statutory requirements for regional flood plans (Texas Water Code § 16.062(i) and (j)(2)). Recommended flood risk reduction solutions, including flood mitigation projects, must meet the definition and requirements regarding no negative effect identified in Exhibit C to the Regional Flood Planning Contracts, Technical Guidelines for Regional Flood Planning by the Texas Water Development Board.

Task 5: Independent QA/QC

Includes the implementation of a Quality Assurance/Quality Control (QA/QC) procedure that meets or exceeds the requirements of FEMA. The QA/QC shall include a multi-level approach to ensure that all project goals are met, critical/technical issues are addressed, and high-quality products are delivered in a timely fashion. Items such as quality control checklists shall be created for the various tasks in this project with milestone reviews of the events and describing the items needing further review and comments by the project team. All project materials shall be presented to Hays County with certification of QA/QC review.

a. Conduct independent QA/QC of hydraulic and mapping milestones prior to submission to Hays County for review. There are two hydraulic milestones and two mapping milestones as listed below.
    1. XS Extensions, Parameters & Initial Results – Submittal includes preliminary hydraulic models, hydraulic data notebook, and supporting data. This modeling shall include incorporation of prior field measurements and field survey, initial frequency simulations, and historical event simulations.
    2. Calibration & Reporting – Submittal includes final hydraulic model, hydraulic data notebook, and supporting data. This submittal shall include draft text documenting non-standard methodologies, assumptions, and results including comparisons to previous data and historical events.
    3. Draft Floodplain Mapping – Submittal includes preliminary floodplain shapefiles with a top width comparison table explaining discrepancies greater than 5% between the model width and the mapped width.
    4. Revised Floodplain Mapping and Grids – Submittal includes final floodplains including associated water surface elevation and depth grids. This submittal shall include a final top width comparison table.
b. Conduct independent QA/QC of alternatives milestones prior to submission to Hays County for review. There are two alternative milestones as listed below.
    1. Preliminary Alternatives – Submittal includes list and location of sensitivity alternatives and preliminary risk reduction results for viability review.
    2. Advanced Alternatives & Reporting – Submittal includes review of hydrologic and/or hydraulic models, quantification of benefits and costs.

Task 6: Documentation and Deliverables

Includes preparation of a Flood Protection Planning report that provides a thorough explanation of all procedures, assumptions, special considerations, comparisons, checkpoints, independent QA/QC, and planning results. Consultation and coordination with Hays County throughout preparation of the report shall be required

to discuss possible refinement of objectives, current and final methodologies, and any other items requiring further review.

a. Prepare report documenting the study approach, data collection, hydraulic analysis, modeling results, mitigation analysis and mitigation recommendations.
b. Prepare supporting information including computation spreadsheets, hydraulic models, and supporting geospatial data. A digital copy of the report will also be provided.

Deliverables:

1. Monthly invoices and progress reports
2. Public Meeting content for three (3) meetings (presentation slides, exhibits, and maps)
3. Final hydraulic dataset submittal (hydraulic modeling notebook, reporting, hydraulic models, supporting GIS datasets – centerlines, cross-sections, flow paths, n-values, floodplains and depth grids)
4. Listing and location of six (6) sensitivity alternatives
5. Fact sheets and quantification of benefits for three (3) conceptual mitigation alternatives
6. Independent QA/QC checklists for each milestone review
7. Digital draft TWDB-compliant report submittal describing the methods, assumptions, and results of the Hays County Onion Creek Watershed Study including supporting information, models, and GIS datasets
8. Digital final report with reconciled TWDB comments

SCHEDULE

Halff's services shall be performed in a timely manner consistent with due and reasonable diligence and sound professional practices. Any adjustments made to the agreed upon schedule shall be acceptable to both parties.

Task / Description	Duration (days)	Start	Finish
Notice to Proceed	1	1-Nov-22	
Task 1: Project Management	457	1-Nov-22	31-Jul-24
Task 2: Data Collection and Hydrology*	244	1-Nov-22	6-Oct-23
Task 3: Hydraulic Analysis and Mapping	414	1-Nov-22	31-May-24
Task 4: Flood Mitigation Analysis	214	6-Oct-23	31-Jul-24
Task 5: Independent QA/QC	457	1-Nov-22	31-Jul-24
Task 6: Documentation and Deliverables	457	1-Nov-22	31-Jul-24

*The schedule is reliant upon the completion of the City of Austin Atlas 14 hydrologic model for Onion Creek. The current schedule assumes hydrology will be ready for incorporation in September of 2023. All efforts will be made to meet the grant schedule of August 1, 2024. However, if hydrology results are delayed there may be an impact to this schedule.

FEE SUMMARY

Payment for services is on a time and materials basis. If the County requests tasks that are not included in the scope of services defined above, additional services will be requested to cover the additional costs to complete the work requested.

Task / Description	Halff Budget	CD&P Budget	Total Budget
Task 1: Project Management	$40,007	$29,993	**$70,000**
Task 2: Data Collection and Hydrology	$20,000	$0	**$20,000**
Task 3: Hydraulic Analysis and Mapping	$235,350	$0	**$235,350**
Detailed Study (87 miles)	*$113,100*	*$0*	***$113,100***
Limited Detailed Study (159 miles)	*$97,250*	*$0*	***$97,250***
Floodplain Mapping and Depth Grids	*$25,000*	*$0*	***$25,000***
Task 4: Flood Mitigation Analysis	$40,000	$0	**$40,000**
Task 5: Independent QA/QC	$39,650	$0	**$39,650**
Task 6: Documentation and Deliverables	$25,000	$0	**$25,000**
Total	$400,007	$29,993	**$430,000**

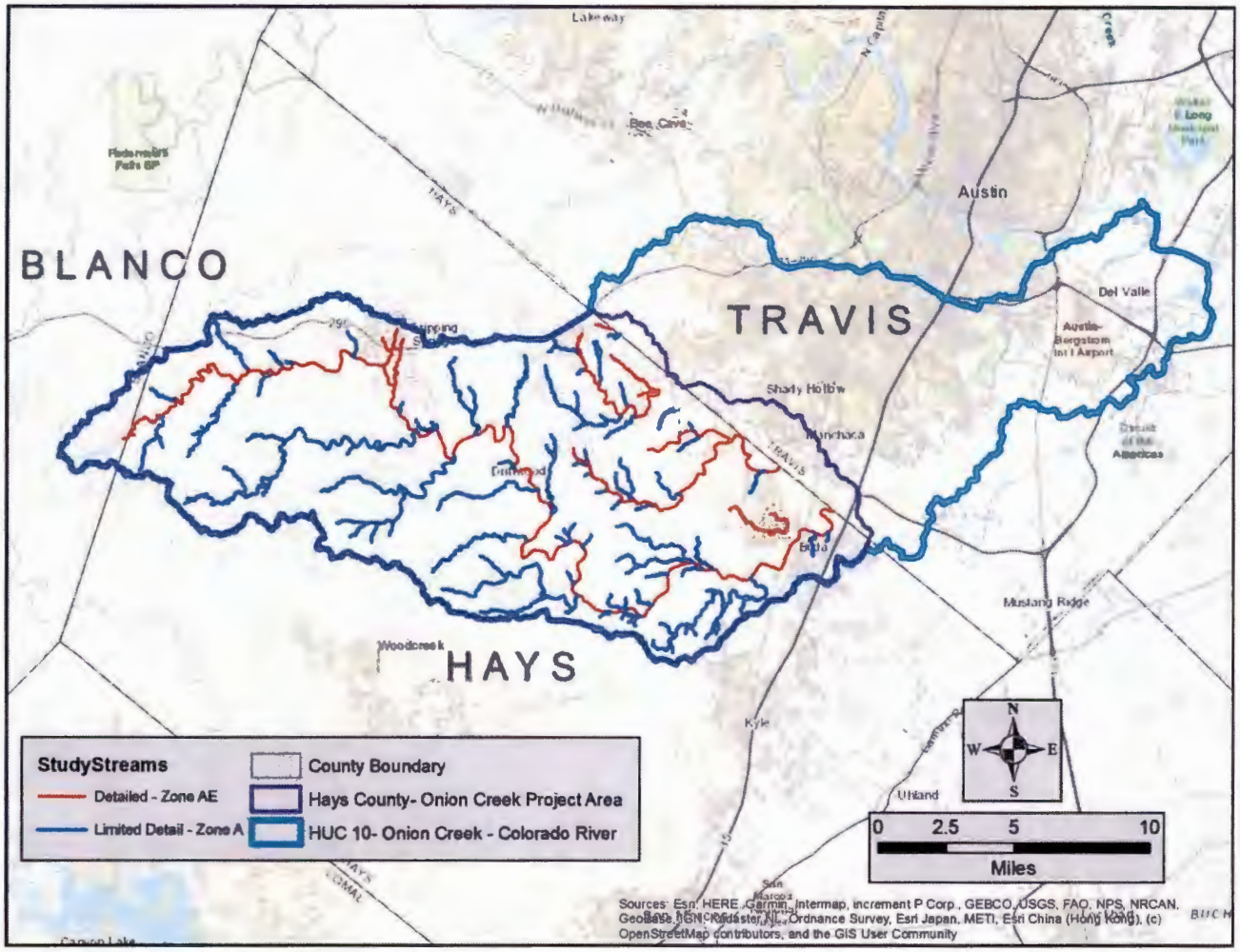
RATE SCHEDULE

Services will be billed on a time and materials basis using the rate schedule below. Direct expenses are not anticipated for this project.

Halff Associates, Inc.	
CATEGORY	**HOURLY RATE**
Principal	$250.00
PM	$205.00
Senior PE	$215.00
Mid PE	$160.00
Junior PE	$130.00
EIT	$115.00
QA/QC Manager	$230.00
Senior GIS	$145.00
Mid GIS	$115.00
Junior GIS	$90.00
Senior Programmer	$190.00
Mid Programmer	$160.00
Junior Programmer	$135.00
2 Man Crew	$182.28
Admin / Clerical	$70.00

Concept Development & Planning, LLC	
CATEGORY	**HOURLY RATE**
Principal	$225.00
Public Engagement Manager	$175.00
Senior Lead Specialist	$150.00
Specialist	$125.00
Coordinator	$100.00

Attachment 1 – Project Area and Study Streams



AGENDA ITEM REQUEST FORM: L. 1.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation, including but not limited to Hays County's potential intervention, related to *Hays County Emergency Services District No. 9 v. San Marcos Hays County Emergency Medical Services, Inc.*, Cause No. 26-2025-DCE, pending in the 453rd Judicial District Court in Hays County. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 09/29/2026

Requested By: Chris Ulibarri

Sponsor: Commissioner Ingalsbe

Agenda Item:

Executive Session pursuant to Sections 551.071, 551.076, 551.0761, and 551.089 of the Texas Government Code: consultation with counsel and deliberation regarding security audits and the deployment and/or implementation of security personnel or devices; cybersecurity measures, policies, and contracts intended to protect critical infrastructure of Hays County; and security assessments or deployments relating to information resources technology and network security information. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary:

Fiscal Impact:

Amount Requested:
Line Item Number:

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments:

Auditor's Office

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

Attachments

GTS Quote
Assessment Justification

GTS
TECHNOLOGY SOLUTIONS

Staff Augmentation Quote

Date: 8/20/2026 **Job ID #:** 6952
Customer: Hays County
Contact: Chris Ulibarri
Contact Email: chris.ulibarri@hayscountytx.gov

DIR Contract#: DIR-CPO-5721

	Contractor Name	Title of Role	Bill Rate / Hour	Estimated Hours	Total
1.	Paul Knight	IT Auditor Level 2	$95.00	157	$14,915.00
				Total:	$14,915.00

Job Summary:
One (1) Information Security Analyst (DIR Title: IT Auditor Level II) to assess Hays County's current cybersecurity posture and help establish a comprehensive, sustainable security framework. This consultant will evaluate existing security policies, processes, controls, and risks; identify gaps and areas for improvement; and provide practical recommendations and a prioritized roadmap to strengthen the County's overall cybersecurity program.

The ideal candidate will have extensive experience with cybersecurity assessments, governance, risk management, and industry-standard frameworks within complex organizations. Public-sector or local government experience is strongly preferred.

Key Responsibilities

- Assess the County's current cybersecurity posture, policies, procedures, standards, and controls.
- Evaluate the County's security program against recognized frameworks such as NIST Cybersecurity Framework (CSF), NIST 800-53, CIS Controls, and other applicable standards.
- Identify cybersecurity risks, control gaps, vulnerabilities, and areas of noncompliance.
- Review existing security governance, policies, processes, roles, and responsibilities.
- Recommend enhancements to cybersecurity policies, standards, procedures, and governance practices.
- Develop a prioritized cybersecurity improvement and remediation roadmap based on risk, business impact, available resources, and industry best practices.
- Assist County leadership in defining an appropriate target-state cybersecurity framework and maturity level.
- Provide recommendations related to identity and access management, data protection, incident response, vulnerability management, third-party risk, business continuity, and other key security domains.
- Work collaboratively with IT leadership, technical teams, business stakeholders, and executive leadership.
- Provide clear documentation and communicate technical risks and recommendations to both technical and nontechnical audiences.
- Support the County in establishing measurable cybersecurity objectives, priorities, and ongoing governance processes.

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

GTS
TECHNOLOGY SOLUTIONS

Staff Augmentation Quote

Required Qualifications

- 8+ years of experience in cybersecurity, information security, IT risk, IT audit, governance, or a related discipline.
- Significant experience conducting cybersecurity risk assessments, maturity assessments, or security framework evaluations.
- Strong knowledge of NIST CSF, NIST 800-53, CIS Controls, and cybersecurity governance and risk-management practices.
- Experience identifying security gaps and developing actionable remediation plans and strategic roadmaps.
- Experience developing or evaluating cybersecurity policies, standards, procedures, and controls.
- Strong understanding of enterprise security concepts, including access management, network security, vulnerability management, data protection, incident response, and third-party risk.
- Ability to translate technical security findings into business risks and recommendations for executive leadership.
- Strong written, verbal, analytical, and documentation skills.

Time Frame:
157 hours

All fees and charges are included in the hourly rate. Hays County will not pay any additional fees or charges to convert a temporary IT professional to full-time County employment.

Renewal Option:
Hays County can renew for additional day(s) under the same pricing. GTS will only bill for services actually performed, where work time is submitted by GTS and approved by Hays County.

Background Requirements:
All GTS personnel must successfully pass GTS's multi-county, state, and federal criminal background check, as well as all County-required background screening and CJIS security requirements.

Breakdown of All-Inclusive Payrolling Costs:
Payrolling costs cover the following mandated taxes and insurances: FICA, (Federal Insurance Contribution Act) for Social Security and Medicare, SUTA, (State Unemployment Tax Act), FUTA, (Federal Unemployment Tax Act) and Workers' Compensation Insurance. Payrolling costs also include Professional and General Liability Insurance, benefits administration, human resource consultation and administration, DIR fees, payroll processing, and payroll funding.

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996 **FAX** 512.452.0691
Jenny.Kertsos@gts-ts.com

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

HAYS COUNTY INFORMATION TECHNOLOGY

MEMORANDUM

TO:	Kandice Boutté, County Administrator
FROM:	Chris Ulibarri, IT Director
DATE:	August 20, 2026
SUBJECT:	Request to Contract a Security Analyst for a Cybersecurity Needs Assessment

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Purpose

I am requesting approval to contract a security analyst to conduct an independent assessment of Hays County's current cybersecurity capabilities. The engagement would produce two things we do not have today: documentation of the security controls actually in place across the county, and a prioritized plan to close the gaps that carry the most immediate risk.

The problem

Hays County IT does not have a full-time security officer. Security work is currently spread across staff whose primary responsibilities are elsewhere, which means it gets attention when something breaks rather than on a planned basis. That arrangement has held so far, but it leaves us in a position where nobody can answer basic questions with confidence, including which controls we have, how well they are configured, who owns them, and where our real exposure is.

Three factors make this worth addressing now rather than later:

- We carry criminal justice data. The Sheriff's Office, the courts, and the emergency communications center all run systems subject to the FBI CJIS Security Policy. Compliance there is not optional and is subject to audit. We have started a gap assessment internally, but we need qualified eyes on it.
- Texas local governments are an active target. Ransomware and business email compromise against counties and cities in this state are routine, not hypothetical. Recovery costs, downtime, and the public trust damage from a successful attack far exceed the cost of finding out where we are weak.
- We are building the FY27 through FY31 strategic plan and budget right now. Security investments requested without a documented assessment behind them are hard to defend and easy to defer. An assessment completed in this window gives Commissioners Court an evidence-based request instead of a general appeal.

Why contract instead of hire

A full-time security position is a separate conversation, and one I expect we will need to have. This request is deliberately narrower.

Recruiting a qualified security professional into a county salary structure takes months, and in this market the search often has to be run more than once. Contracting gets professional judgment in front of us in weeks instead. It also gives us something a new hire cannot: an outside perspective that has seen how other jurisdictions handle the same problems, with no stake in defending decisions made here in the past.

Just as important, the assessment tells us what a permanent security role should actually look like. Rather than writing a job description around assumptions, we would be scoping the position around documented needs. If the findings show the workload justifies a full-time officer, the assessment becomes the justification for that request.

The contract also carries no ongoing obligation. It is a defined scope, a defined deliverable, and a defined end date.

Cost and funding

Estimated cost for an engagement of this scope is $14,915.00.

What happens if we do not do this

We keep operating without a documented security baseline, our CJIS gap work stays internally validated only, and budget requests for security go to Commissioners Court without supporting analysis, which makes them easy to postpone. If an incident does occur, we will be assembling this same information under pressure and after the fact, with far less control over the cost.

Recommendation

I recommend approval to solicit and contract a qualified security analyst for a cybersecurity needs assessment as described above. I will provide the completed assessment, findings, and remediation roadmap to your office and will be prepared to brief Commissioners Court on the results. I am glad to walk through the scope in more detail or adjust it based on what you would like to see covered.

Chris Ulibarri
IT Director, Hays County

AGENDA ITEM REQUEST FORM: L. 3.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding national opioid settlements involving Associated Pharmacies, Inc. (and American Associated Pharmacies), JM Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (otherwise known as the Six Remnant Defendants), including, but not limited to, whether to opt-in to the settlement. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM: L. 4.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near 500 FM 150 East, Kyle, Texas 78640 in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 5.

Hays County Commissioners Court

Date: 09/29/2026

Requested By:

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near East FM 150, Kyle, Texas 78640 in Precinct 1. Possible discussion and/or action may follow in open court.. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

Summary