Commissioners Court – October 27, 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 OCTOBER 27, 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. Adopt a Proclamation recognizing November 7, 2026 as Harvey E. Miller Day of Service. **INGALSBE**

2. Adopt a Proclamation recognizing October 25 - 31, 2026 as Spiritual Care Week in Hays County. **HAMMER/GONZALES**

G. **CONSENT ITEMS**

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**

2. Approve the payment of Juror disbursements. **TENORIO**

3. Approve the payment of 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 30, 2026 payroll disbursements in an amount not to exceed $6,800,000.00 effective October 30, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

5. Approve the payment of the November 13, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective November 13, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

6. Accept donations totaling $4,000.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE/WOODLAND**

7. Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2026 Hays County Annual Financial Statement Audit. **INGALSBE/VILLARREAL-ALONZO**

8. Authorize the execution of an Engagement Letter with ABIP PC for services related to the Fiscal Year 2026 Annual SOC-1 Type 2 Audit. **BECERRA/ESCOBAR/HUNT**

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

10. Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2027 financial reporting. **BECERRA/WOODLAND**

11. Authorize the execution of the Third Amendment to the Hays County American Rescue Plan Recovery Social Service Funding Agreement between Hays County and United Way for Greater Austin. **INGALSBE/WOODLAND**

12. Approve Commissioners Court Minutes of August 25, 2026 and September 1, 2026. **BECERRA/CARDENAS**

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

14. Ratify administrative approval of PLN-2993-NP - Waterstone, Unit F, Phase 1, Final Plat. **INGALSBE/BERLAD**

15. Ratify administrative approval of PLN-2991-NP; Sunfield IOS Subdivision, Lot 1, Final Plat. **COHEN/BERLAD**

16. Ratify administrative approval of PLN-3004-PC - Rolling Oaks Subdivision, Lot 12B, Replat. **HAMMER/BERLAD**

17. Ratify administrative approval of PLN-2968-NP; Gee Estates, Final Plat. **SMITH/BERLAD**

18. Approve the revised Hays County Travel Policy. **INGALSBE/BOUTTE**

19. Approve out-of-state travel for the Development Services Director, Michael Berlad, and Senior Planner, Colby Machacek, to attend the MyGovernmentOnline (MGO) National Conference on December 9th–December 11th 2026 in New Orleans, Louisiana in an amount not to exceed $3,000.00. **INGALSBE/BERLAD**

20. Authorize the execution of an engagement letter with Davis Kaufman PLLC in the amount of $75,000.00 related to the 90th legislative session of the Texas Legislature, and amend the budget accordingly. **COHEN/BOUTTE**

21. Approve payment to SHI Government Solutions in the amount of $9,257.40 for the Parks Department, and $922.77 for the Facilities and Resource Management Department, where no purchase order was obtained per the Hays County Purchasing Policy. **BECERRA/FLOCKE/CRUMLEY/HUNT**

22. Authorize the execution of the amended Texas Association of Counties 2027 Employee Health Benefits Renewal Agreement, including Exhibit A establishing retiree medical insurance premium rates and County contributions, pursuant to RFP 2024-P11 Employee Group Health, Dental, and Employee Assistance Plans. **BECERRA/GRANJENO**

23. Authorize approval of the Casualty Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $769,594.00, pursuant to RFP 2023-P11. **BECERRA/GRANJENO**

24. Authorize payment to Ban-Koe in the amount of $1,319.00 for Fiscal Year 2027 Human Resources badge software support in which no purchase order was issued as required per the Hays County Purchasing Policy. **BECERRA/GRANJENO**

25. Authorize approval of the Property Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium in the amount of $393,844.00, pursuant to RFP 2023-P11. **BECERRA/GRANJENO**

26. Authorize the execution of a renewal contract for the amount of $2,704.10 per month, with Thompson Reuters West Proflex for legal research in the Hays County Criminal District Attorney Office - Civil Division. **INGALSBE/HIGGINS**

27. Authorize the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2026 Edward Byrne Memorial Justice Assistance state formula grant not to exceed $44,309.00 **INGALSBE/BOUTTE/HIPOLITO**

28. Authorize the submission of a grant application to the Department of Justice, Patrick Leahy Bulletproof Vest Partnership grant program in the amount of $18,000.00. **HAMMER/BOUTTE**

29. Approve the transfer of a 2015 Chevrolet C2500 Pickup with communication equipment from the Sheriff's Office to the Health Department. **HAMMER/HIPOLITO**

30. Authorize the acceptance of $10,000.00 in insurance proceeds from the Texas Association of Counties to help cover repair expenses for a security gate at the Jail and amend the budget accordingly. **HAMMER/HIPOLITO**

31. Authorize the Hays County Jail to use Cornerstone Detention Products, Inc. for replacement parts related to the security system for $1,192.48 and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly. **HAMMER/HIPOLITO**

32. Approve specifications for IFB 2027-B01 Road Building Materials - Hot Mix and authorize Purchasing to advertise and solicit bids. **BECERRA/A.JONES/HUNT**

33. Approve specifications for IFB 2027-B02 Road Building Materials - Cold Mix and authorize Purchasing to advertise and solicit bids. **BECERRA/A.JONES/HUNT**

34. Approve specifications for IFB 2027-B03 Countywide Dumpsters and authorize Purchasing to advertise and solicit for bids. **BECERRA/CRUMLEY/HUNT**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to execute an Advanced Funding Agreement (AFA) by and between Hays County and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), for RM 3237 from RM 150 to RM 12 (CSJ 0805-04-038) and RM 3237 at Lone Man Mountain Road (CSJ 0805-04-039) and amend the budget accordingly. **HAMMER/A.JONES**

2. Discussion and possible action to authorize the execution of a Contract Amendment No. 1 to 2026-PSA-27 between Hays County and LJA, Inc. formerly known as LJA Engineering, Inc. ("LJA"), for the Goforth Road project in Precinct 1 to add further subconsultant direct expense rate categories. **INGALSBE/A.JONES**

3. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2027-PSA-22) between Hays County and American Structurepoint, Inc. to provide engineering services for the Dripping Springs Southwest Connection project in Precinct 3 and Precinct 4. **HAMMER/SMITH/A.JONES**

4. Discussion and possible action to authorize the execution of Contract Amendment No. 2 to 2026-PSA-33 between Hays County and Kleinfelder, Inc. for the Darden Hill Road/CR 162 Phase 2 project in Precinct 4. **SMITH/A.JONES**

5. Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-14) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide Construction, Engineering, & Inspection (CE&I) services for the Cotton Gin Road project in Precinct 1 and amend the budget accordingly. **INGALSBE/A.JONES**

6. Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-17) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide Construction, Engineering, & Inspection (CE&I) services for the Hillside Terrace project in Precinct 2, and amend the budget accordingly. **COHEN/A.JONES**

7. Discussion and possible action to approve the selection of EDGE Engineering to provide engineering services for a H&H (Hydrology & Hydraulics) study required by TCEQ (Texas Commission on Environmental Quality) on the River Oaks Dam and authorize staff and counsel to negotiate a contract. **HAMMER/SMITH/A.JONES**

J. **SUBDIVISIONS**

1. Hold a Public Hearing regarding PLN-3049-PC; Lost Ranchos, Lot 7, Replat. **SMITH/BERLAD**

K. **MISCELLANEOUS**

1. Hold a public hearing at 11:00 am regarding the proposed updates to the Hays County Development Regulations, followed by discussion and possible action to adopt the "Hays County Development Regulations Final Draft" with an effective day of January 1, 2027. The Commissioners Court authorizes Freese & Nichols Inc. (FNI) to make minor edits to the Final Draft prior to the effective date such as formatting, misspelling, typos, or other scrivener's errors. **BECERRA/BERLAD**

2. Discussion and possible action to approve the naming of two private driveways in Precinct 3, Maddalena Lane and Gracewood Way. **HAMMER/BERLAD**

3. Discussion and possible action to authorize the Parks Department to implement a new payment processor, Stripe, through their Checkfront reservation system, and authorize a waiver to the purchasing policy of obtaining three quotes. **HAMMER/FLOCKE/HUNT**

4. Discussion and possible action to execute the Software as a Service Agreement between Hays County and Tyler Technologies related to the cloud-based services for New World. **INGALSBE/ULIBARRI/VILLARREAL-ALONZO/HUNT**

5. Discussion and possible action to modify the Retiree Insurance and Medicare Eligible Retirees sections within the 2B114 Retirement personnel policies effective October 27, 2026. **BECERRA/GRANJENO**

6. Discussion and possible action to approve the 2027 Employee Wellness Incentive Program Guidelines and amend the personnel policies to incorporate Policy 2B104A – Wellness Leave, effective January 1, 2027. **BECERRA/GRANJENO**

7. Discussion and possible action to authorize the Health Department to use the remaining Employee Flu Shots for the public. **COHEN/GONZALES**

8. Discussion and possible action to authorize reimbursements for shift backfill, lodging, mileage, overtime, and meal per diems in the amount of $28,445.98 for Emergency Communication Officers Andrew Dunn and Beth Burns whom deployed under the Texas Division of Emergency Management's Incident Support Task Force related to the Fire Season Disaster (2026 TX-TFMS-260001) and amend the budget accordingly. **BECERRA/ROBINSON**

9. Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor, FY27 Specialty Court Grant Program for the DWI/Drug Court Program in the amount of $190,955.65 and amend the budget accordingly. **BECERRA/INGALSBE/BOUTTE/HALL/KEY**

10. Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor, FY27 Specialty Court grant program for the Mental Health Court in the amount of $72,000.00 and amend the budget accordingly. **COHEN/BOUTTE/BROWN**

11. Discussion and possible action to authorize the execution of a contract between Hays County and Joeris General Contractors, LLC pursuant to RFP 2026-P03 Eastside Campus - Construction Manager at Risk - Contract. **COHEN/INGALSBE/CRUMLEY/HUNT**

12. Discussion and possible action to execute a Professional Services Agreement between Hays County and Legends TriCounty Funeral Services pursuant to RFP 2026-P13 Indigent Cremation & Burial Services - Contract. **INGALSBE/COHEN/HUNT/GONZALES**

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 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**

2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in and to 2.196 acres from property owned by Jonathan V. Castanada and Eiliana M. Castanada, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 32). Possible action to follow in open court. **COHEN**

3. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 3.555 acres, and drainage easement interest in 0.3719 acre from property owned by Billie Jo Wilson, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 33). Possible discussion and/or action may follow in open court. **COHEN**

4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 4.736 acres, and drainage easement interest in 0.0969 acre from property owned by *Altagarcia Elias, as Custodian for minors Kayla Segovia and Vianey Segovia*, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 35 & 36). Possible discussion and/or action may follow in open court. **COHEN**

5. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding: (1) *Hays County, Texas v. Somerset Homes, Inc, A Texas Corporation*, et al., Cause No. 25-0760-C pending in Hays County Court-at-Law No. 1 (Parcel 2 of the RM 12 at Skyline Drive roadway and safety improvement project). Possible discussion and/or action may follow in open court. **HAMMER**

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: 10/27/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing November 7, 2026 as Harvey E. Miller Day of Service. **INGALSBE**

Summary

Proclamation - Miller Day of Service

Attachments

Proclamation

PROCLAMATION RECOGNIZING NOVEMBER 7TH, 2026
AS HARVEY E. MILLER DAY OF SERVICE

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the Dunbar Heritage Association and the Miller Family will observe the 6th Annual Harvey Miller Day of Service on November 7, 2026, honoring Harvey E. Miller, "The Good-Looking Fella," a trailblazer, civil rights hero, historian, youth worker, and community servant whose dedication enriched San Marcos for 54 years; and

WHEREAS, Harvey Edward (Ercie) Miller was born November 4, 1929, in Rocky Hollow, a Freedom Colony near Georgetown, Texas, the oldest of ten children born to Frank and Elnora Sedwick Miller; and

WHEREAS, he attended Carver School and married his high school sweetheart, Ara Belle Jefferson, on July 7, 1948, raising four daughters: Chrystal, Linda, Mittie, and Tricia; and

WHEREAS, the family moved to San Marcos in 1966, where Harvey served Gary Job Corps Center for more than 35 years, and Ara Belle became the first African American nurse at the Hays County Health Department; and

WHEREAS, Harvey helped establish the Bridge Builders to improve race relations and transform the former Dunbar School into a park and recreation center for all children, becoming its first director; and

WHEREAS, he founded the Dunbar Heritage Association, supported Greater Bethel Baptist Church, and received the 2008 Spirit of San Marcos Award and recognition as an Outstanding Senior Volunteer; and

WHEREAS, Deacon Harvey Miller passed away September 1, 2020, at age 90, leaving a legacy of faith, leadership, mentorship, and service that continues to inspire community pride; and

WHEREAS, family, community partners, residents, and volunteers will commemorate his 97th birthday through the Dunbar Neighborhood Cleanup on Saturday, November 7, 2026, at Eddie Durham Park in San Marcos, with check-in at 7:30 a.m. and service beginning at 8:00 a.m., embracing to renew our community, restore our neighborhood, and remember his legacy.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the first Saturday of every November as:

"HARVEY E. MILLER DAY OF SERVICE"

And calls upon the citizens of Hays County to recognize his immeasurable contributions and honor his enduring legacy by serving the community on November 7th, 2026.

ADOPTED THIS THE 27th DAY OF OCTOBER 2026

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Gutierrez Cohen
Commissioner, Pct. 2

Morgan Hammer
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Matthew Gonzales, Director of the Health Department

Sponsor: Commissioner Hammer

Agenda Item

Adopt a Proclamation recognizing October 25 - 31, 2026 as Spiritual Care Week in Hays County. **HAMMER/GONZALES**

Summary

The Spiritual Care Network of Hays County, who is in attendance today, requested this proclamation to acknowledge the last full week of October, the 25th - 31st of October 2026, as Spiritual Care Network Week in Hays County. It recognizes the essential role of spiritual care in supporting emotional, relational, and spiritual well-being, particularly for individuals navigating mental health concerns, substance use recovery, grief trauma, crisis, and major life transitions. The proclamation highlights the work of the Spiritual Care Network of Hays County, which strengthens collaboration among faith communities, behavioral health professionals, substance use treatment providers, healthcare organizations, first responders, non-profits, social-services agencies, community leaders, and other helping professionals. It affirms that effective spiritual care respects cultural and personal beliefs, encourages appropriate referral when clinical care is needed, reduces stigma, expands access to support and promotes coordinated whole-person care across the community.

Attachments

Proclamation

PROCLAMATION RECOGNIZING OCTOBER 25TH - 31ST AS SPIRITUAL CARE WEEK

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the last full week of October, observed in 2026 from October 25–31, is recognized as Spiritual Care Week, a time dedicated to recognizing the important role spiritual care plays in supporting the emotional, relational, spiritual, and overall well-being of individuals, families, and communities; and

WHEREAS, spiritual well-being is closely connected to mental health and substance use recovery, and many individuals draw upon faith, meaning, values, connection, and hope while navigating depression, anxiety, trauma, grief, addiction, recovery, crisis, major life transitions, and other significant challenges; and

WHEREAS, the Spiritual Care Network of Hays County works to strengthen the connection between spirituality, mental health, and substance use by building collaborative relationships among faith communities, behavioral health professionals, substance use treatment providers, healthcare organizations, social-service agencies, first responders, nonprofit organizations, community leaders, and other helping professionals; and

WHEREAS, spiritual care recognizes that faith and spirituality can be important sources of meaning, resilience, hope, support, and recovery, while also acknowledging the importance of appropriate clinical care, ethical boundaries, and referral when an individual's needs extend beyond the scope of spiritual support alone; and

WHEREAS, spiritual care is provided throughout our community by clergy, chaplains, faith leaders, mental health professionals, substance use professionals, healthcare professionals, first responders, nonprofit organizations, community leaders, and other trained helping professionals who walk alongside individuals and families during times of both celebration and hardship; and

WHEREAS, effective spiritual care honors the dignity, beliefs, values, culture, and autonomy of each individual while encouraging appropriate collaboration between spiritual care providers and professionals addressing mental health and substance use concerns; and

WHEREAS, strong communities are built through relationships and coordinated partnerships that reduce stigma, increase understanding, promote early connection to support, and help individuals more readily access both spiritual care and evidence-based mental health and substance use services when needed; and

WHEREAS, the Spiritual Care Network of Hays County promotes education, collaboration, ethical spiritual care, appropriate referral, and greater awareness of community resources so that individuals experiencing mental health concerns, substance use challenges, grief, trauma, crisis, loneliness, or other significant life circumstances are more effectively connected to the support they need; and

WHEREAS, Spiritual Care Week provides an opportunity to recognize those who provide spiritual care, increase awareness of the connection between spirituality, mental health, and substance use, encourage meaningful collaboration across disciplines and organizations, and highlight the important role that faith, meaning, hope, connection, and compassionate presence can have in individual and community well-being; and

WHEREAS, the recognition of Spiritual Care Week affirms the value of whole-person care and the importance of communities in which spiritual, emotional, behavioral, and practical needs are addressed through respectful, ethical, and collaborative support.

NOW, THEREFORE, BE IT PROCLAIMED, that the last full week of October - October 25–31, 2026 - be recognized as Spiritual Care Week in our community; and that residents are encouraged to learn more about the relationship between spiritual well-being, mental health, and substance use recovery; recognize the contributions of those who provide spiritual care; support collaboration among faith communities and helping professionals; and strengthen efforts that promote compassionate, ethical, and whole-person care throughout our community.

ADOPTED THIS THE 27TH DAY OF OCTOBER, 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.

ATTEST:

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

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the October 30, 2026 payroll disbursements in an amount not to exceed $6,800,000.00 effective October 30, 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: 10/27/2026

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the November 13, 2026 payroll disbursements in an amount not to exceed $5,800,000.00 effective November 13, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 10/27/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Accept donations totaling $4,000.00 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 $4,000 in grants and contributions utilizing the county federal tax identification number as authorized.

> $2,000 - First Presbyterian Church
> $2,000 - Coastal Agricultural Supply

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:
($4,000) - Increase Contributions 001-895-98-354.4610
$4,000 - 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, $4,000 in Contributions
Comments:

Attachments

HCCPB Donation Documentation

Hays County Child Protective Board

401 (C) Broadway
San Marcos, Texas 78666

Memorandum
Oct 19, 2026

Treasurer deposit to:
001-895-98-354.4610
will place on the 10/27/26 CC agenda
to accept donation and pass thru.

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

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

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

Subject: Acceptance of Donations

As a result of donations from Coastal Agricultural Supply and the First Presbyterian Church, the Hays County Child Protective Board has received the following enclosed checks and submits them to the County for pass through.

- $ 2,000 First Presbyterian Church
- $ 2,000 Coastal Agricultural Supply

Please let me know if you have any questions.

Your assistance is always very much appreciated.

RECEIVED
OCT 19 2026
BY: Cassy Poden
Budget

Taken to Treasurer's office 10/20/2026

Thanks!
Mary

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Villarreal-Alonzo

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2026 Hays County Annual Financial Statement Audit. **INGALSBE/VILLARREAL-ALONZO**

Summary:

ABIP, PC was awarded a one-year contract with four one-year renewal options for financial auditing services pursuant to RFQ 2022-Q05. ABIP, PC will audit the financial statements for the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. Funds are budgeted during the budget process for this service.

Fiscal Impact:

Amount Requested: $59,160
Line Item Number: 001-645-00.5442

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: RFQ 2022-Q05 Auditing Services

Auditor's Office

G/L Account Validated Y/N?: Yes, Independent Audit Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Hays County Engagement Letter FY2026
Hays County Governance Letter FY2026

abip
CPAs | ADVISORS

September 30, 2026

To the County Judge, Commissioners, and
Marisol Villarreal-Alonzo, County Auditor
Hays County, Texas
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

We are pleased to confirm our understanding of the services we are to provide for Hays County, Texas (the County) for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the County as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – General Fund
3) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – Other Major Special Revenue Funds
4) Schedule of Changes in the Net Pension Liability and Related Ratios – Texas County and District Retirement System
5) Schedule of Employer Contributions – Texas County and District Retirement System
6) Schedule of Funding Changes in Liability and Related Ratios – Other Postemployment Benefit Plan – Retiree Health Care Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the County's Annual Comprehensive Financial Report. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal and state awards
2) Budget and actual statements for all budgeted funds
3) Combining and individual funds statements and schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory Section
2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. We have not identified any other significant risks of misstatement as of the date of this letter. If we identify any significant risks of misstatement, we will notify you at that time.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known).

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to ABIP, PC will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and state awards.

You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

As an attest client, ABIP, PC cannot store your documents, data, or records on your behalf because doing so will impair ABIP, PC's independence. This is in accordance with the "Hosting Services" interpretation at ET 1.295.143 of the *AICPA Code of Professional Conduct*. The County is solely responsible for maintaining its own data and records.

ABIP does not host any of the County's information. Suralink is used solely to transmit data and is not intended to store the County's information. The County is solely responsible for downloading any deliverables and other records from Suralink that the County wishes to retain for its own records at the completion of the engagement. If this engagement occurs over multiple years, the County should download such information at least annually.

The data and deliverables and other records will either be removed from Suralink or otherwise become unavailable to the County within 60 days subsequent to the audit report date If the engagement is multi-year, the completion of the engagement occurs each year when the deliverables for that year are delivered to the County.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ABIP, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ABIP, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any oversight agencies or other grantor agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeremy Barbatto is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in December 2026 and to issue our reports no later than the March 2027 Commissioner's Court meeting.

Our fee for these services will be at our standard hourly rates. Our gross fee for the audit (which includes two major federal single audit programs and state single audit programs audited in conjunction with the major federal programs) will not exceed $59,160. If more than two federal or state programs are required to be audited an additional $8,000 minimum fee will be assessed for each additional program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You

will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

The above fee estimate is for the service of conducting a financial audit of the Hays County, Texas (see **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit** of the engagement letter) for the year ended September 30, 2026. The audit service does not include time and effort necessary to adjust or correct the County's financial accounting records in order to present and report in accordance with generally accepted accounting principles. This would include implementing GASBs that are required to be implemented and adjusting the financial statements. The fee also does not consider elevated risks in process and controls that will require additional audit attention. If the County requires us to assist with account reconciliations or the implementation of any GASBs, or if we have to address elevated risks in process controls we will notify the County and bill the additional time and effort for those situations at our standard hourly rates, which are as follows for 2026:

Partner	$515/hour
Manager	$395/hour
Senior	$240/hour
Associate	$185/hour

ABIP may utilize artificial intelligence (AI) and other advanced computing technologies to enhance audit effectiveness and efficiency through the automated analysis of large-volume general ledger and financial data populations. Confidential client information is not processed through publicly available or consumer-grade AI platforms. All technology-enabled procedures are conducted in accordance with the AICPA Code of Professional Conduct, ET Section 1.700, Confidential Client Information, and are performed exclusively within enterprise-grade environments that employ rigorous data isolation, access controls, and information security safeguards.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Judge and Commissioners of Hays County, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Hays County, Texas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,
ABIP, PC

ABIP, PC
San Antonio, Texas

RESPONSE:

This letter correctly sets forth the understanding of Hays County, Texas.

_____ _____

Signature Title

abip
CPAs | ADVISORS

September 30, 2026

To the County Judge and Commissioners
of Hays County, Texas

We are engaged to audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hays County, Texas (the "County") for the year ended September 30, 2026. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards,* the Uniform Guidance

As stated in our engagement letter dated September 30, 2026, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the County's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal and state program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also, in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the County's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement, applicable to each of its major federal programs for the purpose of expressing an opinion on the County's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the County's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the following; 1) Management's Discussion and Analysis, 2) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund, 3) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – Other Major Special Revenue Funds, 4) Schedule of Changes in Net Pension Liability and Related Ratios – Texas County and District Retirement System 5) Schedule of Contributions – Texas County and District Retirement System, 6) Schedule of Funding Changes in Liability and Related Ratios – Other Postemployment Benefit Plan – Retiree Health Care Plan, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the following other supplementary information; 1) Schedule of Expenditures of Federal and State Awards, 2) Budget and actual statements for all budgeted funds 3) Combining and Individual Fund Statements and Schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

According to U.S. Generally Accepted Auditing Standards (GAAS), significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks as part of our planning.

We expect to begin our audit in December 2026 and expect to issue our reports for presentation no later than the March 2027 Commissioner's Court meeting. Jeremy Barbatto is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Commissioner's Court and management of Hays County and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,
ABIP, PC

ABIP, PC

San Antonio, Texas

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Jennifer Escobar

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of an Engagement Letter with ABIP PC for services related to the Fiscal Year 2026 Annual SOC-1 Type 2 Audit. **BECERRA/ESCOBAR/HUNT**

Summary:

ABIP, PC was awarded a one-year contract with four one-year renewal options for the financial and SOC-1 Type 2 auditing services pursuant to RFQ 2022-Q05. ABIP, PC will examine the Tax Office Reporting System for processing and reporting tax transactions and balances as of Setpember 30, 2026, and the suitability of the design of the controls.

Fiscal Impact:

Amount Requested: $28,200
Line Item Number: 001-619-00.5442

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: External Auditor's travel expenses were not budgeted through the annual budget process, recommend budget amendment from contingencies.
$500 - Increase Independent Audit 001-619-00.5442
($500) - Decrease Contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2022-Q05 Auditing Services

Auditor's Office:

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

Attachments

FY 2026 Engagement Letter

abip
CPAs | ADVISORS

September 30, 2026

Commissioners Court of
Hays County, Texas
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

We are pleased to confirm our understanding of the services we are to provide for Hays County, Texas ("Hays County", "County", or "service organization").

We will examine Hays County's description of its Tax Office Reporting system for processing and reporting ad valorem tax transactions and balances throughout the period October 1, 2025 to September 30, 2026, and the suitability of the design and operating effectiveness of the controls included in the description to achieve the related control objectives stated in the description, based on the criteria identified in management of the County's assertion. As part of our examination, we will address the controls designed to meet the specified control objectives, which collectively form a portion of your description of the Tax Office Reporting System.

The objectives of our examination are to—

1) obtain reasonable assurance about whether, in all material respects, based on the criteria identified in management of the County's assertion—
    a) management's description of the system fairly presents the Tax Office Reporting System that was designed and implemented throughout the period October 1, 2025 to September 30, 2026.
    b) the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period October 1, 2025 to September 30, 2026.
    c) the controls, which were those necessary to provide reasonable assurance that the control objectives stated in the description were achieved, operated effectively throughout the period October 1, 2025 to September 30, 2026.
2) express our opinion in a written report about the matters referred to in this paragraph.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and performing other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Commissioner's Court of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We expect to use the work of an IT Practitioner, subject to evaluating that practitioner's professional competence and capabilities, confirming their understanding and compliance with the ethical requirements that apply to this engagement, including those related to independence, and evaluating the adequacy of their work for our purposes. We will also clearly communicate the participating practitioner's responsibilities and our expectations, determine that the participating practitioner has sufficient time to perform the assigned work, and be sufficiently and appropriately involved in the participating practitioner's work. We will use the work of the IT Practitioner as part of the basis for our opinion, but we will not make reference to the IT Practitioner in our report.

Because of the inherent limitations of an examination engagement, together with the nature and inherent limitations of internal control, an unavoidable risk exists that material misstatements may not be detected, including that controls at a service organization may not be suitably designed or always operate effectively to achieve the control objectives stated in the description of the system or meet the criteria stated in the assertion, even though the examination is properly performed in accordance with the attestation standards. Also, the projection to the future of any evaluation of the fairness of the presentation of the description or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the control objectives stated in the description, based on the criteria in the assertion, is subject to the risks that the system may change or that controls at a service organization may become ineffective.

You understand that our report is intended solely for the use and information of management of the County and others within the organization, user entities to whom you provide services, and their auditors who have a sufficient understanding to consider it, along with the other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. You also understand that the report is not intended to be, and should not be, used by anyone other than these specified parties.

Our engagement will include procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion, and whether controls are suitably designed and operating effectively to achieve the related control objectives. Our engagement will include procedures to assess the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description. Our procedures will also include testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the description were achieved. We will also evaluate the overall presentation of the description, the suitability of the control objectives stated in the description, and the suitability of the criteria specified in management of the County's assertion.

We will plan and perform the examination to obtain reasonable assurance about whether the description is free from material misstatement, based on the criteria identified in management's assertion. Because our engagement does not include procedures to perform a detailed examination of all aspects and transactions of the system, there is a risk that certain elements of the description may not be fairly presented and that certain controls may not be suitably designed or operating effectively even though the examination is properly planned and performed in accordance with the attestation standards. In addition, our engagement cannot be relied on to disclose all material errors, known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies, or uncorrected misstatements that may exist. However, if we become aware of known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified in the engagement, and uncorrected misstatements that are not clearly trivial and that may affect one or more user entities, we will inform you of such instances. You understand it is your responsibility to communicate with the affected user entities about such instances and to provide us with evidence or support for such communications, unless the occurrence is clearly inconsequential.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You are responsible for providing a written assertion that will accompany the County's description of the Tax Office Reporting system for processing and reporting tax transactions and balances and provided to user entities. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for (1) preparing the description in accordance with the criteria and preparing the assertion, including the completeness, accuracy, and method of presentation of the description and assertion; (2) providing the services covered by the description; (3) having a reasonable basis for the assertion; (4) selecting the criteria to be used and specifying them in the assertion; (5) determining that the criteria are suitable, will be available to the intended user(s), and are appropriate for the purposes of the engagement; (6) specifying the control objectives and stating them in the description; (7) identifying the risks that threaten the achievement of the control objectives included in the description; and (8) designing, implementing, and documenting controls that are suitably designed and operating effectively to provide reasonable assurance that the control objectives stated in the description will be achieved.

You are also responsible for informing us of any (1) knowledge of any actual, suspected, or alleged fraud by management or the County's employees that could adversely affect the fairness of the presentation of management's description of the Tax Office Reporting system or the completeness or achievement of the control objectives stated in the description; (2) instances of noncompliance with laws and regulations or uncorrected misstatements attributable to the service organization that may affect one or more user entities; (3) deficiencies in the design of controls; (4) instances where controls have not operated as described; and (5) known events subsequent to the date of the description of the system that could have a material effect on your assertion, the fairness of the presentation of management's description of the service organization's system, the suitability of the design of the service organization's controls relevant to user entities' internal control over financial reporting, and the operating effectiveness of those controls.

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of your description and your assertion; (2) access to additional information that we may request for the purpose of our examination; and (3) unrestricted access to appropriate persons within the organization from whom we determine it necessary to obtain evidence. At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter. If you do not fulfill these responsibilities, we will communicate in writing that we are unable to satisfactorily complete our examination and must disclaim an opinion or withdraw from the engagement.

Mark Biegler is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in September 2026. We estimate that our fees for these services will be $27,700. You will also be billed for travel and other out-of-pocket costs. Additional expenses are estimated to be $500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ABIP, PC
San Antonio, Texas

RESPONSE:
This letter correctly sets forth the understanding of the **Commissioners Court of Hays County, Texas.**

_____
Signature

_____
Printed Name

_____
Title

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 10/27/2026

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. 10.

Hays County Commissioners Court

Date: 10/27/2026

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 2027 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. 11.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Budget Office

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of the Third Amendment to the Hays County American Rescue Plan Recovery Social Service Funding Agreement between Hays County and United Way for Greater Austin. **INGALSBE/WOODLAND**

Summary:

The United Way for Greater Austin has reached out to the County to request a de-obligation of funds to their current ARPA contract. United Way has ceased the program and submitted their final reimbursement draw to Hays County. Therefore, at the request of the United Way organization, this amendment reduces the total contract award down from $696,564.00 to $507,951.66.

Fiscal Impact:

Amount Requested: None (de-obligation of funds)
Line Item Number: 011-763-99-167.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: No
Comments: De-obligated funds will be reallocated to other ARPA projects per the Department of Treasury's guidelines.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: The United Way for Greater Austin is a subrecipient of the County's ARPA Funding.

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

United Way Amendment

THIRD AMENDMENT
HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH UNITED WAY FOR GREATER AUSTIN

This Third Amendment to the Hays County Funding Agreement for Social Services (the "Amendment") is entered into by and between United Way for Greater Austin (the "Agency") and Hays County, Texas (the "County"), parties to the Hays County Social Service Funding Agreement executed on or about August 17, 2022 ("Agreement"). By execution of this Amendment, the parties agree that the Agreement shall be amended effective October 27, 2026.

The Agency and the County now desire to amend the terms of the Agreement as more particularly set forth below:

1. **Funding Agreement**
   a. **I. General Overview** is amended as follows:

"The Agency agrees to accept the not to exceed amount of ~~$696,564.00~~ $507,951.66 that will be disbursed from ARPA Act Funds."

b.a. **III. County Performance Requirements** is amended as follows:

"3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over ~~$696,564.00~~ $507,951.66 from ARPA Act Funds."

2. **Project Writeup**
   a. **1.2 Designing A Response to A Pandemic Harm** is amended as follows:

"Hays County will provide cancer screening, diagnostics, treatment, and insurance to its residents through a subrecipient agreement of ~~$696,564.00~~ $507,951.66 with United Way for Greater Austin (UWATX)."

b. **1.3 Program Summary** is amended as follows:

"Addressing Cancer Together (ACT) - Rescue Hays will provide screening, diagnosis, navigation and treatment of breast cancer for people in Hays County through a subrecipient agreement of ~~$696,564.00~~ $507,951.66 with UWATX. ACT is operated by UWATX (a 501 (c)(3) that normally receives a substantial part of its support from a governmental unit or from the general public), which provides governance, grant management, financial oversight, and patient support for identified patients. The ACT – Rescue Hays program will be part of a regional collaboration with Williamson County, Bastrop County, and the City of San Marcos where UWATX is providing the same services.

UWATX provides access and navigation to screening, diagnosis, and treatment of breast cancer for women in Hays County who are uninsured and whose family income is at or below 250%

of the federal poverty level. UWATX program staff reviews and verifies eligibility criteria and is contracted through a subrecipient agreement."

c. **1.4 Program Outline** is amended as follows:

"A subrecipient agreement with the UWATX will support eligible Hays County residents to access screening, diagnosis, and treatment of breast cancer. For those who are eligible, UWATX will pay for services and also help qualifying individuals access financial assistance programs that offset the cost of their care.

d. **1.4.1 Eligibility** is amended as follows:

"Eligibility for the program may change over time in accordance with the US Preventive Services Task Force guidelines for screening or other expert opinions in evidence based practice."

e. **1.4.2 Eligibility Determination** is amended as follows:

"A primary referral source for Hays County is Community Action, an experienced provider of screening and navigation for people seeking breast health services. A second source of referral is the Big Pink Bus, a mobile mammography unit operated by Lone Star Circle of Care."

f. **1.4.3 Services** is amended as follows:

"
- Outreach
- Screening (at fixed sites or on the Big Pink Bus)
- Diagnostics and Biopsies
- Medical and Social Services
- Navigation
- Surgery
- Outpatient Treatment (e.g. chemotherapy infusion, radiation)
- Medications
- Administrative costs (No more than 10% of grant)"

g. **1.4.3 Monitoring & Oversight** is amended as follows:

"Oversight of spending and program progress will be monitored through submission of UWATX's general ledger. All of the providers who are screening, diagnosing or treating patients are providers of professional services. UWATX will track and verify costs for treating ACT patients."

3. **Exhibit A** is amended as follows:

BUDGET ITEM	**BUDGETED AMOUNT**	**REQUESTED CHANGE**	**REVISED BUDGET**
PROFESSIONAL SERVICES - MEDICAL	$377,950	($166,635.87)	$261,314.13
INSURANCE PREMIUMS - ACCSS TRTMNT	$0.00	$0.00	$0.00
OUTREACH	$255,290	($54,829.90)	$200,460.10
INDIRECT COSTS	$63,324	($17,146.57)	$46,177.43
TOTAL	**$696,564**	**($188,612.34)**	**$507,951.66**

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

UNITED WAY FOR GREATER AUSTIN

_____
Ingrid Taylor, CEO

DATE: _____

HAYS COUNTY, TEXAS

_____
Ruben Becerra, County Judge

DATE: _____

ATTEST:

_____
Elaine H. Cardenas, County Clerk

AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Elaine H. Cardenas

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of August 25, 2026 and September 1, 2026. **BECERRA/CARDENAS**

Summary

Attachments

08-25-2026 Minutes
09-01-2026 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES

***** *****

AUGUST 25, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 25th 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 CLERK**

Clerk's Note: For complete transcript go to Hays County Website https://www.hayscountytx.gov/189/Court-Meetings-Livestream 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 Hammer gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Amy Kamp made a comment voicing her concerns on the contract between Hays County and Axon. Crystal Bertram, Deputy County Clerk, read emailed public comments from the following individuals: Linda A. Rodriguez, Mindy Webber, and Jennifer Oswalt Bindel regarding the proposed hospital district and its potential impact on the citizens of Hays County.

43594 Presentation from the Budget Officer regarding the Fiscal Year 2027 Budget. Possible action may follow.

Scot Woodland, Budget Officer, went over items that were agreed upon in prior court sessions. Judge Becerra asked if there was information that could be provided without the tax increase. Commissioner Hammer stated she did meet with Woodland to see where costs could be cut. Crystal Bertram read emailed public comments from the following individuals against the possible tax increase for the FY 2027 Budget: Casey and Jim Craig; Tara Beck; Earlita Hellums; Tracy Terrell; Mike Brewington; Rishi Mutnuru; John S. Carter; Geoffrey Tahuahua, Council Member with the City of Dripping Springs; Christopher "Toby" Baker; Thomas Gordon; Karen Stocki; Colin Lantz; Noa Lynne Sutherland. Crystal Bertram, Deputy County Clerk, read an emailed public comment from Alfonso Salazar, candidate for District Attorney, in support of funding for the Juvenile Diversion position. Commissioner Ingalsbe, Commissioner Cohen and Commissioner Smith spoke in favor of the proposed increased tax rate. Judge Becerra and Commissioner Hammer spoke against the increase of the tax rate. Scot Woodland, Budget Officer, shared an estimated budget without implementing a tax increase. Erik Granjeno, Director of Human Resources, spoke on the salary study. Amy Camp was called to the podium to speak on her concerns with Axon's Draft One, which generates police reports from body cameras using AI. Brett Bailey, Chief Deputy — Sheriff's Office, assured the court that they do not plan on implementing Draft One at this time.

Clerk's Note: Item F-1 was reopened at 2:54 p.m.

Sam Benavides, managing editor of the Hays/Caldwell Examiner, commended the court foregoing Draft One. Stephanie Hunt, Purchasing Agent, gave her interpretation of the "subject to change" language found in the proposal. Judge Becerra proposed removing the Axon request from this item and voting on it at the next meeting. Commissioner Smith proposed a tax rate that would allow the purchase of elections equipment. Scot Woodland, Budget Officer, gave the court clarification that $975k annually per year for three years. Jennifer Doinhoff, Elections Administrator, confirmed she requested this system upgrade in preparation for the next election year due to the length of time needed to implement and train employees, particularly a presidential election. The court spoke in support of adding to the ceiling.

A motion was made by Commissioner Smith, seconded by Commissioner Cohen to create an upper ceiling of 1.26 cents.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Smith

NAY: Commissioner Hammer, Judge Becerra

3 - 2 Passed

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to set the final public hearing to adopt the FY2027 budget and levy the taxes, will be held on September 15, 2026 at 11:00 a.m. in the Hays County Commissioners Courtroom, 111 E. San Antonio Street, San Marcos, Texas 78666.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Smith

NAY: Commissioner Hammer, Judge Becerra

3 - 2 Passed

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept the changes to the FY2027 proposed budget and set the FY2027 Elected Officials' salaries and allowances as presented by the County Budget Officer.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Smith

NAY: Commissioner Hammer, Judge Becerra

3 - 2 Passed

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to set the fiscal year 2027 tax rate at 0.4125 as follows; 0.272 general M7O rate, 0.1027 debt rate and 0.0376 Road and Bridge M&O rate.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Smith

NAY: Commissioner Hammer, Judge Becerra

3 - 2 Passed

43595 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

43596 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

43597 Approve the payment of 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 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

43598 Discussion and possible action to acknowledge presentation of a voter petition to the County Judge for the creation of a Hays County Hospital District under Texas Health and Safety Code Chapter 281.

Judge Becerra clarified that this item is to only acknowledge a copy of the petition signatures submitted in support of the creation of Hays County Hospital district.

Katherine Howard, Assistant Criminal District Attorney - Civil Division, explained the process for validating the petition signatures. Jennifer Doinoff - Hays County Administrator addressed the court and provided information regarding the signature validation process. Judge Becerra tabled the item to allow the Elections Administrator to re-evaluate the signatures.

Clerk's Note: Item I-1 was reopened at 1:00 p.m.

Judge Becerra stated that Jennifer Doinoff, Elections Administrator, confirmed that 142 signatures have been verified. Commissioner Smith asked how many of the 142 signatures required Elections staff to conduct additional verification to obtain the required information. Jacob Limon, County Judge's Chief of Staff, provided the Court with additional information regarding the collected signatures and the reasons for obtaining additional information. Chase Young, Assistant Criminal District Attorney – Civil Division, explained the process used to review and validate the petition signatures, including the criteria used to determine which signatures were considered valid and which were disqualified. The Court engaged in a lengthy discussion and determined that it had a duty to accept the petition. Commissioner Smith requested, for the record, an "unadulterated" version of the petition signatures within 10 days.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to acknowledge presentation of a voter petition to the County Judge for the creation of a Hays County Hospital District under Texas Health and Safety Code Chapter 281

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

NAY: Commissioner Smith

4 - 1 Passed

43599 Discussion and possible action to order a countywide special election to be held on the first Saturday in May, 2027 for the creation of a Hays County Hospital District pursuant to Texas Health and Safety Code Chapter 281. The ballot for an election under this chapter shall be printed to provide for voting for or against the proposition: "The creation of a hospital district and the levy of a tax not to exceed 75 cents on each $100 of the taxable value of property taxable by the district."

Commissioner Smith asked for clarification on when the election should be called. Chase Young, Assistant Criminal District Attorney - Civil Division, stated that an election does have to be called, but can be called at a later date, with no issue.

Clerk's Note: Item I-2 was reopened at 1:41 p.m. to recall the vote.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to table the item until the rest of the election order for the May eleciton

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

5 - 0 Passed - Unanimously

43600 Discussion and possible action to adopt a Resolution formalizing the Hays County Commissioners Court's intent to establish a target operating tax rate for the proposed Hays County Hospital District of $0.01 to $0.02 per $100 of taxable valuation, substantially below the statutory maximum of $0.75 per $100 valuation; recognizing that the County currently expends approximately $4 million annually on healthcare-related costs; and expressing the Court's intent that the proposed District offset existing County healthcare expenditures, maximize available federal matching funds and fiscal efficiencies, and provide for a corresponding reduction in the County tax burden, with the projected annual District tax on a $400,000 taxable value not to exceed $80 at the stated target rate.

Judge Becerra stated the intent of this item is to reassure all that there is no plan to raise anything as high as the legal ceiling. Chase Young, Assistant Criminal District Attorney - Civil Division, that this is not a binding item which would allow any increases. Commissioner Smith expressed his concerns of a potential indebtedness that could incur from the county's municipal partners and spoke of healthcare options that are provided by the county. After a brief discussion concerning the legalities, the court decided to table this item until after the May Election.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to table the item after the May Election.

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

5 - 0 Passed - Unanimously

43601 Discussion and possible action to add one new full-time Judicial Services Officer I position, grade 117, in the Judicial Services Office, effective September 1, 2026, and amend the budget accordingly.

Scot Woodland, Budget Officer, addressed the court regarding the proposed position, associated costs, and the anticipated benefits to the Judicial Services Office. Jason Facundo, Hays County Judicial Services Director, discussed how the position would support the Veterans Treatment Court and could potentially provide support to other offices within the Judicial Services Department in the future.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to add one new full-time Judicial Services Officer I position, grade 117, in the Judicial Services Office, effective September 1, 2026, and amend the budget accordingly

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

5 - 0 Passed - Unanimously

43602 1:00 P.M. - Hold a Public Hearing for the Fiscal Year 2026 Hays County Proposed Budget.

Judge Becerra opened the public hearing at 1:43 p.m. Scot Woodland, Budget Officer, reviewed the updated binder including the new proposed tax rate as well as the items that make up the tax rates. Daniel Ayala, Juvenile Diversion Coordinator, spoke about the logistics of the new position, and how it will benefit the program. The court had a lengthy discussion regarding the Juvenile Diversion Coordinator position. The court agreed on a reevaluation of all Justice of the Peace clerks, and to have a discussion, since numbers vary, and to delay the release of funds upon evaluation until January 1, 2027. Brett Baiuley, Chief Deputy - Sheriff's Office, stated he will have something for legal to review regarding Axon for possible acceptance in court. The court had further discussion regarding the elected officials' salaries, updating the Auditor's accounting system software and civil service contracts. Judge Becerra Closed the public hearing at 2:47 p.m.

Clerk's Note: Item I-5 was reopened at 2:51 p.m.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe for the adoption of all individual positions listed by the budget officer.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Smith

NAY: Commissioner Hammer, Judge Becerra

3 - 2 Passed

Clerk's Note: Executive Session began at 10:51 A.M. and resumed back into open court at 11:33 A.M.

43603 Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding contemplated litigation involving unauthorized roadway construction by third party(s) within and/or surrounding the Sunfield and/or Suncreek subdivision(s) in Precinct 2. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 11:02 a.m. to 11:30 a.m. were the Commissioners Court, Scot Woodland, Budget Officer; Marisol Villarreal-Alonzo, County Auditor; Chase Young, Assistant Criminal District Attorney – Civil Division; Katherine Howard, Assistant Criminal District Attorney - Civil Division; Kama Davis, Assistant Criminal District Attorney - Civil Division; Janice Jones, Legal Support Services Specialist; Tucker Furlow, Assistant County Administrator; Michael Berlad, Development Services Interim Director; - Simone Corprew, Special Programs Coordinator. At 11:05 a.m. Kandice Boutté, County Administrator entered the courtroom.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the Hays County Criminal District Attorney's Civil Division to terminate the Interlocal Cooperation Agreement between Hays County and the Sunfield Municipal Districts 1, 3, and 4 titled Interlocal Cooperation Agreement between Hays County and Sunfield Municipal District number 4 regarding the maintenance of roads within Sunfield executed on April 27, 2021, by the Hays County Judge and executed on May 12, 2021, by the President of the Board of Directors of Sunfield Municipal District No. 4.

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

5 - 0 Passed - Unanimously

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the Hays County District Attorney's Office, Civil Division to initiate legal proceedings on behalf of the County to enjoin unauthorized construction by a third party or parties within and/or surrounding the Sunfield or Suncreek subdivision in Precinct 2.

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

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 11:34 a.m. and resumed back into open court at 12:59 p.m.

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 recommends holding approximately 10% capacity open. That lowers the capacity to 417 inmates. The jail's daily average was 519 with a peak of 530 on August 20, 2026, for the week of August 16, 2026-August 22, 2026. The estimated cost for outsourcing inmates this week is $68,060.00. The average number of outsourced males is 96 and females is zero. This weeks inmates were housed in Haskell County. The number of "paper-ready" inmates who are wardens of the state is 43.

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

Clerk's Note Agenda Item L.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 2:57p.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 25, 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
8/25/2026	43594	For the final public hearing to adopt the FY2027 budget and levy the taxes, will be held on September 15, 2026 at 11:00 a.m. in the Hays County Commissioners Courtroom, 111 E. San Antonio Street, San Marcos, Texas 78666, To set the fiscal year 2027 tax rate at 0.4125 a follows; 0.272 general M&O rate, 0.1029 debt rate and 0.0376 Road and Bridge M&O rate, To accept the changes to the FY2027 proposed budget and set the FY2027 Elected Officials salaries and allowances as presented by the County Budget Officer.	Y	Y	NO	Y	NO
8/25/2026	43595	Approve payments of County invoices.	Y	Y	Y	Y	Y
8/25/2026	43596	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
8/25/2026	43597	Approve the payment of 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
8/25/2026	43598	Acknowledge presentation of a voter petition to the County Judge for the creation of a Hays County Hospital District under Texas Health and Safety Code Chapter 281.	Y	Y	Y	NO	Y
8/25/2026	43599	To tabled the item until the May 2027 special election.	Y	Y	Y	Y	Y
8/25/2026	43600	To table the item after the May Election.	Y	Y	Y	Y	Y
8/25/2026	43601	Add one new full-time Judicial Services Officer I position, grade 117, in the Judicial Services Office, effective September 1, 2026, and amend the budget accordingly.	Y	Y	Y	Y	Y
8/25/2026	43602	For the adoption of all individual positions listed by the budget officer.	Y	Y	NO		NO
8/25/2026	43603	Authorize the Hays County Criminal District Attorney's Civil Division to terminate the Inerlocal Cooperation Agreement between Hays County and the Sunfield Municipal Districts 1, 3, 4 titled Interlocal Cooperation Agreement between Hays County and Sunfiled Municipal District number 4, regarding the maintenance of roads within Sunfiled executed on April 27, 2021 by the Hays County Judge and executed on May 12, by the President of the Board of Directors of Sunfield Municipal District No. 4, Authorize the Hays County District Attorney's Office, Civil Division to initiate legal proceedings on behalf of the County to enjoion unauthorized construction by a third party or parties within and/or surrounding the Sunfield or Suncreek subdivision in Precinct 2.	Y	Y	Y	Y	Y

HAYS COUNTY COMMISSIONERS COURT MINUTES

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SEPTEMBER 1, 2026

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 1st DAY OF SEPTEMBER 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/189/Court-Meetings-Livestream 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

Jessica Cain, Director of Neighborhood Engagement at Southside Community Center, made a public comment regarding events surrounding Homelessness Awareness Month and discussed the positive impact the program has on the community. Amy Kamp made a public comment expressing her concerns regarding the proposed Axon Program for the Hays County Sheriff's Office. Daphne Tenorio, Hays County Treasurer, provided an update regarding IRS compliance and abatement matters. Diane Hervol, President of Emergency Services District No. 9, made a public comment about ongoing litigation between ESD No. 9 and San Marcos Hays EMS and urged the court to consider all efforts made by the district to resolve the matter.

Presentation of August 2026 Service Awards.

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

43604 Adopt a Proclamation honoring Lieutenant Colonel (Ret.) Carl Trim on the occasion of his 100th birthday and recognizing his 22 years of distinguished military service to the United States of America.

Lieutenant Colonel (Ret.) Carl Trim expressed his appreciation for the honor of being recognized by the Court through a proclamation bearing his name. Trim also presented the Commissioners Court with a commemorative coin representing his military service and operations from the ages of 17 to 40. The court thanked Trim for his dedication to the United States of America.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to adopt a Proclamation honoring Lieutenant Colonel (Ret.) Carl Trim on the occasion of his 100th birthday and recognizing his 22 years of distinguished military service to the United States of America.

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

5 - 0 Passed - Unanimously

43605 Adopt a Proclamation recognizing September 10 through October 10, 2026 as Homelessness Awareness Month.

Lisa Young, Co-Chair of the Hays County Homeless Coalition, and Doug Mudd, Executive Director of Community Action, Inc., and Co-Chair of the Hays County Homeless Coalition, thanked the Court for their contributions and continued support of the emergency response system serving the homeless population. They spoke about the Coalition's goal of working toward zero homelessness and invited members of the Court to attend Coalition meetings. Erica Rosa, a member of the Hays County Homeless Coalition, invited the Court to participate in events being held throughout the month.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing September 10 through October 10, 2026 as Homelessness Awareness Month.

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

5 - 0 Passed - Unanimously

43606 Adopt a Proclamation recognizing September as National Hunger Action Month in Hays County.

Lisa Young, Hays County Food Bank Executive Director, and Ttory Capes, Hays County Food Bank Program Director, spoke about Stack the Mac, a Hays County food drive that encourages residents to support the community by donating food to the local food bank. Young and Cape discussed the success of the previous year's food drive and shared their enthusiasm for bringing the initiative back this year.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing September as National Hunger Action Month in Hays County.

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

5 - 0 Passed - Unanimously

43607 Adopt a Proclamation recognizing the month of September 2026 as Suicide Awareness Month.

Dr. Isabella Vigil, Behavioral Health Coordinator with the Hays County Health Department, spoke about the importance of recognizing suicide prevention and awareness not only through the proclamation, but throughout the year. Vigil invited the community to attend Together for Tomorrow, a Hays County Suicide Awareness Walk and Resource Fair, on September 26, 2026, from 9:00 a.m. to 11:00 a.m. Cassandra Salinas, Prevention Outreach Coordinator with Cenikor Foundation, shared a personal experience related to suicide.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing the month of September 2026 as Suicide Awareness Month.

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

5 - 0 Passed - Unanimously

Presentation from the Budget Officer regarding the Fiscal Year 2027 Budget. Possible action may follow.

Scot Woodland, Hays County Budget Officer, provided an update regarding the finalization of the FY2027 budget. Woodland outlined the upcoming public hearing for the FY2027 budget, including to set the tax rate on September 8, 2026, at 11 a.m., set the FY27 budget for September 15, 2026, at 11 a.m. and elected officials' salaries. Commissioner Hammer expressed concerns with the salary study and asked the Court to consider placing a cap on civilian employee salary increases. Judge Becerra expressed agreement with this approach. Commissioner Ingalsbe expressed concern with a change so late in the budget process. Erik Granjeno, Director of Human Resources, explained that limiting salary adjustments for certain employees could create salary compression between pay grades and could impact the recognition of employees' years of service. Commissioner Hammer reviewed a list of potential changes that would keep the court from raising the tax rate. Commissioner Smith made a motion to move forward with the Axon contract utilizing the lower payment option for the first year of the ten-year agreement. Commissioner Hammer seconded the motion. Commissioner Ingalsbe requested clarification regarding Axon and concerns about whether the program could be considered "mass surveillance." Chief Brett Bailey stated that he did not believe Axon

constituted mass surveillance and provided clarification regarding the program. Bailey explained that Axon does not own the data generated by the Hays County Sheriff's Office and cannot access the information unless permission is granted by the Sheriff's Office. Matt Applebaum, representative of Axon, explained the differences between "Flock-like" camera systems, where photographs are captured and data may be shared, and the features provided through Axon. Applebaum also provided information regarding the reasoning behind the ten-year contract term. Stephanie Hunt, Purchasing Agent, clarified the procurement process established in coordination with Information Technology. Hunt explained that departments seeking to add additional features to an existing contract would still be required to follow the County's procurement process before those features could be added. Commissioner Smith discussed the election equipment included in the proposed budget and expressed concern about purchasing new equipment during a presidential election year. Commissioner Cohen discussed the importance of maintaining up-to-date election equipment used by Hays County voters. Woodland, provided information regarding the anticipated costs associated with the election equipment. Commissioner Hammer reiterated that she does not support an increase in the tax rate and stated that she could not support the purchase of new equipment if it would result in an increased tax rate. Judge Becerra expressed agreement with Commissioner Hammer's position. No action taken

43608 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

43609 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

43610 Approve the payment of 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 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

43611 Approve the payment of the September 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective September 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 Smith to approve the payment of the September 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective September 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

43612 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

43613 Approve Commissioners Court Minutes of July 7, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve Commissioners Court Minutes of July 7, 2026.

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

5 - 0 Passed - Unanimously

43614 Approve the July 2026 Treasurer's Report.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the July 2026 Treasurer's Report

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

5 - 0 Passed - Unanimously

43615 Rescind the cancelation of the regular meeting of the Commissioners Court on September 8, 2026.

A motion was made by Judge Becerra, seconded by Commissioner Smith to rescind the cancelation of the regular meeting of the Commissioners Court on September 8, 2026.

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

5 - 0 Passed - Unanimously

43616 Approve a logo design for the County Administrator's Office.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve a logo design for the County Administrator's Office.

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

5 - 0 Passed - Unanimously

43617 Approve the Hempstalk Music Festival on County property for September 12th-13th, 2026, to include live music, speakers, food and vendors.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the Hempstalk Music Festival on County property for September 12th-13th, 2026, to include live music, speakers, food and vendors.

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

5 - 0 Passed - Unanimously

43618 Approve the Hill Country Cook-Off Association 2026 event on County property that shall include commercial vendors for the following date: October 16th-17th.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve the Hill Country Cook-Off Association 2026 event on County property that shall include commercial vendors for the following date: October 16th-17th.

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

5 - 0 Passed - Unanimously

43619 Ratify administrative approval of PLN-2520-NP - The Ridge West at Camino Real, Phase 1, Final Plat.

A motion was made by Judge Becerra, seconded by Commissioner Smith to ratify administrative approval of PLN-2520-NP - The Ridge West at Camino Real, Phase 1, Final Plat.

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

5 - 0 Passed - Unanimously

43620 Ratify administrative approval of PLN-2532-NP - The Ridge West at Camino Real, Phase 2, Final Plat.

A motion was made by Judge Becerra, seconded by Commissioner Smith to ratify administrative approval of PLN-2532-NP - The Ridge West at Camino Real, Phase 2, Final Plat.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #G-14 RE: *Ratify Administrative Approval for the Mason, Phase 1, Final Plat; PLN-2693-NP.* - **WAS PULLED.**

43621 Ratify administrative approval of PLN-2896-PC; Vitolich Plaza, Lot 2, Replat.

A motion was made by Judge Becerra, seconded by Commissioner Smith to ratify administrative approval of PLN-2896-PC; Vitolich Plaza, Lot 2, Replat.

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

5 - 0 Passed - Unanimously

43622 Call for a Public Hearing on September 15th, 2026 regarding the Rolling Oaks, Section 4, Lot 141A & PT of 64, Replat; PLN-3030-PC.

A motion was made by Judge Becerra, seconded by Commissioner Smith to call for a Public Hearing on September 15th, 2026 regarding the Rolling Oaks, Section 4, Lot 141A & PT of 64, Replat; PLN-3030-PC.

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

5 - 0 Passed - Unanimously

43623 Call for a public hearing to be held on September 15, 2026 to establish a "No Parking Zone" on Sunrise Dr. and Sunrise Circle.

A motion was made by Judge Becerra, seconded by Commissioner Smith to call for a public hearing to be held on September 15, 2026 to establish a "No Parking Zone" on Sunrise Dr. and Sunrise Circle.

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

5 - 0 Passed - Unanimously

43624 Acknowledgment of the Hays County Sheriff's Office's commitment to not activate or implement Axon Draft One, An AI-enabled report-writing feature with the Axon AI Era platform, or implementing or putting into operational use any new AI-based features the Axon AI Era platform may make available under the related contract without returning to the Hays County Commissioners Court for approval.

Judge Becerra clarified the item is to avoid the implementation of AI mass surveillance with Axon in the future. Chase Young, Assistant Criminal District Attorney - Civil Division, advised to keep the discussion in line with the item and vote specifically on accepting the acknowledgment . Stephanie Hunt, Purchasing Agent, clarified that the procurement process established in coordination with Information Technology requires departments seeking to add additional features to an existing contract would be required to come back to court for approval. Jordan Powell, First Assistant District Attorney - Civil Division, clarified that no contract will be voted on today.

A motion was made by Commissioner Smith, seconded by Judge Becerra for the inclusion of the Hays County Sheriff's Office's commitment to not activate or implement Axon Draft One, an AI-enabled report-writing feature within the Axon AI Era platform, or implementing or putting into operational use any new AI-based features the Axon AI Era platform may make available under the related contract without returning to the Hays County Commissioners Court for approval.

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

5 - 0 Passed - Unanimously

43625 Authorize the Fire Marshal division of the Office of Emergency Services to purchase two Axon Evidence - ECOM License - Pro from Axon Enterprise, Inc., in the amount of $1,171.82.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Fire Marshal division of the Office of Emergency Services to purchase two Axon Evidence - ECOM License - Pro from Axon Enterprise, Inc., in the amount of $1,171.82.

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

5 - 0 Passed - Unanimously

43626 Authorize a budget amendment in the amount of $750.00 for continuing education for staff in the Office of Emergency Services and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize a budget amendment in the amount of $750.00 for continuing education for staff in the Office of Emergency Services and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43627 Authorize Facilities and Resource Management to purchase two Apple iPad Airs with cases in the amount of $1,697.98 and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize Facilities and Resource Management to purchase two Apple iPad Airs with cases in the amount of $1,697.98 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43628 Authorize Facilities and Resource Management to purchase a new tankless electric water heater for the Government Center in the amount of $3,550.59 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 tankless electric water heater for the Government Center in the amount of $3,550.59 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43629 Authorize Facilities and Resource Management to purchase two replacement self-dumping forklift hoppers in the amount of $4,487.50 and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize Facilities and Resource Management to purchase two replacement self-dumping forklift hoppers in the amount of $4,487.50 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43630 Authorize Facilities and Resource Management to purchase a new mini-split system for the Wimberley Recycling office in the amount of $1,704.00 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 mini-split system for the Wimberley Recycling office in the amount of $1,704.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43631 Authorize the acceptance of the grant award from the Texas Veterans Commission, FY27 Veteran County Office Funding Financial Assistance, in the amount of $315,000.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the acceptance of the grant award from the Texas Veterans Commission, FY27 Veteran County Office Funding Financial Assistance, in the amount of $315,000.00.

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

5 - 0 Passed - Unanimously

43632 Authorize the acceptance of the grant award from the Texas Veterans Commission, FY27 Veteran Treatment Court Program, in the amount of $200,000.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the acceptance of the grant award from the Texas Veterans Commission, FY27 Veteran Treatment Court Program, in the amount of $200,000.00.

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

5 - 0 Passed - Unanimously

43633 Authorize the Sheriff's Office to purchase law enforcement equipment valued at $11,095.44, using the FY 2026 Texas Comptroller of Public Accounts Rural LE Grant Award.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Sheriff's Office to purchase law enforcement equipment valued at $11,095.44, using the FY 2026 Texas Comptroller of Public Accounts Rural LE Grant Award.

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

5 - 0 Passed - Unanimously

43634 Authorize the Sheriff's Office to purchase law enforcement equipment valued at $16,339.12 from Safe Restraints, Inc. using the FY 2026 Texas Comptroller of Public Accounts Rural Law Enforcement Grant Award and authorize a waiver of getting three quotes as per the purchasing policy.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Sheriff's Office to purchase law enforcement equipment valued at $16,339.12 from Safe Restraints, Inc. using the FY 2026 Texas Comptroller of Public Accounts Rural Law Enforcement Grant Award and authorize a waiver of getting three quotes as per the purchasing policy.

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

5 - 0 Passed - Unanimously

43635 Authorize the Constable Precinct 1 Office to purchase two (2) body cameras and tasers, and the related software for the new deputies sworn in during the May Commissioners Court in the amount of $8,868.70 annually, and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Constable Precinct 1 Office to purchase two (2) body cameras and tasers, and the related software for the new deputies sworn in during the May Commissioners Court in the amount of $8,868.70 annually, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43636 Authorize Constable Pct 1 to accept insurance proceeds from the Texas Association of Counties totaling $6,579.59, and authorize the purchase of a replacement radio from LCRA and vehicle repairs from Dana Safety Supply and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize Constable Pct 1 to accept insurance proceeds from the Texas Association of Counties totaling $6,579.59, and authorize the purchase of a replacement radio from LCRA and vehicle repairs from Dana Safety Supply and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43637 Authorize the acceptance of insurance proceeds from Glatfelter Claims Management, Inc in the amount of $6,644.53, and authorize the repair estimate from Miner, Ltd. to repair the sally port door that was damaged in a vehicle accident, amend the budget accordingly, and authorized a waiver to the purchasing policy of obtaining three quotes.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the acceptance of insurance proceeds from Glatfelter Claims Management, Inc in the amount of $6,644.53, and authorize the repair estimate from Miner, Ltd. to repair the sally port door that was damaged in a vehicle accident, amend the budget accordingly, and authorized a waiver to the purchasing policy of obtaining three quotes.

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

5 - 0 Passed - Unanimously

43638 Authorize the Sheriff's Office to accept insurance proceeds valued at $1,071.00 from General Motors Insurance for vehicle repair and amend the budget accordingly.

Scot Woodland, Budget Officer, stated the budget amendment line item should be Sheriff's Operating fund and not the Jail.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the Sheriff's Office to accept insurance proceeds valued at $1,071.00 from General Motors Insurance for vehicle repair and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43639 Authorize Jail Operations to accept insurance proceeds valued at $8,000.00 from the Texas Association of Counties, and approve the repair quote from Viking Fence for the security gate repairs, and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize Jail Operations to accept insurance proceeds valued at $8,000.00 from the Texas Association of Counties, and approve the repair quote from Viking Fence for the security gate repairs, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43640 Authorize the County to accept insurance proceeds from the USAA in an amount of $9,478.84 related to vehicle damages and amend the budget accordingly.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the County to accept insurance proceeds from the USAA in an amount of $9,478.84 related to vehicle damages and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43641 Approve out-of-state travel for Emergency Communications Officer Manager Megan Jones to attend the Fall Tyler Advisory Board Groups on October 20-21, 2026, in Troy, Michigan in an amount not to exceed $1,000.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for Emergency Communications Officer Manager Megan Jones to attend the Fall Tyler Advisory Board Groups on October 20-21, 2026, in Troy, Michigan in an amount not to exceed $1,000.00.

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

5 - 0 Passed - Unanimously

43642 Approve out-of-state travel for K9 Deputy Scott Whetstone and K9 Deputy John Hoffman to attend the American Tactical K9 Association conference on October 5-9, 2026, in Butlerville, Indiana in an amount not to exceed $600.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for K9 Deputy Scott Whetstone and K9 Deputy John Hoffman to attend the American Tactical K9 Association conference on October 5-9, 2026, in Butlerville, Indiana in an amount not to exceed $600.00.

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

5 - 0 Passed - Unanimously

43643 Approve out-of-state travel for Angela Aston to attend NACCHO's STI/HIV Program Director Orientation on September 16–17, 2025, in Denver, Colorado in an amount not to exceed $1,200.00.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve out-of-state travel for Angela Aston to attend NACCHO's STI/HIV Program Director Orientation on September 16–17, 2025, in Denver, Colorado in an amount not to exceed $1,200.00.

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

5 - 0 Passed - Unanimously

43644 Approve specifications for IFB 2026-B15 Old Bastrop Hwy (CR 266) - Centerpoint Road to Rattler Road and authorize Purchasing to advertise and solicit bids.

A motion was made by Judge Becerra, seconded by Commissioner Smith to approve specifications for IFB 2026-B15 Old Bastrop Hwy (CR 266) - Centerpoint Road to Rattler Road and authorize Purchasing to advertise and solicit bids.

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

5 - 0 Passed - Unanimously

43645 Authorize the renewal of a contract between Hays County and Ultimate Kronos Group (UKG) in the amount of $131,051.48.

A motion was made by Judge Becerra, seconded by Commissioner Smith to authorize the renewal of a contract between Hays County and Ultimate Kronos Group (UKG) in the amount of $131,051.48.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #I-1 RE: *Discussion and possible action to accept the Subdivision Bond No.800234419 for street and drainage improvements in the amount of $2,027,329.41 for Mason Subdivision, Phase 1.* - **WAS PULLED.**

43646 Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of $2,457,329.02 for the Ellington Tract, Phase 1, Final Plat (Subdivision Bond No. LICX1989059).

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to accept fiscal surety for street and drainage improvements in the amount of $2,457,329.02 for the Ellington Tract, Phase 1, Final Plat (Subdivision Bond No. LICX1989059)

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

5 - 0 Passed - Unanimously

43647 Discussion and possible action to consider the release of the 2-year maintenance bond #258323Y in the amount of $243,560.78 and acceptance of the roads into the County Road Maintenance System for Hymeadow Subd., Phase 3, Section 3.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to release the 2-year maintenance bond #258323Y in the amount of $243,560.78 and acceptance of the roads into the County Road Maintenance System for Hymeadow Subd., Phase 3, Section 3

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #I-4 RE: *Discussion and possible action to authorize the execution of Supplemental Work Authorization No. 1 to Work Authorization No. 1 between Hays County and LJA Engineering, Inc. (2026-PSA-27) for the Goforth Road Segment 1 project from Cotton Gin Road to west of Bebee Road in Precinct 1. The Supplemental Work Authorization decreases the Work Authorization amount by $447,029.04.* - **WAS PULLED.**

43648 Discussion and possible action to authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-75) between Hays County and Halff Associates, Inc. to provide Right of Way services for the Dairy Road project in Precinct 1.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-75) between Hays County and Halff Associates, Inc. to provide Right of Way services for the Dairy Road project in Precinct 1.

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

5 - 0 Passed - Unanimously

43649 Discussion and possible action to adopt an updated fee schedule for elections equipment.

Jennifer Doinoff, Hays County Election Administrator, provided a fee schedule to the court stated that the present fee schedule, along with an increase for the Election workers.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt an updated fee schedule for elections equipment.

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

5 - 0 Passed - Unanimously

43650 Discussion and possible action to accept a proposal from Lexipol in the amount of $5,870.05 for the Lexipol Policy and Training subscription for the Fire Marshal's Office, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept a proposal from Lexipol in the amount of $5,870.05 for the Lexipol Policy and Training subscription for the Fire Marshal's Office, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 11:17 a.m. and resumed back into open court at 11:39 a.m.

43651 Discussion and possible action to authorize the acceptance of a grant award from the Department of Transportation, FY25 Safe Streets and Roads for All - Planning and Demonstration grant program in the amount of $200,000.00.

Commissioner Smith stated this grant was awarded for safety improvements.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the acceptance of a grant award from the Department of Transportation, FY25 Safe Streets and Roads for All - Planning and Demonstration grant program in the amount of $200,000.00.

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

5 - 0 Passed - Unanimously

43652 Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor, Homeland Security Grant Program, Austin Area Urban Security Initiative (UASI) program in the amount of $290,992.00; authorize the purchase of the SPOT Robot from Unmanned Vehicle Technologies (UVT) for the Hays County Sheriffs Office in the amount of $298,108.00; and amend the budget accordingly.

Commissioner Ingalsbe stated that this is a safety device that will access threats at active scenes. Scot Woodland, Budget Officer, stated he will work with the Sheriff's Office on the shortfall of funding.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a grant award from the Office of the Governor, Homeland Security Grant Program, Austin Area Urban Security Initiative (UASI) program in the amount of $290,992.00; authorize the purchase of the SPOT Robot from Unmanned Vehicle Technologies (UVT) for the Hays County Sheriffs Office in the amount of $298,108.00; and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43653 Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor, Homeland Security, Austin Area Urban Security Initiative (UASI) program in the amount of $25,596.00; authorize the purchase of one i2 Analyst Notebook from Four Inc. in the amount of $17,462.51; and amend the budget accordingly.

Commissioner Ingalsbe clarified that this item is for a software called "Notebook". Scot Woodland, Budget Officer, confirmed the software name and stated that there was a change to the price and quantity.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a grant award from the Office of the Governor, Homeland Security, Austin Area Urban Security Initiative (UASI) program in the amount of $25,596.00; authorize the purchase of one i2 Analyst Notebook from Four Inc. in the amount of $17,462.51; and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43654 Discussion and possible action to authorize a Project Management Agreement between the Great Springs Project and Hays County, Texas for the construction of the Presa Grande Trail.

Commissioner Hammer stated that a grant was approved in October 2025, where Great Springs will complete the match with the county and this agreement is outlining that work.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize a Project Management Agreement between the Great Springs Project and Hays County, Texas for the construction of the Presa Grande Trail.

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

5 - 0 Passed - Unanimously

43655 Discussion and possible action to authorize a Termination Notice to The Bug Master, related to pest control services at 1901 Dutton Drive.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize a Termination Notice to The Bug Master, related to pest control services at 1901 Dutton Drive.

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

5 - 0 Passed - Unanimously

43656 Discussion and possible action to authorize the execution of Contract Amendment #10 with Waste Connections Lone Star Inc. pursuant to IFB 2021-B12, removing dumpster services under this contract for the WIC Building located within the City of Kyle.

Tammy Crumley, Director of Facilities and Resource Management, stated that the City of Kyle has a franchise agreement established by ordinance that requires the use of TDS for those services.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of Contract Amendment #10 with Waste Connections Lone Star Inc. pursuant to IFB 2021-B12, removing dumpster services under this contract for the WIC Building located within the City of Kyle.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #K-9 RE: *Discussion and possible action to authorize the execution of Work Authorization #2 for Fiscal Year 2027 between Hays County and HNTB Corporation for General Engineer Consulting Services in the amount of $8,283,669.00 related to road projects identified in the sale of the 2025 Certificates of Obligation, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4) . -* **WAS PULLED.**

Clerk's Note Agenda Item #K-10 RE: *Discussion and possible action to authorize the execution of Work Authorization #11 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $695,640.00 to continue providing General Engineer Consulting (GEC)/Program Management Services for the Hays County 2016 Road Bond Program pursuant to RFQ 2021-Q07. -* **WAS PULLED.**

Clerk's Note Agenda Item #K-11 RE: *Discussion and possible action to execute Work Authorization #12 for Fiscal Year 2027 between Hays County and HNTB Corporation in the amount of $795,611.00 related to identified Transportation funded projects, and authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(4). -* **WAS PULLED.**

43657 Discussion and possible action to authorize the execution of Change Orders 2 through 7 for IFB 2026-B04 Health Department Roof Repairs - Hail Storm May 2024, overall 21% increase.

Commissioner Smith asked about the 21% increase in costs. Stephanie Hunt, Purchasing Agent, explained that a few changes in the scope of work resulting in a cost increase of 21%.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of Change Orders 2 through 7 for IFB 2026-B04 Health Department Roof Repairs - Hail Storm May 2024, overall 21% increase.

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

5 - 0 Passed - Unanimously

43658 Discussion and possible action to authorize the execution of an agreement between Hays County and GTS Technology Solutions for services at the Juvenile Detention Facility in the amount of $80,871.82 and amend the budget accordingly.

Commissioner Ingalsbe stated that this is the installation of cameras for safety purposes. Joel Ware, Juvenile Facility Administrator, stated that the cameras assist with safety and security for the facility.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an agreement between Hays County and GTS Technology Solutions for services at the Juvenile Detention Facility in the amount of $80,871.82 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

43659 Discussion and possible action to pre-qualify all respondents who scored seventy (70) or above for RFQ 2026-Q06 Utility Coordination & Utility Engineering Services Pool to establish a new pool of first to be used on an as-needed basis for projects throughout the County for Utility Coordination & Engineering Services. The selection of a firm will be brought to the Commissioners Court for approval, utilizing the Vendor Selection Form prior to a contract being brought back to Commissioners Court for execution. The pool will be reviewed and reopened on an annual basis.

Stephanie Hunt, Purchasing Agent, provided background information on the applicants that applied and listed the disclosures and within the county. Commissioner Cohen recused herself due to a family member working at Quiddity.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to pre-qualify all respondents who scored seventy (70) or above for RFQ 2026-Q06 Utility Coordination & Utility Engineering Services Pool to establish a new pool of first to be used on an as-needed basis for projects throughout the County for Utility Coordination & Engineering Services. The selection of a firm will be brought to the Commissioners Court for approval, utilizing the Vendor Selection Form prior to a contract being brought back to Commissioners Court for execution. The pool will be reviewed and reopened on an annual basis.

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

4 - 0 Passed

43660 Discussion and possible action to award RFP 2026-P13 Indigent Cremation & Burial Services to Legends Tri County Funeral Services, and authorize staff and the Criminal District Attorney's Civil Division to negotiate a contract.

Stephanie Hunt, Purchasing Agent, explained only one proposal and it is recommended to move forward with a contract. Matthew Gonzales, Hays County Health Department Director, stated that if a hospital district were created, the hospital district would assume responsibility for cremation services.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to award RFP 2026-P13 Indigent Cremation & Burial Services to Legends Tri County Funeral Services, and authorize staff and the Criminal District Attorney's Civil Division to negotiate a contract.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 12:01 p.m. and resumed back into open court at 12:25 p.m.

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding contemplated litigation involving unauthorized roadway construction by third party(s) within and/or surrounding the Sunfield and/or Suncreek subdivision(s) in Precinct 2. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 12:05 p.m. to 12:07 p.m. were the Commissioners Court; Scot Woodland, Budget Officer, Kandice Boutté, County Administrator; Marisol Villarreal-Alonzo, County Auditor; Aaron Jones, Director of Transportation; Chase Young, Assistant Criminal District Attorney - Civil Division; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Janice Jones, Legal Support Services Sepcialist; Kama Davis, Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Assistant County Administrator; and Simone Corprew, Special Programs Coordinator. No action taken.

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.

Those present in Executive Session from 12:07 p.m. to 12:22 p.m. were the Commissioner's Court; Scot Woodland, Budget Officer; Kandice Boutté, County Administrator; Marisol Villarreal-Alonzo, County Auditor; Chase Young, Assistant Criminal District Attorney – Civil Division; Jordan Powell, First Assistant Criminal District Attorney – Civil Division; Janice Jones, Legal Support Services Specialist; Kama Davis, Assistant Criminal District Attorney – Civil

Division; Tucker Furlow, Assistant County Administrator; and Simone Corprew, Special Programs Coordinator. No action taken.

Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 2325 and Red Corral Ranch Road located in Precinct 3. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 12:22 p.m. to 12:24 p.m. were the Commissioner's Court, Scot Woodland, Budget Officer; Kandice Boutté, County Administrator; Marisol Villarreal-Alonzo, County Auditor; Chase Young, Assistant Criminal District Attorney – Civil Division; Jordan Powell, First Assistant Criminal District Attorney – Civil Division; Janice Jones, Legal Support Services Specialist; Kama Davis, Assistant Criminal District Attorney – Civil Division; Tucker Furlow, Assistant County Administrator; 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 the current capacity to 417 inmates. The jail's daily average was 520 for the week of August 24, 2026 with a peak of 525 on August 27, 2026. The estimated cost for outsourcing inmates was $67,547.50. The average number of outsourced males is 95 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 36.

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 12:25 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 SEPTEMBER 1, 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
9/1/2026	43604	Adopt a Proclamation honoring Lieutenant Colonel (Ret.) Carl Trim on the occasion of his 100th birthday and recognizing his 22 years of distinguished military service to the United States of America.	Y	Y	Y	Y	Y
9/1/2026	43605	Adopt a Proclamation recognizing September 10 through October 10, 2026 as Homelessness Awareness Month.	Y	Y	Y	Y	Y
9/1/2026	43606	Adopt a Proclamation recognizing September as National Hunger Action Month in Hays County.	Y	Y	Y	Y	Y
9/1/2026	43607	Adopt a Proclamation recognizing the month of September 2026 as Suicide Awareness Month.	Y	Y	Y	Y	Y
9/1/2026	43608	Approve payments of County invoices.	Y	Y	Y	Y	Y
9/1/2026	43609	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
9/1/2026	43610	Approve the payment of 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
9/1/2026	43611	Approve the payment of the September 15, 2026 payroll disbursements in an amount not to exceed $4,600,000.00 effective September 15, 2026, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
9/1/2026	43612	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
9/1/2026	43613	Approve Commissioners Court Minutes of July 7, 2026.	Y	Y	Y	Y	Y
9/1/2026	43614	Approve the July 2026 Treasurer's Report.	Y	Y	Y	Y	Y
9/1/2026	43615	Rescind the cancelation of the regular meeting of the Commissioners Court on September 8, 2026.	Y	Y	Y	Y	Y
9/1/2026	43616	Approve a logo design for the County Administrator's Office.	Y	Y	Y	Y	Y
9/1/2026	43617	Approve the Hempstalk Music Festival on County property for September 12th-13th, 2026, to include live music, speakers, food and vendors.	Y	Y	Y	Y	Y
9/1/2026	43618	Approve the Hill Country Cook-Off Association 2026 event on County property that shall include commercial vendors for the following date: October 16th-17th.	Y	Y	Y	Y	Y
9/1/2026	43619	Ratify administrative approval of PLN-2520-NP - The Ridge West at Camino Real, Phase 1, Final Plat.	Y	Y	Y	Y	Y
9/1/2026	43620	Ratify administrative approval of PLN-2532-NP - The Ridge West at Camino Real, Phase 2, Final Plat.	Y	Y	Y	Y	Y
9/1/2026	43621	Ratify administrative approval of PLN-2896-PC; Vitolich Plaza, Lot 2, Replat.	Y	Y	Y	Y	Y
9/1/2026	43622	Call for a Public Hearing on September 15th, 2026 regarding the Rolling Oaks, Section 4, Lot 141A & PT of 64, Replat; PLN-3030-PC.	Y	Y	Y	Y	Y
9/1/2026	43623	Call for a public hearing to be held on September 15, 2026 to establish a "No Parking Zone" on Sunrise Dr. and Sunrise Circle.	Y	Y	Y	Y	Y
9/1/2026	43624	For the inclusion of the Hays County Sheriff's Office's commitment to not activate or implement Axon Draft One, an AI-enabled report-writing feature within the Axon AI Era platform, or implementing or putting into operational use any new AI-based features the Axon AI Era platform may make available under the related contract without returning to the Hays County Commissioners Court for approval.	Y	Y	Y	Y	NO
9/1/2026	43625	Authorize the Fire Marshal division of the Office of Emergency Services to purchase two Axon Evidence - ECOM License - Pro from Axon Enterprise, Inc., in the amount of $1,171.82.	Y	Y	Y	Y	Y
9/1/2026	43626	Authorize a budget amendment in the amount of $750.00 for continuing education for staff in the Office of Emergency Services and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43627	Authorize Facilities and Resource Management to purchase two Apple iPad Airs with cases in the amount of $1,697.98 and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43628	Authorize Facilities and Resource Management to purchase a new tankless electric water heater for the Government Center in the amount of $3,550.59 and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43629	Authorize Facilities and Resource Management to purchase two replacement self-dumping forklift hoppers in the amount of $4,487.50 and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43630	Authorize Facilities and Resource Management to purchase a new mini-split system for the Wimberley Recycling office in the amount of $1,704.00 and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43631	Authorize the acceptance of the grant award from the Texas Veterans Commission, FY27 Veteran County Office Funding Financial Assistance, in the amount of $315,000.00.	Y	Y	Y	Y	Y
9/1/2026	43632	Authorize the acceptance of the grant award from the Texas Veterans Commission, FY27 Veteran Treatment Court Program, in the amount of $200,000.00.	Y	Y	Y	Y	Y
9/1/2026	43633	Authorize the Sheriff's Office to purchase law enforcement equipment valued at $11,095.44, using the FY 2026 Texas Comptroller of Public Accounts Rural LE Grant Award.	Y	Y	Y	Y	Y
9/1/2026	43634	Authorize the Sheriff's Office to purchase law enforcement equipment valued at $16,339.12 from Safe Restraints, Inc. using the FY 2026 Texas Comptroller of Public Accounts Rural Law Enforcement Grant Award and authorize a waiver of getting three quotes as per the purchasing policy.	Y	Y	Y	Y	Y
9/1/2026	43635	Authorize the Constable Precinct 1 Office to purchase two (2) body cameras and tasers, and the related software for the new deputies sworn in during the May Commissioners Court in the amount of $8,868.70 annually, and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43636	Authorize Constable Pct 1 to accept insurance proceeds from the Texas Association of Counties totaling $6,579.59, and authorize the purchase of a replacement radio from LCRA and vehicle repairs from Dana Safety Supply and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43637	Authorize the acceptance of insurance proceeds from Glatfelter Claims Management, Inc in the amount of $6,644.53, and authorize the repair estimate from Miner, Ltd. to repair the sally port door that was damaged in a vehicle accident, amend the budget accordingly, and authorized a waiver to the purchasing policy of obtaining three quotes.	Y	Y	Y	Y	Y
9/1/2026	43638	Authorize the Sheriff's Office to accept insurance proceeds valued at $1,071.00 from General Motors Insurance for vehicle repair and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43639	Authorize Jail Operations to accept insurance proceeds valued at $8,000.00 from the Texas Association of Counties, and approve the repair quote from Viking Fence for the security gate repairs, and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43640	Authorize the County to accept insurance proceeds from the USAA in an amount of $9,478.84 related to vehicle damages and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43641	Approve out-of-state travel for Emergency Communications Officer Manager Megan Jones to attend the Fall Tyler Advisory Board Groups on October 20-21, 2026, in Troy, Michigan in an amount not to exceed $1,000.00.	Y	Y	Y	Y	Y
9/1/2026	43642	Approve out-of-state travel for K9 Deputy Scott Whetstone and K9 Deputy John Hoffman to attend the American Tactical K9 Association conference on October 5-9, 2026, in Butlerville, Indiana in an amount not to exceed $600.00.	Y	Y	Y	Y	Y
9/1/2026	43643	Approve out-of-state travel for Angela Aston to attend NACCHO's STI/HIV Program Director Orientation on September 16–17, 2025, in Denver, Colorado in an amount not to exceed $1,200.00.	Y	Y	Y	Y	Y
9/1/2026	43644	Approve specifications for IFB 2026-B15 Old Bastrop Hwy (CR 266) - Centerpoint Road to Rattler Road and authorize Purchasing to advertise and solicit bids.	Y	Y	Y	Y	Y
9/1/2026	43645	Authorize the renewal of a contract between Hays County and Ultimate Kronos Group (UKG) in the amount of $131,051.48.	Y	Y	Y	Y	Y
9/1/2026	43646	Accept fiscal surety for street and drainage improvements in the amount of $2,457,329.02 for the Ellington Tract, Phase 1, Final Plat (Subdivision Bond No. LICX1989059).	Y	Y	Y	Y	Y
9/1/2026	43647	Release of the 2-year maintenance bond #258323Y in the amount of $243,560.78 and acceptance of the roads into the County Road Maintenance System for Hymeadow Subd., Phase 3, Section 3.	Y	Y	Y	Y	Y
9/1/2026	43648	Authorize the execution of a Contract for Right of Way Acquisition Services (2026-PSA-75) between Hays County and Halff Associates, Inc. to provide Right of Way services for the Dairy Road project in Precinct 1.	Y	Y	Y	Y	Y
9/1/2026	43649	Adopt an updated fee schedule for elections equipment.	Y	Y	Y	Y	Y
9/1/2026	43650	Accept a proposal from Lexipol in the amount of $5,870.05 for the Lexipol Policy and Training subscription for the Fire Marshal's Office, and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43651	Authorize the acceptance of a grant award from the Department of Transportation, FY25 Safe Streets and Roads for All - Planning and Demonstration grant program in the amount of $200,000.00.	Y	Y	Y	Y	Y

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
9/1/2026	43652	Authorize the acceptance of a grant award from the Office of the Governor, Homeland Security Grant Program, Austin Area Urban Security Initiative (UASI) program in the amount of $290,992.00; authorize the purchase of the SPOT Robot from Unmanned Vehicle Technologies (UVT) for the Hays County Sheriffs Office in the amount of $298,108.00; and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43653	Authorize the acceptance of a grant award from the Office of the Governor, Homeland Security, Austin Area Urban Security Initiative (UASI) program in the amount of $25,596.00; authorize the purchase of one i2 Analyst Notebook from Four Inc. in the amount of $17,462.51; and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43654	Authorize a Project Management Agreement between the Great Springs Project and Hays County, Texas for the construction of the Presa Grande Trail.	Y	Y	Y	Y	Y
9/1/2026	43655	Authorize a Termination Notice to The Bug Master, related to pest control services at 1901 Dutton Drive.	Y	Y	Y	Y	Y
9/1/2026	43656	Authorize the execution of Contract Amendment #10 with Waste Connections Lone Star Inc. pursuant to IFB 2021-B12, removing dumpster services under this contract for the WIC Building located within the City of Kyle.	Y	Y	Y	Y	Y
9/1/2026	43657	Authorize the execution of Change Orders 2 through 7 for IFB 2026-B04 Health Department Roof Repairs - Hail Storm May 2024, overall 21% increase.	Y	Y	Y	Y	Y
9/1/2026	43658	Authorize the execution of an agreement between Hays County and GTS Technology Solutions for services at the Juvenile Detention Facility in the amount of $80,871.82 and amend the budget accordingly.	Y	Y	Y	Y	Y
9/1/2026	43659	Pre-qualify all respondents who scored seventy (70) or above for RFQ 2026-Q06 Utility Coordination & Utility Engineering Services Pool to establish a new pool of first to be used on an as-needed basis for projects throughout the County for Utility Coordination & Engineering Services. The selection of a firm will be brought to the Commissioners Court for approval, utilizing the Vendor Selection Form prior to a contract being brought back to Commissioners Court for execution. The pool will be reviewed and reopened on an annual basis.	Y	RECUSE	Y	Y	Y
9/1/2026	43660	Award RFP 2026-P13 Indigent Cremation & Burial Services to Legends Tri County Funeral Services, and authorize staff and the Criminal District Attorney's Civil Division to negotiate a contract.	Y	Y	Y	Y	Y

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Cohen

Agenda Item

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

Summary

- TRN-2026-11157-UTL (Pct.4) /
- TRN-2026-11250-UTL (Pct.4) /
- TRN-2026-11277-UTL (Pct.4) /
- TRN-2026-11281-UTL (Pct.2) /
- TRN-2026-11282-UTL (Pct.4). /
- TRN-2026-11287-UTL (Pct.4)

Please see attachments for details.

Attachments

Permit
TCP
Location Map
Site Plan
Permit
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Site Plan
Permit
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Site Plan
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Site Plan
Site Plan
Permit
Location Map
Location Map
TCP
Permit
TCP
Location Map
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 8/6/2026 .

Utility Company Information:

Name: Texas Gas Service
Address: 9228 TUSCANY WAY AUSTIN TX
Phone: 1512421153
Contact Name: TEXAS GAS SERVICE TEXAS GAS SERVICE

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2026-11157-UTL
Type of Utility Service:
Project Description:
Road Name(s): 396 WATERS VIEW CT
Subdivision: Caliterra
Commissioner Precinct: 4

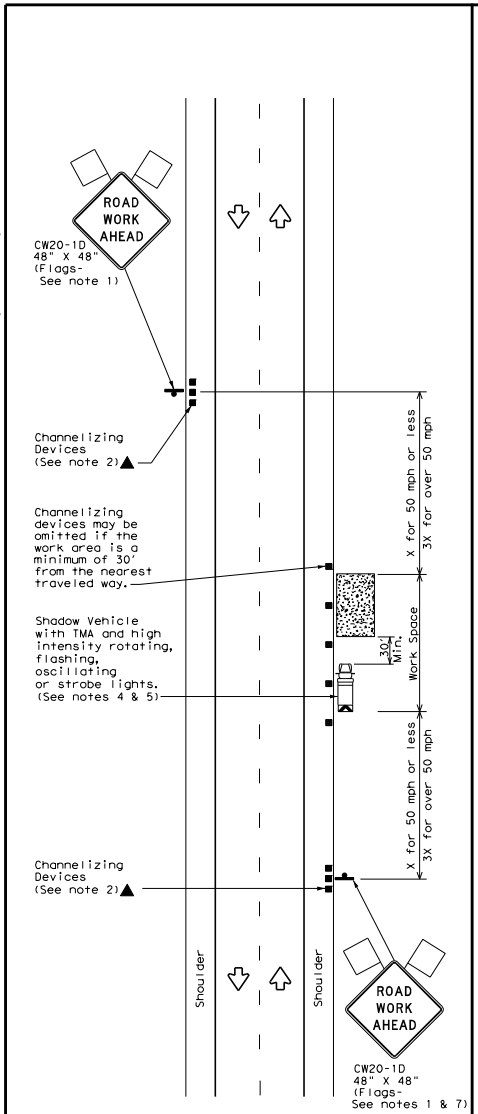
What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

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

Signature Title Date

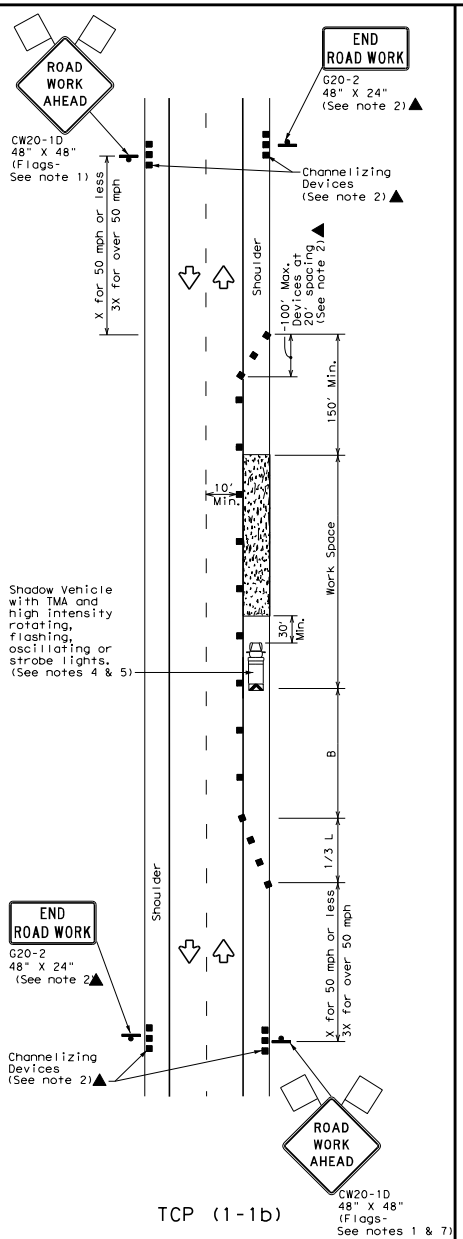
DISCLAIMER:
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DATE:
FILE:



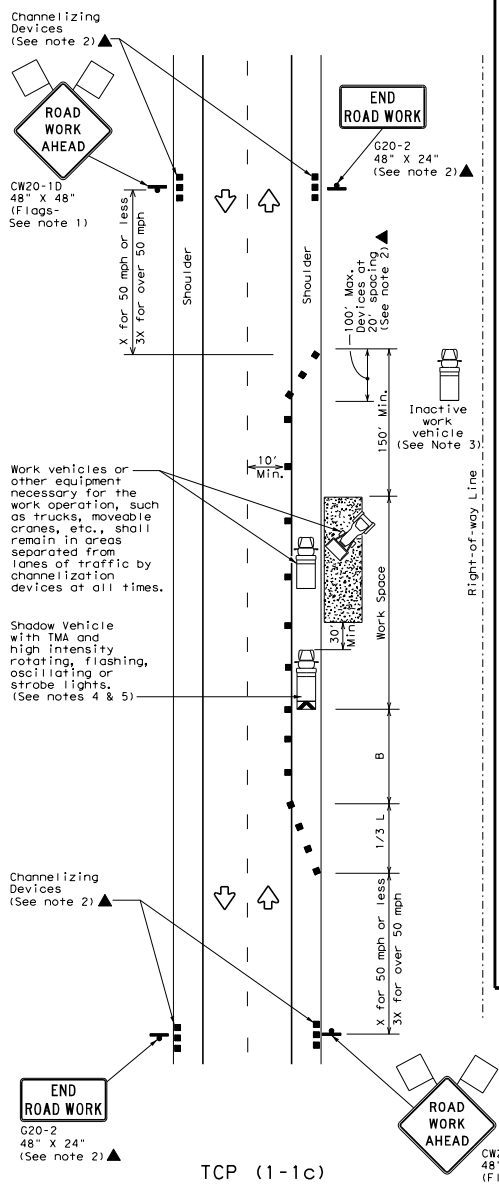
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

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

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

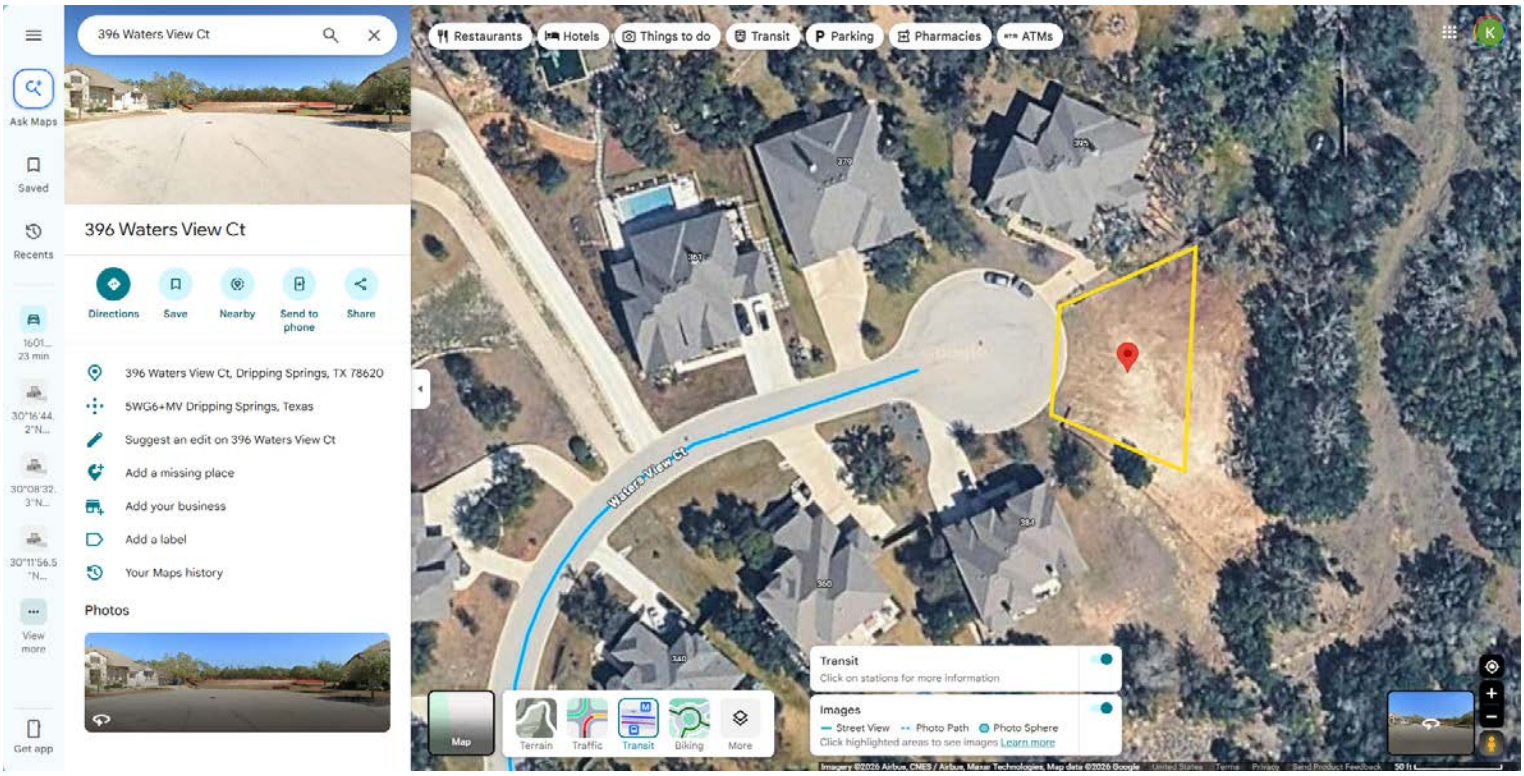
Traffic Operations Division Standard

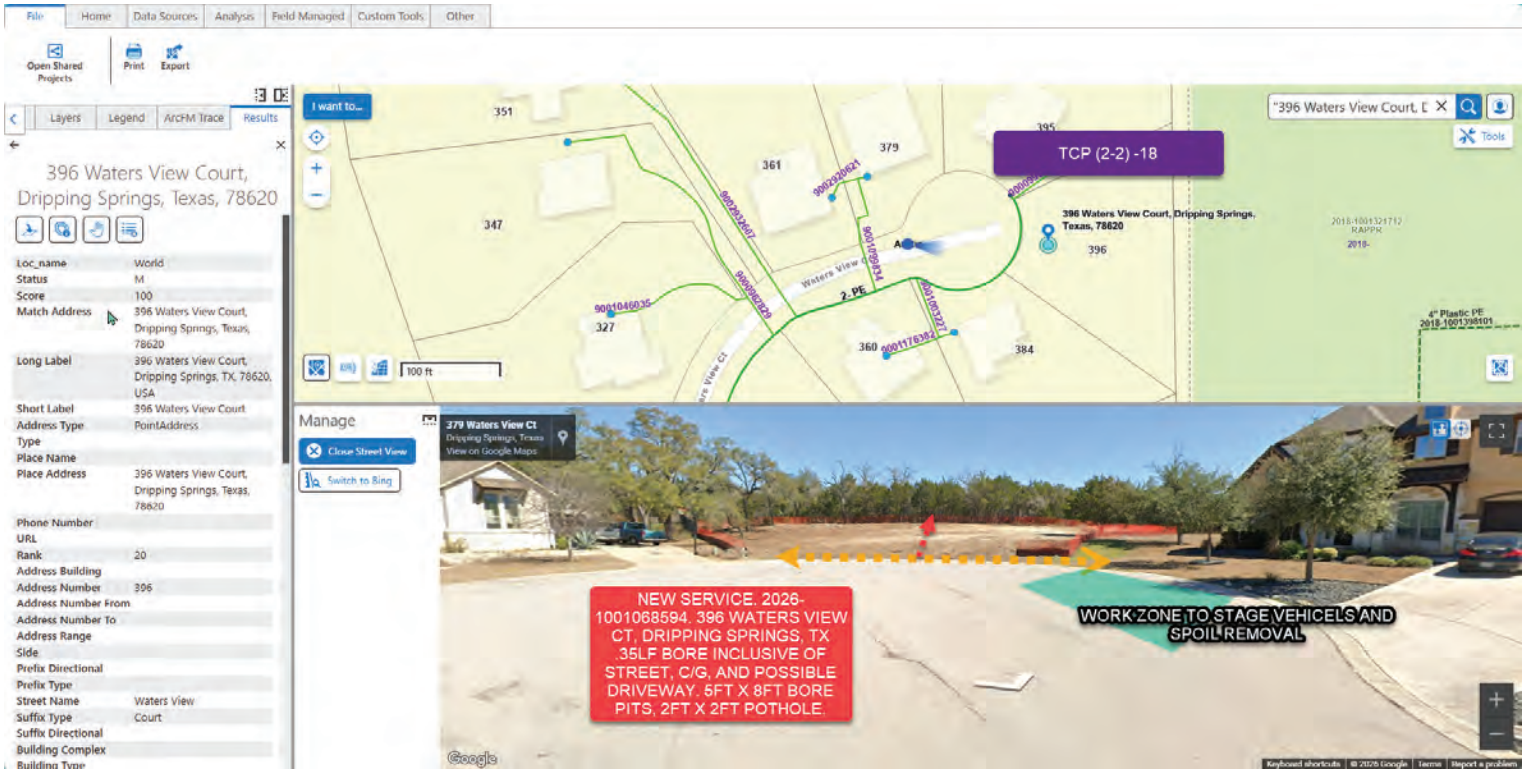
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

151


396 Waters View Ct
Ask Maps
Saved
Recents
396 Waters View Ct
Directions
Save
Nearby
Send to phone
Share
396 Waters View Ct, Dripping Springs, TX 78620
5WG6+MV Dripping Springs, Texas
Suggest an edit on 396 Waters View Ct
Add a missing place
Add your business
Add a label
Your Maps history
Photos
Get app
Restaurants
Hotels
Things to do
Transit
Parking
Pharmacies
ATMs
Waters View Ct
Transit
Click on stations for more information
Images
Street View
Photo Path
Photo Sphere
Click highlighted areas to see images Learn more
Map
Terrain
Traffic
Transit
Biking
More


File
Home
Data Sources
Analysis
Field Managed
Custom Tools
Other
Open Shared Projects
Print
Export
Layers
Legend
ArcFM Trace
Results
396 Waters View Court, Dripping Springs, Texas, 78620
Loc_name World
Status M
Score 100
Match Address 396 Waters View Court, Dripping Springs, Texas, 78620
Long Label 396 Waters View Court, Dripping Springs, TX, 78620, USA
Short Label 396 Waters View Court
Address Type PointAddress
Type
Place Name
Place Address 396 Waters View Court, Dripping Springs, Texas, 78620
Phone Number
URL
Rank 20
Address Building
Address Number 396
Address Number From
Address Number To
Address Range
Side
Prefix Directional
Prefix Type
Street Name Waters View
Suffix Type Court
Suffix Directional
Building Complex
Building Type
I want to...
"396 Waters View Court, D
Tools
TCP (2-2) -18
396 Waters View Court, Dripping Springs, Texas, 78620
2 PE
4" Plastic PE
100 ft
Manage
Close Street View
Switch to Bing
379 Waters View Ct
Dripping Springs, Texas
View on Google Maps
NEW SERVICE. 2026-1001068594. 396 WATERS VIEW CT, DRIPPING SPRINGS, TX .35LF BORE INCLUSIVE OF STREET, C/G, AND POSSIBLE DRIVEWAY. 5FT X 8FT BORE PITS, 2FT X 2FT POTHOLE.
WORK ZONE TO STAGE VEHICELS AND SPOIL REMOVAL
Google

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 9/21/2026 .

Utility Company Information:

Name: Texas Gas Service
Address: 9228 TUSCANY WAY AUSTIN TX
Phone: 5124211531
Contact Name: TEXAS GAS SERVICE TEXAS GAS SERVICE

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2026-11250-UTL
Type of Utility Service:
Project Description:
Road Name(s): 191 IRON WILLOW LOOP DRIPPING SPRINGS TX 78620
Subdivision:
Commissioner Precinct:

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

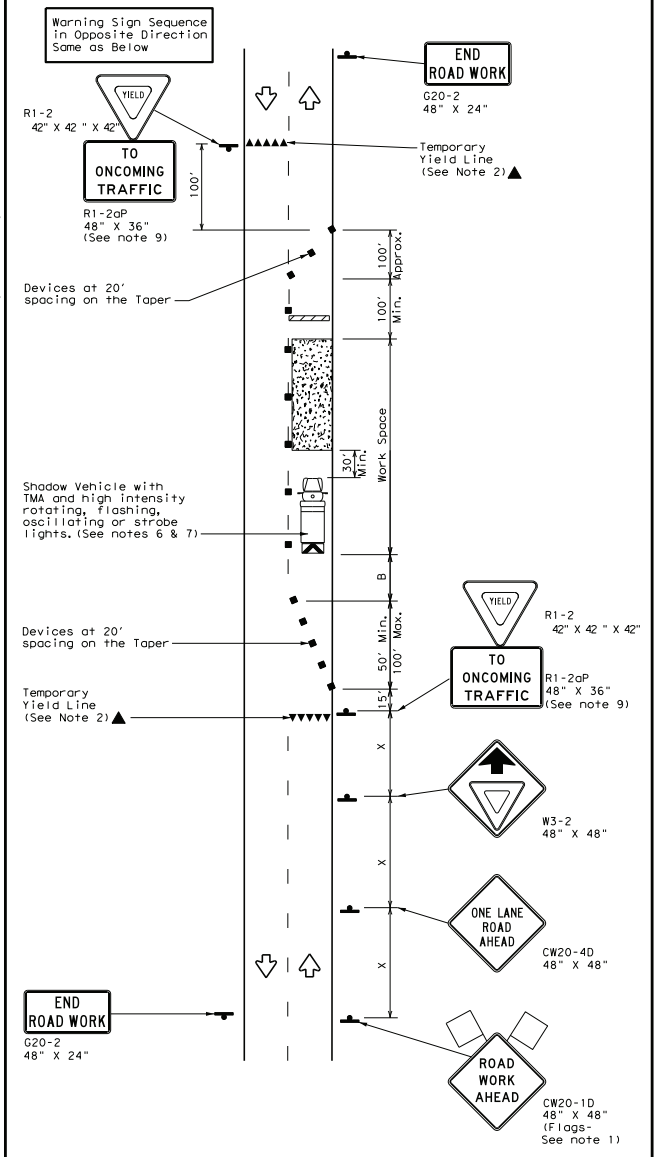
☒ Boring ☒ Trenching ☐ Overhead ☐ N/A

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

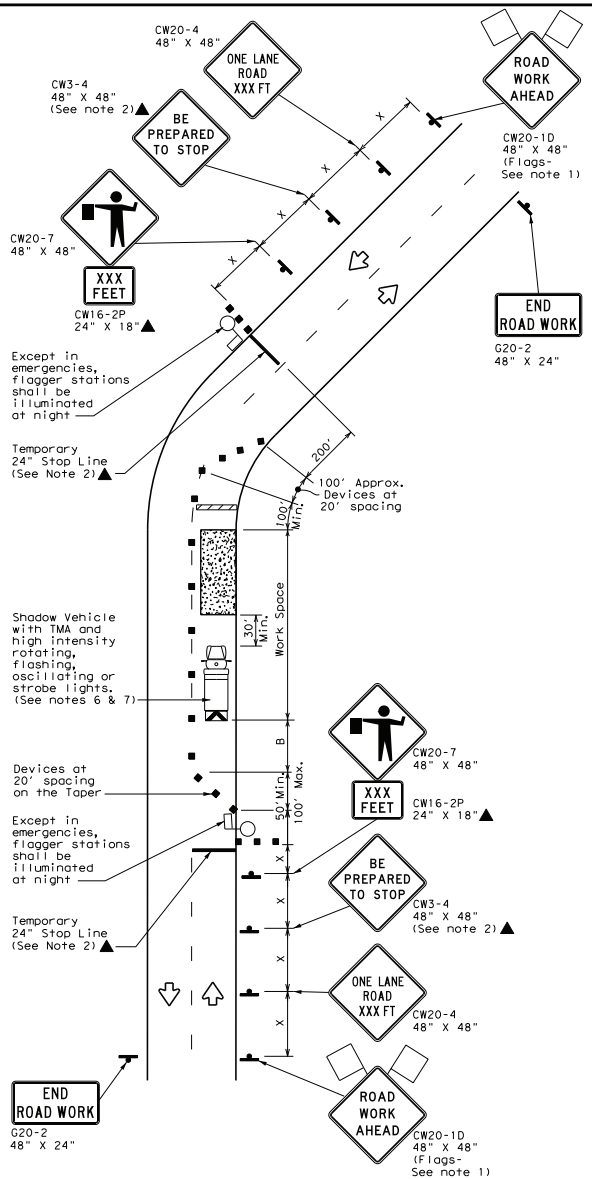
Signature Title Date

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DATE:
FILE:



TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

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

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

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

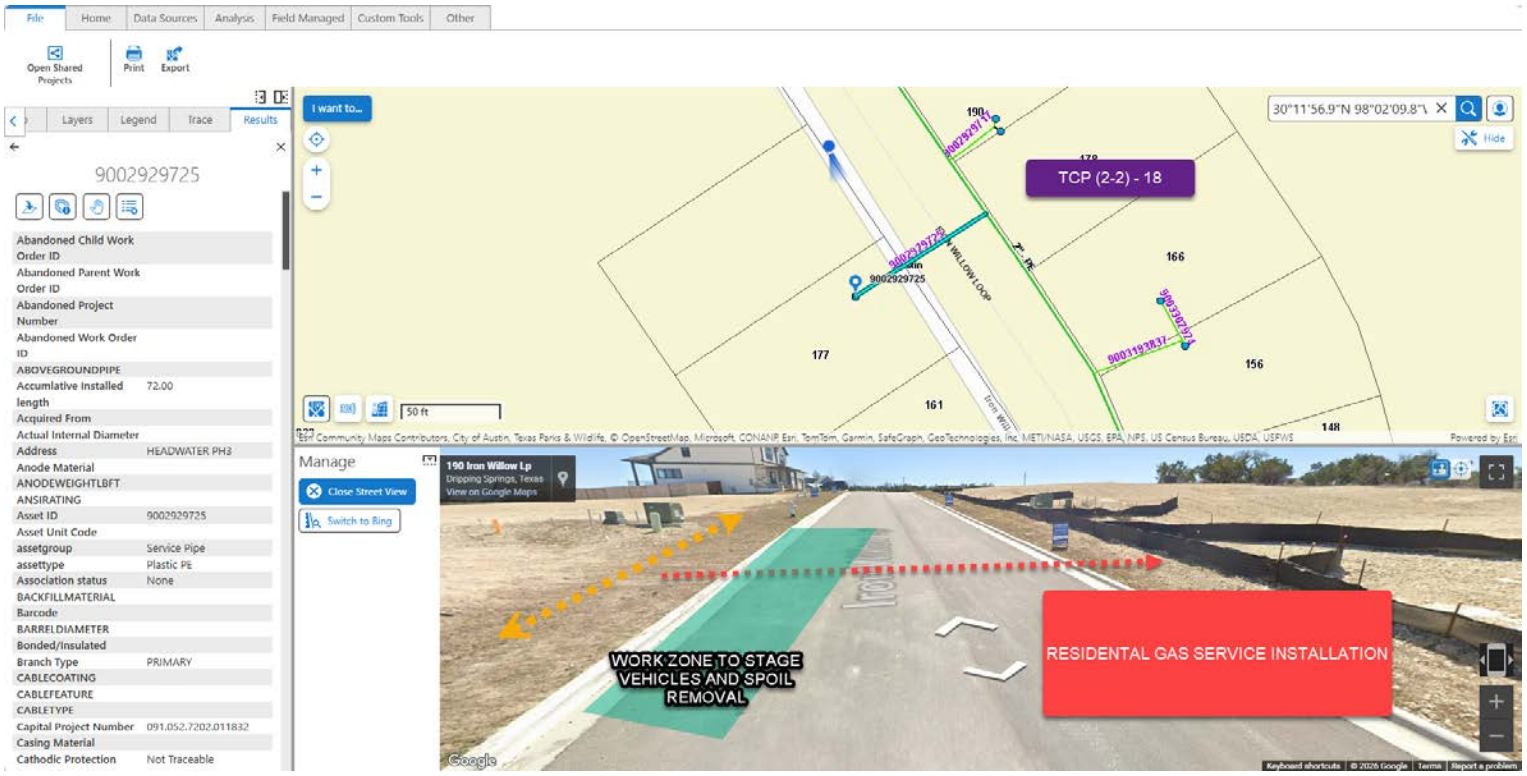
10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a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

Texas Department of Transportation
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(2-2)-18

FILE: tcp2-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
8-95 3-03	DIST	COUNTY		SHEET NO.
1-97 2-12				
4-98 2-18				


File
Home
Data Sources
Analysis
Field Managed
Custom Tools
Other
Open Shared Projects
Print
Export
Layers
Legend
Trace
Results
9002929725
Abandoned Child Work Order ID
Abandoned Parent Work Order ID
Abandoned Project Number
Abandoned Work Order ID
ABOVEGROUNDPIPE
Accumulative Installed length 72.00
Acquired From
Actual Internal Diameter
Address HEADWATER PH3
Anode Material
ANODEWEIGHTLBFT
ANSIRATING
Asset ID 9002929725
Asset Unit Code
assetgroup Service Pipe
assettype Plastic PE
Association status None
BACKFILLMATERIAL
Barcode
BARRELDIAMETER
Bonded/Insulated
Branch Type PRIMARY
CABLECOATING
CABLEFEATURE
CABLETYPE
Capital Project Number 091.052.7202.011832
Casing Material
Cathodic Protection Not Traceable
I want to...
30°11'56.9"N 98°02'09.8"W
Hide
TCP (2-2) - 18
9002929725
WILLOW LOOP
166
177
161
156
148
50 ft
Esri Community Maps Contributors, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
Powered by Esri
Manage
Close Street View
Switch to Ring
190 Iron Willow Ln
Dripping Springs, Texas
View on Google Maps
WORK ZONE TO STAGE VEHICLES AND SPOIL REMOVAL
RESIDENTAL GAS SERVICE INSTALLATION
Google
Keyboard shortcuts
© 2026 Google
Terms
Report a problem

Hays County Transportation Department

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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 10/23/2026 .

Utility Company Information:

Name: Spectrum
Address: 1120 TX-123 San Marcos TX
Phone: 7373764884
Contact Name: Zane Kellum

Engineer / Contractor Information:

Name: Broadband Telecom Services, Inc
Address: 12021 Bella Italia Dr Fort Worth TX 76126
Phone: 8174412021
Contact Name: Megan Romero

Hays County Information:

Utility Permit Number: TRN-2026-11277-UTL
Type of Utility Service: Fiber optic
Project Description:
Road Name(s): Davy Crockett Dr / CR-355, Kit Carson Dr / CR-355, Daniel Boon Dr / CR-356
Subdivision:
Commissioner Precinct:

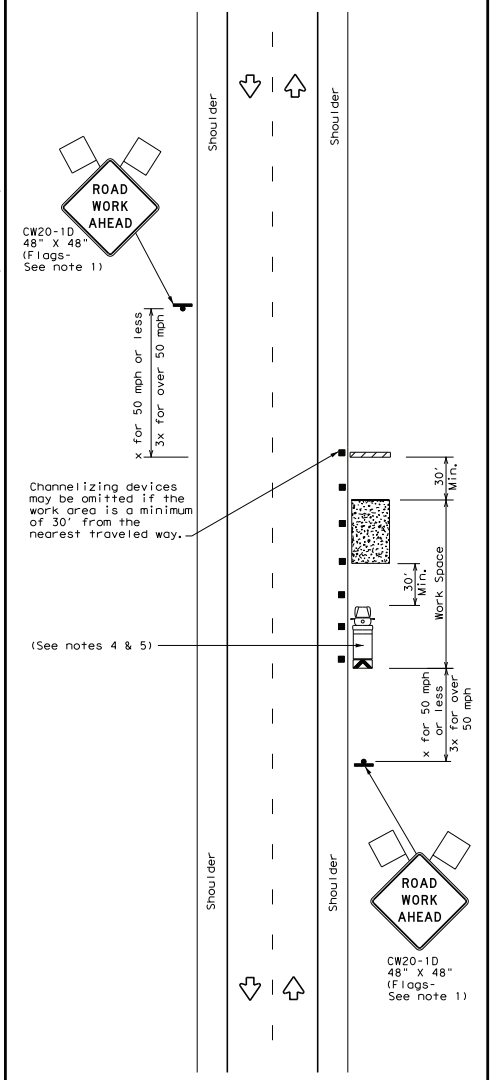
What type of cut(s) will you be using ? ☐ Boring ☐ Trenching ☒ Overhead ☐ N/A

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

Signature Title Date

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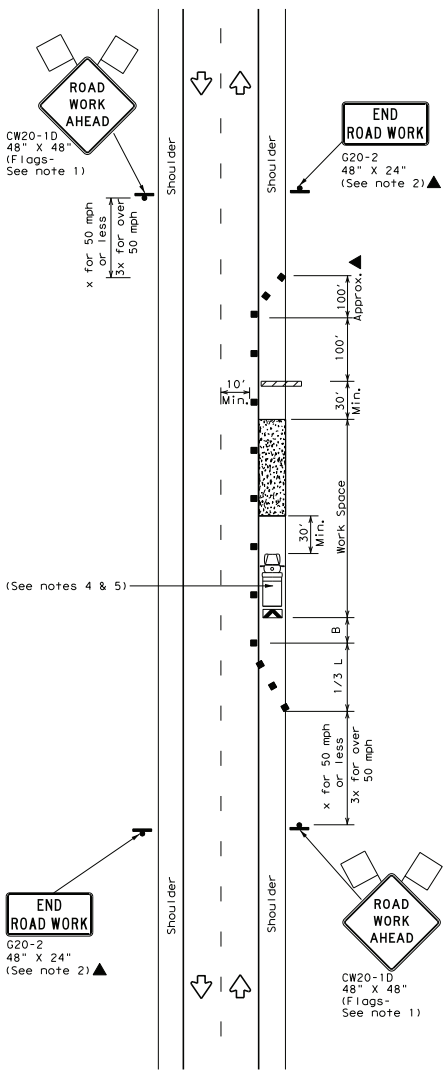
DATE:
FILE:



TCP (2-1a)

WORK SPACE NEAR SHOULDER

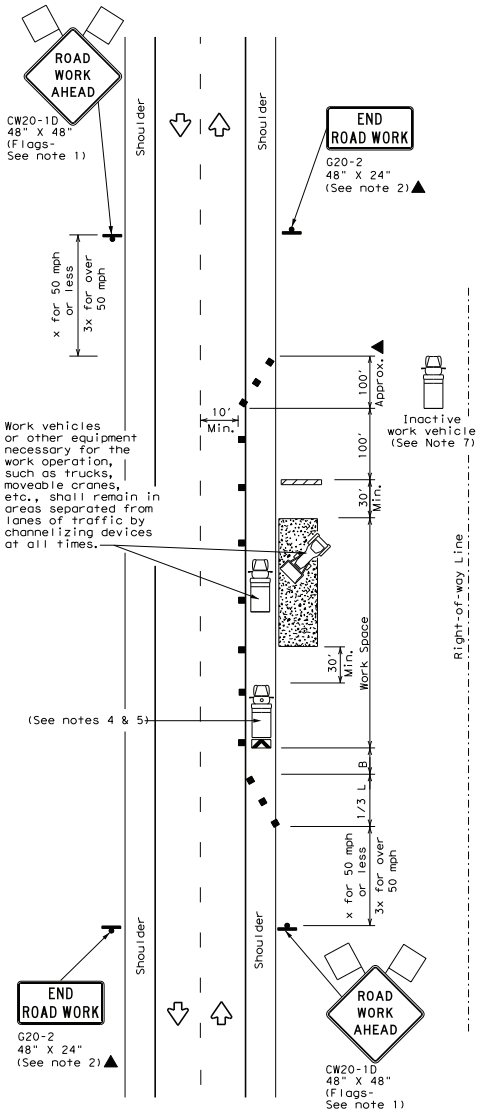
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

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

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

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

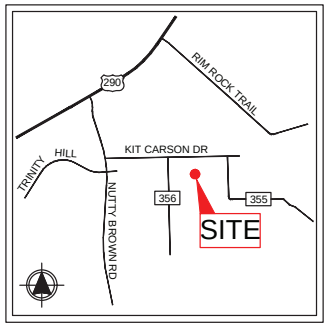
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

FILE: tcp2-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
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2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

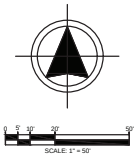
161



LOCATION MAP
NTS

MARKERS. ELECTRIC POLES AND COMMUNICATION LINES [UTILITY POLES] MUST BEAR, IN A FORMAT ACCEPTABLE TO THE DEPARTMENT, READILY IDENTIFIABLE PLAQUES OR OTHER APPROVED MARKERS DENOTING OWNERSHIP AND USE, AT A FREQUENCY [DISTANCE] OF EVERY OTHER POLE [APPROXIMATELY ONE POLE PER 1,320 FEET], AS EQUALLY SPACED AS PRACTICABLE, AND AT EVERY CROSSING[, IN A FORMAT ACCEPTABLE TO THE DEPARTMENT]. EACH COMPANY CONNECTING TO A POLE SHALL APPROPRIATELY IDENTIFY ITS USE OF THE POLE. THERE SHALL BE A BEGINNING AND END MARKER FOR EACH USER OF THE POLE LINE.

FOR COMMUNICATION LINES ABOVE THE HIGHWAY AND /OR LONGITUDINAL LINES ON THE RIGHT OF WAY, A MINIMUM OF 18' VERTICAL CLEARANCE SHALL BE MAINTAINED AT THE LARGEST VERTICAL SAG OF THE LINE.



PROPERTY ID: 134698
DAVY CROCKETT DR,
AUSTIN, TX 78737

MATCH LINE SEE PAGE-2

DAVY CROCKETT DR / CO RD-355

EOP
362'
ROW
15'
3'
12'
C
356'
B
A
Pole A Location
Latitude: 30.199922°
Longitude: -97.956148°
12'
3'
15'
OLD BALDY TRAIL

PROPERTY ID: 42224
10525 DAVY CROCKETT DR,
AUSTIN, TX 78737

PROPERTY ID: 42223
10511 DAVY CROCKETT DR,
AUSTIN, TX 78737

PROPERTY ID: 107448
12775 OLD BALDY TRL,
AUSTIN, TX 78737

Spectrum

PROJECT	MMLB CHTRQ#577420 VERIZON WIRELESS - BE		
LOCATION	12708 DANIEL BOONE DRIVE CTBH		
DRAWN: ENTRUST	DATE: 09-18-26	SCALE: 1" = 50'	APPLICATION: COUNTY PERMIT
PROJECT #: 6462185	COUNTY: HAYS COUNTY, TX	PAGE: 1 OF 9	APPROVED BY: MARCUS JIMENEZ

LEGEND

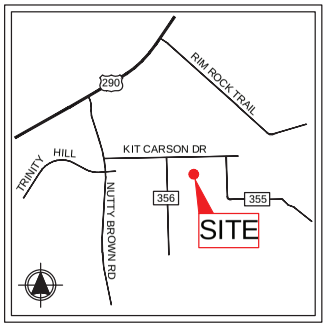
- BORE PIT
- NEW DROP VAULT
- NEW HAND HOLE
- EXISTING PEDESTAL
- POLE RISER
- **POWER POLE**
- W — WATER UTILITY
- G — NATURAL GAS UTILITY
- GR — GRANDE UTILITY
- T — TELEPHONE UTILITY
- E — ELECTRIC UTILITY
- SS — SANITARY SEWER UTIL.
- SC — EX. SPECTRUM CONDUIT
- UG — UNDERGROUND
- ROW — RIGHT OF WAY LINE
- EOP — EDGE OF PAVEMENT
- DOWN GUY & ANCHOR
- SIDEWALK GUY & ANC.
- NEW BUILD
- OVERLASH
- EXISTING CURB
- NEW UG TRENCH
- NEW UG BORE

REVISIONS

DATE	COMMENTS
	SM

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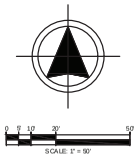


LOCATION MAP
NTS

MATCH LINE SEE PAGE-3

MARKERS. ELECTRIC POLES AND COMMUNICATION LINES [UTILITY POLES] MUST BEAR, IN A FORMAT ACCEPTABLE TO THE DEPARTMENT, READILY IDENTIFIABLE PLAQUES OR OTHER APPROVED MARKERS DENOTING OWNERSHIP AND USE, AT A FREQUENCY [DISTANCE] OF EVERY OTHER POLE [APPROXIMATELY ONE POLE PER 1,320 FEET], AS EQUALLY SPACED AS PRACTICABLE, AND AT EVERY CROSSING[, IN A FORMAT ACCEPTABLE TO THE DEPARTMENT]. EACH COMPANY CONNECTING TO A POLE SHALL APPROPRIATELY IDENTIFY ITS USE OF THE POLE. THERE SHALL BE A BEGINNING AND END MARKER FOR EACH USER OF THE POLE LINE.

FOR COMMUNICATION LINES ABOVE THE HIGHWAY AND /OR LONGITUDINAL LINES ON THE RIGHT OF WAY, A MINIMUM OF 18' VERTICAL CLEARANCE SHALL BE MAINTAINED AT THE LARGEST VERTICAL SAG OF THE LINE.



PROPERTY ID: 42228
10598 DAVY CROCKETT DR,
AUSTIN, TX 78737

PROPERTY ID: 42207
12695 DANIEL BOONE DR,
AUSTIN, TX 78737

KIT CARSON DR / CO RD-355

DAVY CROCKETT DR / CO RD-355

ROW
EOP
365'
369'
120'
15'
3'
12'

Pole F Location
Latitude: 30.199941°
Longitude: -97.960104°

MATCH LINE SEE PAGE-1

PROPERTY ID: 42226
10555 DAVY CROCKETT DR,
AUSTIN, TX 78737

PROPERTY ID: 42224
10525 DAVY CROCKETT DR,
AUSTIN, TX 78737

Spectrum

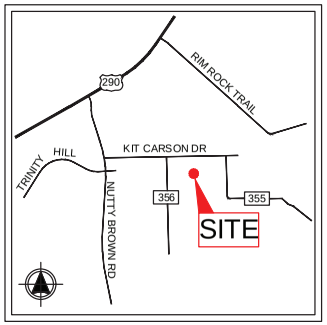
PROJECT	MMLB CHTRQ#577420 VERIZON WIRELESS - BE		
LOCATION	12708 DANIEL BOONE DRIVE CTBH		
DRAWN: ENTRUST	DATE: 09-18-26	SCALE: 1" = 50'	APPLICATION: COUNTY PERMIT
PROJECT #: 6462185	COUNTY: HAYS COUNTY, TX	PAGE: 2 OF 9	APPROVED BY: MARCUS JIMENEZ

LEGEND

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- NEW UG BORE

REVISIONS	
DATE	COMMENTS
	SM

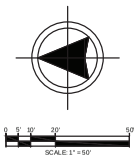
PREPARED BY:
ENTRUST SOLUTIONS GROUP
A Leidos Company



LOCATION MAP
NTS

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PROPERTY ID: 127315
10802 KIT CARSON,
AUSTIN, TX 78737

PROPERTY ID: 42228
10598 DAVY CROCKETT DR,
AUSTIN, TX 78737

PROPERTY ID: 42206
10605 KIT CARSON DR,
AUSTIN, TX 78737

MATCH LINE SEE PAGE-4

MATCH LINE SEE PAGE-2

KIT CARSON DR / CO RD-355

Pole G Location
Latitude: 30.200948°
Longitude: -97.960113°

Pole H Location
Latitude: 30.200942°
Longitude: -97.960255°

EOP
ROW
242'
177'
230'
59'
12'
3'
15'

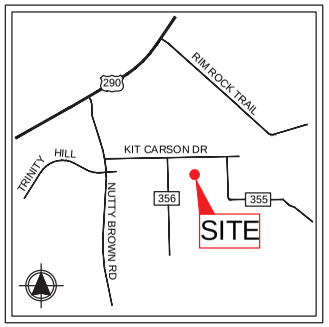
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LOCATION	12708 DANIEL BOONE DRIVE CTBH		
DRAWN: ENTRUST	DATE: 09-18-26	SCALE: 1" = 50'	APPLICATION: COUNTY PERMIT
PROJECT #: 6462185	COUNTY: HAYS COUNTY, TX	PAGE: 3 OF 9	APPROVED BY: MARCUS JIMENEZ

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- OVERLASH
- NEW UG TRENCH
- NEW UG BORE

REVISIONS	
DATE	COMMENTS
	SM

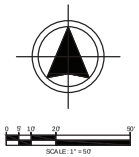
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A Leidos Company



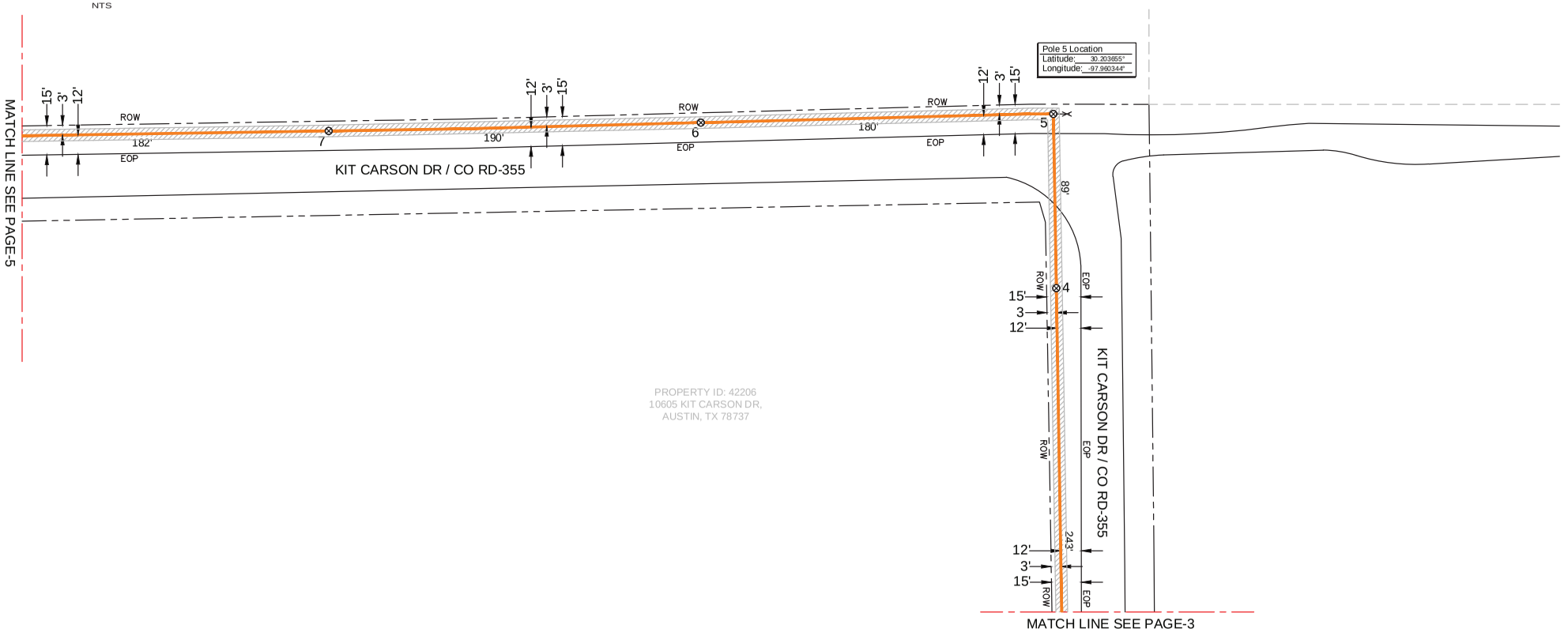
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PROPERTY ID: 105156
10600 KIT CARSON DR,
AUSTIN, TX 78737



Spectrum

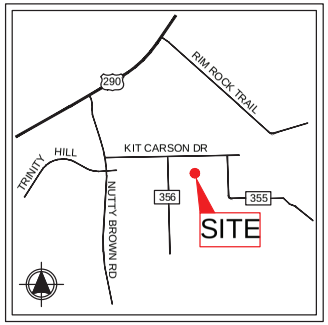
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PROJECT #: 6462185	COUNTY: HAYS COUNTY, TX	PAGE: 4 OF 9	APPROVED BY: MARCUS JIMENEZ

LEGEND

BORE PIT	W WATER UTILITY	SS SANITARY SEWER UTIL.	DOWN GUY & ANCHOR
NEW DROP VAULT	G NATURAL GAS UTILITY	SC EX. SPECTRUM CONDUIT	SIDEWALK GUY & ANC.
NEW HAND HOLE	GR GRANDE UTILITY	UG UNDERGROUND	NEW BUILD
EXISTING PEDESTAL	T TELEPHONE UTILITY	ROW RIGHT OF WAY LINE	OVERLASH
POLE RISER	E ELECTRIC UTILITY	EXISTING CURB	NEW UG TRENCH
POWER POLE		EOP EDGE OF PAVEMENT	NEW UG BORE

REVISIONS	
DATE	COMMENTS
	SM

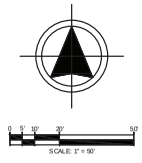
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A Leidos Company



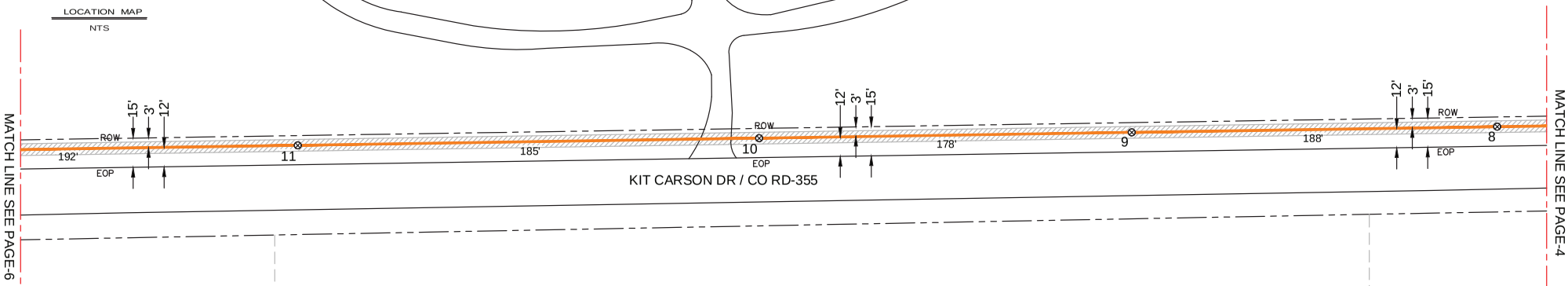
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PROPERTY ID: 105156
10600 KIT CARSON DR,
AUSTIN, TX 78737



PROPERTY ID: 169667
KIT CARSON DR,
DRIPPING SPRINGS, TX 78620

Spectrum

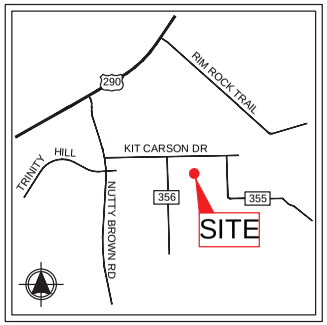
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PROJECT #: 6462185	COUNTY: HAYS COUNTY, TX	PAGE: 5 OF 9	APPROVED BY: MARCUS JIMENEZ

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REVISIONS	
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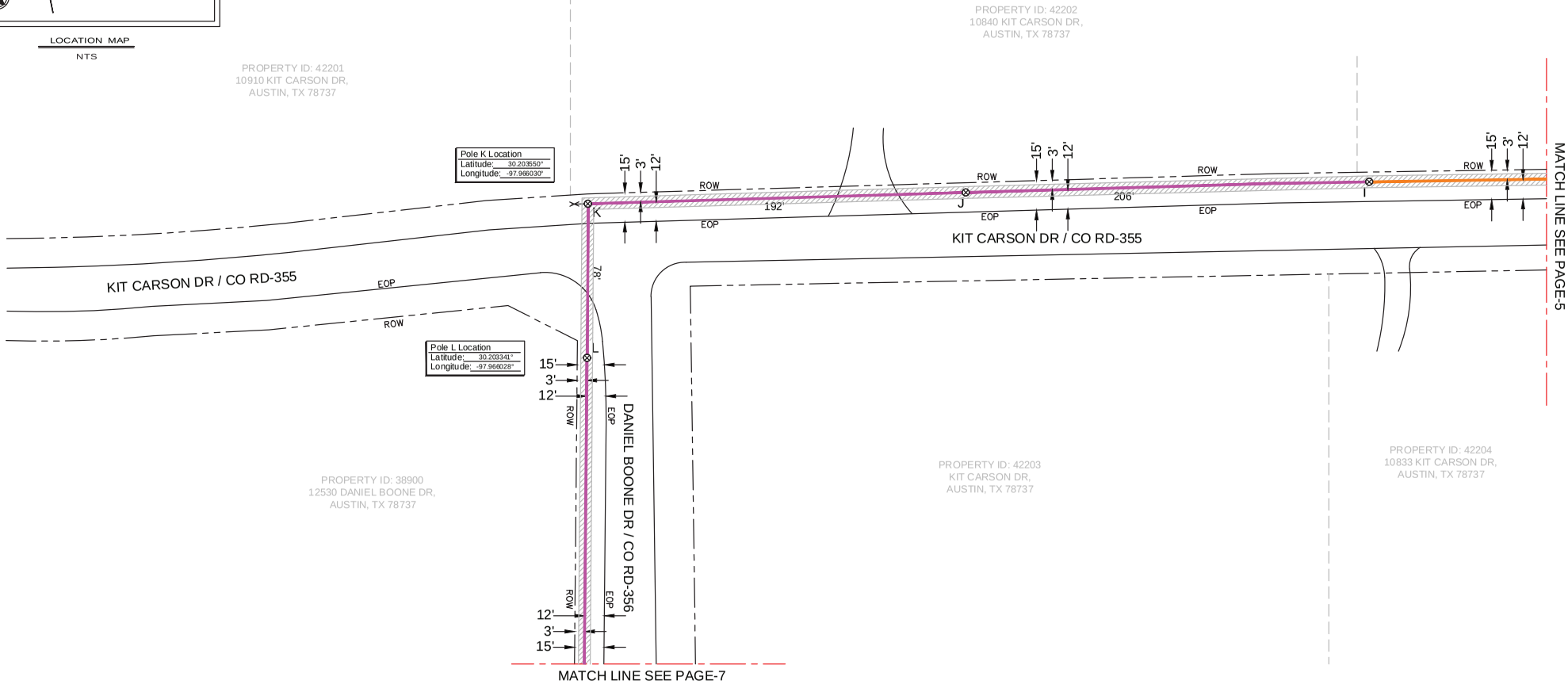
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ENTRUST SOLUTIONS GROUP
A Leidos Company



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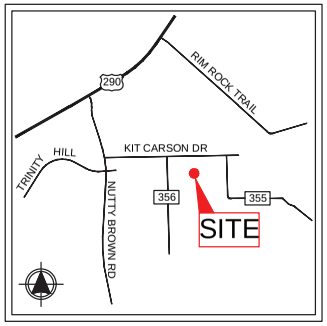
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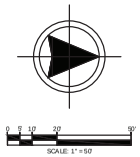
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PROPERTY ID: 38902
12602 DANIEL BOONE DR,
AUSTIN, TX 78737

PROPERTY ID: 38901
DANIEL BOONE DR,
AUSTIN, TX 78737

PROPERTY ID: 38900
12530 DANIEL BOONE DR,
AUSTIN, TX 78737

PROPERTY ID: 38903
12658 DANIEL BOONE DR,
AUSTIN, TX 78737

MATCH LINE SEE PAGE-8

15' 3' 12' ROW
302'
EOP
ROW
EOP
N
ROW
EOP
12' 3' 15' ROW
302'
EOP
M
ROW
EOP
429'
12' 3' 15' ROW
EOP

MATCH LINE SEE PAGE-6

DANIEL BOONE DR / CO RD-356

PROPERTY ID: 169448
KIT CARSON DR,
AUSTIN, TX 78737

PROPERTY ID: 136689
12601 DANIEL BOONE DR,
AUSTIN, TX 78737

Spectrum

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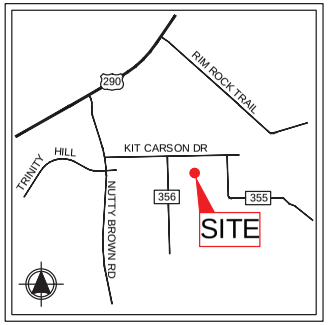
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DATE	COMMENTS
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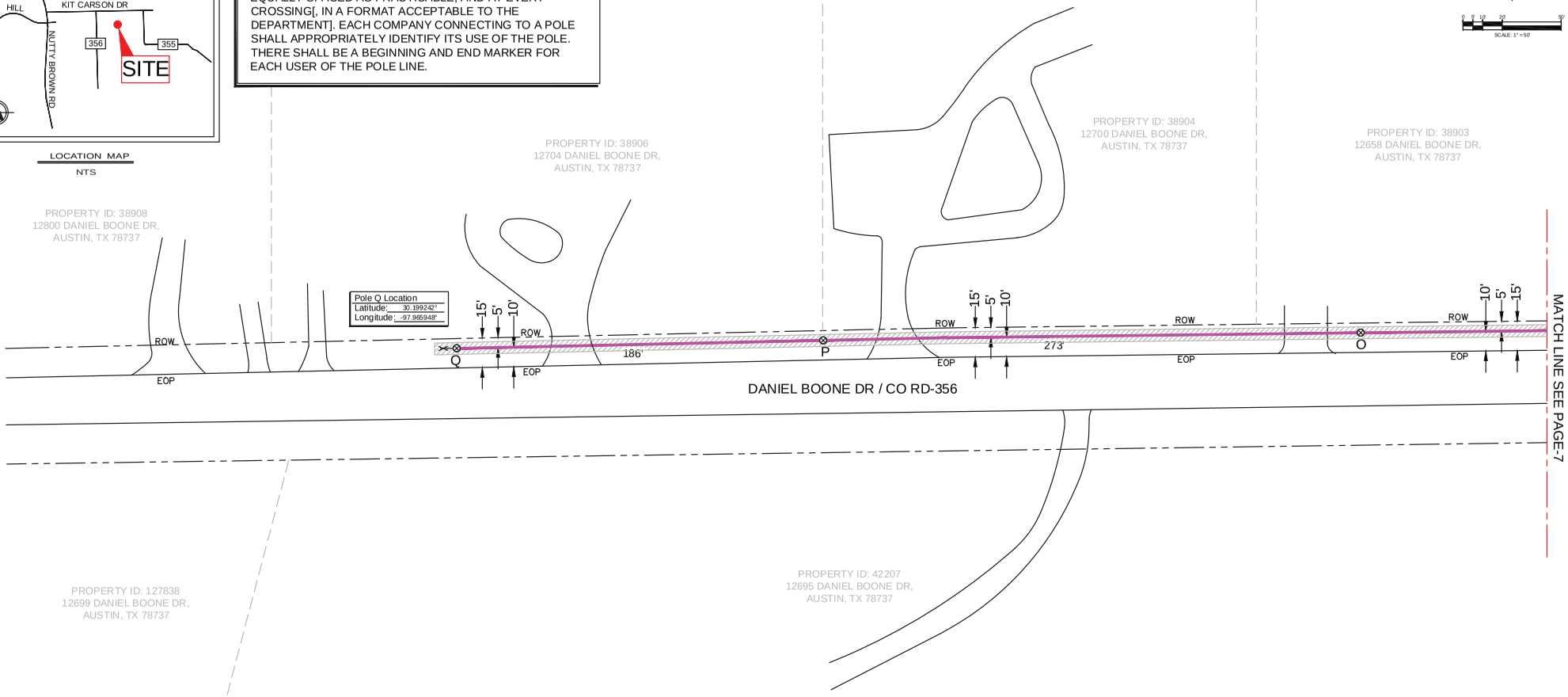
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0 5' 10' 20' 50'
SCALE: 1" = 50'

Spectrum

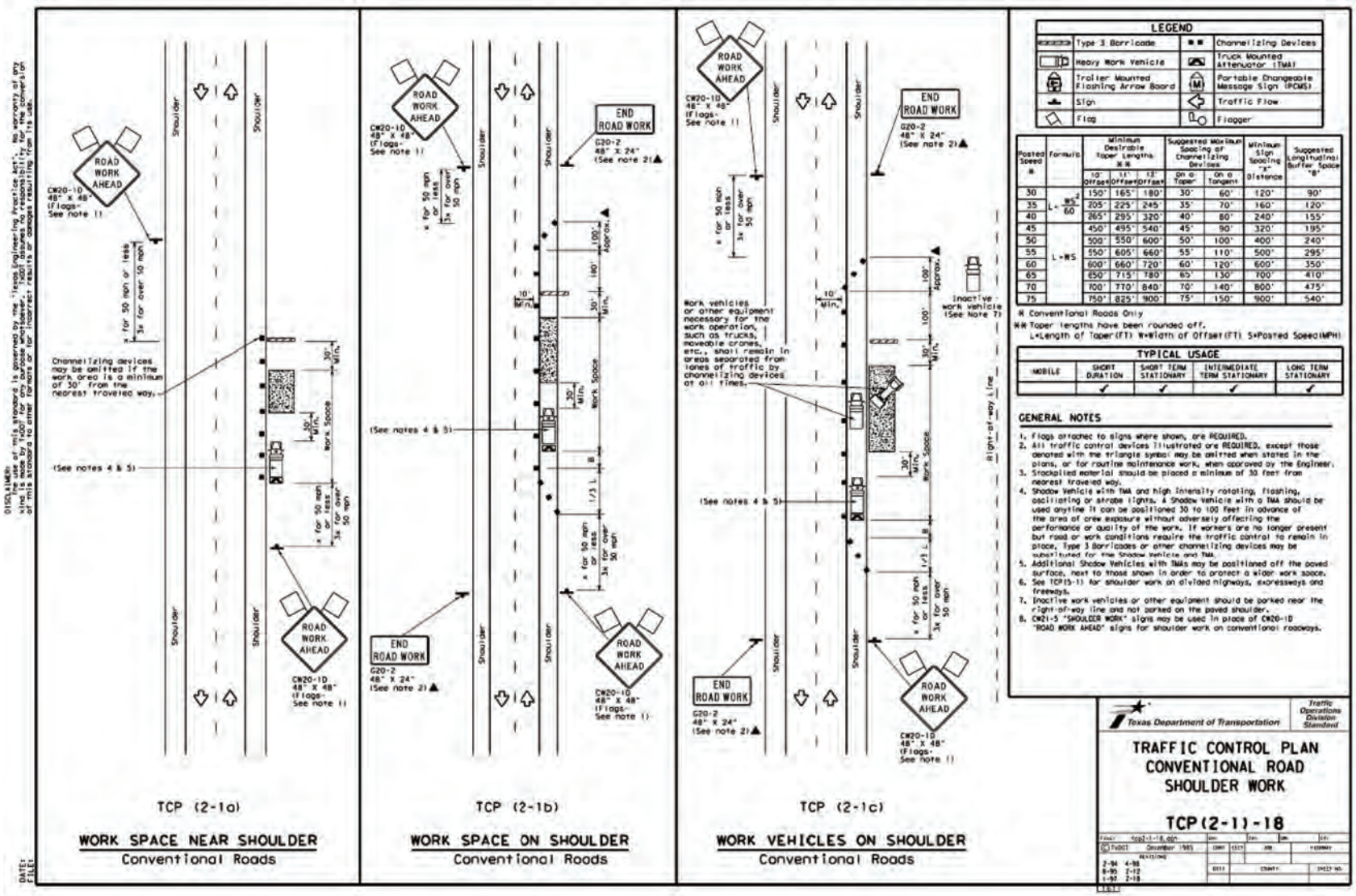
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REVISIONS	
DATE	COMMENTS
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PREPARED BY:
ENTRUST SOLUTIONS GROUP
A Leidos Company



TCP (2-1a)

WORK SPACE NEAR SHOULDER

Conventional Roads

TCP (2-1b)

WORK SPACE ON SHOULDER

Conventional Roads

TCP (2-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

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

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

tcp2-1-18.dsn | TxDOT December 1985 | DN: | CK: | JOB: | HIGHWAY:

REVISIONS: 2-94 4-98; 8-95 2-12; 1-97 2-18 | DIST | COUNTY | SHEET NO.

DATE: FILE:

PROJECT	MMLB CHTRQ#577420 VERIZON WIRELESS - BE		
LOCATION	12708 DANIEL BOONE DRIVE CTBH		
DRAWN: ENTRUST	DATE: 09-18-26	SCALE: 1" = 50'	APPLICATION: TCP DETAILS
PROJECT #: 6462185	COUNTY: HAYS COUNTY, TX	PAGE: 9 OF 9	APPROVED BY: MARCUS JIMENEZ

LEGEND

BORE PIT	W — WATER UTILITY	SS — SANITARY SEWER UTIL.	DOWN GUY & ANCHOR
NEW DROP VAULT	G — NATURAL GAS UTILITY	SC — EX. SPECTRUM CONDUIT	SIDEWALK GUY & ANC.
NEW HAND HOLE	GR — GRANDE UTILITY	UG — UNDERGROUND	NEW BUILD
EXISTING PEDESTAL	T — TELEPHONE UTILITY	ROW — RIGHT OF WAY LINE	OVERLASH
POLE RISER	E — ELECTRIC UTILITY	EXISTING CURB	NEW UG TRENCH
POWER POLE		EOP — EDGE OF PAVEMENT	NEW UG BORE

REVISIONS	
DATE	COMMENTS
	SM

PREPARED BY: ENTRUST SOLUTIONS GROUP, A Leidos Company

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 10/15/2026 .

Utility Company Information:

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

Engineer / Contractor Information:

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

Hays County Information:

Utility Permit Number: TRN-2026-11281-UTL
Type of Utility Service: 3/4" POLY Water Service Line Encased in 2" Bored Steel Casing
Project Description:
Road Name(s): Satterwhite Road (CR 107)
Subdivision:
Commissioner Precinct:

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

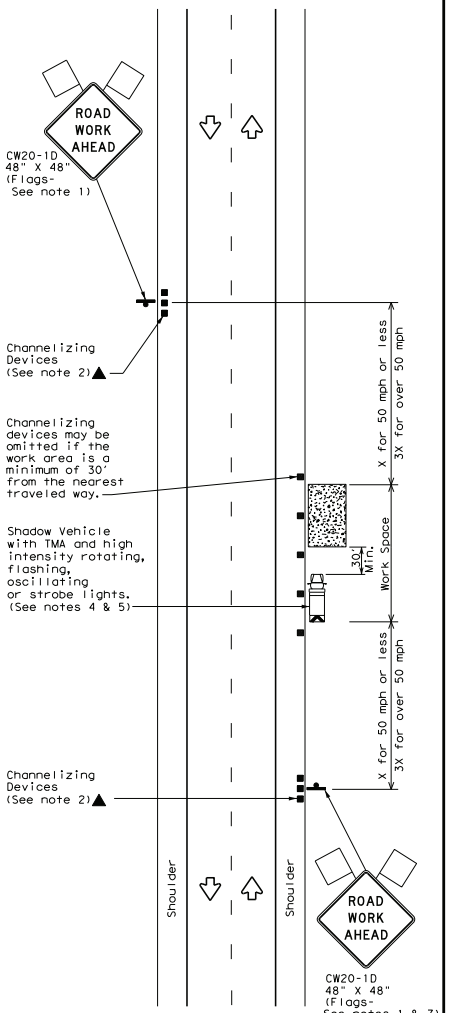
☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

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

Signature Title Date

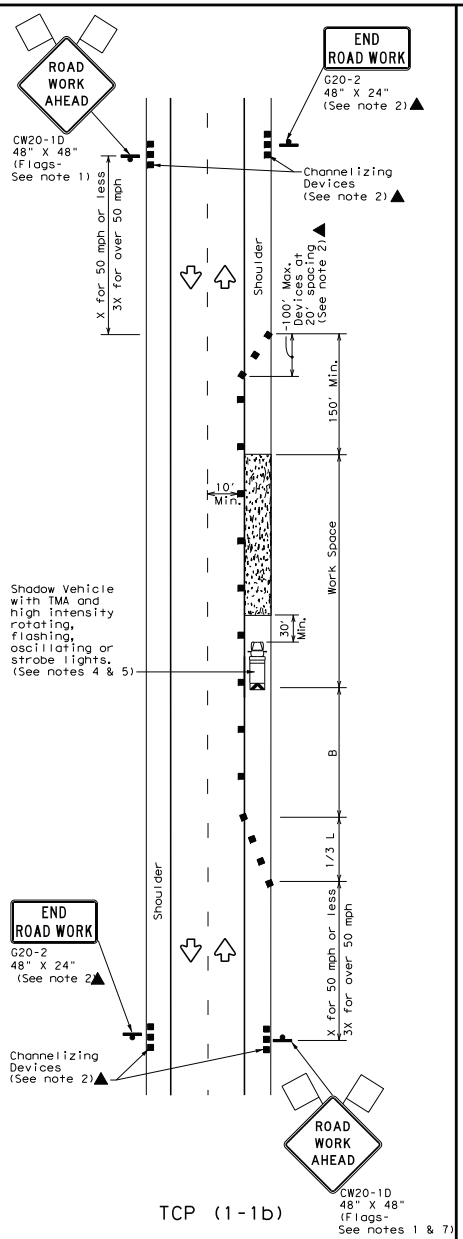
DISCLAIMER:
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DATE:
FILE:



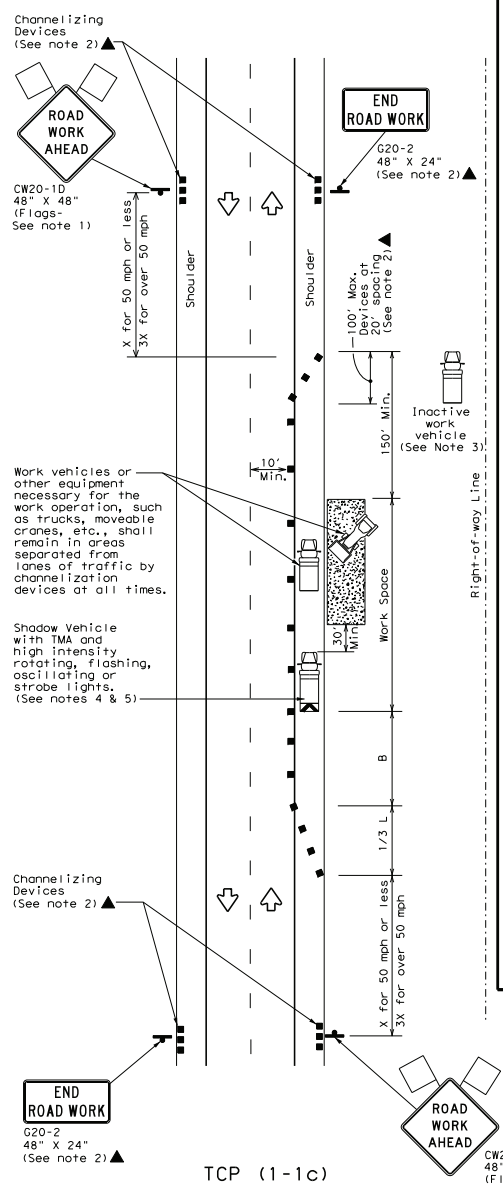
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

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

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
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7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

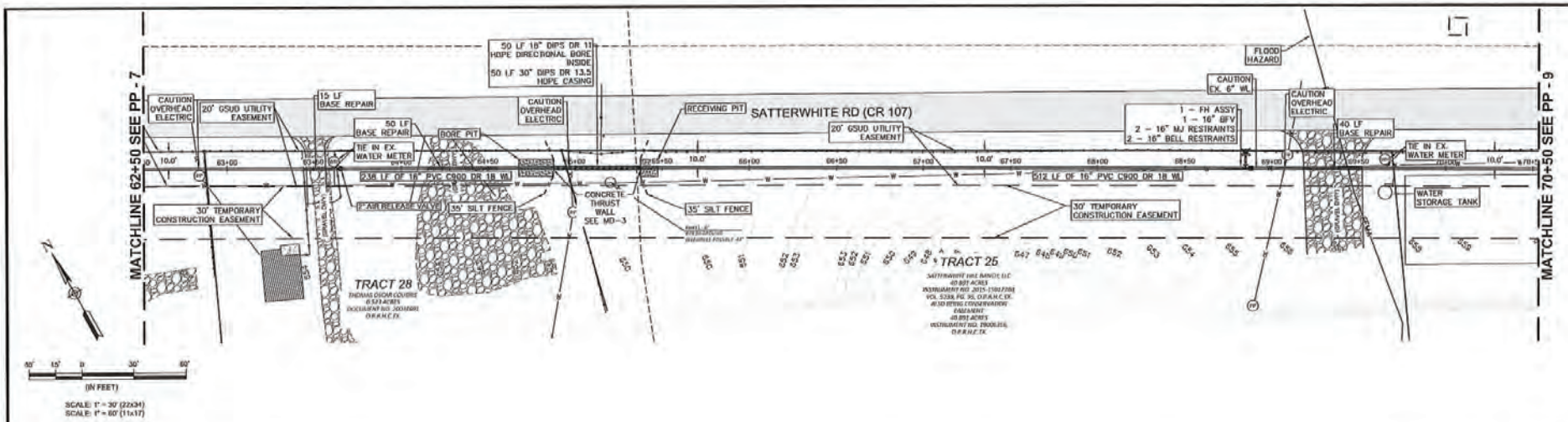
Traffic Operations Division Standard

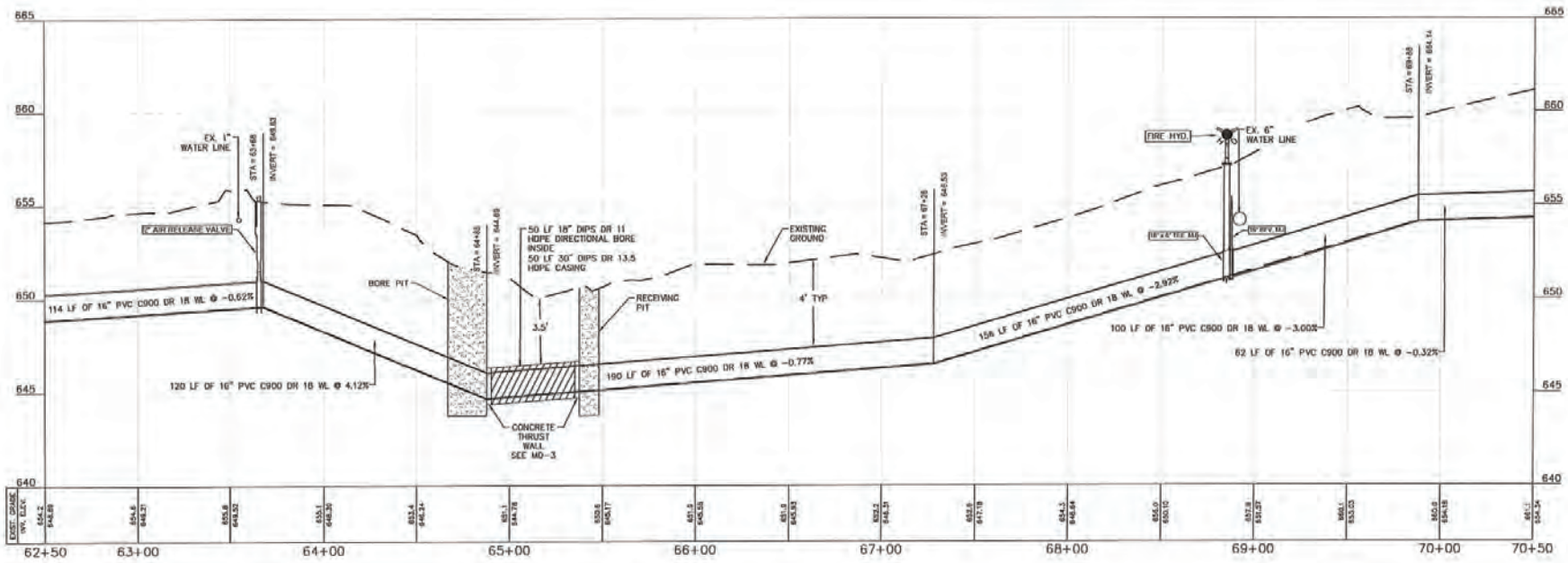
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

151





NO.	REVISION	DATE

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NEAL R. GIDEDRICH, P.E. #101084 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NEAL R. GIDEDRICH 101084 LICENSED PROFESSIONAL ENGINEER

Southwest Engineers
Engineering Texas Since 1978

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

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

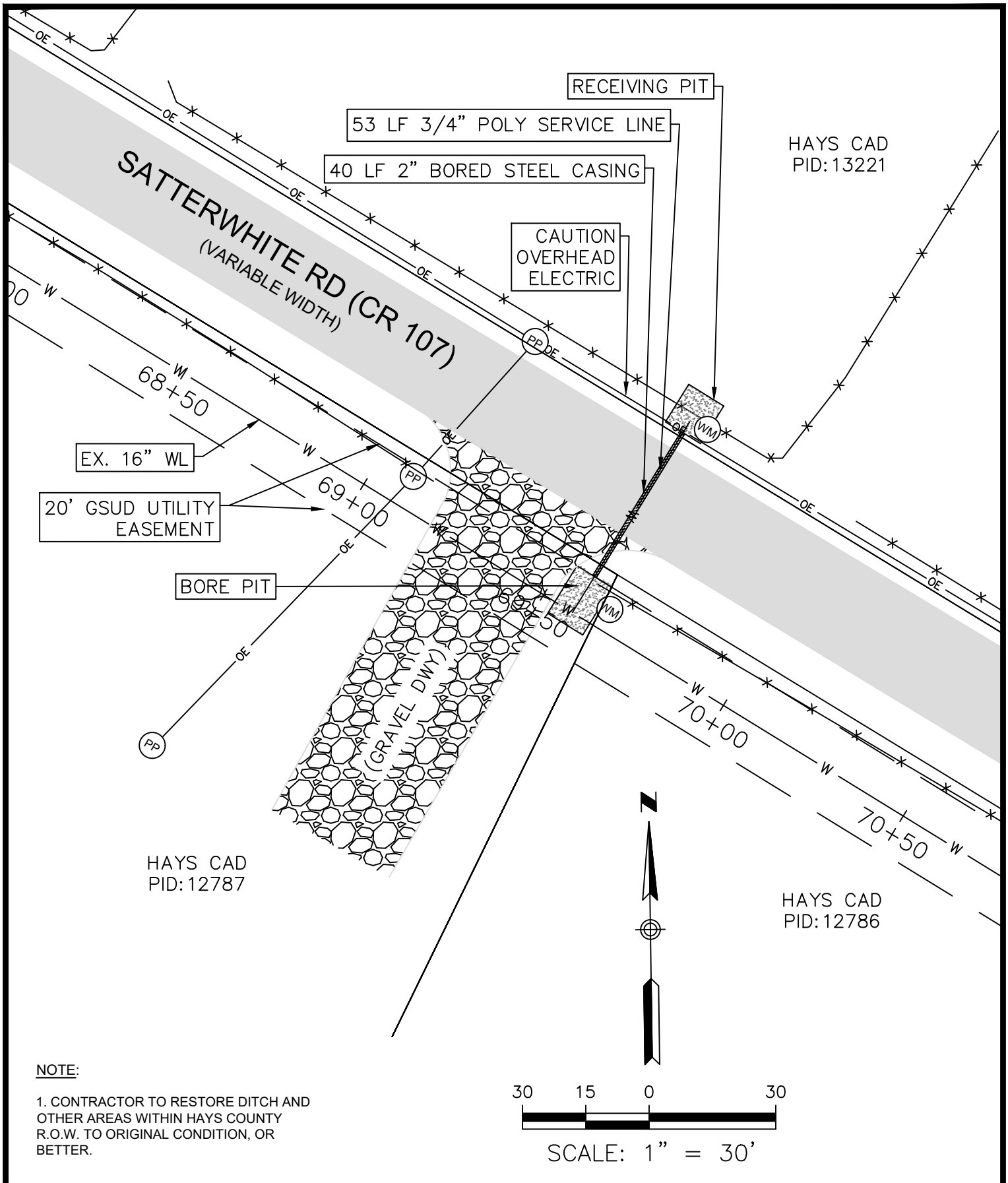
PLAN & PROFILE (STA: 62+50 - STA: 70+50)

SATTERWHITE RD. ~16" WATER LINE INSTALLATION

GOFORTH S.U.D.

BUDA, TEXAS

PROJECT NO. 0092-099-23
DRAWING NO. PP - 9
SHEET 11 OF 22



NOTE:

1. CONTRACTOR TO RESTORE DITCH AND OTHER AREAS WITHIN HAYS COUNTY R.O.W. TO ORIGINAL CONDITION, OR BETTER.

SCALE: 1" = 30'	**SERVICE LINE CROSSING EXHIBIT**
DRAWN BY: BSP DATE: 09/26	**SERVICE CROSSING @ STA: 69+58**
CHECKED BY: NRG DATE: 09/26	**GOFORTH SUD**
PROJECT NO: 0092-099-23	**HAYS COUNTY, TEXAS**

Southwest Engineers
Engineering Texas Since 1978
TBPE NO. F-1909
www.swengineering.com
GONZALES
307 SAINT LAWRENCE STREET
GONZALES, TEXAS 78629
PH: 830.672.7546
F: 830.672.2034
GONZALES | BUDA | BASTROP
ROUND ROCK | CUERO

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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General Special Provisions:

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

Utility Company Information:

Name: Texas Gas Service
Address: 9228 TUSCANY WAY AUSTIN TX
Phone: 5124211531
Contact Name: TEXAS GAS SERVICE TEXAS GAS SERVICE

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

Hays County Information:

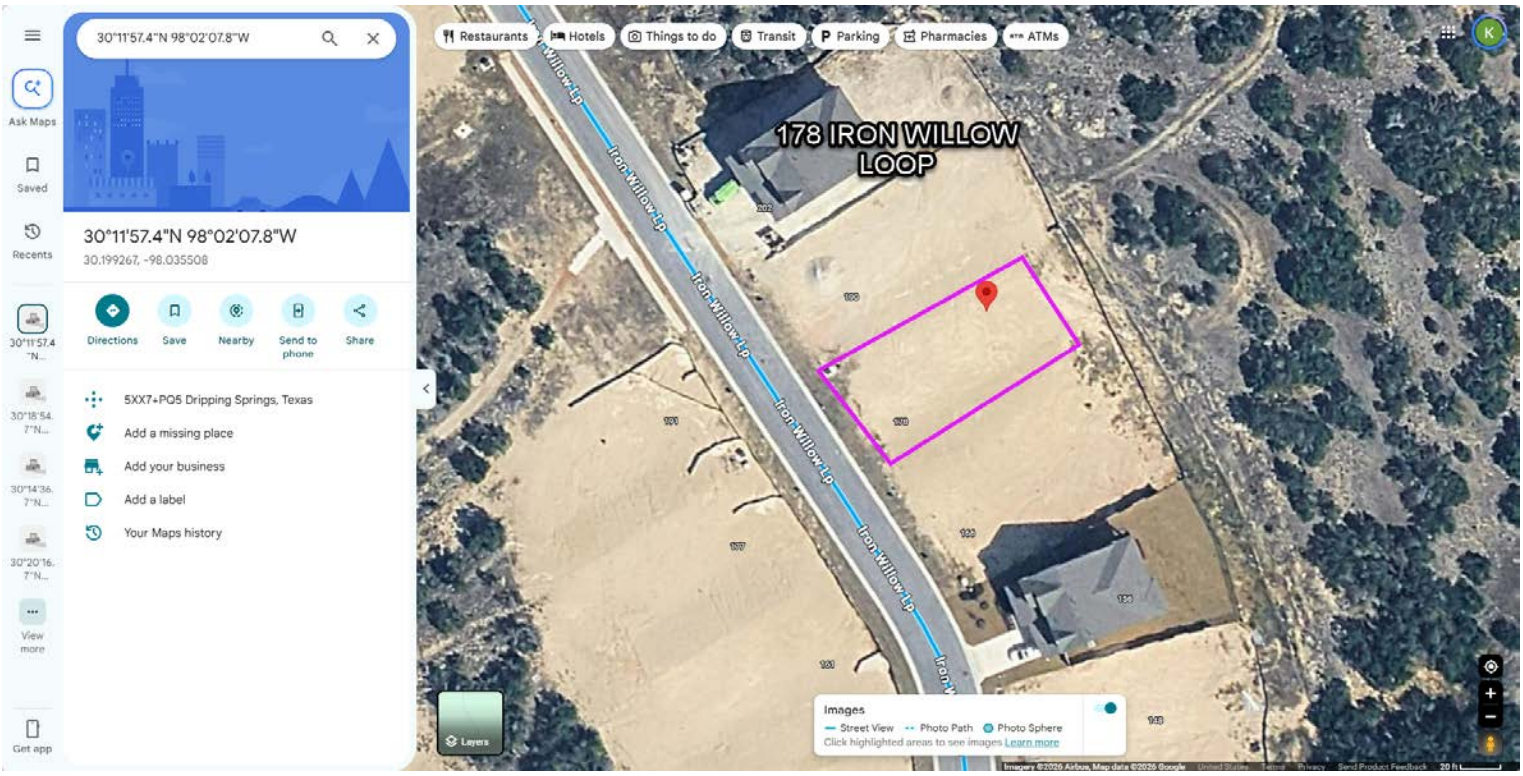
Utility Permit Number: TRN-2026-11282-UTL
Type of Utility Service:
Project Description:
Road Name(s): 178 IRON WILLOW LOOP, 985 IRON WILLOW LOOP
Subdivision:
Commissioner Precinct:

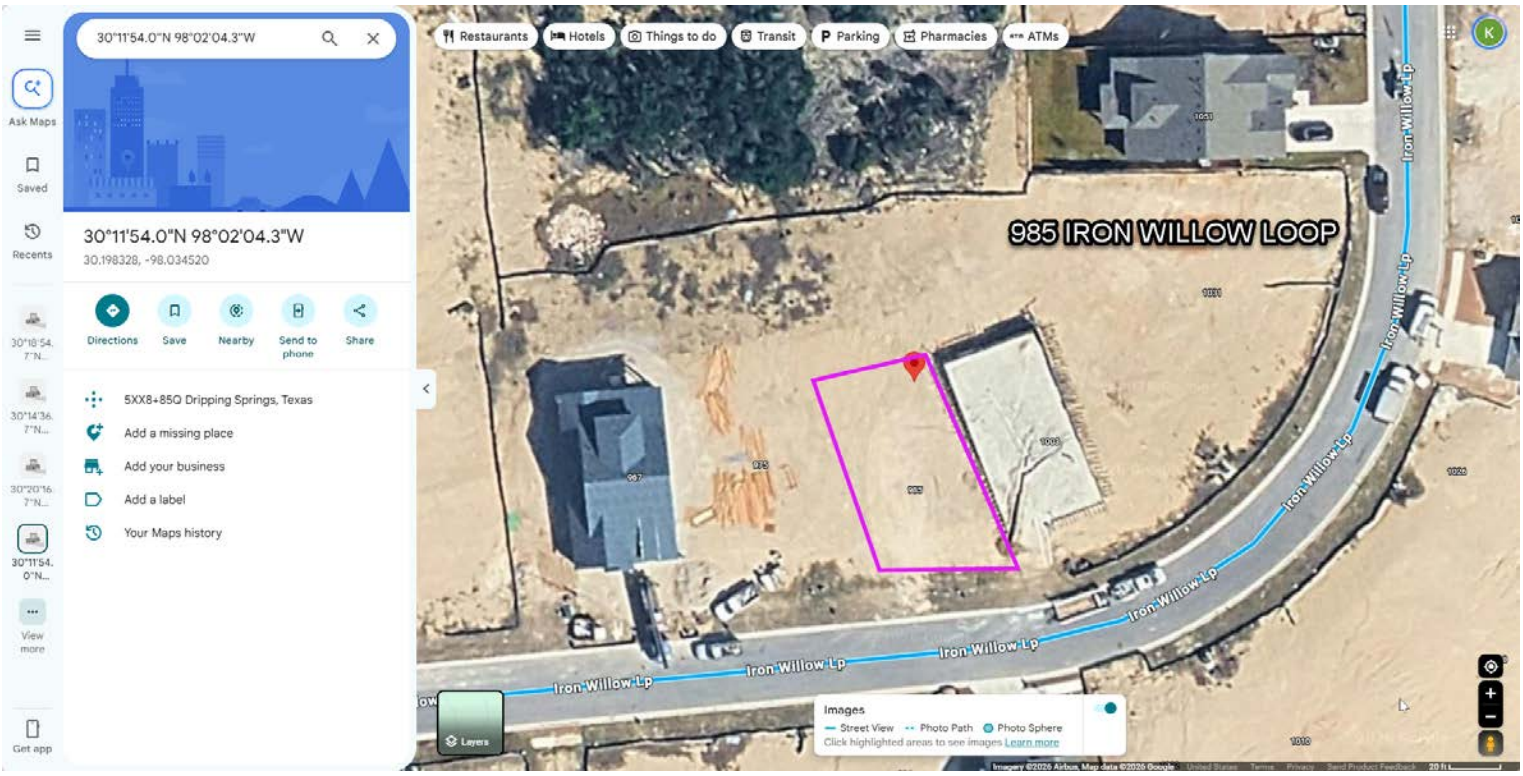
What type of cut(s) will you be using ?

- [x] Boring
- [ ] Trenching
- [ ] Overhead
- [ ] N/A

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

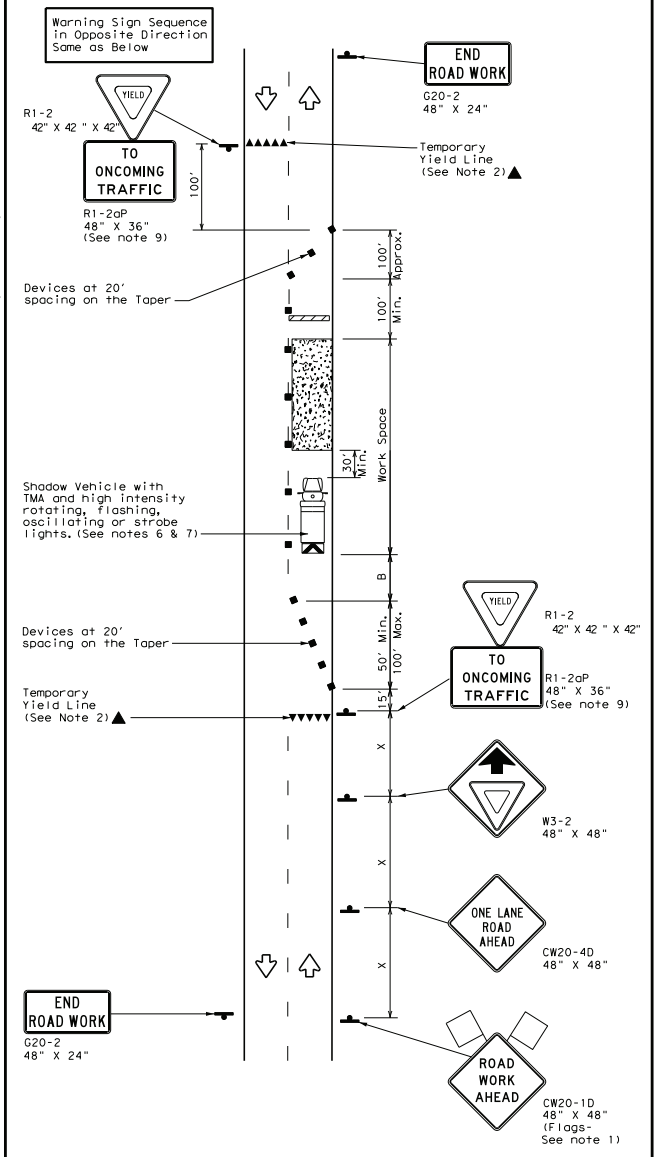
Signature Title Date


30°11'57.4"N 98°02'07.8"W
Ask Maps
Saved
Recents
30°11'57.4"N 98°02'07.8"W
30.199267, -98.035508
Directions
Save
Nearby
Send to phone
Share
5XX7+PQ5 Dripping Springs, Texas
Add a missing place
Add your business
Add a label
Your Maps history
View more
Get app
Restaurants
Hotels
Things to do
Transit
Parking
Pharmacies
ATMs
178 IRON WILLOW LOOP
Iron Willow Lp
Layers
Images
Street View
Photo Path
Photo Sphere
Click highlighted areas to see images Learn more

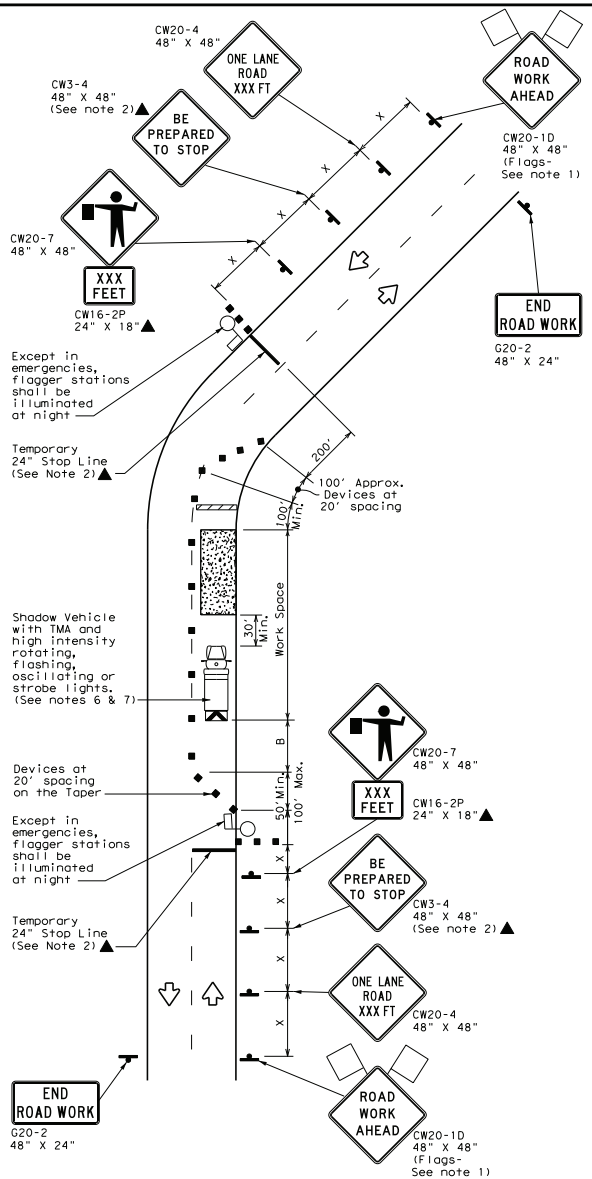

30°11'54.0"N 98°02'04.3"W
Ask Maps
Saved
Recents
30°11'54.0"N 98°02'04.3"W
30.198328, -98.034520
Directions
Save
Nearby
Send to phone
Share
5XX8+85Q Dripping Springs, Texas
Add a missing place
Add your business
Add a label
Your Maps history
Get app
Restaurants
Hotels
Things to do
Transit
Parking
Pharmacies
ATMs
985 IRON WILLOW LOOP
Iron Willow Lp
Layers
Images
Street View
Photo Path
Photo Sphere
Click highlighted areas to see images Learn more

DISCLAIMER:
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DATE:
FILE:



TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

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

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

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

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

Texas Department of Transportation
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(2-2)-18

FILE: tcp2-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
8-95 3-03	DIST	COUNTY		SHEET NO.
1-97 2-12				
4-98 2-18				

Hays County Transportation Department

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

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General Special Provisions:

1. Construction of this line will begin on or after 10/12/2026 .

Utility Company Information:

Name:
Address:
Phone:
Contact Name:

Engineer / Contractor Information:

Name: The Rios Group
Address: 1740 Universal City Blvd, ste 200 Universal City TX 78148
Phone: 2107402542
Contact Name: Matthew Garcia

Hays County Information:

Utility Permit Number: TRN-2026-11287-UTL
Type of Utility Service: Hydro Vac-ing utilities for Road Design Work
Project Description:
Road Name(s): CR 162 (Darden Hill), RM 1826, Sawyer Ranch Roundabout, FM 1826
Subdivision:
Commissioner Precinct:

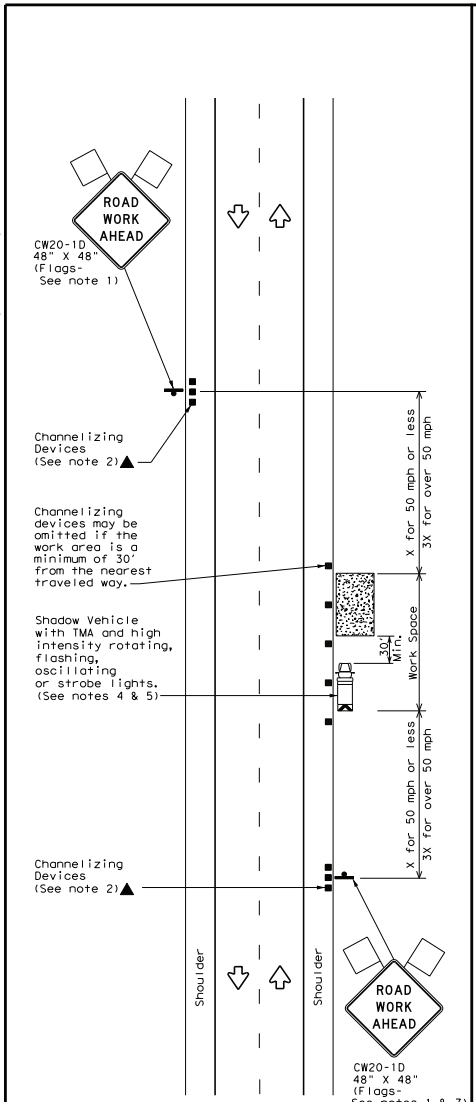
What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
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Signature Title Date

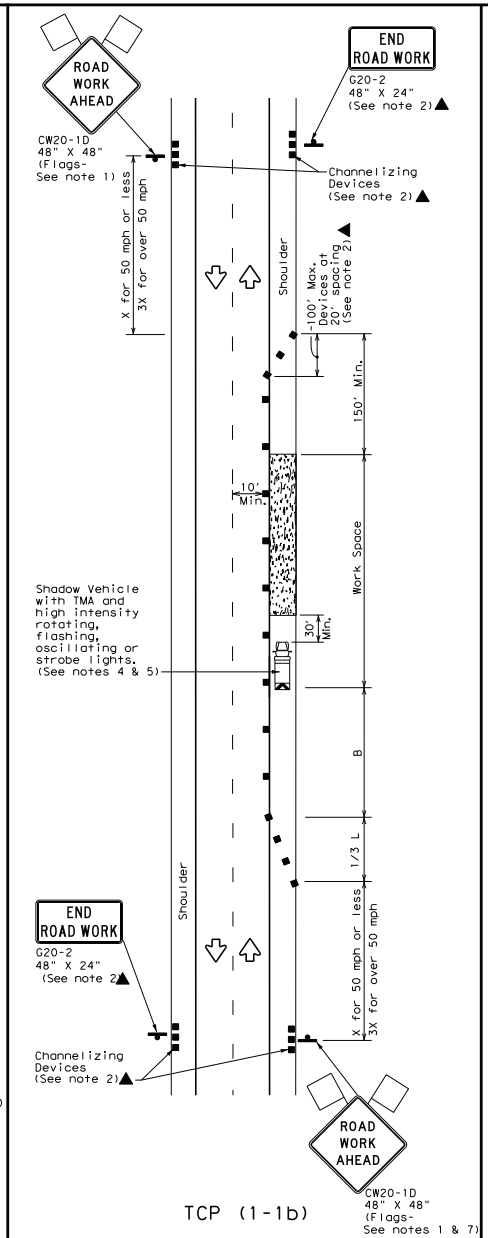
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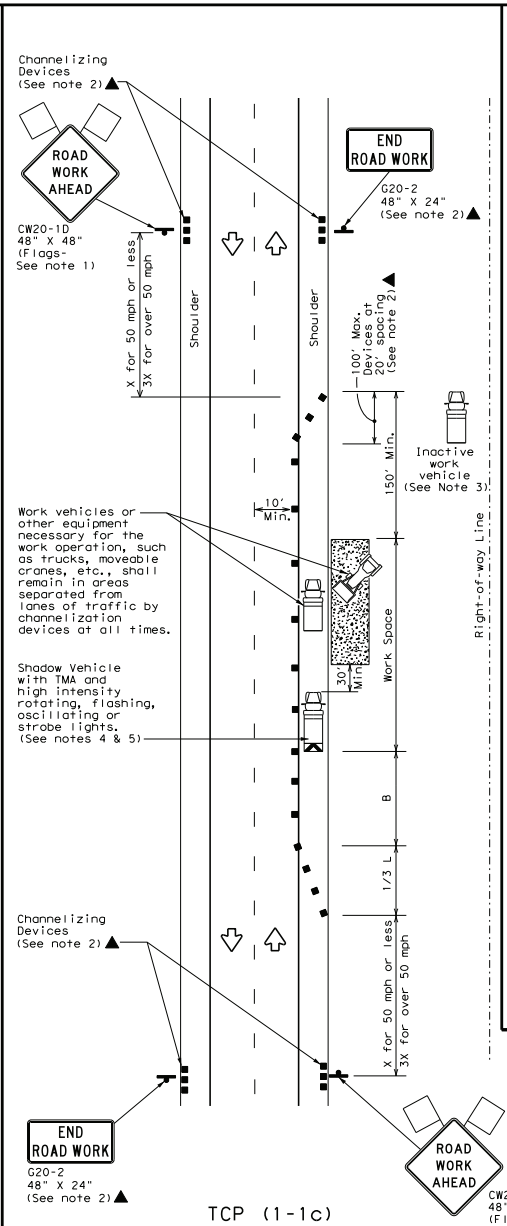
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
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	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
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	Flag		Flagger

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55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
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MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

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7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

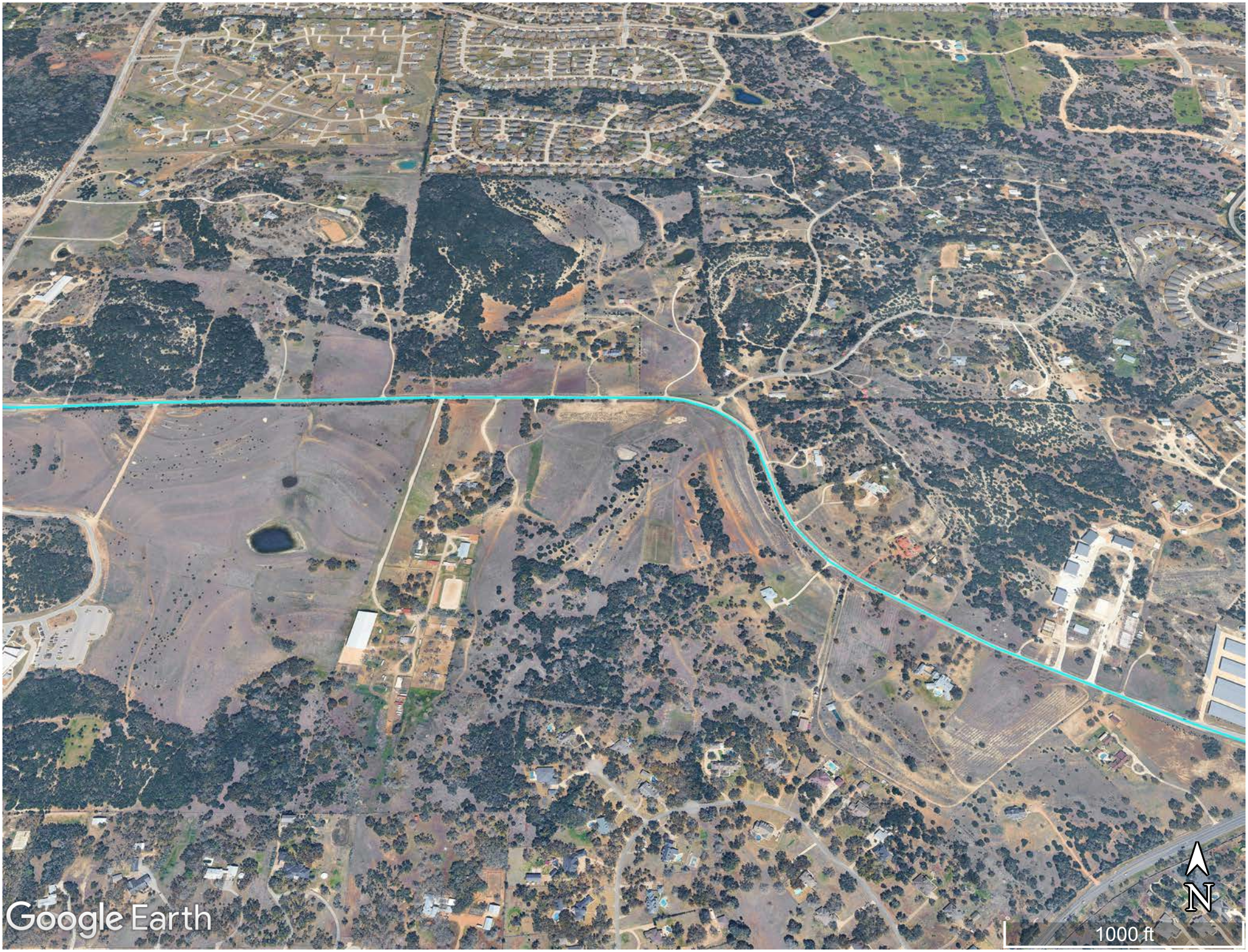
Traffic Operations Division Standard

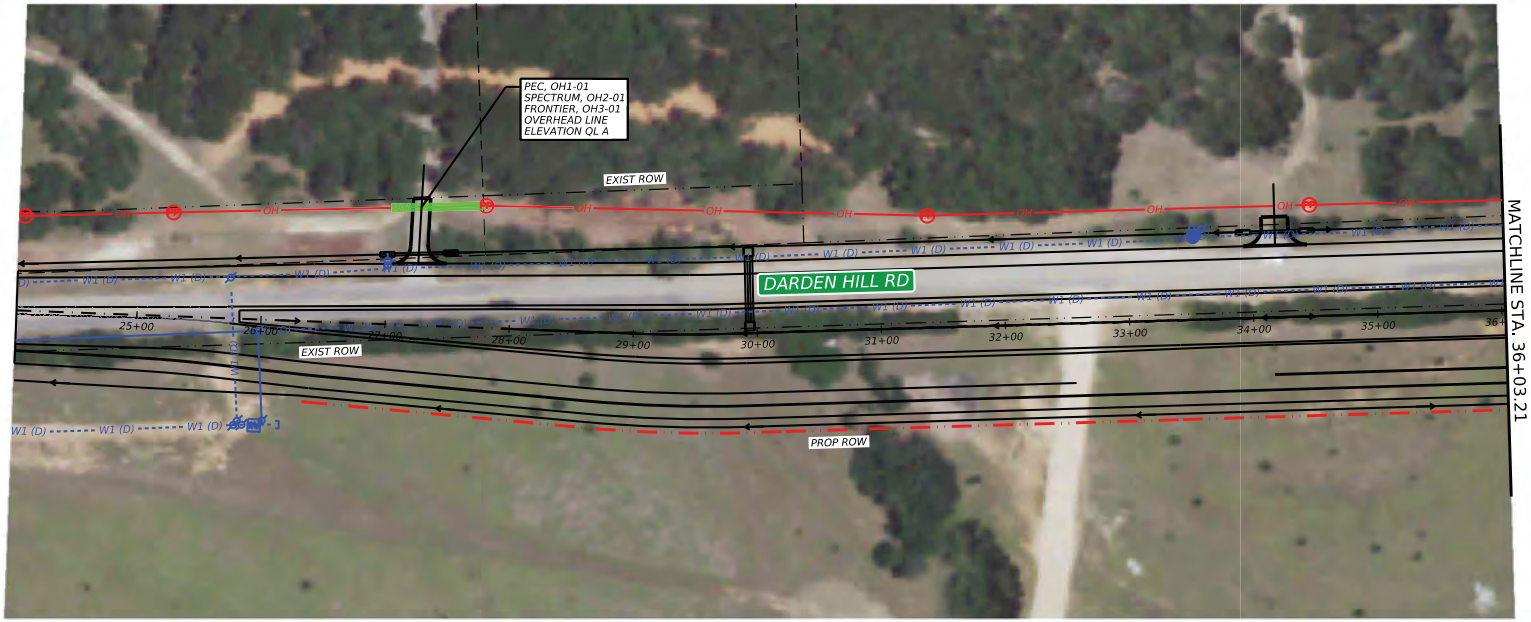
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

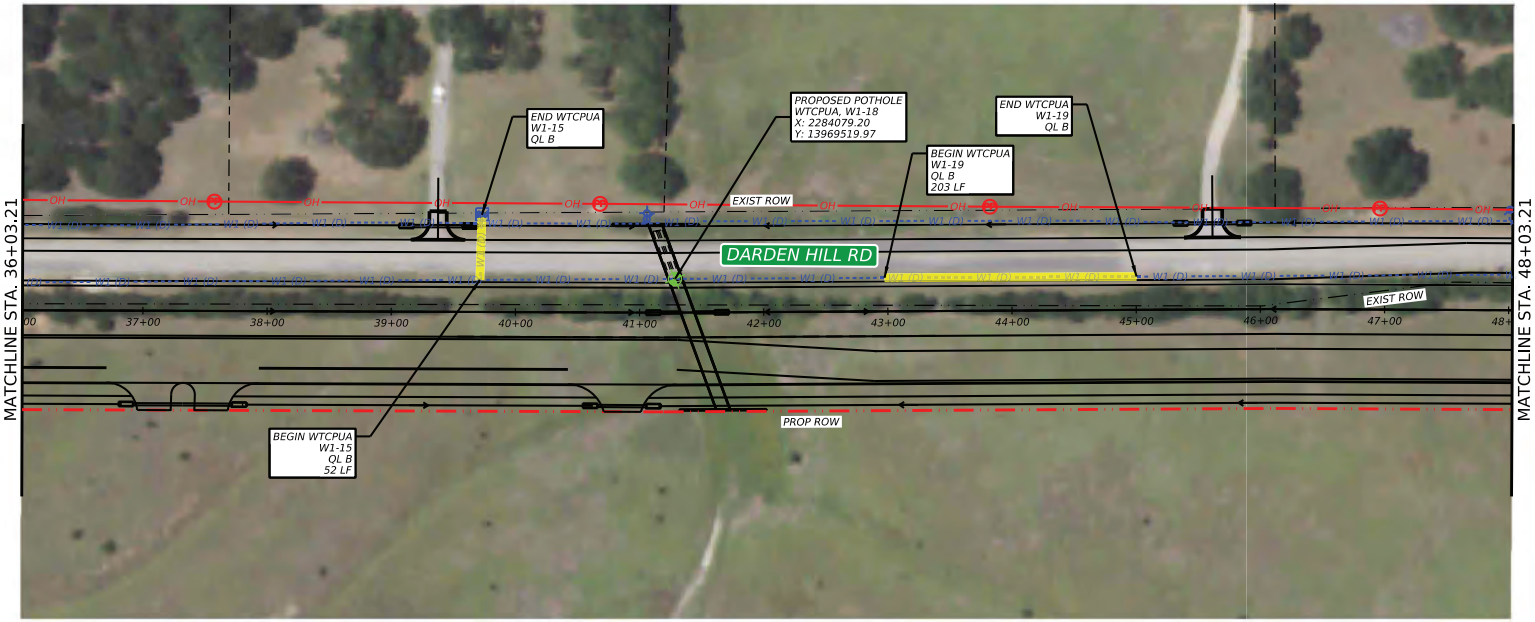
TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

151


Google Earth
N
1000 ft





0 25 50 100

LEGEND

- EXIST ROW
- PROP ROW
- EASEMENT
- PROP ROADWAY FEATURES
- PROP DITCH FLOW LINE
- PROP QL A
- PROP QL B
- PROP POTHOLE

TOTAL PROP QL B: 1901 LF
TOTAL # OF PROP POTHOLES: 6

NOTES:

1. PROP QL A ON OVERHEAD LINES TO CAPTURE LOW SAG MEASUREMENT ALONG OVERHEAD LINE

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
QUIDDITY ENGINEERING, LLC
JOHANNA TORRES, P.E.
TEXAS REGISTRATION NO. 130063

9/3/2026

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23280
910 S. Capital of Texas Hwy, Suite 300 • Austin, TX 78746 • (512) 243-5400

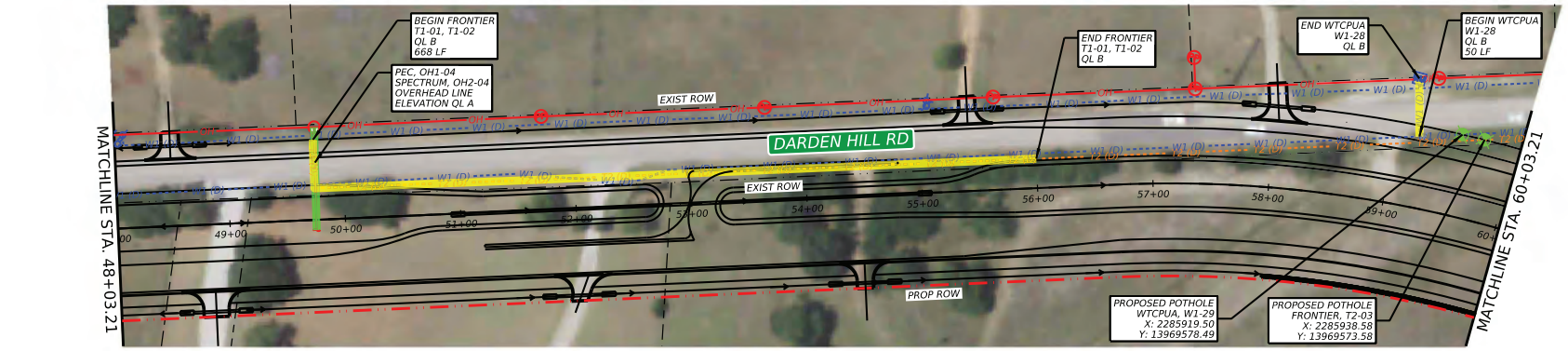
DARDEN HILL RD

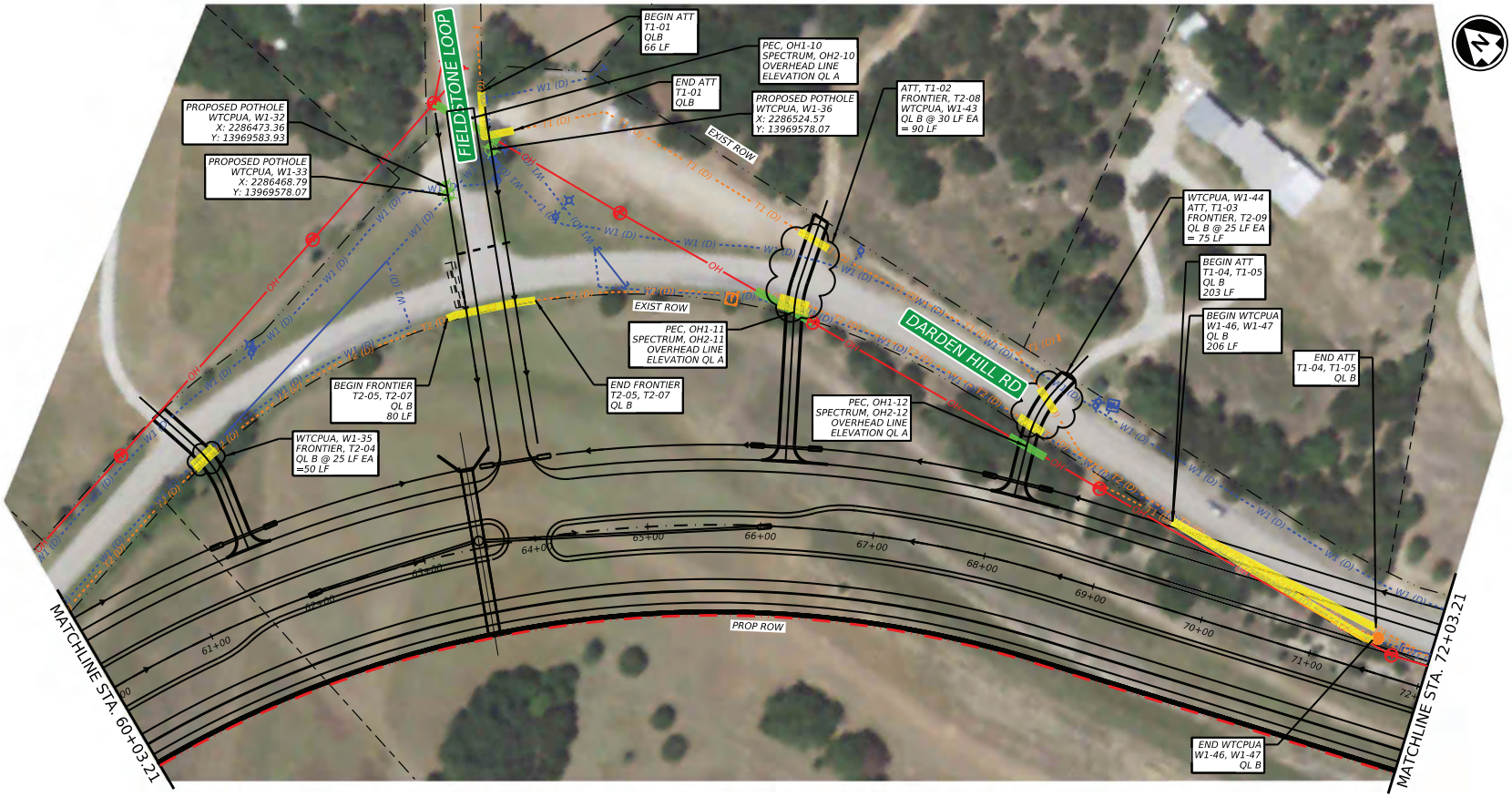
QL A AND B LOCATIONS AND PROPOSED POTHOLE PLAN

SHEET 1 OF 4

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

DATE: 9/3/2026 09:26:01 AM
FILE: pw://quiddity-pw.bentley.com:quiddity-pw-01/Documents/Projects/Municipal/06804-0013-01_Darden Hills - Utilities/Conflict Analysis and Exhibits/Exhibits/QL A-B AND POTHOLE Sheets/DH_S_QL A-B_01.dgn
USER: OpenRoadsDesigner
PLOTDRIVER: pdf-c.pltcfg
PENTABLE: DH_PEN_TABLE.tbl





0 25 50 100

LEGEND

- EXIST ROW
- PROP ROW
- EASEMENT
- PROP ROADWAY FEATURES
- PROP DITCH FLOW LINE
- PROP QL A
- PROP QL B
- PROP POTHOLE

TOTAL PROP QL B: 1901 LF
TOTAL # OF PROP POTHOLES: 6

NOTES:

1. PROP QL A ON OVERHEAD LINES TO CAPTURE LOW SAG MEASUREMENT ALONG OVERHEAD LINE

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JOHANNA TORRES, P.E.
TEXAS REGISTRATION NO. 130063

9/3/2026

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23190
912 S. Capital of Texas Hwy, Suite 300•Austin, TX 78746•(512) 541-5450

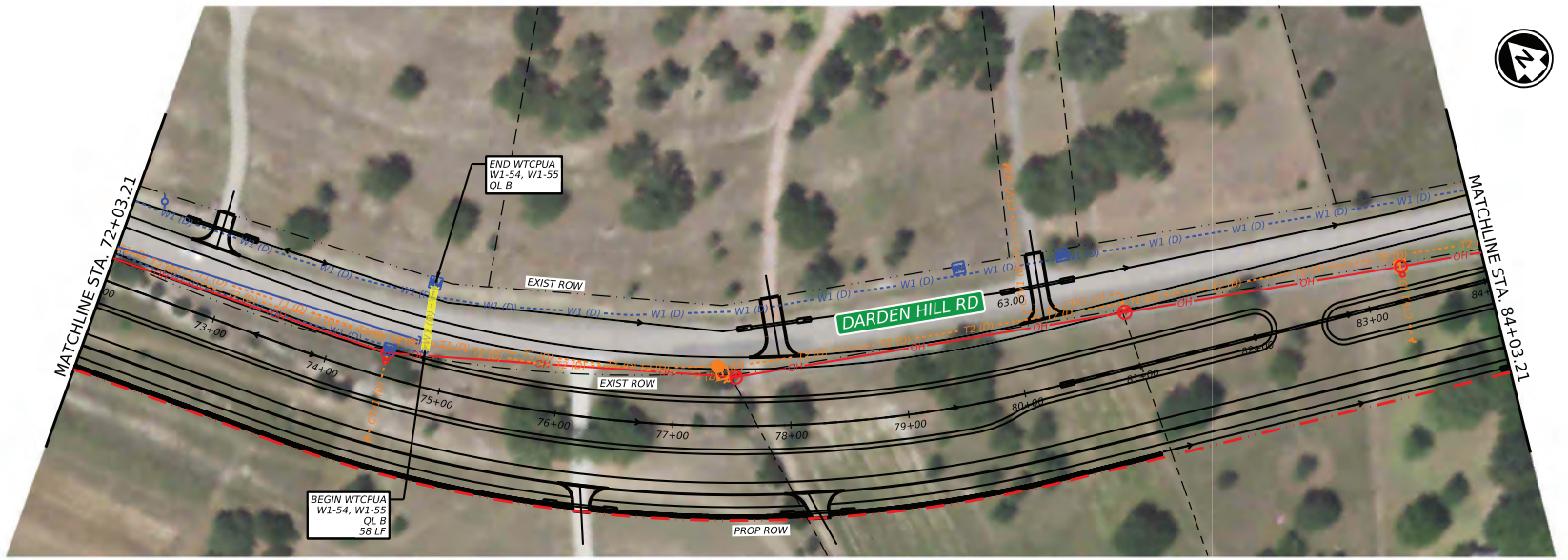
DARDEN HILL RD

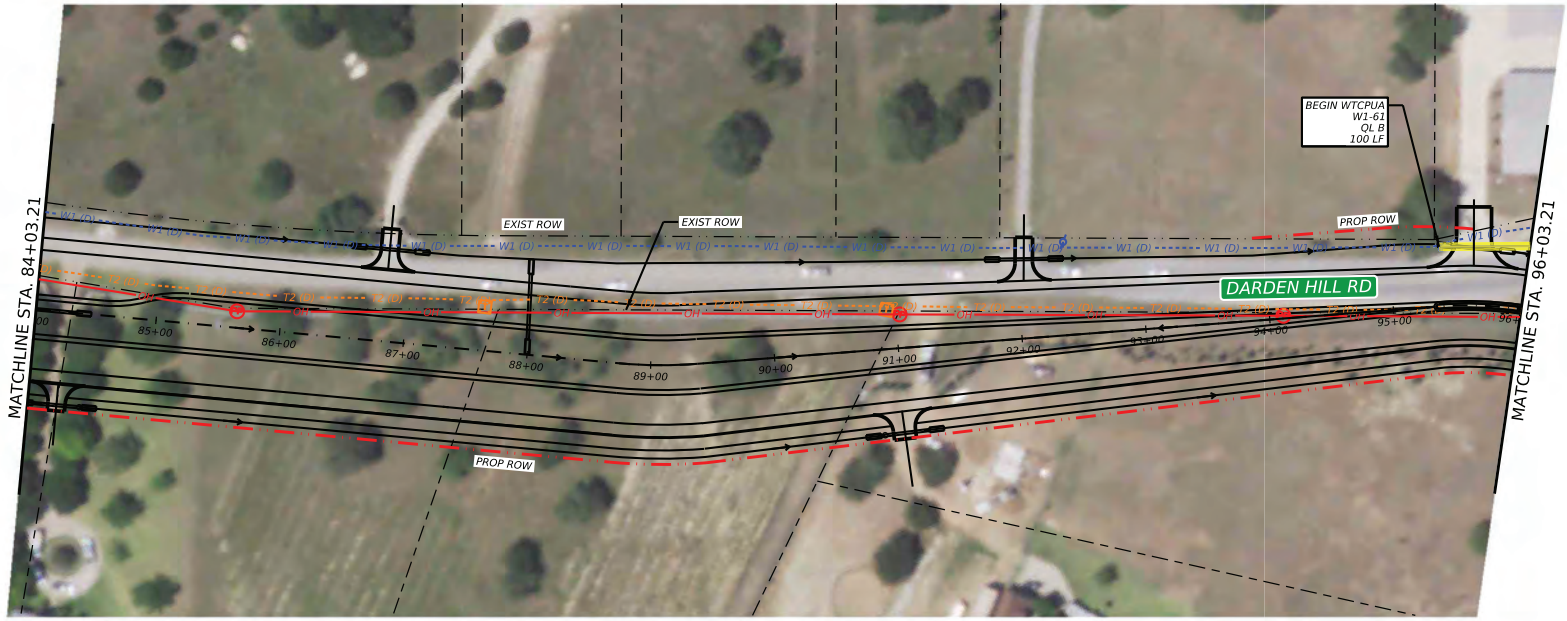
QL A AND B LOCATIONS AND PROPOSED POTHOLE PLAN

SHEET 2 OF 4

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

DATE: 9/3/2026 09:26:01 AM
FILE: pw://quiddity-pw.bentley.com:quiddity-pw-01/Documents/Projects/Municipal/06804-0013-01_Darden Hills - Utilities/Conflict Analysis and Exhibits/Exhibits/QL A-B AND POTHOLE Sheets/DH_S_QL A-B_02.dgn
USER: OpenRoadsDesigner
PLOTDRIVER: pdf-c_pltcfg
PENTABLE: DH_PEN_TABLE.tbl





0 25 50 100

LEGEND

- EXIST ROW
- PROP ROW
- EASEMENT
- PROP ROADWAY FEATURES
- PROP DITCH FLOW LINE
- PROP QL A
- PROP QL B
- PROP POTHOLE

TOTAL PROP QL B: 1901 LF
TOTAL # OF PROP POTHOLES: 6

NOTES:

1. PROP QL A ON OVERHEAD LINES TO CAPTURE LOW SAG MEASUREMENT ALONG OVERHEAD LINE

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
QUIDDITY ENGINEERING, LLC
JOHANNA TORRES, P.E.
TEXAS REGISTRATION NO. 130063

9/3/2026

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23190
912 S. Capital of Texas Hwy, Suite 300▪Austin, TX 78746▪(512) 243-5400

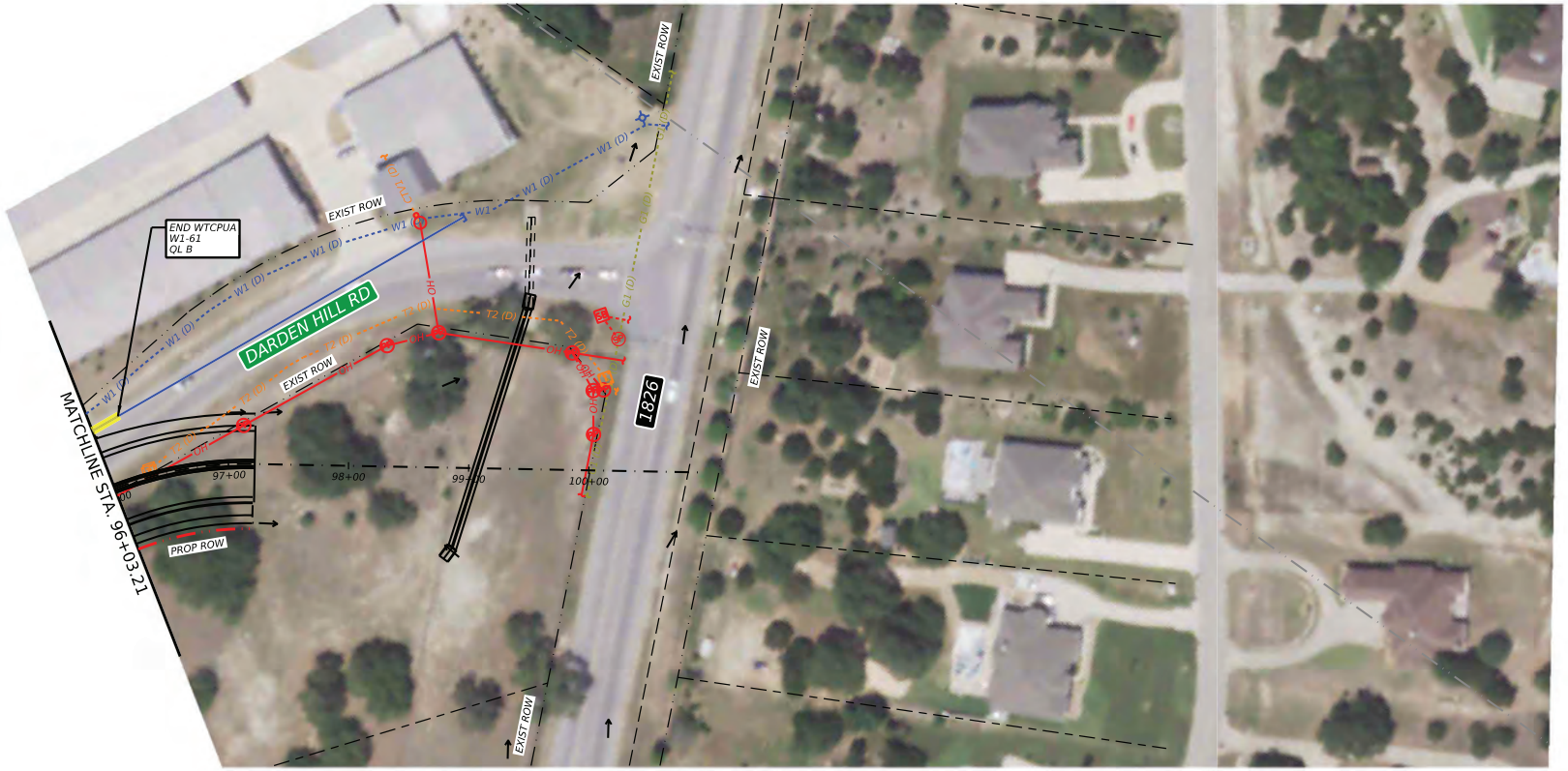
DARDEN HILL RD

QL A AND B LOCATIONS AND PROPOSED POTHOLE PLAN

SHEET 3 OF 4

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

DATE: 9/3/2026 09:26:01 AM
FILE: pw://quiddity-pw.bentley.com:quiddity-pw-01/Documents/Projects/Municipal/06804-0013-01_Darden Hill/5 - Utilities/Conflict Analysis and Exhibits/Exhibits/QL A-B AND POTHOLE Sheets/DH_5_QL A-B_03.dgn
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PENTABLE: DH_PEN_TABLE.tbl



0 25 50 100

LEGEND

- EXIST ROW
- PROP ROW
- EASEMENT
- PROP ROADWAY FEATURES
- PROP DITCH FLOW LINE
- PROP QL A
- PROP QL B
- PROP POTHOLE

TOTAL PROP QL B: 1901 LF
TOTAL # OF PROP POTHOLES: 6

NOTES:

1. PROP QL A ON OVERHEAD LINES TO CAPTURE LOW SAG MEASUREMENT ALONG OVERHEAD LINE

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RESPONSIBLE ENGINEER:
QUIDDITY ENGINEERING, LLC
JOHANNA TORRES, P.E.
TEXAS REGISTRATION NO. 130063

9/3/2026

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23190
912 S. Capital of Texas Hwy, Suite 300•Austin, TX 78746•(512) 243-5400

DARDEN HILL RD

QL A AND B LOCATIONS AND PROPOSED POTHOLE PLAN

SHEET 4 OF 4

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

DATE: 9/3/2026 09:26:01 AM
FILE: pw://quiddity-pw.bentley.com:quiddity-pw-01/Documents/Projects/Municipal/06804-0013-01_Darden Hill/5 - Utilities/Conflict Analysis and Exhibits/Exhibits/QL A-B AND POTHOLE Sheets/DH_5_QL A-B_04.dgn
USER: OpenRoadsDesigner
PLOTDRIVER: pdf-c.pltcfg
PENTABLE: DH_PEN_TABLE.tbl

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 10/27/2026

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

Sponsor: Commissioner Ingalsbe

Agenda Item

Ratify administrative approval of PLN-2993-NP - Waterstone, Unit F, Phase 1, Final Plat. **INGALSBE/BERLAD**

Summary

Waterstone, Unit F, Phase 1, Final Plat will consist of ninety-one (91) lots across 24.919 acres. The subject property is located off of County Road 158 and Drue Drive in Kyle and in Precinct 1. Water and Wastewater Utility will be provided by the City of Kyle.

Attachments

Agenda Info Packet

Hays County Commissioners Court Agenda Request

Agenda Information

Meeting Details

- October 27th, 2026
- Commissioner Debbie Ingalsbe, Precinct 1
- Colby Machacek, Development Services, Senior Planner
- Ratify administrative approval of PLN-2993-NP - Waterstone, Unit F, Phase 1, Final Plat.

Summary of Item

- **# of Lots:** 91
- **Acreage:** 24.919
- **Access to:** County Road 158 & Drue Drive
- **Water:** City of Kyle
- **Wastewater:** City of Kyle

Staff Comments

Staff have completed review pursuant to Texas Local Government Code 232 and the Hays County Development Regulations as set forth.
No variances requested.

Attachments

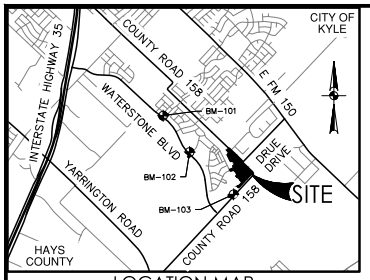
Plat

Location Map

Administrative Approval Letter

FINAL PLAT
OF
WATERSTONE UNIT F, PHASE 1

A 23.205 TRACT OF LAND BEING OUT OF A CALLED 303.50 ACRE TRACT (TRACT THREE), CONVEYED TO MILLROSE PROPERTIES TEXAS, LLC, RECORDED IN DOCUMENT NO. 24049771 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE WILLIAM HEMPHILL SURVEY NO. 4, ABSTRACT NO. 221 IN HAYS COUNTY, TEXAS.



LOCATION MAP
1" = 5000'

SCALE: 1"= 100'

MATCHLINE - SEE SHEET 2 OF 5

MATCHLINE - SEE SHEET 2 OF 5

WATERSTONE UNIT E, PHASE 1
DOC. NO. 26027122 (P.R.)

WATERSTONE UNIT F
PHASE 2

WATERSTONE UNIT 1B
DOC. NO. 26006381 (P.R.)

WILLIAM HEMPHILL SURVEY NO. 4
ABSTRACT NO. 221

GRID N: 13892902.6
GRID E: 2333479.1

GRID N: 13891966.0
GRID E: 2333899.1

GRID N: 13892778.6
GRID E: 2334712.2

P.O.B.
FD. ½" I.R.

N46°09'14"W 189.33'

N43°50'46"E ~ 200.37'

N66°47'23"E 201.97'

N26°38'04"W 123.58'

S66°47'23"W 201.97'

S28°52'03"E 180.92'

S46°10'03"E ~ 735.25'

N43°50'46"E ~ 186.36'

S43°03'44"W ~ 1125.07'

DRAINAGE EASEMENT
DOC. NO. 23014665 (O.P.R.)

PIPELINE AND RIGHT-OF-WAY EASEMENT
ALLIANCE REGIONAL WATER AUTHORITY
DOC. NO. 21066871 (O.P.R.)

AMENDED PIPELINE EASEMENT
CASE NO. 19-1030-C

60' WIDE UTILITY
CROSSING EASEMENT
DOC. NO. 19037216 (O.P.R.)

15' COUNTY LINE WATER SUPPLY
CORPORATION EASEMENT
VOL. 401, PG. 164 (D.R.)

20' DRAINAGE
EASEMENT HEREBY
DEDICATED
SEE DETAIL "B"
SHEET 4 OF 5

20' DRAINAGE
EASEMENT HEREBY
DEDICATED
SEE DETAIL "C"
SHEET 4 OF 5

EASEMENT AGREEMENT
FOR UTILITIES
DOC. NO. 19037215 (O.P.R.)

1.715 ACRE CR158 ROW
DEDICATION BY SEPARATE
INSTRUMENT

0.353 ACRE
ROW DEDICATION

0.283 ACRE
ROW DEDICATION

FEMA 1% ANNUAL CHANCE FLOODPLAIN
LOMR CASE NO. 24-06-1529P
EFFECTIVE 10/2/2025

TIE TO CITY OF SAN MARCOS
GPS MONUMENT 10
SEE DETAIL "E"
SHEET 4 OF 5

REMNANT PORTION OF A CALLED
303.50 ACRE TRACT
MILLROSE PROPERTIES TEXAS, LLC
DOC. NO. 24049771 (O.P.R.)

LOT 101
OPEN SPACE/ DE
BLOCK A

LOT 101
OPEN SPACE/ DE
BLOCK B

LOT 101
OPEN SPACE/ DE
BLOCK C

LOT 101
OPEN SPACE/ DE
BLOCK D

LOT 101
OPEN SPACE/ DE
BLOCK E

LOT 101
OPEN SPACE/ DE
BLOCK F

BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E

STERNWAY LANE (60' ROW)
SHOREBIRD WAY (54' ROW)
SEELONCE DRIVE (54' ROW)
ALAMITO AVENUE (60' ROW)

C.R 158
(VARIABLE WIDTH R.O.W.)

LEGEND

PR	PLAT RECORDS
DOC	DOCUMENT NUMBER
OPR	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT OF WAY
VOL	VOLUME
BL	BUILDING SETBACK
OS	OPEN SPACE
DE	DRAINAGE EASEMENT
PG	PAGE (S)
(SURVEYOR) ●	FOUND IRON ROD
○	SET 1/2" IRON ROD (PD)
FP	FEMA FLOODPLAIN
	PROPERTY LINE
	EASEMENT LINE
	BUILDING SETBACK LINE

STREET NAME	STREET CLASSIFICATION	STREET LENGTH	ROW WIDTH
STERNWAY LANE	MINOR COLLECTOR	827'	60'
SEELONCE DRIVE	URBANIZED LOCAL	1843'	54'
SHOREBIRD WAY	URBANIZED LOCAL	917'	54'

LOT SIZE	QUANTITY
LESS THAN 1 ACRE	88
1 ACRE - 2 ACRES	1
2 ACRES - 5 ACRES	2

OWNER/DEVELOPER:

MILLROSE PROPERTIES TEXAS, LLC
13620 N FM 620, BUILDING B, SUITE 150
AUSTIN, TEXAS

ACREAGE: 23.205 ACRES

RIGHT-OF-WAY DEDICATION LOTS:	0.636 ACRES
RIGHT-OF-WAY:	4.773 ACRES
RESIDENTIAL LOTS:	10.756 ACRES
OPEN SPACE/ DRAINAGE LOTS:	6.959 ACRES
ACCESS LOTS:	0.081 ACRES
TOTAL	23.205 ACRES

NUMBER OF BLOCKS: 6

SURVEY: WILLIAM HEMPHILL SURVEY NO. 4
ABSTRACT NO. 221

RIGHT-OF-WAY DEDICATION LOTS:	2
RESIDENTIAL LOTS:	84
OPEN SPACE/ DRAINAGE LOTS:	6
ACCESS LOTS:	1
TOTAL:	93

DATE: _____, 2026

ENGINEER & SURVEYOR:
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
10801 N. MOPAC EXPY. BLDG. 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

BEARINGS ARE BASED ON THE ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA 2011), EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

COMBINED SCALE FACTOR:
0.999870016897803

BENCHMARKS:
BENCHMARK ELEVATIONS ARE BASED ON NAVD88, GEOID 18

BENCHMARK No. 101
SET MAG NAIL ON CONCRETE INLET
GRID N: 13895971.68'
GRID E: 2329664.31'
ELEV: 686.17'

BENCHMARK No. 102
SET MAG NAIL ON CONCRETE INLET
GRID N: 13893903.58'
GRID E: 2331160.67'
ELEV: 670.02'

BENCHMARK No. 103
SET MAG NAIL ON CONCRETE GUARDRAIL
GRID N: 13891503.20'
GRID E: 2333666.33'
ELEV: 651.89'

PAPE-DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

Date: Dec 11, 2025, 3:52pm User ID: Phillip Isaac
File: H:\Survey\CAD\51509-00\Final\WaterstoneFinals\Unit_F_VP\51509-00_UnitF_Phase1_FP.dwg

FINAL PLAT
OF
WATERSTONE UNIT F, PHASE 1

A 23.205 TRACT OF LAND BEING OUT OF A CALLED 303.50 ACRE TRACT (TRACT THREE), CONVEYED TO MILLROSE PROPERTIES TEXAS, LLC, RECORDED IN DOCUMENT NO. 24049771 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE WILLIAM HEMPHILL SURVEY NO. 4, ABSTRACT NO. 221 IN HAYS COUNTY, TEXAS.

FIELD NOTES
FOR

A 23.205 TRACT OF LAND BEING OUT OF THE REMNANT PORTION OF A CALLED 303.50 ACRE TRACT (TRACT THREE), CONVEYED TO MILLROSE PROPERTIES TEXAS, LLC, RECORDED IN DOCUMENT NO. 24049771 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE WILLIAM HEMPHILL SURVEY NO. 4, ABSTRACT NO. 221 IN HAYS COUNTY, TEXAS. SAID 23.205 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE:

BEGINNING at a ½" iron rod found on the southwest right-of-way line of County Road 158, a variable width right-of-way, same being the northeast boundary line of said 303.50 acre tract for an angle point and POINT OF BEGINNING hereof;

THENCE, with the southwest right-of-way line of said County Road 158, same being the northeast boundary line of said 303.50 acre tract the following two (2) courses and distances:

1. S 28°52'03" E, a distance of 180.92 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
2. S 46°10'03" E, a distance of 735.25 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature for the southeast corner hereof,

THENCE, departing the southwest right-of-way line of County Road 158, though the interior of said 303.50 acre tract, the following two (2) courses and distances:

1. along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 89°00'52", a chord bearing and distance of S 01°39'53" E, 42.06 feet, an arc length of 46.61 feet to a calculated point of non-tangency hereof, and
2. S 43°03'44" W, a distance of 1125.07 feet to an iron rod found on the east boundary line of Waterstone Unit 1B, a subdivision according to the plat recorded in Document No. 26006381 of the Official Public Records of Hays County, Texas, same being the west boundary line of said 303.50 acre tract for the southwest corner hereof;

THENCE N 42°02'16" W, with the east boundary line of said Waterstone Unit 1B, same being the west boundary line of said 303.50 acre tract, a distance of 69.13 feet to an iron rod found for an angle point hereof,

THENCE, departing the east boundary line of said Waterstone Unit 1B, through the interior of said 303.50 acre tract, the following twenty (20) courses and distances:

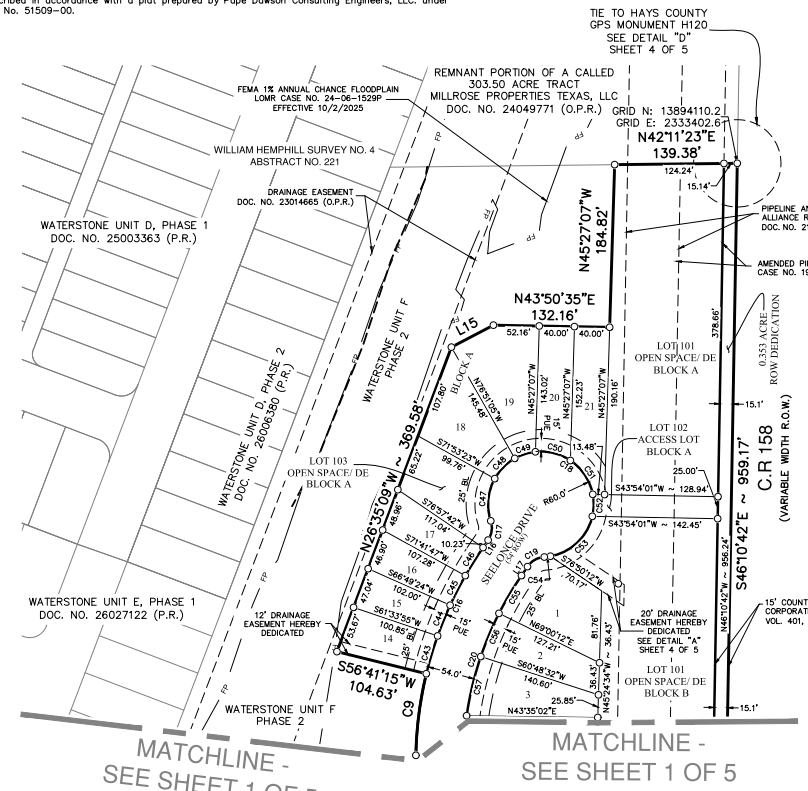
1. N 75°05'50" E, a distance of 94.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. N 43°50'46" E, a distance of 186.36 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. N 24°21'23" E, a distance of 53.04 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. N 43°50'46" E, a distance of 68.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. N 46°09'14" W, a distance of 105.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
6. along a curve to the left, having a radius of 15.00 feet, a central angle of 90°30'05", a chord bearing and distance of S 88°35'43" W, 21.31 feet, and an arc length of 23.69 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
7. N 45°52'31" W, a distance of 54.01 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
8. along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 89°29'55", a chord bearing and distance of N 01°24'17" W, 21.12 feet, and an arc length of 23.43 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
9. N 46°09'14" W, a distance of 198.19 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
10. along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 46°26'22", a chord bearing and distance of N 69°02'28" W, 19.71, and an arc length of 20.26 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
11. along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 181°42'34", a chord bearing and distance of N 01°24'17" W, 99.99 feet, and an arc length of 158.57 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of reverse curvature hereof,
12. along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 46°06'26", a chord bearing and distance of N 66°23'51" E, 19.58 feet, an arc length of 20.12 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof,
13. N 43°20'41" E, a distance of 33.45 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
14. N 46°39'19" W, a distance of 125.32 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
15. N 49°27'27" E, a distance of 50.29 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
16. N 39°06'17" W, a distance of 126.68 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
17. S 63°40'07" W, a distance of 56.31 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
18. N 23°58'51" W, a distance of 119.52 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
19. along the arc of a curve to the right having a radius of 730.00 feet, a central angle of 00°46'15", a chord bearing and distance of S 66°24'16" W, 9.82 feet, an arc length of 9.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangency hereof, and
20. S 66°47'23" W, a distance of 201.97 feet to to an iron rod found on the southeast corner of Waterstone Unit E, a subdivision according to the plat recorded in Document No. 26027122 of the Official Public Records of Hays County, Texas, same being an interior corner of said 303.50 acre tract for an angle point hereof,

THENCE N 23°12'37" W, with the east boundary line of said Waterstone Unit E, same being the west boundary line of said 303.50 acre tract, a distance of 60.00 feet to an iron rod found for an angle point hereof,

THENCE, departing the east boundary line of said Waterstone Unit E, through the interior of said 303.50 acre tract, the following twelve (12) courses and distances:

1. N 66°47'23" E, a distance of 201.97 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
2. along a curve to the left, having a radius of 670.00 feet, a central angle of 03°25'48", a chord bearing and distance of N 65°04'29" E, 40.10 feet, and an arc length of 40.11 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof,
3. N 26°38'04" W, a distance of 123.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. N 43°50'46" E, a distance of 200.37 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
5. N 46°09'14" W, a distance of 189.33 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangent curvature hereof,
6. along a curve to the right, having a radius of 427.00 feet, a central angle of 12°34'23", a chord bearing and distance of N 39°52'03" W, 93.51 feet, and an arc length of 93.70 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of tangency hereof;
7. S 56°41'15" W, a distance of 104.63 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
8. N 26°35'09" W, a distance of 369.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
9. N 15°07'50" E, a distance of 53.86 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
10. N 43°50'35" E, a distance of 132.16 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
11. N 45°27'07" W, a distance of 184.82 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest corner hereof, and
12. N 42°11'23" E, a distance of 139.38 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the southwest right-of-way line of said County Road 158, same being the northeast boundary line of said 303.50 acre tract for the northeast corner hereof;

THENCE S 46°10'42" E, with the southwest right-of-way line of said County Road 158, same being the northeast boundary line of said 303.50 acre tract, a distance of 959.17 feet to the POINT OF BEGINNING and containing 23.205 acres of land in Hays County, Texas. Said tract being described in accordance with a plat prepared by Pape Dawson Consulting Engineers, LLC. under Job No. 51509-00.



0' 100' 200' 300'

SCALE: 1"= 100'

LEGEND

PR	PLAT RECORDS
DOC	DOCUMENT NUMBER
OPR	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT OF WAY
VOL	VOLUME
BL	BUILDING SETBACK
OS	OPEN SPACE
DE	DRAINAGE EASEMENT
PG	PAGE (S)
(SURVEYOR) ●	FOUND IRON ROD
○	SET 1/2" IRON ROD (PD)
FP	FEMA FLOODPLAIN
	PROPERTY LINE
	EASEMENT LINE
	BUILDING SETBACK LINE

PEDERNALES ELECTRIC COOPERATIVE PLAT NOTES

1. DIMENSIONS AND LOCATIONS OF UTILITY EASEMENT:
   a. *FOR LOTS 0.5 ACRE OR LESS: PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A FIVE FOOT (5') WIDE UTILITY EASEMENT ALONG ALL OTHER INTERIOR, SIDE, AND REAR LOT LINES.
   b. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.
   c. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.
   d. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
2. CONDITIONS OF UTILITY EASEMENT:
   a. THE UTILITY EASEMENT INCLUDES THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT LANDS WITHIN THE SUBDIVISION TO OR FROM THE UTILITY EASEMENT. THE PURPOSE OF THE UTILITY EASEMENT WITH RESPECT TO ELECTRIC FACILITIES AND RELATED TELECOMMUNICATIONS OR FIBER OPTIC SYSTEMS IS TO PLACE, CONSTRUCT, RE-CONSTRUCT, ALTER, INSPECT, PATROL, OPERATE, UPGRADE, REPAIR, REPHASE, HANG NEW WIRE ON, MAINTAIN, RELOCATE, REPLACE, AND REMOVE OVER, IN, BELOW, ABOVE, ACROSS AND UPON THE EASEMENT AREA A DISTRIBUTION LINE OR SYSTEM, TELECOMMUNICATIONS SYSTEM AND EQUIPMENT, OR OTHER SERVICES AND SYSTEMS, AND RELATED APPURTENANCES AND EQUIPMENT, AND TO CUT, PRUNE, TRIM, CHEMICALLY TREAT AND/OR REMOVE FROM SAID LANDS ALL TREES, BRUSH, SHRUBBERY AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WITHIN OR OUTSIDE THE EASEMENT AREA WHICH MAY ENDANGER, OR INTERFERE WITH THE ACCESS, EFFICIENCY, AND SAFETY OF SAID LINES OR THEIR APPURTENANCES.
   b. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
   c. 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 GRANTOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.
   d. WITH RESPECT TO THE UTILITY EASEMENT, THE RIGHT OF PEDESTRIAN, VEHICULAR, AND EQUIPMENT INGRESS AND EGRESS OVER THE UTILITY EASEMENT IS PERMITTED AND THE UTILITY MAY MAKE USE OF THE UTILITY EASEMENT FOR ITS PURPOSES, INCLUDING THE TEMPORARY PLACEMENT OF AND STORAGE OF VEHICLES AND EQUIPMENT.

PAPE-DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

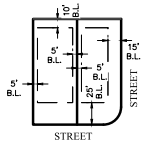
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FINAL PLAT
OF
WATERSTONE UNIT F, PHASE 1

A 23.205 TRACT OF LAND BEING OUT OF A CALLED 303.50 ACRE TRACT (TRACT THREE), CONVEYED TO MILLROSE PROPERTIES TEXAS, LLC, RECORDED IN DOCUMENT NO. 24049771 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE WILLIAM HEMPHILL SURVEY NO. 4, ABSTRACT NO. 221 IN HAYS COUNTY, TEXAS.

NOTES:

1. THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
2. THIS TRACT OF LAND IS ENTIRELY WITHIN HAYS COUNTY.
3. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY OF KYLE SPECIFICATIONS.
4. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN 'MILLROSE PROPERTIES TEXAS, LLC' OR ITS SUCCESSORS OR ASSIGNS.
5. 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.
6. 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.
7. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, AND THE APPROVED WATERSTONE DEVELOPMENT AGREEMENT
8. THIS PROJECT IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, EMERGENCY SERVICE DISTRICT #5 AND #9 AND PLUM CREEK GROUNDWATER CONSERVATION DISTRICT.
9. THE ROADWAYS AND RIGHT-OF-WAY WILL DE DEDICATED TO HAYS COUNTY.
10. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND THE APPROVED WATERSTONE DEVELOPMENT AGREEMENT AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
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. THIS SUBDIVISION LIES WITHIN ZONE AE AND ZONE X AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 48209C0405F, EFF. 9/2/2005, AMENDED BY LOMR 24-06-1529P EFF. 10/2/2025.
13. UTILITY PROVIDERS:
    WATER: CITY OF KYLE
    WASTEWATER: CITY OF KYLE
    ELECTRIC: PEDERNALES
14. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE EXECUTED WATERSTONE DEVELOPMENT AGREEMENT AS SHOWN ON THE TYPICAL BUILDING SETBACKS DETAIL BELOW.



15. ½" IRON ROD W/ YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
16. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS COORDINATES SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00.
17. THE FOLLOWING LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION: BLOCK A, LOTS 101-103, BLOCK B, LOT 101, BLOCK C, LOT 101, BLOCK D, LOT 101, AND BLOCK F, LOT 101.
18. A 15' WIDE PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
19. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
20. SIDEWALKS CONSTRUCTED IN THIS SUBDIVISION SHALL BE MAINTAINED BY LA SALLE MUD #2 OR THE HOMEOWNER'S ASSOCIATION.
21. OPEN SPACE/ DRAINAGE LOTS WILL BE MAINTAINED BY LA SALLE MUD #2.
22. PROPOSED ROADWAYS ARE TO BE PUBLIC.
23. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
24. ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE OF AN APPROVED TXDOT OR FHWA APPROVED DESIGN.

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	30.00'	089°00'52"	S01°39'53"E	42.06'	46.61'
C2	15.00'	090°30'05"	S88°35'43"W	21.31'	23.69'
C3	15.00'	089°29'55"	N01°24'17"W	21.12'	23.43'
C4	25.00'	046°26'22"	N69°02'28"W	19.71'	20.26'
C5	50.00'	181°42'34"	N01°24'17"W	99.99'	158.57'
C6	25.00'	046°06'26"	N66°23'51"E	19.58'	20.12'
C7	730.00'	000°46'15"	S66°24'16"W	9.82'	9.82'
C8	670.00'	003°25'48"	N65°04'29"E	40.10'	40.11'
C9	427.00'	012°34'23"	N39°52'03"W	93.51'	93.70'
C10	25.00'	082°04'44"	N05°06'52"W	32.83'	35.81'
C11	15.00'	089°29'55"	N01°24'17"W	21.12'	23.43'
C12	20.00'	089°50'12"	S88°55'40"W	28.24'	31.36'
C13	730.00'	022°46'49"	S55°23'59"W	288.33'	290.24'
C14	670.00'	022°45'18"	N55°24'44"E	264.35'	266.09'
C15	20.00'	090°11'19"	N01°03'35"W	28.33'	31.48'
C16	427.00'	033°28'59"	N29°24'44"W	246.00'	249.53'
C17	25.00'	052°16'58"	N39°18'17"W	22.03'	22.81'
C18	60.00'	284°33'56"	N76°50'12"E	73.41'	298.00'
C19	25.00'	052°16'58"	S12°58'41"W	22.03'	22.81'
C20	373.00'	033°35'29"	S29°21'30"E	215.56'	218.68'
C21	20.00'	091°39'19"	N88°01'06"E	28.69'	31.99'
C22	20.00'	088°20'41"	S01°58'54"E	27.87'	30.84'
C23	25.00'	046°06'20"	S69°12'24"E	19.58'	20.12'
C24	50.00'	181°42'34"	S01°24'17"E	99.99'	158.57'
C25	25.00'	046°06'20"	S66°23'51"W	19.58'	20.12'
C26	15.00'	089°29'55"	S01°24'17"E	21.12'	23.43'
C27	25.00'	082°57'57"	S87°38'12"E	33.12'	36.20'
C28	15.00'	090°30'05"	S88°35'43"W	21.31'	23.69'
C29	23.00'	089°29'55"	N01°24'17"W	32.38'	35.93'
C30	15.00'	090°30'05"	N88°35'43"E	21.31'	23.69'
C31	23.00'	089°29'55"	S01°24'17"E	32.38'	35.93'
C32	670.00'	004°05'34"	N61°18'49"E	47.85'	47.86'
C33	670.00'	004°02'05"	N57°14'59"E	47.17'	47.18'
C34	670.00'	004°03'45"	N53°12'05"E	47.50'	47.51'
C35	670.00'	004°10'15"	N49°05'05"E	48.76'	48.77'
C36	670.00'	002°57'52"	N45°31'01"E	34.66'	34.67'
C37	560.00'	005°03'53"	N44°33'03"E	49.49'	49.50'
C38	560.00'	004°05'12"	N49°07'36"E	39.93'	39.94'
C39	560.00'	004°03'45"	N53°12'05"E	39.70'	39.71'
C40	560.00'	004°02'05"	N57°14'59"E	39.43'	39.43'
C41	560.00'	004°05'30"	N61°18'47"E	39.98'	39.99'
C42	560.00'	021°20'25"	N52°41'19"E	207.37'	208.58'
C43	427.00'	006°00'39"	N30°34'32"W	44.78'	44.80'
C44	427.00'	005°03'52"	N25°02'16"W	37.73'	37.74'
C45	427.00'	005°04'07"	N19°58'17"W	37.76'	37.77'
C46	427.00'	004°45'59"	N15°03'14"W	35.51'	35.52'
C47	60.00'	047°20'10"	N41°46'42"W	48.17'	49.57'
C48	60.00'	031°15'31"	N02°28'51"W	32.33'	32.73'
C49	60.00'	023°45'01"	N25°01'25"E	24.69'	24.87'
C50	60.00'	039°53'44"	N56°50'47"E	40.94'	41.78'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C51	60.00'	045°04'53"	S80°39'54"E	46.00'	47.21'
C52	60.00'	024°02'58"	S46°05'59"E	25.00'	25.18'
C53	60.00'	066°24'45"	S00°52'07"E	65.72'	69.55'
C54	60.00'	006°46'54"	S35°43'42"W	7.10'	7.10'
C55	373.00'	007°39'58"	S16°23'44"E	49.87'	49.91'
C56	373.00'	008°11'39"	S24°19'33"E	53.30'	53.35'
C57	373.00'	010°38'24"	S33°44'35"E	69.17'	69.27'
C58	373.00'	006°09'52"	S42°08'43"E	40.11'	40.13'
C59	373.00'	000°55'35"	S45°41'26"E	6.03'	6.03'
C60	25.00'	009°52'41"	S51°05'34"E	4.30'	4.31'
C61	25.00'	036°13'39"	S74°08'44"E	15.55'	15.81'
C62	50.00'	034°44'12"	S74°53'28"E	29.85'	30.31'
C63	50.00'	045°28'17"	S34°47'13"E	38.65'	39.68'
C64	50.00'	033°35'18"	S04°44'34"W	28.89'	29.31'
C65	50.00'	035°01'01"	S39°02'43"W	30.08'	30.56'
C66	50.00'	032°53'47"	S73°00'07"W	28.31'	28.71'
C67	25.00'	040°05'15"	S69°24'23"W	17.14'	17.49'
C68	25.00'	006°01'05"	S46°21'13"W	2.62'	2.63'
C69	30.00'	028°42'45"	S28°29'11"W	14.88'	15.03'
C70	30.00'	060°18'07"	S16°01'16"E	30.14'	31.57'
C71	730.00'	003°47'34"	S64°07'22"W	48.31'	48.32'
C72	730.00'	003°47'32"	S60°19'49"W	48.31'	48.32'
C73	730.00'	003°47'47"	S56°32'09"W	48.36'	48.37'
C74	730.00'	003°47'40"	S52°44'25"W	48.34'	48.34'
C75	730.00'	003°47'39"	S48°56'46"W	48.33'	48.34'
C76	730.00'	003°02'21"	S45°31'45"W	38.72'	38.72'
C77	60.00'	023°01'18"	N20°45'06"E	24.10'	24.27'
C78	50.00'	031°00'15"	S42°01'14"E	26.73'	27.06'
C79	50.00'	024°21'51"	S09°21'17"W	21.10'	21.26'
C80	50.00'	023°41'28"	N14°40'22"W	20.53'	20.67'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N42°02'16"W	69.13'
L2	N75°05'50"E	94.82'
L3	N24°21'23"E	53.04'
L4	N43°50'46"E	68.00'
L5	N46°09'14"W	105.58'
L6	N45°52'31"W	54.01'
L7	N46°09'14"W	198.19'
L8	N43°20'41"E	33.45'
L9	N46°39'19"W	125.32'
L10	N49°27'27"E	50.29'
L11	N39°06'17"W	126.68'
L12	S63°40'07"W	56.31'
L13	N23°58'51"W	119.52'
L14	N23°12'37"W	60.00'
L15	N15°07'50"E	53.86'
L16	N13°14'09"W	12.49'
L17	S13°15'34"E	12.25'
L18	S39°02'33"E	40.33'
L19	S46°09'14"E	40.00'
L20	S55°44'10"E	40.54'
L21	S18°29'32"E	106.41'

LINE TABLE		
LINE #	BEARING	LENGTH
L22	S43°20'41"W	22.56'
L23	N43°20'41"E	40.00'
L24	N55°40'00"E	40.94'
L25	N49°54'32"E	40.26'
L26	N28°52'03"W	56.65'
L27	S43°18'21"W	51.05'
L28	N44°46'39"E	56.44'
L29	N55°33'13"E	56.09'
L30	N60°15'54"E	56.22'
L31	N28°52'03"W	60.84'
L32	N76°50'12"E	74.11'
L33	S46°09'25"E	23.85'
L34	S76°50'12"W	100.54'
L35	N43°50'46"E	140.70'
L36	S45°53'58"E	20.00'
L37	S43°50'46"W	140.62'
L38	N46°09'14"W	20.00'
L39	N88°20'41"E	139.43'
L40	S01°39'19"E	20.00'
L41	S88°20'41"W	134.80'

BLOCK A			
LOT #	AREA (SQ. FT.)	AREA (ACRES)	LOT TYPE
1	4,832	0.11	SINGLE FAMILY
2	4,764	0.11	SINGLE FAMILY
3	4,797	0.11	SINGLE FAMILY
4	4,879	0.11	SINGLE FAMILY
5	5,649	0.13	SINGLE FAMILY
6	7,201	0.17	SINGLE FAMILY
14	5,027	0.12	SINGLE FAMILY
15	4,283	0.10	SINGLE FAMILY
16	4,402	0.10	SINGLE FAMILY
17	4,798	0.11	SINGLE FAMILY
18	7,535	0.17	SINGLE FAMILY
19	9,496	0.22	SINGLE FAMILY
20	5,806	0.13	SINGLE FAMILY
21	6,961	0.16	SINGLE FAMILY
101	47,685	1.09	OPEN SPACE/ DE
102	3,539	0.08	ACCESS LOT
103	7,509	0.17	OPEN SPACE/ DE

BLOCK B			
LOT #	AREA (SQ. FT.)	AREA (ACRES)	LOT TYPE
1	8,383	0.19	SINGLE FAMILY
2	5,877	0.13	SINGLE FAMILY
3	6,847	0.16	SINGLE FAMILY
4	6,021	0.14	SINGLE FAMILY
5	5,975	0.14	SINGLE FAMILY
6	5,819	0.13	SINGLE FAMILY
7	5,662	0.13	SINGLE FAMILY
8	5,505	0.13	SINGLE FAMILY
9	5,349	0.12	SINGLE FAMILY
10	5,192	0.12	SINGLE FAMILY
11	5,035	0.12	SINGLE FAMILY
12	5,222	0.12	SINGLE FAMILY
101	91,428	2.10	OPEN SPACE/ DE

BLOCK C			
LOT #	AREA (SQ. FT.)	AREA (ACRES)	LOT TYPE
1	5,052	0.12	SINGLE FAMILY
2	4,800	0.11	SINGLE FAMILY
3	4,800	0.11	SINGLE FAMILY
4	4,800	0.11	SINGLE FAMILY
5	4,800	0.11	SINGLE FAMILY
6	4,800	0.11	SINGLE FAMILY
7	4,700	0.11	SINGLE FAMILY
8	4,604	0.11	SINGLE FAMILY
9	4,611	0.11	SINGLE FAMILY
10	5,466	0.13	SINGLE FAMILY
11	4,927	0.11	SINGLE FAMILY
12	4,605	0.11	SINGLE FAMILY
13	4,601	0.11	SINGLE FAMILY
14	4,735	0.11	SINGLE FAMILY
15	4,397	0.10	SINGLE FAMILY
16	7,734	0.18	SINGLE FAMILY
17	7,988	0.18	SINGLE FAMILY
18	4,891	0.11	SINGLE FAMILY
19	5,159	0.12	SINGLE FAMILY
20	4,892	0.11	SINGLE FAMILY
21	4,800	0.11	SINGLE FAMILY
22	4,800	0.11	SINGLE FAMILY
23	4,800	0.11	SINGLE FAMILY
24	4,800	0.11	SINGLE FAMILY
25	4,800	0.11	SINGLE FAMILY
26	4,800	0.11	SINGLE FAMILY
27	5,055	0.12	SINGLE FAMILY
101	120,571	2.77	OPEN SPACE/ DE

BLOCK D			
LOT #	AREA (SQ. FT.)	AREA (ACRES)	LOT TYPE
3	6,132	0.14	SINGLE FAMILY
4	5,998	0.14	SINGLE FAMILY
5	5,998	0.14	SINGLE FAMILY
6	6,062	0.14	SINGLE FAMILY
7	8,296	0.19	SINGLE FAMILY
8	6,480	0.15	SINGLE FAMILY
9	7,424	0.17	SINGLE FAMILY
10	6,337	0.15	SINGLE FAMILY
11	5,577	0.13	SINGLE FAMILY
12	5,933	0.14	SINGLE FAMILY
13	6,175	0.14	SINGLE FAMILY
14	6,206	0.14	SINGLE FAMILY
15	6,225	0.14	SINGLE FAMILY
101	25,654	0.59	OPEN SPACE/ DE

BLOCK E			
LOT #	AREA (SQ. FT.)	AREA (ACRES)	LOT TYPE
1	7,760	0.18	SINGLE FAMILY
2	4,795	0.11	SINGLE FAMILY
3	4,795	0.11	SINGLE FAMILY
4	4,795	0.11	SINGLE FAMILY
5	4,795	0.11	SINGLE FAMILY
6	4,795	0.11	SINGLE FAMILY
7	4,795	0.11	SINGLE FAMILY
8	4,795	0.11	SINGLE FAMILY
9	7,692	0.18	SINGLE FAMILY
10	7,772	0.18	SINGLE FAMILY
11	4,805	0.11	SINGLE FAMILY
12	4,805	0.11	SINGLE FAMILY
13	4,805	0.11	SINGLE FAMILY
14	4,805	0.11	SINGLE FAMILY
15	4,805	0.11	SINGLE FAMILY
16	4,805	0.11	SINGLE FAMILY
17	4,805	0.11	SINGLE FAMILY
18	7,715	0.18	SINGLE FAMILY

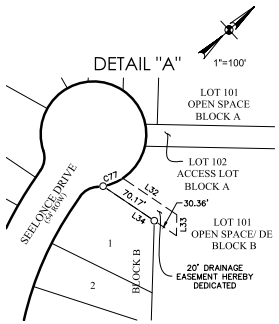
BLOCK F			
LOT #	AREA (SQ. FT.)	AREA (ACRES)	LOT TYPE
101	10,261	0.24	OPEN SPACE/ DE

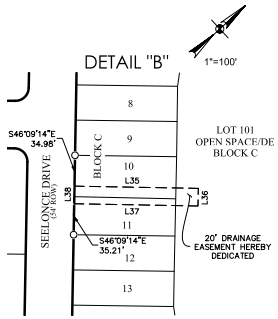
PAPE-DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

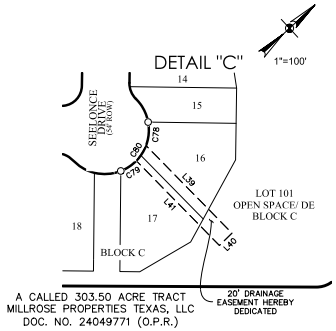
Date: Dec 11, 2025, 3:52pm User ID: Phillip Hunt
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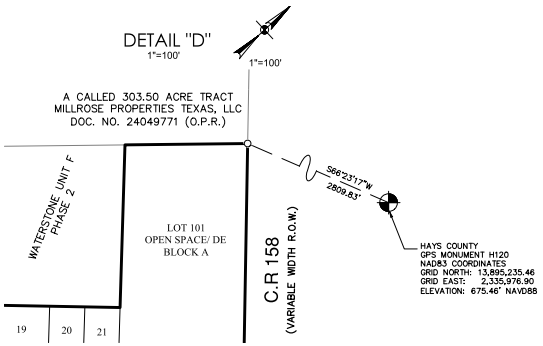
FINAL PLAT
OF
WATERSTONE UNIT F, PHASE 1

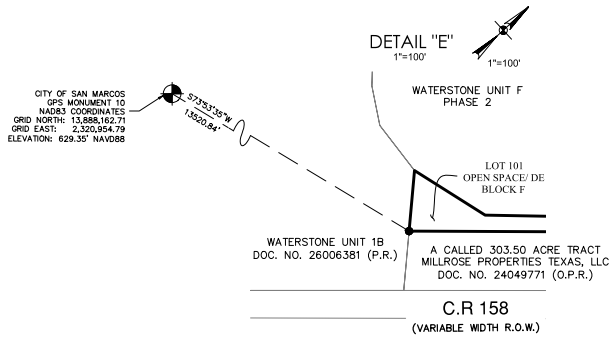
A 23.205 TRACT OF LAND BEING OUT OF A CALLED 303.50 ACRE TRACT (TRACT THREE), CONVEYED TO MILLROSE PROPERTIES TEXAS, LLC, RECORDED IN DOCUMENT NO. 24049771 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE WILLIAM HEMPHILL SURVEY NO. 4, ABSTRACT NO. 221 IN HAYS COUNTY, TEXAS.











PAPE-DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Dec 11, 2020, 3:53pm User ID: Rhodgkiss
File: H:\Survey\CAD\51509-00\Plat\WaterstoneUnitF_PH1\51509-00_UnitF_Phase1_R1.dwg

FINAL PLAT
OF
WATERSTONE UNIT F, PHASE 1

A 23.205 TRACT OF LAND BEING OUT OF A CALLED 303.50 ACRE TRACT (TRACT THREE), CONVEYED TO MILLROSE PROPERTIES TEXAS, LLC, RECORDED IN DOCUMENT NO. 24049771 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE WILLIAM HEMPHILL SURVEY NO. 4, ABSTRACT NO. 221 IN HAYS COUNTY, TEXAS.

THE STATE OF TEXAS §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS, THAT MILLROSE PROPERTIES TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 13620 N. FM 620, BUILDING B, SUITE 150, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED RECORDED DECEMBER 27, 2024 IN DOCUMENT NUMBER 24049771, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 23.205 ACRES OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY NO .4, ABSTRACT 221, TO BE KNOWN AS:

WATERSTONE UNIT F, PHASE 1

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.

_____

MILLROSE PROPERTIES TEXAS, LLC
13620 N FM 620, BUILDING B, SUITE 150
AUSTIN, TEXAS

THE STATE OF TEXAS §
COUNTY OF _____ §

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 HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D. 20___.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NOTARY'S NAME
MY COMMISSION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

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

_____ _____
PARKER J . GRAHAM DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
STATE OF TEXAS
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, TEXAS SURVEYING FIRM NO. 10028801
10801 N MOPAC EXPY. BLDG. 3, SUITE 200
AUSTIN, TX 78759

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

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

_____ _____
JENNIFER C. FRANKLIN DATE
REGISTERED PROFESSIONAL ENGINEER NO. 118838
STATE OF TEXAS
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, TEXAS SURVEYING FIRM NO. 10028801
10801 N MOPAC EXPY. BLDG. 3, SUITE 200
AUSTIN, TX 78759

THE 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.

I, THE UNDERSIGNED, INTERIM 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.

_____
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

WATER & WASTEWATER UTILITY APPROVAL:

WATER

_____ _____
MIKE MURPHY DATE
DIRECTOR OF WATER UTILITIES

WASTEWATER

_____ _____
MIKE MURPHY DATE
DIRECTOR OF WATER UTILITIES

THE STATE OF TEXAS §
COUNTY OF HAYS §

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

THE STATE OF TEXAS §
COUNTY OF HAYS §

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

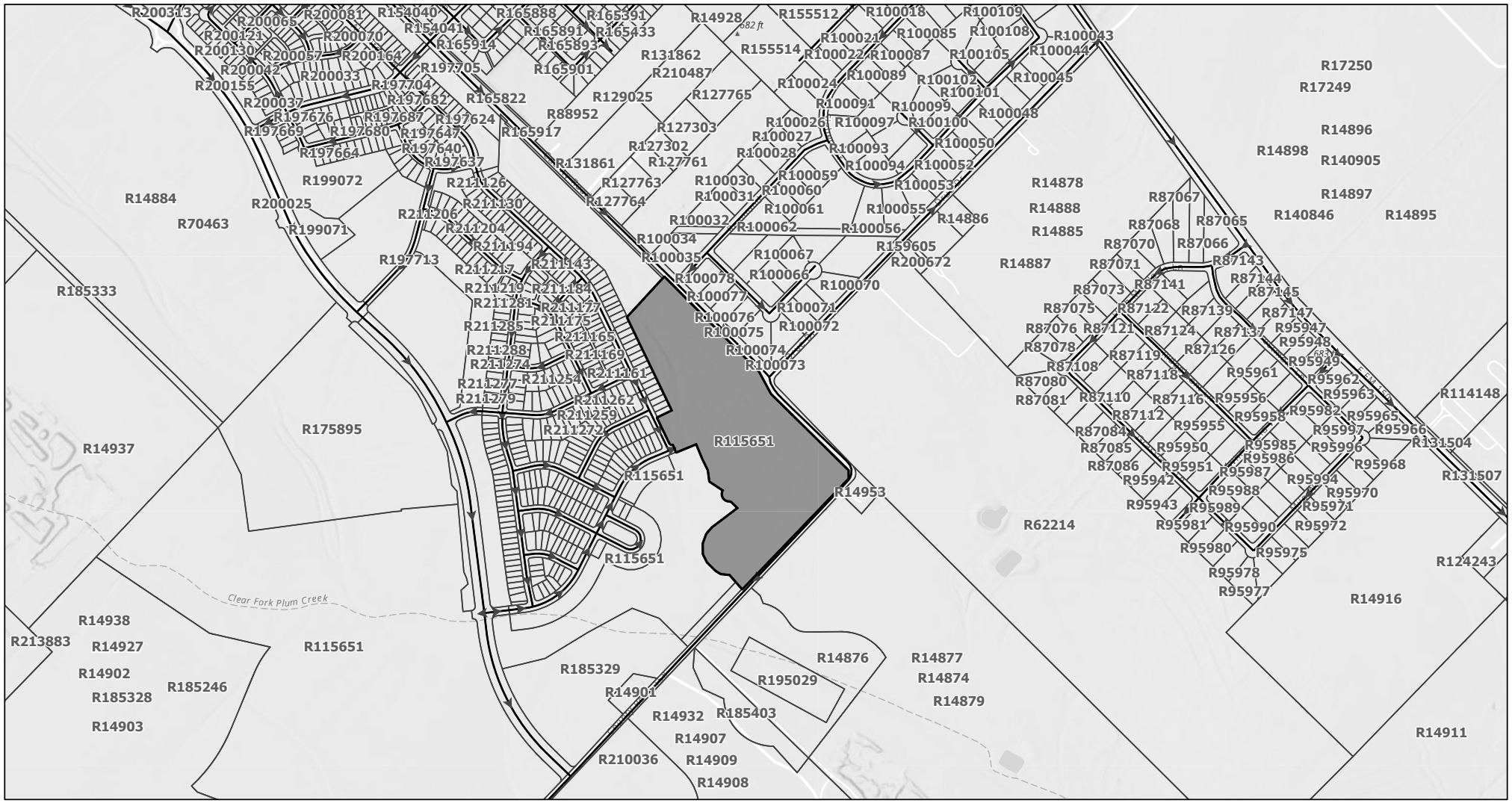
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20_____.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

PAPE–DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

Date: Dec 11, 2025, 3:53pm User ID: Phillip Hunt
File: H:\Survey\CAD_51509--00\Final\WaterstoneFinal\Unit_F_Ph1\51509--00_UnitF_Phase1_Plt.dwg

Hays County Development Services Map



10/1/2026, 1:40:18 PM

1:9,592

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 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

Hays County Development Services

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

Application Approved

Owner Information:
Clayton Kuhlmann
13620 N FM 620, Bldg B, Suite 150, Austin TX 78717
clayton.kuhlmann@lennar.com

Date: 10/13/2026
Project ID: PLN-2993-NP
Project Name: Waterstone, Unit F, Ph 1, Final
Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

Planning Review

1. **General:** Approval may not be granted until fiscal surety for street and drainage improvements is posted in Commissioners Court or the roads are built to completion and inspected meeting the Hays County Transportation specifications. The roadway and drainage improvements must be constructed per the approved plans, inspected by Hays County personnel, and conform with all applicable Hays County specs and standards.
   As of 7/9/26 - Please submit Cost Estimates for street & drainage improvements.
   As of 9/15/26 - Revised Cost Estimates received and approved.
   As of 10/13/26 - Fiscal surety for street and drainage improvement posted in Commissioners Court.
2. **General: Project must be presented to the Hays County Commissioners Court for ratification of administrative approval in the court minutes on the next available court agenda.**
   Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.
   Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.
   A current Tax Certificate showing taxes paid will be required when recording the plat.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Colby Machacek
Planning Division
Hays County Development Services

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 10/27/2026

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

Sponsor: Commissioner Cohen

Agenda Item

Ratify administrative approval of PLN-2991-NP; Sunfield IOS Subdivision, Lot 1, Final Plat. **COHEN/BERLAD**

Summary

Sunfield IOS Subdivision, Lot 1, Final Plat proposes one (1) lot consisting of 1.998 acres. The subject property has direct access to FM 2001 in Buda and falls within Commissioner Precinct 2. Water utility will be accomplished by Goforth Special Utility District (SUD) and Wastewater treatment will be accomplished via a temporary pump and haul system while construction is underway. Future wastewater treatment will be accomplished by an individual on-site sewage facility.

Attachments

Agenda Info Packet

Hays County Commissioners Court Agenda Request

Agenda Information

Meeting Details

- October 27th, 2026
- Commissioner Michelle Cohen, Precinct 2
- Colby Machacek, Development Services, Senior Planner
- Ratify administrative approval of PLN-2991-NP - Sunfield IOS Subdivision, Lot 1, Final Plat.

Summary of Item

- **# of Lots:** 1
- **Acreage:** 1.998
- **Access to:** FM 2001
- **Water:** Goforth Special Utility District (SUD)
- **Wastewater:** Temporary Pump & Haul / Future OSSF

Staff Comments

Staff have completed review pursuant to Texas Local Government Code 232 and the Hays County Development Regulations as set forth.
No variances requested.

Attachments

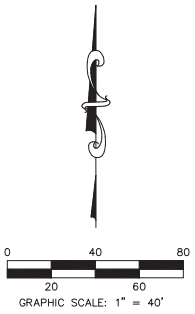
Plat

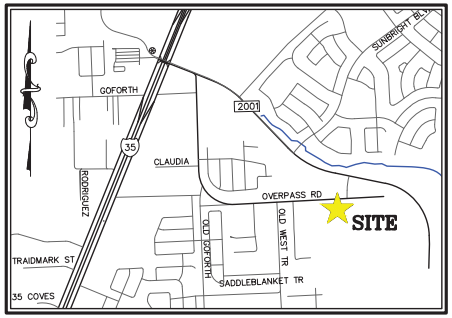
Location Map

Administrative Approval Letter

FINAL PLAT LOT 1,
SUNFIELD IOS SUBDIVISION,
Hays County, Texas

1.9975 ACRES OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 9,
ABSTRACT NO. 465 SITUATED IN HAYS COUNTY, TEXAS





VICINITY MAP
SCALE: 1" = 2,000'

CALLED 29.923 ACRES
(TRACT S-9)
OWNER: SUNFIELD INVESTMENTS LLC
DOC. NO. 21000087
O.P.R.H.C.T.

PORTERFIELD DRIVE

SURVEY CONTROL POINT
GRID N: 13,938,800.54
GRID E: 2,344,610.87
ELEV.= 712.66'

N14°47'08"E 163.46'

FM 2001
(80' R.O.W.)

0.0654 ACRE(S)
2,850 SQUARE FEET
RIGHT-OF-WAY
(HEREBY DEDICATED)

N01°50'44"W 80.90'

IRON ROD WITH PLASTIC CAP
STAMPED "CHARLES R. SWART"
GRID N: 13,938,633.31
GRID E: 2,344,284.26

P.O.B.
1/2" IRON ROD
GRID N: 13,938,642.49
GRID E: 2,344,569.15

1/2" IRON ROD

S88°09'16"W 345.24'

N88°09'16"E 285.04'

228.12'

56.92'

0.00'

15' UTILITY EASEMENT

62.5'

56.75'

53.83'

61.9'

DRAINAGE EASEMENT
(PER THIS PLAT)

N01°50'44"W

S01°50'44"E

C2

C1

S88°11'41"W 121.61'

CALLED 5.00 ACRES
OWNER: FRANK CORTEZ
AND WIFE, CAROL LYNN CORTEZ
VOL. 793, PG. 526
R.P.R.H.C.T.

CALLE ALTA ROAD
(60' R.O.W.)

LOT 1

(N00°06'17"W 305.32')
N01°49'54"W 305.03'

10' UTILITY EASEMENT

LOT 1

1.9975 ACRE(S)
87,013 SQUARE FEET

10' UTILITY EASEMENT

S01°49'00"E 305.58'

MARTINEZ ADDITION
DOC. NO. 90017226
O.P.R.H.C.T.

TRINIDAD VARCINAS
SURVEY NO. 9
ABSTRACT NO. 465

10' UTILITY EASEMENT

S88°16'00"W 284.96'
(S89°54'20"W 285.33')

LOT 2

LOT 5

OWNER(S): TIGER SUNFIELD IOS, LLC

SURVEYS: TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
ACREAGE: 1.9975
NO. OF LOTS: 1 (DEVELOPMENT)
NEW STREETS: 0
LINEAR FEET OF NEW STREETS: 0
SURVEYOR: C. PAUL JONES,SR., 4WARD LAND SURVEYING
ENGINEER: LUKE STEWART, SOUTHWEST ENGINEERING, LLC
SUBMITTAL DATE: 01/06/2026

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINES
△	CALCULATED POINT
●	IRON ROD FOUND AS NOTED
⊗	TXDOT TYPE II BRASS DISC FOUND (UNLESS NOTED)
□	5/8" ALUMINUM CAP FOUND (CANVESS 1985)
⊙	SURVEY CONTROL POINT
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 90017226

LOT SUMMARY TABLE:

TOTAL LOTS:	1 LOT	
LOT 1	1.9975 ACRES	(87,013 SQUARE FEET)
TOTAL	1.9975 ACRES	(87,013 SQUARE FEET)

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, WITH GRID COORDINATES (STATE PLANE TEXAS SOUTH CENTRAL – 4204) AND ELEVATIONS (NAVD88) SHOWN HEREON.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES ARE IN GRID.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO.48209C 0285F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	21.00'	33.00'	90°02'24"	S43°10'29"W	29.71'
C2	18.00'	28.26'	89°57'36"	N46°49'31"W	25.45'

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/27/2026
Project:	02159
Scale:	1" = 40'
Reviewer:	CJ
Tech:	DDL
Field Crew:	NH
Survey Date:	DEC. 2025
Sheet:	1 OF 2

P:_Pursuits_4WARD SURVEYING PURSUITS\02159 – hays county 1 lot plat\survey\survey_design\cad\02159_Plat with DE.dwg

FINAL PLAT LOT 1, SUNFIELD IOS SUBDIVISION, Hays County, Texas

1.9975 ACRES OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465 SITUATED IN HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS THAT TIGER SUNFIELD IOS, LLC, OWNER OF A 1.9975 ACRE TRACT OUT OF THE TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465 IN HAYS COUNTY, TEXAS, BEING A REMAINDER OF A 40.225 ACRES AS RECORDED IN DOCUMENT NUMBER 26021252 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 1.9975 ACRES OF LAND IN ACCORDING WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

LOT 1, SUNFIELD IOS SUBDIVISION

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

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

TIGER SUNFIELD IOS, LLC

_____
CAMERON HUGEY, PARTNER
106 NAKOMA DRIVE
LAKEWAY, TEXAS 78734

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CAMERON HUGHEY, REPRESENTATIVE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND SHE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

_____
NOTARY PUBLIC FOR TRAVIS COUNTY, TEXAS

ENGINEER CERTIFICATION:
I, LUKE STEWART, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

_____
LUKE STEWART, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 156236
SOUTHWEST ENGINEERS, LLC
645 FM 967, SUITE 122, BUDA, TEXAS 78610

SURVEYOR'S CERTIFICATE:
THAT I, C. PAUL JONES, SR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

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. FOR REVIEW PURPOSES ONLY.

_____
C. PAUL JONES, SR., R.P.L.S. DATE
TEXAS REGISTRATION NO. 5480

GENERAL NOTES:
1) NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C 0285F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005.

2) NO PORTION OF THIS SITE IS LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE, CONTRIBUTING OR TRANSITION ZONES.

3) WASTEWATER SERVICE SHALL BE ON-SITE SEWAGE FACILITY PERMITTED BY HAYS COUNTY.

4) THIS PROPERTY IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.

5) THE EMERGENCY SERVICES PROVIDER IS THE HAYS COUNTY ESD #2 AND #8, 209 JACK C. HAYS TRAIL, BUDA, TEXAS 78610.

6) THIS SUBDIVISION FALLS ENTIRELY WITHIN THE HAYS INDEPENDENT SCHOOL DISTRICT.

7) THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN HAYS COUNTY, TEXAS.

8) THE SUBDIVISION IS SERVED BY THE FOLLOWING UTILITIES:

WATER	GOFORTH SPECIAL UTILITY DISTRICT
WASTEWATER	OSSF
ELECTRIC	PEDERNALES ELECTRIC COOPERATIVE
TELEPHONE	SPECTRUM

9) 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.

10) THIS SUBDIVISION 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.

11) THIS SUBDIVISION HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS.

12) THIS SUBDIVISION HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

13) THIS SUBDIVISION HAS BEEN PREPARED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, AS ADOPTED BY HAYS COUNTY.

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

15) DRIVEWAYS WILL BE PERMITTED AN CONSTRUCTED TO THE DESIGNS AND STANDARDS AT THE TIME OF THE PERMIT REQUEST. DRIVEWAY SPACING WILL COMPLY WITH SECTION 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND PERMITS WILL BE GRANTED UNDER THE PROVISIONS OF CHAPTER 751.

16) ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE OF AN APPROVED TXDOT OR FHWA APPROVED DESIGN.

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

18) NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN MET.

19) PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES. PROPERTY WITHIN A PUBLIC ROADWAY OR ACCESS EASEMENT SHALL BE DESIGNATED AS A UTILITY EASEMENT. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.

20) ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.

21) EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

22) ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NO LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.

23) 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.

24) THE PROPOSED DEVELOPMENT WITHIN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH HAYS COUNTY DEVELOPMENT REGULATION 725 § 3.02

25) THIS PROPERTY FALLS ENTIRELY WITHIN THE BARTON SPRINGS / EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.

26) "THE AREA IDENTIFIED AS RESERVED FOR FUTURE RIGHT-OF-WAY IS LOCATED WITHIN A PROPOSED FUTURE ROADWAY PER THE TRANSPORTATION PLAN OF HAYS COUNTY. ADDITIONAL INFORMATION REGARDING THIS AREA MAY BE OBTAINED FROM THE HAYS COUNTY TRANSPORTATION DEPARTMENT.

LEGAL DESCRIPTION

BEING A TRACT OF LAND CONTAINING 1.9975 ACRES (87,013 SQUARE FEET) SITUATED IN THE TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465, AS RECORDED IN DOCUMENT NUMBER 2602125 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.T.), SAID TRACT BEING A REMAINDER OF A 40.225 ACRE TRACT OF LAND AS RECORDED IN VOLUME 2080, PAGE 653 OF THE O.P.R.H.C.T, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, ALSO BEING THE NORTHWEST CORNER OF A CALLED 5.00 ACRE TRACT AS RECORDED IN VOLUME 793, PAGE 526 OF REAL PROPERTY RECORDS OF HAYS COUNTY TEXAS (R.P.R.H.C.T.), SAID POINT HAVING GRID COORDINATES SHOWN AS NORTHING: 13,938,642.49, EASTING: 2,344,569.15;

THENCE SOUTH 01°49'00" EAST, ALONG THE COMMON WEST LINE OF SAID 5.00 ACRE TRACT A DISTANCE OF 305.58 FEET TO A 5/8 INCH ALUMINUM CAP STAMPED "CANVESS 1985", BEING THE NORTHEAST CORNER OF LOT 5, MARTINEZ ADDITION, AS RECORDED IN DOCUMENT NUMBER 90017226 OF O.P.R.H.C.T, ALSO BEING THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 88°16'00" WEST, ALONG THE COMMON NORTH LINE OF SAID LOT 5, MARTINEZ ADDITION AND AN EXTERIOR NORTH LINE OF SAID LOT 2, MARTINEZ ADDITION AS RECORDED IN DOCUMENT NUMBER 90017226 OF O.P.R.H.C.T, A DISTANCE OF 284.96 FEET TO A 5/8 INCH ALUMINUM CAP STAMPED "CANVESS 1985", FOR AN INTERIOR CORNER OF SAID LOT 2, MARTINEZ ADDITION, ALSO BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 01°49'54" WEST, ALONG THE COMMON EAST LINE OF SAID LOT 2, MARTINEZ ADDITION AND THE EAST LINE OF LOT 1, MARTINEZ ADDITION AS RECORDED IN DOCUMENT NUMBER 90017226 OF O.P.R.H.C.T, A DISTANCE OF 305.03 FEET TO A CAPPED IRON ROD STAMPED "CHARLES R. SWART" FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 88°09'16" EAST, ALONG THE COMMON SOUTH LINE OF AN 80 FEET RIGHT-OF-WAY (FM 2001), A DISTANCE OF 285.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.9975 ACRES (87,013 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES

ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83, 2011 EPOCH), SOUTH CENTRAL ZONE 4204.

STATE OF TEXAS §
COUNTY OF HAYS §

I, LIZ Q. GONZALES, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED

FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20___, 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

VOLUME ____, PAGE ____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE _____ DAY

OF _____, 20____ A.D.

_____
LIZ Q. GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS

HAYS COUNTY DEVELOPMENT SERVICES DIRECTOR CERTIFICATION BLOCK:

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

HAYS COUNTY FLOODPLAIN ADMINISTRATOR CERTIFICATION BLOCK:
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

HAYS COUNTY CERTIFICATION BLOCK:
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

HAYS COUNTY CLERK CERTIFICATION BLOCK:
STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 20_____, AT _____ O'CLOCK _____., 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

OWNER / DEVELOPER:
TIGER SUNFIELD IOS, LLC
A TEXAS LIMITED LIABILITY COMPANY
106 NAKOMA DRIVE,
LAKEWAY, TX 78734

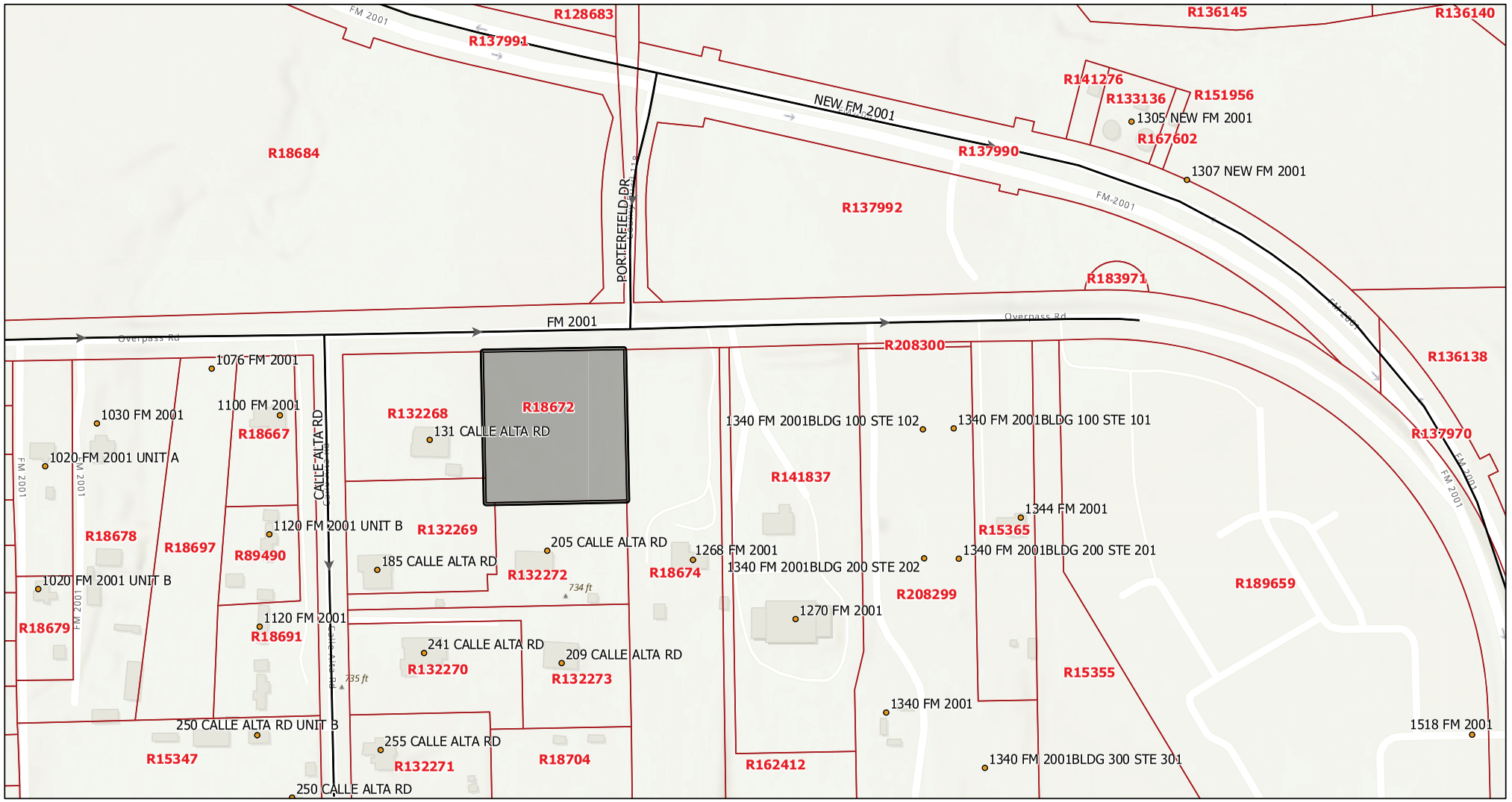
SURVEYOR:
4WARD LAND SURVEYING
PO BOX 90876
AUSTIN, TX 78709
512-537-2384

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	8/27/2026
Project:	02159
Scale:	N/A
Reviewer:	CJ
Tech:	DDL
Field Crew:	NH
Survey Date:	DEC. 2025
Sheet:	2 OF 2

P:_Pursuits_4WARD SURVEYING PURSUITS\02159 - hays county 1 lot plat\survey\survey_design\cad\02159_Plat with DE.dwg

Hays County Development Services Map



10/16/2026, 12:07:16 PM

1:2,680

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

- Override 1
- Override 1
- Address Points
- 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,

Hays County Development Services

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

Application Approved

Owner Information:
Tiger Sunfield IOS, LLC (Cameron Hughey)
106 Nakoma Dr, Lakeway TX 78734
chughey@tigercre.com

Date: 10/16/2026
Project ID: PLN-2991-NP
Project Name: Sunfield IOS Subdivision, Lot 1, Final Plat
Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

Digital Data Review

1. **Per Section 1.0, 2.0, and 3.0 of the Hays County Digital Data Submission Standards:**
   The digital data is denied based on the criteria outlined in the Hays County Digital Data Submission Standards. The most up-to-date Hays County Digital Data Submission Standards can be found here: https://hays-county-haysgis.hub.arcgis.com/pages/development-services
   If you have questions or need further clarification, please e-mail hayscounty.gis@hayscountytx.gov.
   As of 07/27/2026: Please note this is just a general comment and specific denial comments are listed below and must be addressed.
   As of 09/11/2026, no updated digital data was received. The below comments are not adequately addressed per Hays County Digital Data Standards Section 1.0, 2.0, and 3.0.
   As of 09/28/2026 the digital data received 09/14/2026 does not adequately address the below comments per Hays County Digital Data Standards Section 1.0, 2.0, and 3.0.
   As of 10/14/2026 the digital data received 10/01/2026 does not adequately address the below comments per Hays County Digital Data Standards Section 1.0, 2.0, and 3.0.
   As of 10/16/2026 the digital data resubmission received 10/16/2026 meets the below requirements. This comment is approved per Hays County Digital Data Standards Section 1.0, 2.0, and 3.0.

Hays County Development Services
2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

2. Per Section 3.1 of the Hays County Digital Data Submission Standards

There shall be a minimum of two ground control points (GCPs) tied to at least two exterior corners of the overall subdivision boundary. GCPs can be viewed and downloaded from the Hays County GIS Open Data Portal: https://hays-county-haysgis.hub.arcgis.com/.

As of 07/27/2026: Please add two ground control points tied to two exterior corners of the overall subdivision boundary.

As of 09/11/2026, no updated digital data was received. The above comment is not adequately addressed per Hays County Digital Data Standards Section 3.1. These comments must be addressed on the digital data, not on the plat PDF.

As of 09/28/2026 the digital data received 09/14/2026 does not adequately address this comment: Please add two ground control points to two exterior corners of the overall subdivision. GCPs can be viewed and downloaded from the Hays County GIS Open Data Portal: https://hays-county-haysgis.hub.arcgis.com/.

As of 10/14/2026 the digital data resubmission received 10/01/2026 meets the above requirement. This comment is approved per Hays County Digital Data Standards Section 3.1.

As of 10/16/2026 the digital data resubmission received 10/16/2026 meets the above requirement. This comment is approved per Hays County Digital Data Standards Section 3.1.

3. Per Section 3.1 of the Hays County Digital Data Submission Standards

Add northing/easting coordinate annotation for at least two widely separated corners of the subdivision. Ensure that these annotations are MTEXT objects and are not grouped with each other, other text, or any lines.

As of 07/27/2026: Please add two N/E coordinates to two widely separated corners of the subdivision.

As of 09/11/2026, no updated digital data was received. The above comment is not adequately addressed per Hays County Digital Data Standards Section 3.1. These comments must be addressed on the digital data, not on the plat PDF.

As of 09/28/2026 the digital data resubmission received 09/14/2026 meets the above requirement. This comment is approved per Hays County Digital Data Standards Section 3.1.

As of 10/14/2026 the digital data resubmission received 10/01/2026 meets the above requirement. This comment is approved per Hays County Digital Data Standards Section 3.1.

As of 10/16/2026 the digital data resubmission received 10/16/2026 meets the above requirement. This comment is approved per Hays County Digital Data Standards Section 3.1.

4. Per Section 2.1 of the Hays County Digital Data Submission Standards

The overall subdivision boundary shall be represented by a closed polygon feature with a related layer name. For example, "BOUNDARY" or "PROP-BNDY".

As of 09/28/2026: The current polygon layer "SYM-BOUNDARY" contains extra information within the layer. Please ensure the only thing represented in this layer is the overall subdivision boundary/singular lot as a closed polygon layer.

As of 10/14/2026 the digital data received 10/01/2026 does not adequately address this comment: There is no polygon layer named "PROP-BNDY", only a polyline layer. Please ensure all points are connecting and that there is a polygon layer for the project boundary. A good reference is the "DRAINAGE EASEMENT" polygon layer.

As of 10/16/2026 the digital data resubmission received 10/16/2026 meets the above requirement. This comment is approved per Hays County Digital Data Standards Section 2.1.

Hays County Development Services

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

Fire Marshal Review

1. **As of 10/08/2026 - Applicant must contact the Buda Fire Marshal for subdivision review. 10/16/2026: the written response received 10/16/2026 meets the above requirement. This comment is approved per Texas Local Gov't Code 232.0028(d).**

Planning Review

1. **As of 10/16/2026 - Planning Technical Review complete.**
   Administrative Approval must be ratified in the Commissioners Court minutes of the next available court session prior to signing/recording of the plat.
   Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.
   Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.
   A current Tax Certificate showing taxes paid will be required when recording the plat.
   Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and Recorded Plat has been provided to Hays County GIS & Addressing. For additional information, please contact: **hayscounty.gis@hayscountytx.gov / 512-393-2160**

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Colby Machacek
Planning Division
Hays County Development Services

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 10/27/2026

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

Sponsor: Commissioner Hammer

Agenda Item

Ratify administrative approval of PLN-3004-PC - Rolling Oaks Subdivision, Lot 12B, Replat. **HAMMER/BERLAD**

Summary

The Rolling Oaks Subdivision, Lot 12B, Replat will consist of 2 lots across 10.05 acres. The subject property is located along 153 Billie Brooks Lane in Driftwood and in Precinct 3. Water utility for lot 12B-1 will be achieved by Rainwater Collection and Wastewater will be accomplished by an Advanced On-Site Sewage Facility. Water utility for 12B-2 will be achieved by Private Well and Wastewater will be accomplished by an On-Site Sewage Facility.

Attachments

Agenda Info Packet

Hays County Commissioners Court Agenda Request

Agenda Information

Meeting Details

- October 27th, 2026
- Commissioner Morgan Hammer, Precinct 3
- Michael Hembree, Development Services, County Planner
- Ratify administrative approval of PLN-3004-PC – Rolling Oaks Subdivision, Lot 12B Replat

Summary of Item

- **# of Lots:** 2
- **Acreage:** 10.05
- **Access to:** Billie Brooks Lane
- **Water:** Lot 12B-1: Rainwater Collection; Lot 12B-2: Private Well
- **Wastewater: Advanced** On-Site Sewage Facilities

Staff Comments

Staff have completed review pursuant to Texas Local Government Code 232 and the Hays County Development Regulations as set forth.
No variances requested.
Staff recommends approval.

Attachments

Plat

Location Map

Administrative Approval Letter

REPLAT OF LOT 12B, ROLLING OAKS SUBDIVISION ESTABLISHING LOTS 12B-1 & 12B-2, ROLLING OAKS SUBDIVISION HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That I, Mark Kurt Waterman, owner of Lot 12B of Rolling Oaks, a subdivision in Hays County recorded in book 1, page 109–110, Plat Records of Hays County, Texas, as described in a deed recorded in Document No. 19042670 of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE SAID Lot 12B, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Hays the streets, alleys, rights–of–way, easements, and public places shown hereon for such public purposes as the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF LOT 12B, ROLLING OAKS SUBDIVISION, ESTABLISHING LOTS 12B–1 AND 12B–2, ROLLING OAKS SUBDIVISION, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 2026.

By: _____
Mark Waterman
153 Billie Brooks Lane
Driftwood, Texas, 78619

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Mark Kurt Waterman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____ A.D. 2026.

_____
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____, A.D. 2026, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number _____.

WITNESS my hand and seal of office this the _____ day of _____, A.D. 2026.

_____
Ruben Becerra
County Judge
Hays County, Texas

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

I, the undersigned, Interim 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 Onsite Sewage Facilities.

_____ _____
Michael Berlad, Interim Director Date
Hays County Development Services

I, the undersigned, Floodplain Administrator of Hays County, hereby certify that this subdivision plat conforms to all Hays County Floodplain requirements as stated in the Hays County Development Regulations.

_____ _____
Eric Van Gaasbeek, R.S, C.F.M. Date
Floodplain Administrator
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no visible and apparent discrepancies, conflicts, visible overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly located and placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this _____ day of _____ A.D. 2026.

_____ _____ _____
Arthur Vasquez Torres Date
Registered Professional Land Surveyor, No. 5737
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is located within the Edwards Aquifer Contributing Zone and lies within the Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Numbers, 48209C 0255 F and 48209C 0265 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this _____ day of _____ A.D. 2026.

_____ _____ _____
Al Carroll Date
Registered Professional Engineer, No. 119251
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 2026, 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. 2026.

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

PLAT NOTES

PEDERNALES ELECTRIC COOPERATIVE NOTES

1. DIMENSIONS AND LOCATIONS OF UTILITY EASEMENT

1.a. Pedernales Electric Cooperative (PEC) is hereby dedicated a fifteen foot (15') wide utility easement along all lot lines adjoining a public right of way and a ten foot (10') wide utility easement along all other front, side, and rear lines.

1.a.a. *FOR LOTS 0.5 ACRE OR LESS:
Pedernales Electric Cooperative (PEC) is hereby dedicated a fifteen foot (15') wide utility easement along all lot lines adjoining a public right of way and a five foot (5') wide utility easement along all other interior, side, and rear lot lines.

1.b. Private property within public and private roadway easements, access easements and right of way reservation shall be designated as a utility easement. A 15' utility easement is hereby granted along all right of way reservations, roadway easements and access easements.

1.c. All existing overhead lines shall possess a twenty foot (20') wide utility easement centered 10' each side of the line. all existing underground lines shall possess a fifteen foot (15') wide utility easement centered 7.5' each side of the line.

1.d. Each lot is subject to a floating ten foot (10') wide thirty foot (30') long guy wire easement as required by PEC.

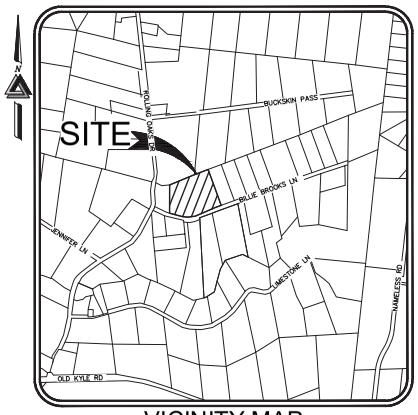
2. CONDITIONS OF UTILITY EASEMENT

2.a. The Utility Easement includes the right of ingress and egress over adjacent lands within the subdivision to or from the Utility Easement. The purpose of the Utility Easement with respect to electric facilities and related telecommunications or fiber optic systems is to place, construct, re–construct, alter, inspect, patrol, operate, upgrade, repair, rephase, hang new wire on, maintain, relocate, replace, and remove over, in, below, above, across and upon the easement area a distribution line or system, telecommunications systems and equipment, or other services and systems, and related appurtenances and equipment, and to cut, prune, trim, chemically treat and/or remove from said lands all trees, brush, shrubbery and parts thereof, or other obstructions within or outside the easement area which may endanger, or interfere with the access, efficiency, and safety of said lines or their appurtenances.

2.b. All utility easements are for the purpose of construction, reconstruction, upgrading, maintenance (including but not limited to removal of vegetation, trees, and other obstructions), inspecting, removal, reading of meters, and repair of all overhead and underground lines.

2.c. 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 grantor's adjacent land to and from said utility easement.

2.d. With respect to the Utility Easement, the right of pedestrian, vehicular, and equipment ingress and egress over the Utility Easement is permitted and the utility may make use of the Utility Easement for its purposes, including the temporary placement of and storage of vehicles and equipment.



VICINITY MAP

1. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone. All of this subdivision lies within the Edwards Aquifer Contributing Zone.
2. No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on FEMA F.I.R.M. Panel #48209C0245G, dated January 17, 2025.
3. This subdivision contains 2 lots for a total of 10.00 acres.
   Lots less than 1.00 acre: 0
   Lots 1.00 to 2.00 acres: 1
   lots 2.00 to 5.00 acres: 0
   lots 5.00 to 10.00 acres: 1
   Lots 10.00 acres or larger: 0
4. This subdivision lies within the following jurisdictions:
   School District – Wimberley CISD
   Barton Springs Edwards Aquifer Conservation District
   Emergency Services District – #4 & #7
   Hays County Precinct – #3
5. Rainwater Harvesting will be the sole source of water supply for lot 12B–1. Water supply for lot 12B–2 will be provided by private well.
6. Wastewater treatment for this subdivision is to be provided by individual on–site sewage facilities as approved by Hays County Development Services. Lot 12B–1 is restricted to the use of one advanced on–site sewage facility.
7. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
8. Telephone service for this subdivision is provided by Frontier.
9. No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
10. 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.
11. All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.
12. Mail boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
13. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
14. No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
15. This subdivision shall comply with Chapter 725 § 3.02 of the Hays County Development Regulations.
16. Bearing Basis:Texas State Plane Coordinate System–South Central Zone.

ENGINEER: SEPTEMBER 4, 2026 SURVEYOR:

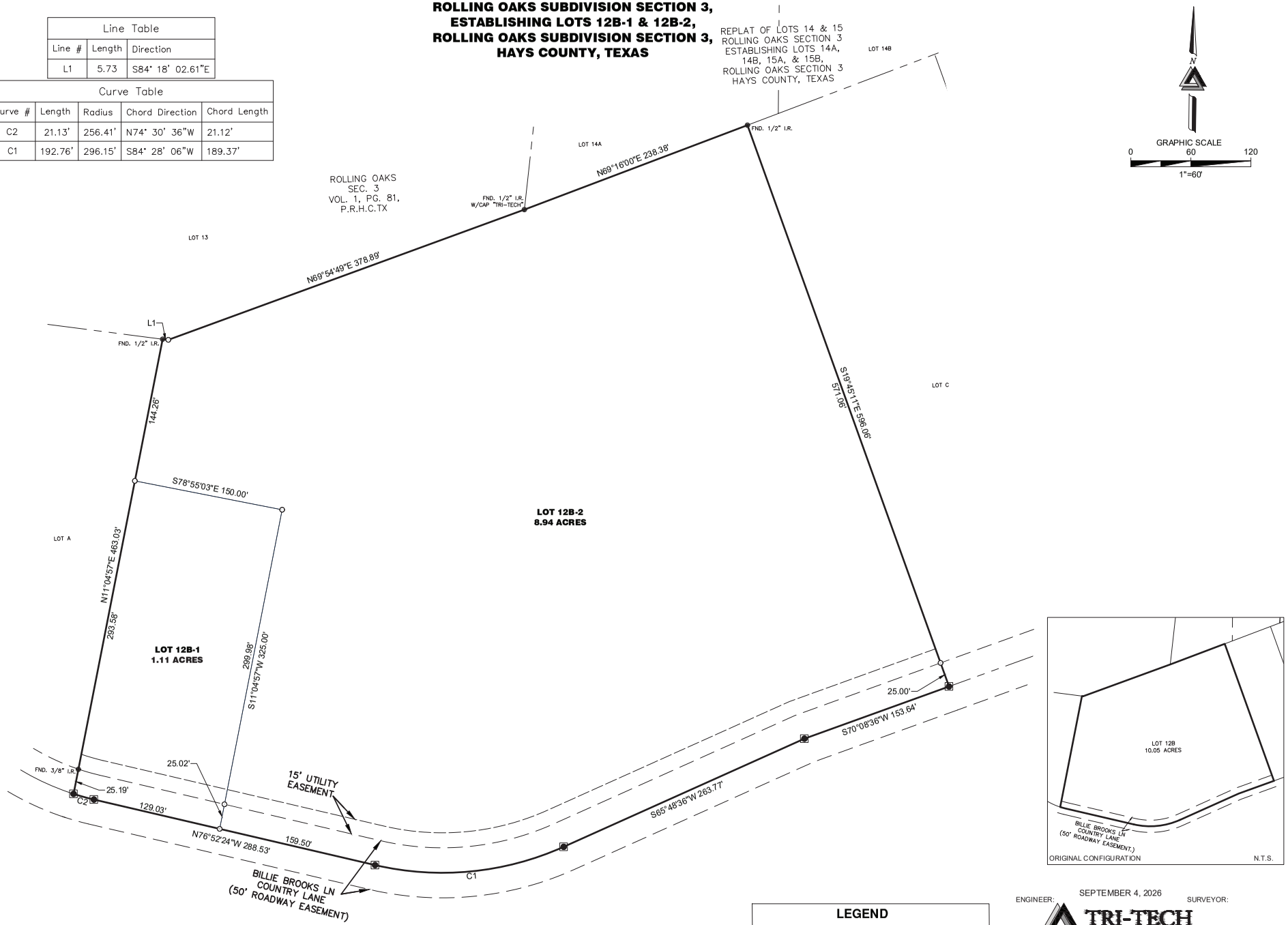
TRI-TECH
ENGINEERING▲SURVEYING▲PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222
www.tritechtx.com
TBPLS REGIS. #:10115900
TBPE REGIS. #: F-18693

PLAN 5762
SM-25-1111000
SMS-MC861-25

REPLAT OF LOT 12B, ROLLING OAKS SUBDIVISION SECTION 3, ESTABLISHING LOTS 12B-1 & 12B-2, ROLLING OAKS SUBDIVISION SECTION 3, HAYS COUNTY, TEXAS

Line Table		
Line #	Length	Direction
L1	5.73	S84° 18' 02.61"E

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C2	21.13'	256.41'	N74° 30' 36"W	21.12'
C1	192.76'	296.15'	S84° 28' 06"W	189.37'



LEGEND

■	SET MAG NAIL W/ WASHER "TRI-TECH"	I.R.	IRON ROD
◒	IRON ROD W/ TRI-TECH CAP SET	FND	FOUND
●	IRON ROD FOUND	B.L.	BUILDING SETBACK LINE
(xx.xx')	RECORD DIMENSIONS	O.P.R.H.C.TX	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
I.P.	IRON PIPE	P.R.H.C.TX	PLAT RECORDS OF HAYS COUNTY, TEXAS
C.G.S.	COTTON GIN SPINDLE		

PLAN 5762

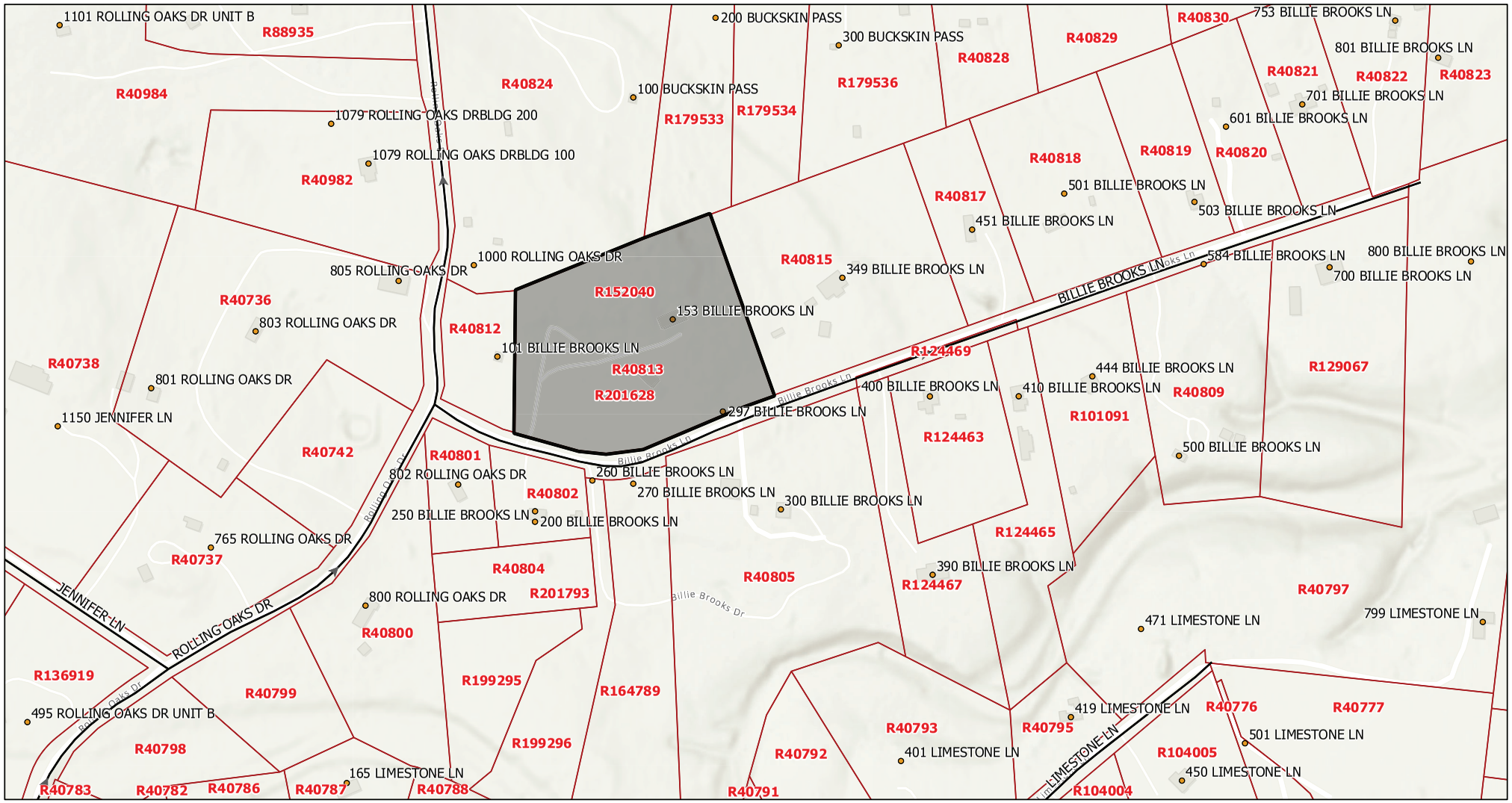
SM-25-1111
SMS-MC861-25

SEPTEMBER 4, 2026

ENGINEER: SURVEYOR:

TRI-TECH
ENGINEERING▲SURVEYING▲PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222
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TBPLS REGIS. #:10115900
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Hays County Development Services Map



10/9/2026, 10:21:07 AM

1:3,846

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

- Override 1
- Override 1
- Address Points
- 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,

Hays County Development Services

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

Application Approved

Owner Information:
Mark Waterman
153 Billie Brooks Ln, Driftwood TX 78619
heneni_lord@yahoo.com

Date: 10/7/2026
Project ID: PLN-3004-PC
Project Name: Replat of Lot 12B, Rolling Oaks Subdivision
Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

Planning Review

1. As of 10/7/2026: APPROVED
   Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.
   Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.
   A current Tax Certificate showing taxes paid will be required when recording the plat.
   Hays County Development Services has determined this application as APPROVED. Formal ratification in the minutes of Commissioners Court will be required.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Michael Hembree
Planning Division
Hays County Development Services

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 10/27/2026

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

Sponsor: Commissioner Smith

Agenda Item

Ratify administrative approval of PLN-2968-NP; Gee Estates, Final Plat. **SMITH/BERLAD**

Summary

Gee Estates is a proposed one (1) lot final plat consisting of 6.79 acres. The subject property lies between Country Lane and Ranch Road 12 in Dripping Springs but does not have direct access to either roadway. The subject property falls within Precinct 4 and will achieve Water & Wastewater Utility from a Private Well and Individual On-Site Sewage Facility.

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

- October 27th, 2026
- Commissioner Walt Smith, Precinct 4
- Colby Machacek, Development Services, Senior Planner
- Ratify administrative approval of PLN-2968-NP - Gee Estates, Final Plat.

Summary of Item

- **Number of Lots:** 1
- **Acreage:** 6.79
- **Indirect access to:** Country Lane
- **Water:** Individual Private Wells
- **Wastewater:** Individual On-Site Sewage Facility

Staff Comments

- Staff have completed review pursuant to e as Local Gov t Code 232 and the Hays County Development Regulations as set forth.
- Variance to Hays County Development Regulations Chapter 721§5.05 - Access to Regulated Roadways granted on October 13th, 2026 in Commissioners Court.
- Staff recommend Approval.

Attachments

- Plat
- Location Map
- Administrative Approval Letter

GEE ESTATES

BEING A 6.79 ACRE TRACT OF LAND SITUATED IN THE WILLIAM COCKBURN SURVEY NO. 32, ABSTRACT NO. 97, HAYS COUNTY, TEXAS AND BEING ALL OF A CALLED 6.79 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 21032532, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

LEGEND

- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND IRON ROD W/ A YELLOW "BYRN SURVEY" PLASTIC CAP
- FOUND FENCE POST (MATERIAL AND DIAMETER NOTED ON SURVEY)
- TREE (SPECIES AND DIAMTER NOTED ON SURVEY.)
- H.C.C.A.D. HAYS COUNTY CENTRAL APPRAISAL DISTRICT
- W WELL
- ST SEPTIC TANK
- CO CLEAN OUT

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, DAVID GEE & WENDI GEE, WITH OUR HOME ADDRESS AT 207 COUNTRY LN., DRIPPING SPRINGS, TX 78620, OWNERS OF THE CALLED 6.79 ACRE TRACT OF LAND SITUTATED IN THE WILLIAM COCKBURN SURVEY NO. 32 ABSTRACT NO. 97, HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY DEED DATED JUNE 11, 2021 AND RECORDED IN DOCUMENT NO. 21032532, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 6.79 ACRE TRACT TO BE KNOW AS

GEE ESTATES

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS HEREOF: DAVID GEE & WENDI GEE ACKNOWLEDGED THESE PRESENTS TO BE EXECUTED THEREUNTO DULY AUTHORIZED.

DAVID GEE
207 COUNTRY LN.
DRIPPING SPRINGS, TX 78620

WENDI GEE
207 COUNTRY LN.
DRIPPING SPRINGS, TX 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID GEE & WENDI GEE, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED 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, 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

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.

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

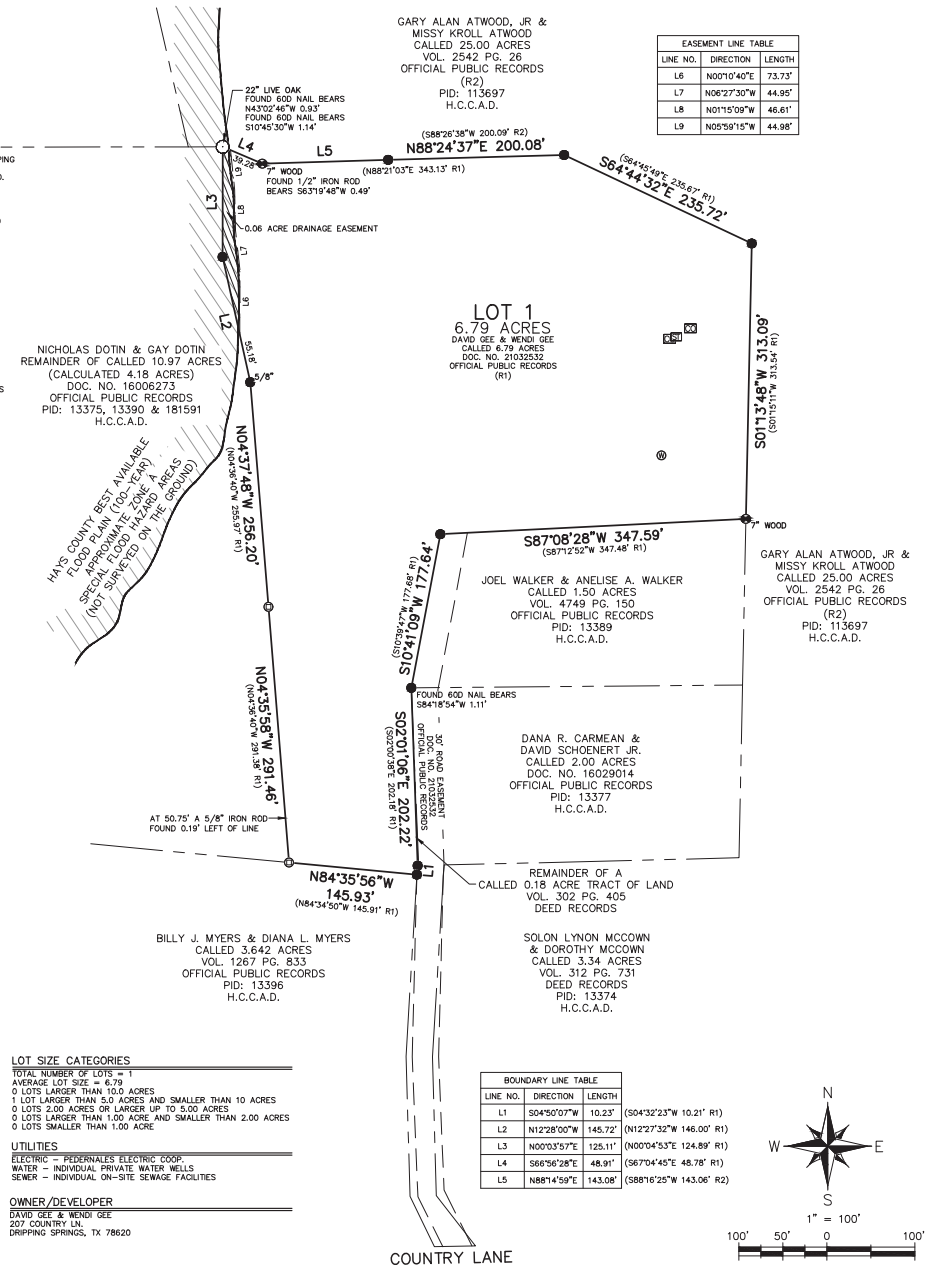
IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC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

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_____.

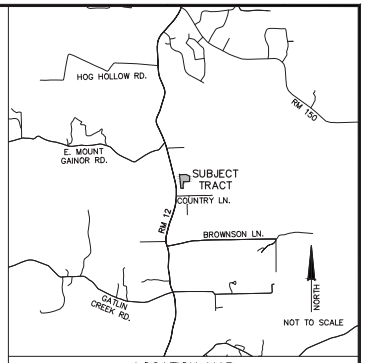
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS



EASEMENT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	N00°10'40"E	73.73'
L7	N06°27'30"W	44.95'
L8	N01°15'09"W	46.61'
L9	N05°59'15"W	44.98'

BOUNDARY LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L1	S04°50'07"W	10.23'	(S04°32'23"W 10.21' R1)
L2	N12°28'00"W	145.72'	(N12°27'32"W 146.00' R1)
L3	N00°03'57"E	125.11'	(N00°04'53"E 124.89' R1)
L4	S66°56'28"E	48.91'	(S67°04'45"E 48.78' R1)
L5	N88°14'59"E	143.08'	(S88°16'25"W 143.06' R2)



LOCATION MAP

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 1
AVERAGE LOT SIZE = 6.79
0 LOTS LARGER THAN 10.0 ACRES
1 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
0 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
SEWER – INDIVIDUAL ON-SITE SEWAGE FACILITIES

OWNER/DEVELOPER

DAVID GEE & WENDI GEE
207 COUNTRY LN.
DRIPPING SPRINGS, TX 78620

P.E.C. NOTES

1. DIMENSIONS AND LOCATIONS OF UTILITY EASEMENT:
a. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, AND REAR LOT LINES.
b. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.
c. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10 EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5 EACH SIDE OF LINE.
d. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
2. CONDITIONS OF UTILITY EASEMENT:
a. THE UTILITY EASEMENT INCLUDES THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT LANDS WITHIN THE SUBDIVISION TO OR FROM THE UTILITY EASEMENT. THE PURPOSE OF THE UTILITY EASEMENT WITH RESPECT TO ELECTRIC FACILITIES AND RELATED TELECOMMUNICATIONS OR FIBER OPTIC SYSTEMS IS TO PLACE, CONSTRUCT, RE-CONSTRUCT, ALTER, INSPECT, PATROL, OPERATE, UPGRADE, REPAIR, REPHASE, HANG NEW WIRE ON, MAINTAIN, RELOCATE, REPLACE, AND REMOVE OVER, IN, BELOW, ABOVE, ACROSS AND UPON THE EASEMENT AREA A DISTRIBUTION LINE OR SYSTEM, TELECOMMUNICATIONS SYSTEM AND EQUIPMENT, OR OTHER SERVICES AND SYSTEMS, AND RELATED APPURTENANCES AND EQUIPMENT, AND TO CUT, PRUNE, TRIM, CHEMICALLY TREAT AND/OR REMOVE FROM SAID LANDS ALL TREES, BRUSH, SHRUBBERY AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WITHIN OR OUTSIDE THE EASEMENT AREA WHICH MAY ENDANGER, OR INTERFERE WITH THE ACCESS, EFFICIENCY, AND SAFETY OF SAID LINES OR THEIR APPURTENANCES.
b. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
c. 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 GRANTOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.
d. WITH RESPECT TO THE UTILITY EASEMENT, THE RIGHT OF PEDESTRIAN, VEHICULAR, AND EQUIPMENT INGRESS AND EGRESS OVER THE UTILITY EASEMENT IS PERMITTED AND THE UTILITY MAY MAKE USE OF THE UTILITY EASEMENT FOR ITS PURPOSES, INCLUDING THE TEMPORARY PLACEMENT OF AND STORAGE OF VEHICLES AND EQUIPMENT.

GENERAL NOTES

1) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204), NAD83 (2011) EPOCH 2010.00. DERIVED FROM GNSS OBSERVATIONS AND THE ALLTERRA RTK NETWORK. DISTANCES SHOWN ARE GROUND DISTANCES AND IN U.S. SURVEY FEET.
2) THIS SUBDIVISION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, ENCUMBRANCES, ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3) IMPROVEMENTS NOT SHOWN HEREON NOR LOCATED BY THIS SURVEY.
4) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
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. 48209C0115G, EFFECTIVE DATE JANUARY 17, 2025, A PORTION OF THIS PROPERTY IS LOCATED IN ZONE "A", SPECIAL FLOOD HAZARD AREAS.
7) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
8) THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
9) THIS SUBDIVISION DOES NOT LIE WITHIN THE DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.
10) THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
11) THIS PROPERTY IS LOCATED WITHIN THE HAYS COUNTY E.S.D. (EMERGENCY SERVICE DISTRICT) 1 & 6.
12) ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
13) MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
14) HAYS COUNTY REQUIRES A MINIMUM 25' FRONT BUILDING SETBACK LINE.
15) NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
16) 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.
17) 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.
18) THE PROPOSED DEVELOPMENT WITHIN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH HAYS COUNTY DEVELOPMENT REGULATION 725 § 3.02.

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.

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.

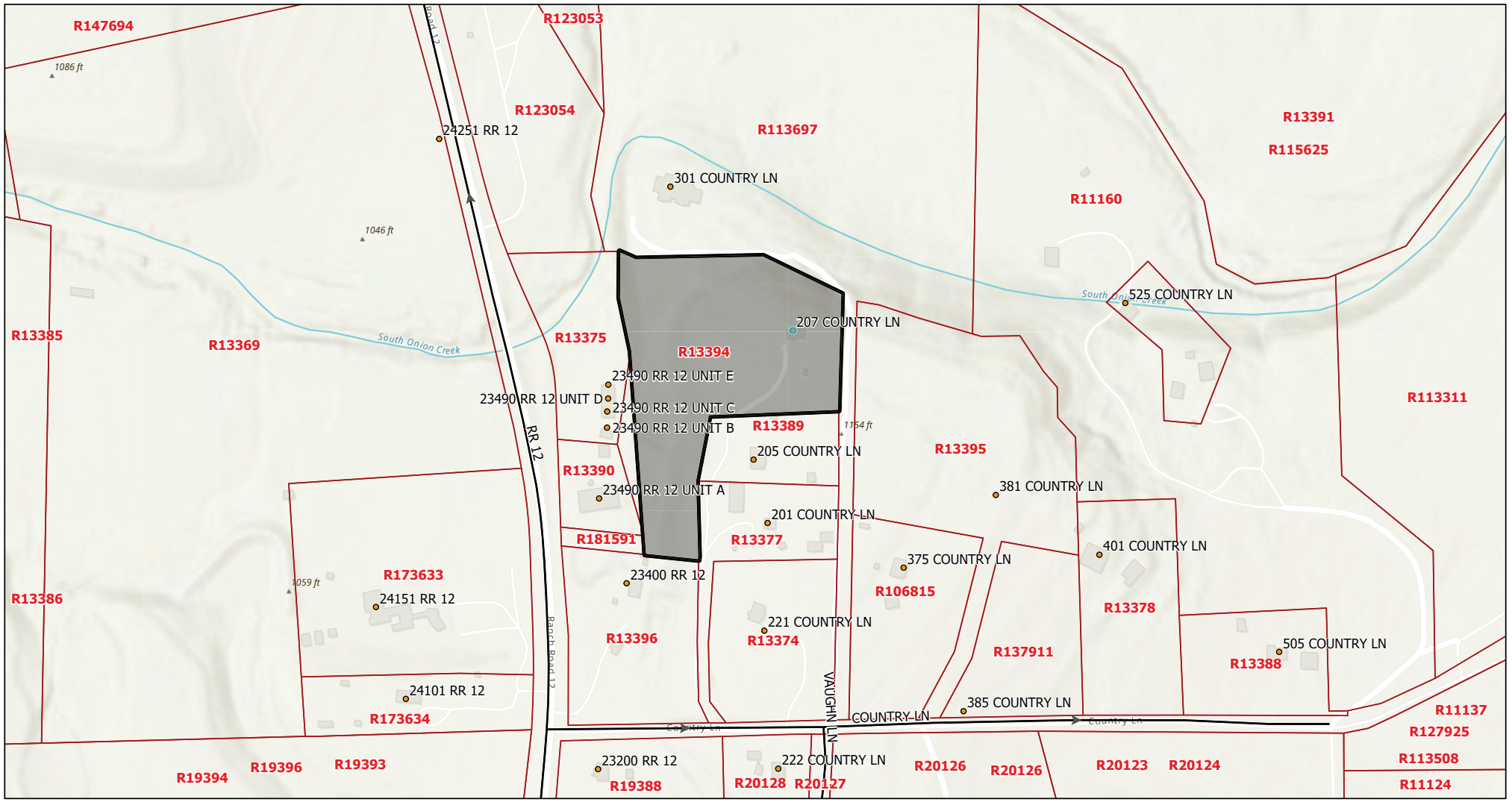
PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE.
01/27/2026

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

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

JOB NO.: 2862-26	
DRAWN BY: EJF	
CHECKED BY: CJJ	
SHEET: 1 OF 1	

Hays County Development Services Map



9/16/2026, 10:05:19 AM

1:3,565

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

- Override 1
- Override 1
- Address Points
- 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,

Hays County Development Services

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

Application Approved

Owner Information:
David Gee
207 Country Lane, Dripping Springs TX 78620
gee_david@hotmail.com

Date: 10/13/2026
Project ID: PLN-2968-NP
Project Name: Gee Estates Final Plat
Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

Planning Review

1. As of 10/13/2026: Technical Review Approved.
   Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.
   Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.
   A current Tax Certificate showing taxes paid will be required when recording the plat.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Michael Hembree
Planning Division
Hays County Development Services

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the revised Hays County Travel Policy. **INGALSBE/BOUTTE**

Summary

It is requested that Commissioners Court approve revisions to the Hays County Travel Policy that became effective on October 1, 2025. The policy establishes the requirements, limitations, and guidelines governing county employee business travel. Its purpose is to ensure that all trips are appropriate, efficient, and accountable in the use of public funds by county employees and officials. The proposed revision adds wording to the exemptions listed on page 3 to include Juvenile Probation and Juvenile Detention Center staff transporting detainees to court-ordered programs out-of-state. This is reflected in the last bulleted item on page 3.

Attachments

Travel Policy

HAYS COUNTY TRAVEL POLICY



Effective October 1, 2025

EFFECTIVE DATE

The following policy was adopted by the Hays County Commissioners Court on March 16, 1999, and amended September 30, 2025. All changes are effective October 1, 2025, and replace any previous county travel policy.

PURPOSE

Commissioner Court recognizes that expenditure of public funds for travel is necessary to conduct county business. This policy establishes appropriate requirements, limitations and guidelines for county employee business travel and ensure are legitimate, reasonable and appropriate, which will require accountability for the use of public funds by county employees and officials.

AUTHORITY

Upon adoption of this policy by Commissioners Court, the County Auditor shall be responsible for the implementation and interpretation of this policy, as well as enforcement of the policy, in accordance with Local Government Code, 112.006 and 112.007. The County Auditor shall issue, maintain and update any procedure, control and form needed to ensure compliance with this policy. The County Auditor shall notify Commissioners Court of any changes that may occur, as Hays County follows the Texas Comptroller of Public Accounts, and the GSA for setting the standard mileage rate and the standard per diem rate.

SCOPE

This policy applies to all county employees whose travel expenses are paid by public funds controlled by the county or county officials.

Lobbying: Commissioners Court (or its duly appointed designee) will present official county policy and the county stance on legislative bills and issues to the Texas and U.S. legislature. Unless specifically authorized by Commissioners Court, no other county official or employee is to expend public funds to communicate directly with a legislator or a member of their office staff in support of or in opposition to official county policy. Any county official or employee who chooses to meet with, discuss or otherwise attempt to influence legislative issues must do so at their own expense and in their Individual or elected capacity, not as a representative of Hays County.

GENERAL PROVISIONS

Unique or exceptional circumstances encountered during travel may be reimbursed at the at the discretion of the County Auditor. Expenditures deemed questionable may require additional consultation with the County Administrator and/or approval from the Commissioners Court.

Travel expenses utilizing the Purchasing Agent's credit card (i.e. hotel, airfare, conference registrations) require prior approval utilizing a Travel Advance Form. This form must be submitted to the County Auditor for review and approval before the credit card is used for any travel-related purchases.

COUNTY OFFICIAL / DEPARTMENT HEAD RESPONSIBILITY

County officials and department heads are expected to plan the out-of-county travel for themselves and their employees to achieve maximum economy and efficiency. The purpose of the trip should be the same as that travel approved in the individual departmental budgets in any particular fiscal year. All county reimbursed travel must be for OFFICIAL COUNTY BUSINESS ONLY.

It is the responsibility of the county official or department head to see that all Travel Expense Forms are properly completed and signed before being sent to the County Auditor.

If a travel advance is requested, it is the responsibility of the county official or department head to see that the form is presented to the County Auditor within the time restrictions set in the travel forms. When the person receiving the travel advance returns to the county, it is the responsibility of the county official or department head to see that the Employee Travel Expense Form is properly completed and sent to the County Auditor within ten (10) days. A copy of the Conference program must be attached to the travel advance when requesting an advance for a Conference. If the employee receives an advance and fails to complete the Employee Travel Expense Form within ten (10) days, future advances may not be allowed for that employee.

Any refund due to the County from the travel advance will be submitted to the County Treasurer and a copy of the Treasurer's receipt will be attached to Employee Travel Expense Form which is sent to the County Auditor.

It is the responsibility of the county official or department head to see that all reimbursement forms to the State of Texas, or any other reimbursing agency other than the county, are promptly submitted to the reimbursing agency, and when reimbursements are received to see that those funds are deposited with the County Treasurer and copies of receipts sent to the County Auditor.

It is the responsibility of the person traveling on official county business to keep all lodging and vouchers to be submitted to the County Auditor on the Employee Travel Expense Form. If the traveling employee requests to be reimbursed for actual expenses for travel-related expenses, that employee must submit supporting invoices or statements with the Employee Travel Expense Form to receive actual reimbursement. Expenses that are not supported by receipts will not be reimbursed.

It is the responsibility of the traveling employee to provide receipts for payments of dues and registration fees to be reimbursed.

In the event an official or employee of the County receives an overpayment for travel expenses, that overpayment will immediately be reimbursed to the County.

It is the responsibility of the county official and department head prior to departure to make a request of the Commissioners Court and receive permission for all OUT OF STATE TRAVEL. The following out-of-state travel is exempt from this policy:

- Elected Officials attending out-of-state conferences related to county business
- Sheriff's Office out-of-state travel when transferring prisoners
- Sheriff's Office out-of-state travel related to criminal investigations
- District Attorney's Office out-of-state travel related to criminal investigations
- Office of Emergency Services out-of-state travel related to deployment under a state or federal disaster declaration
- Juvenile Probation and Juvenile Detention Center staff transporting detainees to court-ordered programs

Any exceptions to this travel policy must be granted by the Commissioners Court in advance.

Section 152.011 of the Texas Local Government Codes gives the Commissioners Court the authority to set travel expenses and other allowances for all county officials and employees. The Commissioners Court allows reimbursement of travel on official county business when funds have been allocated in departmental budgets for that purpose

EMPLOYEE RESPONSIBILITY

Employees should use good judgement and be conscientious of their use of public funds for travel. An employee on an official county business should exercise the same care in incurring expenses and accomplishing official county business that a prudent person would exercise if traveling for personal business. Excess costs, indirect routes, delays or luxury accommodations unnecessary or unjustified in the performance of official county business are not considered as exercising prudent behavior.

Employees traveling on official county business must submit all original receipts for audit and reimbursement to the County Auditor on the Employee Travel Expense Form or risk being held personally liable for their travel expenses. Supportive documentation required may vary upon circumstances but must include vendor name, address, date of service, itemized listing of expense, and amount.

SUPPORTIVE DOCUMENTATION EXAMPLES

- Original itemized hotel receipt (indicating zero balance owed)
- Original airline ticket receipt
- Original baggage fee receipt
- Original car rental receipt and/or agreement
- Original toll receipts
- Original taxi receipt
- Original parking receipt
- Uber/Lyft receipt
- Original seminar/conference/training receipt confirmation
- Seminar/conference/training agenda

- Seminar/conference/training certificate of completion
- Mapping service print out (Mapquest, Google Maps, etc.)

The County Auditor has establish a deadline for submitting travel documentation, no more than seven working days after the arrival date. Original receipts, certificates of completion, or proof of house shall be submitted to the county Auditor's Office.

In the event a county employee fails to attend or check-in for the approved and paid-in travel site, the county employee is responsible to make all appropriate cancellations within reasonable time for a proper refund back to the County. Otherwise, any lost expenditures shall be deducted from the employee's salary. All excess travel funds not expended shall be returned to the County Treasurer's office.

Employees are personally responsible for any expense not allowed under this policy. Any employee found to be submitting false travel claims is subject to disciplinary action.

Hays County will not advance or reimburse funds, including, but not limited to the following:

UNALLOWABLE TRAVEL EXPENSE

- Alcoholic Beverages
- Dry Cleaning Services
- Entertainment Expenses
- Hotel/Health Club Charges
- Limousine/Luxury Car Rental
- Optional Insurance Charges on Car Rentals
- Long Distance Hotel Phone Call Charges
- Room Service, Bar, Water, Snacks
- Spa/Recreational Hotel Charges
- Movie Rental Charges
- Parking Fines
- Personal Items
- Gratuities

- Airline "Early Bird" Fees

Reasonable accommodation requests needed under the American with Disabilities Act should be coordinated with travel, transportation, lodging, meals and conference officials, as necessary, to comply with the needs of the employee.

All accidents should be reported to County Officials and the County Human Resources office.

GENERAL TRAVEL GUIDELINES

A. Lodging

The County will reimburse the traveling county employee for the actual cost of moderately priced lodging while traveling on official county business. The county employee will obtain a lodging statement which will be submitted with the Employee Travel Expense Form when the employee returns to the county. The County will not pay for lodging unless the meeting/conference site is at least 40 miles from the Historic Courthouse.

If the registration fee includes lodging the County will not reimburse the employee for lodging elsewhere unless advance approval is obtained from the Commissioners Court.

Those items which will be reimbursed on the hotel statement are:

- Business Telephone Calls
- Daily Room Charges
- Hotel Parking
- Necessary Hotel Charges
- Meal Charges (not to exceed the maximum daily per diems)

1. In general, the below items will not be reimbursed, however it is at the County Auditor's discretion to reimburse unforeseen expenditures which may require Commissioners Court approval.
    - Alcoholic Beverages
    - Dry Cleaning Services
    - Entertainment Expenses

- Hotel/Health Club Charges
- Limousine/Luxury Car Rental
- Optional Insurance Charges on Car Rentals
- Long Distance Hotel Phone Call Charges
- Room Service, Bar, Water, Snacks
- Spa/Recreational Hotel Charges
- Movie Rental Charges
- Parking Fines
- Personal Items
- Gratuities

The county employee may obtain a travel advance for lodging. If the actual lodging charges are more than the travel advance, the employee will be reimbursed for the difference upon proper submission of Employee Travel Expense Form. If the actual lodging charges are less than the travel advance, the employee will reimburse the County for the difference within ten (10) days upon return.

Depending on travel arrangements, the County will reimburse the traveling county employee for a maximum of one-day lodging prior to the start of a conference or seminar, lodging during the time the conference or seminar is in session, and a maximum of one-day lodging after the end of the conference or seminar if travel distance will not allow the employee to reach their destination to or from the conference at a reasonable hour. Any additional lodging will be at the expense of the county employee unless proof is presented that the additional lodging is a result of extended county business.

For budget savings, county employees traveling together may at their discretion, share lodging accommodations; however, there is no requirement that employees do so.

LOCAL TRANSPORTATION EXPENSE REIMBURSEMENT

Several departments require their employees to travel within the county on official business. When a county employee uses a personal automobile for this purpose, the employee may be reimbursed for use of personal auto on official county business at the IRS rate per mile.

Before an employee may be reimbursed for local transportation there must first be a departmental budget allocation for Travel. This allocation will be made during budget hearings or through a budget amendment made by the Commissioners Court.

When there is a departmental budget allocation, the county employee requesting reimbursement for local transportation expenses must complete a form for this purpose and submit it to the County Auditor for reimbursement. The form to be used is the Automobile Mileage Reimbursement Form.

A Link to the travel forms is provided below.

Reimbursement for local transportation is made from odometer readings on the personal auto and description of the purpose of the official county business.

Employees do have the ability to utilize a pool car. Refer to the link below to register and reserve a pool car. If a Fuel Man card is not accepted, employees will be reimbursed for gasoline purchases.

https://haysvehiclereservations.checkfront.com/reserve/

APPROVED TYPES OF TRANSPORTATION

COMMERCIAL AIRLINES - Commercial airlines are normally the most economical mode of transportation, especially for out-of-state travel. Employees are encouraged to take advantage of reduced rates for advance reservations. Airline tickets may be paid for in advance directly to the airline or travel agency if the county employee will submit a Check Request Form when the cost of the airline travel is determined. The employee will attempt to purchase lowest available airline fare for the most direct airline route.

TAXI, RIDESHARE AND BUS FARES - The traveling county employee will obtain receipts for taxi or bus fares and will be reimbursed by the County for those fares relating to county business. Receipts or statements will be submitted to the County Auditor along with the Employee Travel Expense Form upon return to the county.

AUTO RENTAL - When it is necessary, or when it is more economical to rent a car than to utilize public transportation, the employee on official county business is entitled to reimbursement for the actual cost of renting the vehicle, including motor fuel and collision damage waiver insurance. The County will reimburse for a mid-size or small size car only. Car rental agreements, along with copies of receipts for fuel and other auto expenses, must be submitted to the County Auditor on Employee Travel Expense Form for reimbursement.

PERSONAL AUTOMOBILES - The County will pay the employee the IRS rate for each mile of use of their personal automobile while traveling in state, or out-of-county on official county business. The mileage payment will be based on the most direct route from the county to destination where county business takes place plus a reasonable reimbursement for business mileage traveled while at the destination. No other automobile expense will be paid to the employee other than the fixed price per mile as set by IRS and adopted by the Commissioners Court. All out-of-state travel on official county business will be reimbursed at commercial airline rates. All mileage is calculated from the employees' County office.

COUNTY OWNED AUTOS - The County will only pay actual expenses, such as gas, oil or other maintenance items. Receipts are required for all of these items.

OTHER: Employees will not be reimbursed for transportation expenses for any activity in which travel is provided for conference participants and included in the conference registration fee.

TRAVEL EXPENSE FORMS

The following Travel Expense Forms are used by the County to report travel expenses for official county business.

Employee Travel Expense Form must be completed for ALL requests for reimbursement for official county business travel. Expense forms must be brought forward with this form. If a travel advance is made, this form must be filed in order to relieve the employee from liability for any travel advances received.

Prisoner Transfer Travel Expense Form must be completed for all requests for reimbursement for transporting prisoners and is of primary concern to the Sheriff and Probation Departments. This form may be used for travel advance for transporting prisoners but in any case, the total of this form must be transferred to the Travel Expense Form for final request for reimbursement.

Travel Advance Form must be completed for all requests for travel advances. This form must be received by the County Auditor no later than 30 days prior to the required business trip. Employee Travel Expense Forms MUST ALWAYS be submitted on all advance requests after employee returns from official county travel.

Automobile Mileage Reimbursement Form must be completed for all requests for reimbursement for travel performed within the county on a monthly basis.

Check Request Form must be completed if you prefer the County Auditor to make payment directly to the vendor for the cost of hotel, registration, airline, etc. This is the preferred method of payment to these vendors but must be presented to the County Auditor in sufficient time to meet the payment deadline as required by each vendor.

Travel forms are located on the Accounts Payable Webpage. Click on the link below to download.

https://www.hayscountytx.gov/deparments/intranet

AMENDMENT DATES

October 27, 2026

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Michael Berlad

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for the Development Services Director, Michael Berlad, and Senior Planner, Colby Machacek, to attend the MyGovernmentOnline (MGO) National Conference on December 9th–December 11th 2026 in New Orleans, Louisiana in an amount not to exceed $3,000.00. **INGALSBE/BERLAD**

Summary:

Out-of-state travel is needed to send Michael Berlad and Colby Machacek to the MyGovernmentOnline (MGO) National Conference on December 9-11, 2026 in New Orleans, Louisiana. The MGO software is currently used by three departments for various plan review & permits required by the County. By attending the conference, Mr. Berlad & Mr. Machacek will be able to enhance their understanding of the best management practices, new software updates & functionality, software automation, receive hands-on training from MGO staff, and work alongside other jurisdictions. Funding for travel expenses, including but not limited to hotel, mileage or airfare, and meal per diem will be paid for out of the Development Services Continuing Education Fund.

Fiscal Impact:

Amount Requested: $3,000 estimate (includes air fare, conference registration, hotel, per diem, car rental, etc.)
Line Item Number: 001-657-00.5551

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: expenses must follow the purchasing and travel policy

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

Attachments

MGO National Conference



MGO Connect Live 2026 National Conference

AI-Powered. Admin-Driven.

December 9th, 10th, & 11th

New Orleans, LA

The 2026 MGO Connect Live National Conference builds on the success of our record-breaking 2025 event by expanding space, content, and opportunities to connect. The result is a conference that is **bigger, deeper, and more connected**, while remaining affordable and focused on real-world value for jurisdictions.

What's New for 2026

- Entire second floor dedicated to breakout sessions and networking rooms
- More breakout sessions for deeper training, role-based discussions, and peer collaboration
- Expanded content across permitting, inspections, administration, and platform strategy
- Texas Conference consolidated into the National Conference to deliver a single, higher-quality flagship event
- Unveiling of new MGO AI-powered features, announced first at the conference
- Hosted New Orleans meal on Day One
- Everything you value about past MGO conferences—just expanded and improved



Based on attendee feedback, we made the decision to consolidate the Texas

Conference into the National Conference.

Why One National Conference?

Based on attendee feedback, we made the decision to consolidate the Texas Conference into the National Conference. This allows us to:

- Keep registration fees low
- Invest in larger meeting space
- Deliver more consistent, higher-quality content
- Ensure all jurisdictions receive the same announcements, training, and product updates

Rather than splitting resources across multiple events, we're focusing on one conference that delivers the most value possible.

Registration Pricing

- Early Bird Registration:$100 per person(Available for a limited time)
- Standard Registration (after July 1):$150 per person
- Duration: 2.5 days of content
- Attendance Limit: 250 participants

Past conferences have reached capacity. Early registration is strongly encouraged.

Why a Registration Fee?

For the first time, a modest registration fee has been introduced to support:

- Expanded conference space
- Additional breakout rooms and sessions
- Improved networking and training opportunities

The 2026 National Conference will feature the first public unveiling of several new MGO AI-powered capabilities.

AI at MGO: What's Coming Next

The 2026 National Conference will feature the first public unveiling of several new MGO AI-powered capabilities, focused on:

- Improving administrative efficiency

- Enhancing accuracy and consistency
- Supporting staff with intelligent, workflow-driven tools

If you want a first look at where the MGO platform is headed, this conference is where it will be announced.

How to Register

Registration is available at: live.mgoconnect.org

Important notes:

- Registration requires an MGO Connect Customer Portal account
- This is separate from your jurisdiction login
- If you do not already have an account, we recommend creating one using your personal email address

After submitting the registration form:

- You will receive an invoice by email with payment instructions.
- Payment may be submitted by check, listing all attendee names, mailed to:

  South Central Planning & Development Commission (SCPDC)
  P.O. Box 1870
  Gray, LA 70359
  Reference:MGOC Live 2026
- Once payment is received, a confirmation email will be sent to finalize your registration.

Jurisdictions registering multiple attendees may submit a single payment covering multiple invoices.

Frequently Asked Questions

Is this the only MGO conference in 2026?
Yes. The Texas Conference has been consolidated into the National Conference to provide a single, higher-quality event.

Has anything been removed from previous conferences?
No. All core elements remain, with additional space, sessions, and content added.

Can my jurisdiction send multiple staff members?
Yes. Multiple attendees from the same jurisdiction are welcome, subject to overall capacity.

Is there a discounted group rate for the hotel?
Yes. A discounted group rate is available for conference attendees. To receive the group rate, please reserve your hotel room using one of the options below:

- Online Reservation
  Reserve online using the official group booking link

AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Cohen

Agenda Item:

Authorize the execution of an engagement letter with Davis Kaufman PLLC in the amount of $75,000.00 related to the 90th legislative session of the Texas Legislature, and amend the budget accordingly. **COHEN/BOUTTE**

Summary:

Fiscal Impact:

Amount Requested: $75,000
Line Item Number: 001-645-00.5463

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
$38,000 - Increase Legislative Administrative Expense 001-645-00.5463
($38,000) - Decrease Insurance 001-645-00.5340

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office

G/L Account Validated Y/N?: Yes, Legislation Administrative Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Engagement Letter

DAVIS KAUFMAN PLLC

October 19, 2026

Transmitted via email

Hays County Commissioners Court
111 East San Antonio Street, Suite 202
San Marcos, Texas 78666

Dear Commissioners,

Davis Kaufman PLLC ("Firm") deeply appreciates the opportunity to submit this proposed engagement letter for the representation of Hays County ("Client" or "County") on matters relating to monitoring legislative and regulatory activities and providing direct advocacy before the executive and legislative branches of Texas government.

It is our firm's practice at the beginning of an engagement to send this letter confirming the identity of the client and the nature of the work to be performed. In addition, we use this letter to summarize our billing and payment arrangements, and we ask that you acknowledge the terms of our engagement set forth in this letter by signing and returning a copy of this letter to the undersigned via electronic or first-class mail.

This engagement reflects our most recent discussion about the scope of services that the County believes would be necessary and appropriate.

Client

In this engagement, our representation is solely of Hays County.

Scope of Services

Davis Kaufman will provide the following services for representation of the client in Texas:

- Engage in direct advocacy and representation before the executive and legislative branches of Texas government including arranging, attending, and coordinating meetings between the County Judge, Commissioners, and County staff with the offices of the appropriate representatives of the House, Senate, Governor, Lieutenant Governor, and House Speaker.

- Meet with County leadership, Commissioners Court members, and appropriate departments to identify the County's legislative priorities;
- Assist the County Administrator and staff of the County in preparing a legislative agenda and priorities for consideration and approval by the Commissioners Court;
- Assist the County Administrator and staff in preparing and reviewing resolutions, proposed legislation and other documents for the 90th Legislative Regular Session;
- Monitor filed legislation of interest to Hays County and identify bills that may impact the County;
- Draft proposed legislation, amendments, riders, and other related legislative materials (talking points, etc.) for the County as requested and develop a strategy to seek successful passage;
- Report regularly to the County regarding action on specific bills of interest;
- Help secure authors, co-authors, sponsors, and co-sponsors of proactive legislation;
- Provide periodic reports (oral or written) to Hays County on said legislation;
- Assist the County in identifying witnesses and preparing a strategy for committee action prior to hearings in appropriate committees;
- When proactive bills pass both houses of the Texas Legislature, work with the Governor's Office to secure the Governor's signature;
- Monitor interim committee activities and issues of interest to the County, including interim committee studies; and
- Provide a "post-session" report summarizing the disposition of County legislative priorities and recommended follow-up for expiration of this Engagement.

Term, Fees, and Expenses

This engagement is only for this matter. Any amendments or modifications to this agreement must be in writing and signed by all parties.

Our compensation for this representation shall be $75,000 payable as a monthly retainer of $6818.18 for a period of 11 months commencing with on November 1, 2026 and ending on September 30, 2027. The retainer shall be due on the 1st of each calendar month.

Although we do not anticipate making any expenditures on your behalf, if we do, those will be subject to your review and approval.

Conflicts

We have performed a conflicts check and believe that we are free to undertake this matter under the applicable standards governing the rules of professional conduct.

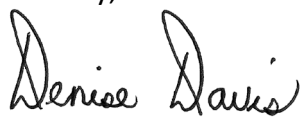
Governing Law and Compliance

Texas law shall govern the terms of this engagement. Davis Kaufman agrees to perform the services in a lawful, ethical manner in accordance with all applicable laws and regulations relating to such activities.

Conclusion

We appreciate the opportunity to represent Hays County and look forward to your response. Should you have any questions or need additional information, please do not hesitate to contact me at 512-797-7237.

Sincerely,



Denise Davis
Partner
Davis Kaufman PLLC

Agreed to and accepted on _____ (Date)

By: _____
Hays County Commissioners Court

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Karl Flocke, Tammy Crumley

Sponsor: Judge Becerra

Agenda Item:

Approve payment to SHI Government Solutions in the amount of $9,257.40 for the Parks Department, and $922.77 for the Facilities and Resource Management Department, where no purchase order was obtained per the Hays County Purchasing Policy. **BECERRA/FLOCKE/CRUMLEY/HUNT**

Summary:

The annual renewal for the Checkfront software was due on October 1, 2026, but purchase orders were not obtained by the Parks and Facilities & Resource Management departments. Due to the requirements by SHI Government Solutions, a purchase order is still required in order to obtain an invoice from them.

Fiscal Impact:

Amount Requested: $10,180.17
Line Item Number: 001-695-00.5429 $922.77
001-700-00.5429 $9,257.40

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: a PO was not opened prior to services starting. SHI requires a PO in order to invoice the County. SHI's utilizes the Omnia Contract 2024056-02

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

SHI Quote

Pricing Proposal
Quotation #: 27818111
Reference #: Prev PO#: 2026-00000302
Created On: 8/3/2026
Valid Until: 9/28/2026

TX-County of Hays Auditor

Stephanie Hunt
Uhland, Texas 78610
United States
Phone: (512) 393-2267
Email: stephanie.hunt@co.hays.tx.us

Inside Account Manager-Public Sector

Bianca Lee
3828 Pecana Trail
Austin, TX 78749
Phone: 800-527--6389
Email: bianca_lee@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Annual Enterprise License (User Accounts) Math2Market - Part#: NPN-CHECK-ANNENTER Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 10/1/2026 - 9/30/2027 **Note:** jwna.checkfront.com. one year renewal	12	$771.45	$9,257.40
2	Annual Enterprise License (User Accounts) Math2Market - Part#: NPN-CHECK-ANNENTER Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 10/1/2026 - 9/30/2027 **Note:** haysvehiclereservations.checkfront.com. one year renewal	3	$307.59	$922.77
			Total	$10,180.17

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The Term will automatically renew for successive one (1) year terms unless either Party provides the other Party with written notice of its intention not to renew not less than 30 days prior to the end of the then current Term.

Additional Staff Accounts priced as per the pricing table above (per year/recurring) if more need to be added in the future.

Customer's use of the products/services quoted is governed by the terms at this link: https://www.checkfront.com/terms

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Judge Becerra

Agenda Item

Authorize the execution of the amended Texas Association of Counties 2027 Employee Health Benefits Renewal Agreement, including Exhibit A establishing retiree medical insurance premium rates and County contributions, pursuant to RFP 2024-P11 Employee Group Health, Dental, and Employee Assistance Plans. **BECERRA/GRANJENO**

Summary

The Commissioners Court previously approved the Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) renewal for Plan Year 2027, effective January 1, 2027. This amendment updates the Renewal Notice and Benefit Confirmation to incorporate Exhibit A, which establishes retiree medical insurance premiums and County contribution amounts based on the retiree's years of service and selected coverage tier.

Exhibit A outlines the applicable premium rates for all three medical plans, including the County's contribution toward eligible retirees' coverage. The amended renewal also reflects updated employer contribution amounts and wellness and non-wellness premium rates for active employees.
All other previously approved renewal provisions, including benefit administration, administrative fees, and stop-loss coverage, remain unchanged.

The amendment provides TAC HEBP with the County's approved premium and contribution schedules for administration of the 2027 plan year.

Purchasing: RFP 2024-P11 Employee Group Health, Dental, and Employee Assistance Plans

Attachments

PY27 Amended Renewal
Exhibit A

Texas Association of Counties
Health and Employee Benefits Pool

July 31, 2026

Hon. Ruben Becerra
Hays County Judge
111 E. San Antonio St, Ste 300
San Marcos, TX 78666

Dear Judge Becerra:

Thank you for your continued partnership with the Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP). We appreciate the opportunity to support Hays County and your employees' benefit needs. Enclosed are your renewal materials for the upcoming plan year.

Hays County's Renewal Rate Summary:

- Medical & Rx administration and program costs are increasing by 1.0%.
  - Medical administration fee + service fee will increase from $33.61 PEPM to $33.89 PEPM, per third year guaranteed rate of $33.89.
- *Rx administration fee increased from $1.72 PEPM to $1.77 PEPM. The Pool will continue to pay the Rx Rebate aggregator fee ($0.40 PMPM) on behalf of the County.
- Wellbeing Management program fee increased from $4.27 PEPM to $4.31 PEPM.
  - MDLive Telehealth fee increased from $0.55 PEPM to $0.56 PEPM.
- Overall Medical & Rx program costs increased from $41.77 PEPM to $42.19 PEPM. This fee includes the Medical administration fee, Rx administration fee, Wellbeing Management (Enable), and MDLive Telehealth fee.
- TAC HEBP will continue providing a monthly credit for the $70.00 PEPM minimum Rx rebate guarantee.
  - Rebates will be reconciled quarterly, with the county receiving an 80% share, subject to the $70.00 PEPM minimum credit.
  - Hays County has achieved $80.78 PEPM or $1,154,854 in earned rebates over the last 12 months.
- Specific Stoploss rate will increase 11.6% from $107.82 PEPM to $120.29 PEPM (TAC's SSL renewal is firm and includes Rx, no lasers at renewal, no SSL claims to file, and immediate funding.)
- The Aggregate Stoploss (ASL) rate will increase 2.7%, from $2.20 to $2.26 PEPM.
  - Expected claims are projected to remain relatively **flat**, increasing from $1,314.17 PEPM to $1,315.47 PEPM.
  - The Aggregate Attachment Point Factor is increasing 0.1%, moving from $1,642.71 to $1,644.34.
- Dental administration fee remains flat at $2.38 PEPM (**no increase**).
- Affordable Care Act Fees (ACA): The HEBP Board voted to pay 2026 ACA fees on behalf of ASO groups. Refer to 'Health Care Reform Updates' document for details.
- Hays County has the option to add additional BCBSTX Wellbeing Management and other wellness programs. See attached Healthy County ASO Benefit Election form for more details.
- In summary, total fixed costs excluding Rx rebates will increase by 8.5% or approximately $193,317 for PY2027, primarily driven by SSL rate increase.

*$200 per specialty Rx script for applicable Access Guidance drugs paid by the group.

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Next Steps:

WHEN IT'S DUE: Once your renewal benefit decision has been approved, complete the following:

1. **Print and initial/sign** where indicated on the:
   - ✓ Renewal Notice and Benefits Confirmation (RNBC)
   - ✓ Rate Exhibits
   - ✓ Hays County Custom Plan 3 Benefit Highlights – The deductible and out-of-pocket maximum have been updated to meet ACA maximum requirements.
   - ✓ Healthy County Program Elections – Contact your TAC Wellness Consultant, ***Tasha Brent*** *(TashaB@county.org) or at* ***(800) 456-5974*** if you have any questions.
   - ✓ County Specific Incentives (CSI) Program Elections
   - ✓ Advance Payment Review Election Form
   - ✓ Newborn Coverage Election Form
   - ✓ Viscosupplementation Therapy Election Form

Return the completed documents to TAC HEBP via email or fax them to (512) 481-8481 on or before **October 07, 2026**.

2. **Contact** me right away if you:
   - ✓ Want to discuss alternate plans or to learn about the impact of changes to your plan
   - ✓ Want information about other TAC HEBP employee benefit plans (dental, life, or vision)
   - ✓ If you are contemplating modifications to your personnel policies that will impact benefits, such as adding/dropping retiree benefits, changing your waiting period, or other related changes.

- **EMPLOYEE ANNUAL ENROLLMENT***:* You have the option to allow employees to make their annual enrollment changes online through the Employee Self-Service (ESS) portal by logging on to https://mybenefits.county.org.

- **ANNUAL ENROLLMENT TOOLKIT**: This will be sent via email by October 21, 2026, and contains the forms and notices your group will need to process employee benefit renewals.

- **RESOURCES AND RENEWAL MATERIALS: Click** the link for *Plan Year 2027 Renewal Resources* to access information on available employee benefit plans. The link includes the renewal timeline calendar, RNBC online processing instructions, ACA updates, FAQs, and additional helpful materials. Bookmark this URL for easy access to materials throughout renewal.

TAC HEBP understands how valuable healthcare benefits are for your employees and their families. We appreciate your partnership with the Pool and want to continue helping Hays County offer this important benefit. Again, we thank you for your membership in the Pool and look forward to working with you during the upcoming year.

Sincerely,

Hailey Gajewski

Hailey Gajewski
Employee Benefits Consultant
Texas Association of Counties Health and Benefits Services Department
HaileyG@county.org | (800) 456-5974

Texas Association of Counties
Health and Employee Benefits Pool

Hays County

ASO AND STOPLOSS EXHIBIT
HEALTH

Med/Rx Plans: 3 TAC plan options
current inforce

Effective Date = 1/1/2027

	Composite		Annual *
Assumed employee enrollment	1,244		1,244
Expected Claims			
Expected paid claims - medical	$1,009.70		$15,072,802
Expected paid claims - Rx	$305.77		$4,564,535
Total Expected Paid Claims	$1,315.47	pepm	$19,637,336
Contractual Rates:			
Base Administration Charge **	$30.39		$453,662
Service Fee	$3.50		
BCBS Wellbeing Management - Enable level (base plan)	$4.31		$64,340
MD Live Telehealth (w/Behavioral Health)	$0.56		$8,360
Estimated Rx Admin cost (see note 9 below)	$3.43		$51,203
Stoploss Charges			
$200,000 per Participant (medical and Rx)	$120.29		$1,795,689
125% Aggregate (medical and Rx)	$2.26		$33,737
Total Monthly Contractual Fixed Costs	$164.74	pepm	$2,406,991
Guaranteed Minimum Rebate Fee Credit	$70.00	pepm	
Total Mo. Billable Rate for Fixed Costs	**$94.74**	pepm	
Maximum Claim Liability Factor * **	$1,644.34	pepm	$24,546,708 ***

Minimum funding amounts should include expected paid claims (EPC), administration, stoploss charges and estimated reserves. If actual paid claims exceed EPC, the County will be required to make additional funds available up to the Maximum Claim Liability.

* This **annual** projection is based on current enrollment; the actual results will differ.

** Costs associated with special services or custom materials provided will be billed separately from the Administrative Charges outlined in this exhibit.

*** This **annual** aggregate amount is based on current enrollment; in no event will the group's Claim Liability be less than: $23,319,373

Optional Services (see information on additional programs)	**PEPM**	Annual enrollees = 1,244	
BCBS Wellbeing Management add-on services			
Expanded Utilization Mgt - Pain mgt, joint & spine surgery	$1.25	$18,660	*OR*
Expanded Utilization Mgt - Advanced Imaging & Cardiology	$0.94	$14,032	
MD Live Telehealth Program (with or without Behavioral health)			
Medical Only	$0.49	$7,315	*OR*
Medical and Behavioral Health	$0.56	$8,360	

TERMINATION			
Run-Off Administration	$0.00		$0
Run-Off Liability Factor	$434.56		$1,621,778
		Total	$1,621,778

At termination, BCBS will process run-off claims for 12 months. The run-off factors above will be multiplied by the total number of enrolled employees for each of the three months immediately preceding contract termination. The result will be the obligation of the group.

In addition, the following provisions will apply:

The rates above are effective for **twelve** months contingent upon:

1) The effective date will be not be later than **01/01/27**
2) The County pays 100% of the employee - only cost for Plan 3;
3) A minimum enrollment of **1,244** employees with **43%** carrying dependent coverage;
4) A monthly enrollment of no fewer than **1,182** employees;
5) The maximum medical and prescription drug claims for each participant applying to the aggregate stoploss is $200,000
6) Medical and Rx claims will apply to both the aggregate and the specific stoploss insurance subject to the levels identified above;
7) Basis of stop loss: both aggregate and specific stop loss are being offered on a Paid basis during the policy period indicated above.
8) The County is required to fund bank account for medical and Rx claims;
9) The actual Navitus Rx admin cost will be $1.77 per member per month (PMPM). We have converted it to a per employee basis herein;
10) The county will receive no less than 80% of earned rebates. Monthly billing will reflect a $70 PEPM rebate credit. TAC will conduct quarterly settlements paid to the county, subject to the $70 PEPM credit and reconciled annually.
11) TAC HEBP retains the right to change this amount for any formulary changes the county specifically requests which might affect our rebate proj

Proprietary and Confidential

Run date: 7/31/26

Signature of Contracting Authority: _____ Date: _____

Texas Association of Counties Health and Employee Benefits Pool

Hays County

ASO EXHIBIT

DENTAL

Dental Plan:

Modified TAC Choice II w/ Ortho (with $1,250 ann max; $1,250 Ortho max)

AD = **1/1/2027**

	Composite		**Annual***
Assumed employee enrollment	**1,278**		1278
Total Expected Paid Claims *	$53.73		$824,003
Administration Charge	$2.38		$36,500
Monthly Fixed Cost	$2.38		$36,500
Employer Account Minimum Balance:	$34,333		

* This annual projection is based on the current enrollment; the actual results will differ.

The rates above are effective for **twelve** months contingent upon:

1) An effective date no later than **1/1/2027**
2) The County paying 100% of the employee only cost for all lines of coverage
3) A monthly enrollment of no fewer than **1,214** employees
4) No additional taxes being imposed and no increase in existing taxes
5) The County is required to fund bank account for dental claims.

Signature of Contracting Authority:

_____ Date: _____

Proprietary and Confidential

Plan Year 2027 Benefit Updates

Senate Bill 896 Update
Advance Payment Review
Viscosupplementation Benefit Exclusion

Senate Bill 896 Update

Effective January 1, 2026

Senate Bill 896 requires health plans to extend newborn coverage protections by increasing automatic newborn coverage from 30 to 60 days and allowing members up to 60 days to notify the carrier and submit premium payment to enroll their newborn. During the 60-day period, plans may not exclude or limit coverage for congenital defects or required newborn screening tests.

Self-insured groups may opt out of this requirement. For fully insured groups, TAC HEBP will determine whether to adopt the revised newborn enrollment period, subject to Board review.

At renewal, self-insured groups have the option to:

1. **Opt-In** and extend automatic newborn coverage from 30 days to 60 days after the birth of a child;
2. **Opt-Out** and continue with automatic 30-day newborn coverage.

To make an election, please complete the enclosed SB 896 election form. Your selected option will become effective on your group's anniversary date.

Viscosupplementation Therapy

Viscosupplementation therapy is a treatment for osteoarthritis of the knee that involves injecting a gel-like substance into the affected joint to mimic natural fluids in the body.

Beginning in 2026, BCBSTX began excluding coverage because long-term clinical studies show viscosupplementation offers little meaningful benefit, and major medical guidelines no longer recommend its routine use.

Effective October 1, 2026, TAC HEBP will begin excluding this service from benefits for our fully-insured Pooled groups.

At renewal, self-insured groups have the option to exclude this benefit. To make an election, please complete the enclosed Viscosupplementation Therapy Election form.

Advance Payment Review Program

Advance Payment Review (APR) is an enhanced claim audit feature offered through our vendor partner Blue Cross Blue Shield of Texas (BCBSTX).

This audit feature will significantly reduce self-insured group's medical spend through a detailed claims review via advanced, automated claim editing and in-depth forensic reviews of complex hospital bills to identify errors and wasteful spend. The Advanced Payment Review capabilities include:

- Advanced claim edits
- Service line review
- Laboratory claim edits
- Out of network rate negotiation and pricing services
- Data mining and post-pay recover
- Provider audit
- Coordinator of benefit reviews

The Pool participates in this advanced payment review audit functionality. TAC HEBP realized savings of $4.6M in 2025. See your Employee Benefits Consultant for savings specific to your county or district.

By electing this new audit feature, ASO groups will save two ways:

1. Admin fee reduction of $1.20 PEPM
2. Estimated additional savings found through these audits

For PY2027, please indicate your preference on the enclosed Advance Payment Review Benefit Election form.



2027 Renewal Notice and Benefit Confirmation

Group: 398611 – Hays County **Anniversary Date: 1/1/2027**

Return to TAC by: 10/07/2026

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to meganw@county.org.

For any plan or funding changes other than those listed below, please contact Megan West at 1-800-456-5974.

MEDICAL – PLAN 1 ($500 DEDUCTIBLE)

Medical Buy-Up: Custom PPO Plan $25 Copay, $30 Spec Copay, $500 Ded, 80%, $3500 OOP Max,
RX Plan: Custom Rx $10/20/45, $0 Deductible

Your payroll deductions for medical benefits are: **Pre Tax & Post Tax**

PY2027 Funding Levels

Active and Elected Officials

Tier	Current Funding	Non-Wellness Rates: New Amount Employer Funds	Non-Wellness Rates: New Amount Employee Pays	Wellness Rates
Employee Only	$1,105.63	$ 1248.42	$ 57.91	$ 51.94
Employee + Spouse	$1,105.63	$ 1248.42	$ 496.40	$ 445.20
Employee + Child	$1,105.63	$ 1248.42	$ 377.90	$ 338.92
Employee + Children	$1,105.63	$ 1248.42	$ 377.90	$ 338.92
Employee + Family	$1,105.63	$ 1248.42	$ 842.20	$ 755.34

Retirees

Tier	Current Funding	New Amount Employer Funds	New Amount Retiree Pays
Employee Only	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Spouse	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Child	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Children	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Family	$ Exhibit A	$ Exhibit A	$ Exhibit A

_____ **Initial to accept Medical Plan and New Rates.**

MEDICAL – PLAN 2 ($1,000 DEDUCTIBLE)

Medical Buy-Up: Custom EPO Plan $25 Copay, $40 Spec Copay, $1000 Ded, 80%, $4000 OOP Max,
RX Plan: Custom Rx $10/20/45, $0 Deductible

Your payroll deductions for medical benefits are: **Pre Tax & Post Tax**

PY2027 Funding Levels

Active and Elected Officials

Tier	Current Funding	Non-Wellness Rates: New Amount Employer Funds	Non-Wellness Rates: New Amount Employee Pays	Wellness Rates
Employee Only	$1,105.63	$ 1248.42	$ 30.66	$ 27.50
Employee + Spouse	$1,105.63	$ 1248.42	$ 263.81	$ 236.60
Employee + Child	$1,105.63	$ 1248.42	$ 240.51	$ 215.70
Employee + Children	$1,105.63	$ 1248.42	$ 240.51	$ 215.70
Employee + Family	$1,105.63	$ 1248.42	$ 429.28	$ 385.00

Retirees

Tier	Current Funding	New Amount Employer Funds	New Amount Retiree Pays
Employee Only	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Spouse	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Child	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Children	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Family	$ Exhibit A	$ Exhibit A	$ Exhibit A

_____ **Initial to accept Medical Plan and New Rates.**

MEDICAL – PLAN 3 ($3,500 DEDUCTIBLE)

Medical Basic: Custom HSA Plan $3500 Deductible
RX Plan: Custom HSA Rx $10/40/70, $0 Deductible

Your payroll deductions for medical benefits are: **Pre Tax & Post Tax**

PY2027 Funding Levels

Active and Elected Officials

Tier	Current Funding	Non-Wellness Rates: New Amount Employer Funds	Non-Wellness Rates: New Amount Employee Pays	Wellness Rates
Employee Only	$1,022.30	$ 1165.09	$ 11.50	$ 0.00
Employee + Spouse	$1,022.30	$ 1165.09	$ 191.78	$ 172.00
Employee + Child	$1,022.30	$ 1165.09	$ 173.94	$ 156.00
Employee + Children	$1,022.30	$ 1165.09	$ 173.94	$ 156.00
Employee + Family	$1,022.30	$ 1165.09	$ 312.20	$ 280.00

Retirees

Tier	Current Funding	New Amount Employer Funds	New Amount Retiree Pays
Employee Only	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Spouse	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Child	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Children	$ Exhibit A	$ Exhibit A	$ Exhibit A
Employee + Family	$ Exhibit A	$ Exhibit A	$ Exhibit A

_____ **Initial to accept New Medical Plan and New Rates.**

DENTAL

Dental: Custom Plan II w/Ortho 100% Prevent.; $50 Ded; 80% Basic; 50% Major, $1250 Annual Max

Your payroll deductions for dental benefits are: **Pre Tax & Post Tax**

Active and Elected Officials

Tier	Current Funding	New Amount Employer Funds	New Amount Employee Pays
Employee Only	$33.74	$ 33.74	$ 8.10
Employee + Spouse	$33.74	$ 33.74	$ 24.50
Employee + Children	$33.74	$ 33.74	$ 19.50
Employee + Family	$33.74	$ 33.74	$ 51.50

Retirees

Tier	Current Funding	New Amount Employer Funds	New Amount Retiree Pays
Employee Only	$ 33.74	$ 0	$ 33.74
Employee + Spouse	$ 58.24	$ 0	$ 58.24
Employee + Children	$ 53.24	$ 0	$ 53.24
Employee + Family	$ 85.24	$ 0	$ 85.24

_____ **Initial to accept Dental Plan and New Rates.**

RETIREE INFORMATION

Please indicate how your group manages retiree coverage.

Your group allows retiree coverage for:

Medical: Pre-65 ☑ Post-65 ☑

Dental: Pre-65 ☑ Post-65 ☑

_____ **Initial to confirm Retiree Eligibility.**

EMPLOYEE SELF SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: ☑ Allow election changes on the ESS ☐ Do not allow election changes on the ESS

_____ **Initial to confirm ESS Elections.**

WAITING PERIOD

Waiting period applies to all benefits.

Employees	Elected Officials
30 days - 1st of the month following date of hire	30 days - 1st of the month following date of hire

_____ **Initial to confirm Waiting Periods.**

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration and fill out the COBRA rates below:

☐ Group process COBRA on OASYS

Group is responsible for fulfilling COBRA notification process and requirements.

☑ BenefitConnect COBRA Department coordinates COBRA Administration

WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.

Please list **non-TAC products** administered by WTW if applicable: Superior Vision

☐ Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

Group is responsible for fulfilling COBRA notification process and requirements.

Please provide group COBRA rates below:

Tier	COBRA Medical Rates Plan 1 ($500 Ded.)	COBRA Medical Rates Plan 2 ($1,000 Ded.)	COBRA Medical Rates Plan 3 ($3,500 Ded.)	COBRA Dental Rates
Employee Only	$ 1,306.33	$ 1279.08	$ 1,176.59	$ 39.74
Employee & Spouse	$ 1744.82	$ 1512.23	$ 1356.87	$ 58.24
Employee & Child	$ 1,626.32	$ 1488.93	$ 1339.03	NA
Employee & Children	$ 1,626.32	$ 1488.93	$ 1339.03	$ 53.24
Employee & Family	$ 2090.62	$ 1677.70	$ 1,477.29	$ 85.24

_____ **Initial to confirm COBRA Administration.**

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

☑ Broker ☑ Consultant

Agency Name	Smarter Benefits Solutions LLC
Consultant Representative	Julie Pena
Address	12300 Lostwood Circle Austin, TX 78748
Phone	210-240-3311
Fax	
Email	juliepena@mysbstream.com

Agency Name	The Yarbrough Agency
Broker Representative	Scott Yarbrough
Address	104 Sutties Ave. San Marcos, TX 78666
Phone	512-214-8730
Fax	
Email	scott@ytheyarbroughagency.com

_____ **Initial to confirm Broker or Consultant information**

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address 712 S. Stagecoach Trail

San Marcos, TX 78666

_____ **Initial to confirm Physical Mailing Address.**

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name/Title Stephanie Hunt / Purchasing Agent

Address 712 S. Stagecoach Trail, Suite 1012
San Marcos, TX 78666

Phone 512-393-2267

Fax

Email purchasing@hayscountytx.gov

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Isacc Ramirez / Benefits Manager

Address 712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666

Phone 512-393-2112

Fax 512-393-2227

Email Isacc.ramirez@hayscountytx.gov

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Erik Granjeno / HR Director

Address 712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666

Phone 512-393-2245

Fax 512-393-2227

Email erik.granjeno@hayscountytx.gov

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name	Isacc Ramirez	
Title	Benefits Manager	
Address	712 S. Stagecoach Trail, Suite 1063	
	San Marcos, TX 78666	
Phone	512-393-2112	
Fax		
Email	isacc.ramirez@hayscountytx.gov	

Name	
Title	
Address	
Phone	
Fax	
Email	

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name	Mariah Pacheco	Lauren Padron
Title	Employment & Compensation Coordinator	Human Resources Assistant
Address	712 S. Stagecoach, Suite 1063	
	San Marcos, TX 78666	712 S. Stagecoach Trail, Suite 1063 San Marcos, Texas 78666
Phone	512-393-2215	
Fax	512-393-2227	512-393-2223
Email	mariah.pacheco@hayscountytx.gov	lauren.padron@hayscountytx.gov

Name	
Title	
Address	
Phone	
Fax	
Email	

_____ **Initial to confirm Member Contact Designations.**

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.
***

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts 160 & 164 ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.

2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.

3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.

4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.

5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.

6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.

7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.

9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.

10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.

11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162.and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.

12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

I acknowledge that EMPLOYEES who are designated by the EMPLOYER have access to receive protected health information (PHI) from the PLAN (Texas Association of Counties Health and Employee Benefits Pool). These EMPLOYEES include those designated as the Billing Contact, Contracting Authority, County Representative, OASys User, Wellness Coordinator, and Wellness Sponsor.

_____

Printed Name of Contracting Authority

_____

Signature of Contracting Authority **Date**

PLAN INFORMATION

- RNBC must be received by 10/07/2026 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical and dental, as active employees regardless of age.
- If applicable, broker commissions are included in rates.

_____ **Initial to confirm Plan Information.**

RENEWAL CONFIRMATION SIGNATURE

Date:_____

_____

Signature of County Judge or Contracting Authority

_____

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

HAYS COUNTY - PY2027 HEALTHY COUNTY WELLNESS PROGRAM ELECTIONS

Current Program Elections	PY2027 Program Elections Eff.1/1/2027	Renewal Change Options
AIRROSTI Airrosti visit copays: **Plan 1** - $25.00 **Plan 2** - $25.00 **Plan 3** – Subject to Deductible and Co-Insurance	☑ Renew current election. ☐ Change (Indicate change in the next column).	☐ Airrosti visits will be covered by a patient copay of $_____ ☐ Airrosti visits will be subject to annual deductible and co-insurance
HEALTHY LIFESTYLE REWARDS Employees & Spouses are eligible for Healthy Lifestyle Rewards	☑ Renew current election. ☐ Change (Indicate change in the next column).	☐ Opt-In: Employees only will be eligible for rewards ☐ Opt-In: Both employees & spouses will be eligible for rewards Employees and/or Spouses can earn $25 per tier up to a max of $100 annually. ☐ Opt-Out of Healthy Lifestyle Rewards
EMPLOYEE ASSISTANCE (EAP) EAP is not included in the health benefit plan	☑ Renew current election. ☐ Change (Indicate change in the next column).	☐ Opt-In: We would like to participate in the EAP $1.07 per employee per month (PEPM) ☐ Opt-Out: EAP will not be included in our health benefit plan
TELADOC HEALTH We participate in Teladoc Health: ☑ Pre-diabetes ☑ Diabetes ☑ Hypertension	☑ Renew current election. ☐ Change (Indicate change in the next column).	☐ Opt-In: We would like to participate in Teladoc to include: ☐ **Pre-diabetes -** $30 per participant per month (PPPM) for year one; $32 PPPM for year two; $59 one-time fee for blood glucose meter | ☐ **Diabetes -** $65 PPPM; $59 onetime fee for blood glucose meter ☐ **Hypertension** - $30 PPPM; $65 onetime fee for blood pressure monitor. ☐ Opt-Out: We do not wish to participate in Teladoc.
MDLIVE TELEMEDICINE Medical & Behavioral Health: **Plan 1** - $0.00 copay **Plan 2** - $0.00 copay **Plan 3** – 100% of allowable after Plan Year Deductible	☑ Renew current election. ☐ Change (Indicate change in the next column).	☐ Opt-In: ☐ **Medical Only**: visit copay will be $_____ $0.49 PEPM + $48.00 claim cost ☐ **Medical & Behavioral Health**: visit copay will be $_____ $0.56 PEPM + $45.00 - $250 claim cost. ☐ Opt-out: MDLIVE will not be included in our health benefit plan
WONDR HEALTH Accepted participants are not capped.	☑ Renew current election. ☐ Change (Indicate change in the next column).	☐ Opt-In: We would like to participate in Wondr Health with: ☐ Accepted participants are capped at _____ per ☐ series or ☐ calendar year. ☐ Accepted participants are **NOT** capped Maximum annual medical claims cost up to $620 per participant. ☐ Opt-Out: We do not wish to participate in Wondr Health
OMADA We do not participate in Omada	☑ Renew current election. ☐ Change (Indicate change in the next column).	☐ Opt-In: We would like to participate in Omada Maximum annual medical claims cost per participant $1,195 (estimated average costs are $624 per participant) ☐ Opt-Out: We do not wish to participate in Omada
WELLBEING MANAGEMENT **Enable:** Includes: Comprehensive Utilization Management (UM); Specialty Drug Preauthorization Expansion; Outpatient UM Expansion; Behavioral Health Enhancements; Well onTarget Portal; 24/7 Nurseline; Women's & Family Health; Special Beginnings; Blue Points Rewards; Digital Self-Managed Online Resources; Digital Health Partners: Teladoc Health, Wondr Health, and Omada.	☑ Renew current election. ☐ Change (Indicate change in the next column).	**Enable** (required) **-** $4.31 PEPM ☐ **Enable Enhancements** (select the Enable Enhancements below) ☐ Advanced Imaging, Cardiology, & Sleep Medicine UM Expansion - $0.94 PEPM ☐ Pain Management, Joint, & Spine Surgery UM Expansion - $1.25 PEPM ☐ Interactive Wellness Coaching Well onTarget - $0.11 PEPM

For questions regarding Wellness Program Elections, please contact your TAC Wellness Consultant.

Contracting Authority Signature: _____ Date: _____

Printed Name: _____ Title: _____

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

Hays County

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or via mobile app.

Hay County's CSI

Our records indicate that Hays County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2027 plan year, or if you would like to make modifications to your current design. If you select "Yes," your TAC HEBP Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

Current CSI > | Annual Exam: Wellness Rate |

Please select one:

☐ Yes, we would like to continue with the same CSI program for the 2027 plan year.

☐ We are interested in making changes to our CSI program.

County Name: __Hays County___

Printed Name and Title: _____

Contracting Authority Signature: _____

Date: _____

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

ADVANCE PAYMENT REVIEW ELECTION FORM

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) participates in the **Advance Payment Review (APR)** program offered through our vendor partner Blue Cross Blue Shield of Texas (BCBSTX).

Advance Payment Review (APR) provides pre-payment claims auditing to validate medical necessity, coding accuracy, and alignment with plan provisions. This process helps to identify potential savings before claims are paid. See your Employee Benefits Consultant for savings specific to your county or district.

Benefits of participating in the APR program include:

- Reduction of overpayments and billing errors;
- Improved consistency and accuracy in claims adjudication; and
- Support for cost containment and long-term financial savings.

There is no upfront cost. BCBSTX shares in the savings generated through its claim review activities. If elected, **Hays County** would receive a **$1.20** reduction in the administrative fee.

As a self-insured group, you may elect to participate in the APR program based on your cost management and administrative preferences.

For PY2027, please indicate your preference below.

☑ **OPT IN** – Enable pre-payment review for applicable claims

☐ **OPT OUT** – Standard claims processing (post-payment review only)

_____

Printed Name of Contracting Authority

Exhibit A

_____ _____

Signature of Contracting Authority **Date**

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

SB 896 – NEWBORN COVERAGE ENROLLMENT PERIOD ELECTION FORM

Texas Senate Bill (SB) 896 revised the required enrollment period for newborn children under certain health benefit plans. As a self-insured group, you may choose to keep the current 31-day enrollment period or adopt the extended 60-day option. For fully-insured groups, TAC HEBP will determine whether to implement the revised newborn enrollment period, pending Board review.

In response to Texas Senate Bill 896 regarding newborn enrollment periods under certain health benefit plans, **Hays County** elects the following option for its self-insured medical plan for PY2027:

☑ **Option 1** – Maintain Current Enrollment Period

The Plan will continue to require notification and enrollment of a newborn child within 31 days following the date of birth for coverage continuation beyond the automatic newborn coverage period.

☐ **Option 2** – Adopt Extended Enrollment Period

The Plan will allow notification and enrollment of a newborn within 60 days following the date of birth. Coverage for the newborn will continue through the 61st day after birth, provided required enrollment information and applicable contributions are received within the extended election timeframe.

Administrative Considerations

By selecting an option above, the Employer understands that adopting the extended enrollment period may require updates or coordination in the following areas:

- Payroll deduction adjustments
- COBRA/QLE administration review
- Stop-loss notification review
- Additional vendor coordination

TAC HEBP will complete the required administrative updates, including revisions to plan documents, Benefit Highlights (BH), Summary of Benefits and Coverage (SBC), benefit booklet, and resource guides, as well as OASys eligibility system programming changes.

_____

Printed Name of Contracting Authority

Exhibit A

_____ _____

Signature of Contracting Authority **Date**

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

VISCOSUPPLEMENTATION THERAPY ELECTION FORM

Viscosupplementation therapy is a treatment for osteoarthritis of the knee that involves injecting a gel-like substance into the affected joint to mimic the body's natural joint fluid.

Although this therapy has been available for more than two decades, long-term clinical research shows little meaningful benefit, and major medical guidelines no longer recommend its routine use.

Beginning in 2026, BCBSTX began excluding coverage due to the lack of demonstrated effectiveness, and TAC HEBP will exclude this service for fully-insured Pooled groups effective October 1, 2026. At renewal, self-insured groups may elect to exclude this benefit from their plan.

For PY2027, please select an option below regarding coverage of viscosupplementation therapy under **Hays County's** self-insured medical plan.

☑ **Option 1 – Include Coverage**
The Plan will cover viscosupplementation therapy under the medical benefit. Coverage may remain subject to medical necessity criteria, prior authorization requirements, and applicable plan limitations.

☐ **Option 2 – Exclude Coverage**
The Plan will exclude viscosupplementation therapy from the medical benefit.

_____

Printed Name of Contracting Authority

Exhibit A

_____ _____

Signature of Contracting Authority **Date**

Texas Association of Counties Health and Employee Benefits Pool

BENEFIT HIGHLIGHTS
HAYS COUNTY CUSTOM HSA PLAN 3
($3,500 DEDUCTIBLE)

(Embedded Deductible RSH2)

BLUECHOICE NETWORK

This is a general summary of your benefits. Please refer to your benefit booklet for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Upon receipt of your benefit booklet, carefully review the plan's limitations and exclusions.

Overall Payment Provisions	PPO In-Network	Non-PPO Out-of-Network
Plan Year Deductibles *Applies to all Eligible Expenses (unless otherwise indicated)*		
Family coverage: When one family member meets the individual Deductible, benefits become available under the plan for that individual. *NOTE: The individual Deductible amount must be equal to or greater than the minimum family Deductible amount. This qualification is established by the U.S. Treasury for a plan to be considered a qualified HSA plan.*	*$3,500 Individual / $6,000 Family*	*$9,000 Individual / $18,000 Family*
Plan Year Out-of-Pocket Maximum		
Deductible, Coinsurance Amounts and Copayments (if any) apply to Out-of-Pocket Maximum. Your benefit booklet will provide more details.	*$4,000 Individual / $8,000 Family*	*$12,000 Individual / $24,000 Family*
No credit given for Out-of-Pocket Maximum (or Coinsurance Stop-Loss Amount) from prior carrier	*Network Deductible & Out-of-Pocket Maximum **will only** apply toward Network Deductible & Out-of-Pocket Maximum*	*Out-of-Network Deductible & Out-of-Pocket Maximum **do not** apply toward Network Deductible & Out-of-Pocket Maximum*
MDLIVE (Telemedicine)	*100% of Allowable Amount after Plan Year Deductible*	*Not Applicable*
-Medical	*$48.00 per Visit (applies toward out-of-pocket maximum)*	*Not Applicable*
-Behavioral Health	*$45-250 per Visit*	
Maximum Lifetime Benefits		
Per Participant	*Unlimited*	

Inpatient Hospital Expenses		
Inpatient Hospital Expenses		
All services must be preauthorized		
Inpatient Hospital Expenses (including Maternity Care)	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Penalty for failure to preauthorize services	*None*	*$250*

Medical/Surgical Expenses	PPO In-Network	Non-PPO Out-of-Network
Medical / Surgical Expenses		
Physician office visit/consultation, including lab & x-ray	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Physician surgical services in any setting and Maternity Care	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Lab & x-ray in other outpatient facilities and Certain Diagnostic Procedures: Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), Ultrasound, MRI, Myelogram, PET Scan.	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Home Infusion Therapy (Services must be preauthorized)	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
All other outpatient services and supplies	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
In Vitro Fertilization Services	*Declined*	

BlueCross BlueShield of Texas

Initials _____ Date _____

Extended Care Expenses

Extended Care Expenses

All services must be preauthorized

	100% of Allowable Amount after Plan Year Deductible	*70% of Allowable Amount after Plan Year Deductible*
Skilled Nursing Facility	*Limited to 25 days maximum each Plan Year**	
Home Health Care	*Limited to 60 visit maximum each Plan Year**	
Hospice Care	*Unlimited*	

Special Provisions Expenses

☆***Treatment of Chemical Dependency***	*All services must be preauthorized. Inpatient Services must be provided in a Chemical Dependency Treatment Center.*	
All other outpatient treatment	*Covered as any other physical illness*	
☆***Serious Mental Illness / Mental Health Care***	*All services must be preauthorized*	
Inpatient Services		
Hospital services (facility)	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Physician services	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Outpatient Services		
Services performed during Physician office visit/consultation, including lab & x-ray	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Other outpatient services and psychological testing	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Emergency Room/ Outpatient Hospital Emergency Room		
Accidental Injury & Medical Emergency Care		
Facility charges	*100% of Allowable Amount after Plan Year Deductible*	
Physician charges	*100% of Allowable Amount after Plan Year Deductible*	
Non-Emergency Situations		
Facility charges	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Physician charges	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Urgent Care		
Urgent Care center visit, including all lab & x-ray services, Certain Diagnostic Procedures, and all other services and supplies	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Preventive Care		
Routine annual physical examinations, well-baby care exams, immunizations and any other preventive health services as determined by USPST.	*100% of Allowable Amount*	*70% of Allowable Amount after Plan Year Deductible*

* All benefit payments made for both In-Network and Out-of-Network services will apply toward any maximum amounts shown.

Initials _____ Date _____

Special Provisions Expenses, cont.	PPO In-Network	Non-PPO Out-of-network
Speech and Hearing Services		
Services to restore loss of or correct an impaired speech or hearing function without hearing aids	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Physical Medicine Services		
Physical Medicine Services (includes but is not limited to physical, occupational, and manipulative therapy*	*100% of Allowable Amount after Plan Year Deductible*	*70% of Allowable Amount after Plan Year Deductible*
Plan Year Maximum	*Limited to 60 visits maximum each Plan Year**	
Airrosti Rehab Centers	*100% of Allowable Amount after Plan Year Deductible*	*Not Applicable*

* All benefit payments made for both In-Network and Out-of-Network services will apply toward any maximum amount shown.

Initials _____ Date _____

Texas Association of Counties Health and Employee Benefits Pool

EMPLOYEE INFORMATION

This is a general Summary of your benefit design. Please refer to your benefit booklet for other details and for limitations and exclusions.

MDLive (Telemedicine) is included in your benefit plan design. Access to an independently contracted board-certified doctor is available 24 hours a day, seven days a week to speak to immediately or schedule an appointment based on your availability. Please refer to your benefit booklet for other details.

The following applies to dependent coverage:

- Dependent children are covered to age 26;
- Dependent children are covered for maternity benefits;
- Automatic coverage for newborns for the first 31 days following birth. Infants not enrolled for coverage within the first 31 days after birth will not be eligible for coverage until the following open enrollment period or special enrollment event.

Payments: Network providers agree to accept amounts negotiated with BCBSTX and are paid according to this BCBSTX-determined Allowable Amount. Covered individuals are responsible for any required Deductibles, Coinsurance Amounts, and Copayments. Plan benefits paid to Out-of-Network providers are also based on the BCBSTX-determined Allowable Amount. Covered individuals will be responsible for charges in excess of the Allowable Amount in addition to any applicable Deductibles, Coinsurance Amounts, and Copayments. For cost savings information, refer to the section on ParPlan Providers and the definition of Allowable Amount in the benefit booklet

Replacement of Medical Coverage: In compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Texas State law, the following provisions apply to each eligible participant who has health coverage under the employer's plan immediately prior to the effective date of the health contract between the employer and BCBSTX (the Contract Date):

- Benefits for eligible expenses incurred for any service or supplies prior to the contract date, are not covered under the contract.
- Eligible Expenses for services or supplies incurred on or after the effective date will be considered for benefits subject to all applicable contract provisions.

Members residing in other states may use that state's network through the BlueCard program. To locate a participating provider in your state, please contact 1-800-810-BLUE or visit our web site at www.bcbstx.com to use our Provider Finder® tool. n addition to the benefits stated herein, benefits for covered persons who reside outside of Texas will conform to all extraterritorial requirements of those states

Coverage is contingent upon the following:

- The employer must maintain enrollment of at least 75% of eligible employees and pay at least 50% of the employee only cost.
- The replacement of coverage stipulation in the contract.

Deductible (Embedded): The benefits of the Plan will be available after satisfaction of the applicable Deductible. The Deductible will be increased in the future in direct proportion to the increase as determined from the cost-of-living adjustments based on the Consumer Price Index (CPI-U). The Deductibles are explained as follows:

1. The individual Deductible amount as shown on this Benefits Highlights under "Plan Year Deductible," must be satisfied by each Participant under your coverage each Plan Year. This Deductible, unless otherwise indicated, will apply to all combined Inpatient Hospital Expenses, Medical-Surgical Expenses, Extended Care Expenses, and Special Provisions Expenses you incur during a Plan Year.
2. If you have several covered Dependents, all charges used to apply toward a "per individual" Deductible amount will be applied toward the "per family" Deductible amount shown on this Benefits Highlights. When that family Deductible amount is reached, no further individual Deductibles will have to be satisfied for the remainder of that Plan Year. No Participant will contribute more than the individual Deductible amount to the "per family" Deductible amount.

Out-of-Pocket Maximum: Most of your Eligible Expense payment obligations are applied to the Out-of-Pocket Maximum. The Out-of-Pocket Maximum will be increased in the future in direct proportion to the increase as determined from the cost-of-living adjustments based on the Consumer Price Index (CPI-U).

1. The Out-of-Pocket Maximum will not include:

- Services, supplies, or charges limited or excluded by the Plan;
- Expenses not covered because of a benefit maximum has been reached;
- Any Eligible Expense paid by the Primary Plan when BCBXTX is the Secondary Plan for purposes of coordination of benefits;
- Penalties for failing to obtain preauthorization;

2. When the Out-of-Pocket Maximum amount for the In-Network or Out-of-Network Benefits level for a Participant in a Plan Year equals the "per individual" "Out-of-Pocket Maximum" shown on this Benefits Highlights for that level, the benefit percentages automatically increase to 100% for purposes of determining the benefits available for additional Eligible Expenses incurred by that Participant for the remainder of that Plan Year for that level.
3. When the Out-of-Pocket Maximum amount for the In-Network or Out-of-Network Benefits level for all Participants under your coverage in a Plan Year equals the "per family" "Out-of-Pocket Maximum" shown on this Benefit Highlights for that level, the benefit percentages automatically increase to 100% for purposes of determining the benefits available for additional Eligible Expenses incurred by all family Participants for the remainder of the Plan Year for that level. No Participant will be required to contribute more than the individual Out-of-Pocket Maximum to the family Out-of-Pocket Maximum.

± Please be reminded that Health Savings Accounts (HSA's) have tax and legal ramifications. Blue Cross and Blue Shield of Texas does not provide legal or tax advice, and nothing herein should be construed as legal or tax advice. These materials, and any tax-related statements in them, are not intended or written to be used, and cannot be used or relied on, for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with the promotion or marketing of the transaction(s) or matter(s) addressed by these materials. You should seek advice based on your particular circumstances from an independent tax advisor regarding the tax consequences of specific health insurance plans or products.

Initials _____ Date _____

Hays County Retiree
Medical and Dental Premiums
Plan Year 2027

Texas Association of Counties - Blue Essentials - Plan 1 - In & Out Network

Plan 1	Total Monthly Premium	Retiree Monthly Premium (Retired prior to 10/01/02 or without qualifying years of service)	Retiree Monthly Premium (at least 15 years of service [ended 10/31/2017] or with 20 years of service not all full-time [effective 11/1/2017])	Retiree Monthly Premium (20 or more years of service) Effective 11/1/2017
Retiree Only	$1,306.33	$991.60	$247.90	$148.74
Retiree + Spouse	$1,744.82	$1,349.11	$605.41	$506.25
Retiree + Child(ren)	$1,626.32	$1,252.49	$508.79	$409.63
Retiree + Family	$2,090.62	$1,631.05	$887.35	$788.19

Texas Association of Counties - Blue Essentials - Plan 2 - IN NETWORK ONLY

Plan 2	Total Monthly Premium	Retiree Monthly Premium (Retired prior to 10/01/02 or without qualifying years of service)	Retiree Monthly Premium (at least 15 years of service [ended 10/31/2017] or with 20 years of service not all full-time [effective 11/1/2017])	Retiree Monthly Premium (20 or more years of service) Effective 11/1/2017
Retiree Only	$1,279.08	$969.38	$242.35	$145.41
Retiree + Spouse	$1,512.23	$1,159.48	$457.45	$360.51
Retiree + Child(ren)	$1,488.93	$1,140.48	$438.45	$341.51
Retiree + Family	$1,677.70	$1,294.38	$592.35	$495.41

Texas Association of Counties - Blue Essentials - Plan 3 - High Deductible Health Plan with Health Savings Account (HSA)
Hays County contributes $83.33 per month to HSA

Plan 3	Total Monthly Premium	Retiree Monthly Premium (Retired prior to 10/01/02 or without qualifying years of service)	Retiree Monthly Premium (at least 15 years of service [ended 10/31/2017] or with 20 years of service not all full-time [effective 11/1/2017])	Retiree Monthly Premium (20 or more years of service) Effective 11/1/2017
Retiree Only	$1,176.59	$944.38	$236.10	$141.66
Retiree + Spouse	$1,356.87	$1,116.38	$408.10	$313.66
Retiree + Child(ren)	$1,339.03	$1,100.38	$392.10	$297.66
Retiree + Family	$1,477.29	$1,224.38	$516.10	$421.66

Retiree Pays Full Premium	Dental PPO Texas Association of Counties	Superior Vision
Retiree Only	$33.74	$8.10
Retiree + Spouse	$58.24	$17.32
Retiree + Child(ren)	$53.24	$13.36
Retiree + Family	$85.24	$23.96

2027 Tobacco User Fee

The Hays County Tobacco Use Policy and Certification was effective January 1, 2015. This policy applies only to county employees (not spouses or family members) enrolled in a Hays County Group Health Plan. The monthly Tobacco User Fee is $30 for employees certified as a tobacco user. Retirees are not required to sign a new certification unless their status changed from the previous certification. Hays County will continue to rely on the honor system when employees self-report. Hays County offers tobacco cessation help through Texas Association of Counties Tobacco Cessation-program.

AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Judge Becerra

Agenda Item:

Authorize approval of the Casualty Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $769,594.00, pursuant to RFP 2023-P11. **BECERRA/GRANJENO**

Summary:

The Texas Association of Counties Risk Management Pool (TAC RMP) provides casualty insurance coverage for Hays County, including auto liability, physical damage, general liability, law enforcement liability, privacy/security event liability, and public official liability. The annual contribution for the coverage period November 15, 2026 through October 1, 2027 is $769,594.00, as reflected in the renewal policy.

Fiscal Impact:

Amount Requested:$769,594.00
Line Item Number:001-645-00.5340

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: RFP 2023-P11 Property & Liability Insurance (Renewal 2)

Auditor's Office:

G/L Account Validated Y/N?: Yes, Insurance Expense
New Revenue Y/N?: N/A
Comments:

Attachments

TAC Casualty Insurance Renewal
Casualty Insurance Invoice

September 14, 2026

Erik Granjeno
Hays County Human Resources Director
1901 Dutton Dr Ste E
San Marcos, TX 78666

Re: Hays County – Liability Renewal

Thank you for choosing the Texas Association of Counties Risk Management Pool (TAC RMP) for your liability coverage needs for 2026. TAC RMP is pleased to continue providing its members with the most comprehensive coverages and risk solutions available.

The TAC RMP Board of Directors approved coverage changes effective October 1, 2026.
These were detailed in the recent Chapter 119 packet sent out at the end of July with the changes made. Below are some of the revisions mentioned in the detailed summary for Privacy or Security Event Liability and Expense coverage.

Most of the Privacy or Security Event Liability and Expense Coverage revisions are related to:

- eCrime Coverage
- Added definitions to define eCrime terms.
- Standard market terms and definitions were included as appropriate.
- Standard market exclusions added and updated.
- Ensured the coverage was distinct and not duplicated elsewhere.
- New AI coverage endorsement Cyber Extortion Threat.

Your continued support allows TAC RMP to offer competitive and stable rates while maximizing coverage options for all program members. We are proud to share that the Pool has renewed 338 liability renewals and maintains a 99% renewal retention rate. Your participation in the TAC RMP is what makes our Pool successful.

As we look forward to another successful year, we are excited to announce events coming in 2027:

- County Management and Risk Conference (March 2027) - Kalahari Resorts, Round Rock, TX
- Member hosted Regional Workshops (September 2027)

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy.

If you have any questions, please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative for assistance.

Sincerely,



Lisa Idais
Risk Management Consultant I

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Hays County
Attn: Erik Granjeno
1901 Dutton Dr Ste E
San Marcos, TX 78666

Due Date: November 15, 2026
Coverage #: CAS-1050-20261115-1
Coverage Period: November 15, 2026 - October 1, 2027
Member Number: 1050

Contribution for the coverage is below.

Coverage	Contribution
Auto Liability	$183,655
Auto Physical Damage	$113,300
General Liability	$37,738
Law Enforcement Liability	$284,965
Privacy or Security Event Liability and Expense	$42,404
Public Officials Liability	$107,532
Total Contribution:	**$769,594**

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations

Member: Hays County

Coverage Period: November 15, 2026 through October 1, 2027

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Accident	Contribution
Bodily Injury Liability - Each Person Bodily Injury Liability - Each Accident Property Damage Liability - Each Accident	$100,000 $300,000 $100,000	$2,500	$168,179
Included Coverage			
Personal Injury Protection	$5,000	No deductible	Included
Optional Coverage			
Uninsured / Underinsured Motorist	Per Endorsement	$250	$15,476
AUTO LIABILITY CONTRIBUTION			**$183,655**

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	$2,500	$113,300
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	$2,500	
AUTO PHYSICAL DAMAGE CONTRIBUTION			**$113,300**

GENERAL LIABILITY		Limits of Liability	Deductible Per Occurrence	Contribution
Bodily Injury Liability - Each Person Bodily Injury Liability - Each Accident Property Damage Liability - Each Accident		$100,000 $300,000 $100,000	$10,000	$37,738
Included Coverage				
Personal and Advertising Injury Liability Per Person Per Offense / Aggregate		$100,000 $300,000	$10,000	Included
Crisis Management		$100,000	$10,000	Included
Employee Benefits Liability		$500,000	$1,000	Included
Garage Keeper's Legal Liability		$50,000	$1,000	Included
Optional Coverage				
Unmanned Aircraft	Number of Unmanned Aircraft: 31	Per Endorsement	$10,000	Included
GENERAL LIABILITY CONTRIBUTION				**$37,738**

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability		Full Prior Acts	$2,000,000 Per Claim $2,000,000 Aggregate	$50,000	$253,037
Optional Coverage					
District Judge		04/02/2006	Per Endorsement		$5,772
District Attorney		11/15/2012	Per Endorsement		$5,772
Unmanned Aircraft	Number of Unmanned Aircraft: 31	11/15/2016	Per Endorsement		$20,384
Covered Law Enforcement Departments or Agency					
Hays County Attorney's Office Hays County Constable's Offices Hays County Employees Of The District Attorney's Office Hays County Juvenile Probation Department Hays County Sheriff's Office Hays County Juvenile Center Hays County Fire Marshal					
LAW ENFORCEMENT LIABILITY CONTRIBUTION					**$284,965**

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution
Privacy or Security Event Liability and Expense	11/15/2023	$1,000,000 Annual Aggregate	$10,000	$42,404
Included Coverage				
Business Interruption		$250,000 / $250,000		
Electronic Equipment and Data Recovery		$250,000 / $250,000		
eCrime		$250,000 / $250,000		
Extortion		$25,000 / $25,000		
Split Retroactive Coverage Dates				
Privacy or Security Event Liability and Expense	11/15/2017	$2,000,000 Annual Aggregate		
Privacy or Security Event Liability and Expense	05/01/2015	$1,000,000 Annual Aggregate		
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				**$42,404**

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Public Officials Liability	Full Prior Acts	$2,000,000 Per Claim $2,000,000 Aggregate	$10,000	$102,840
Optional Coverage				
District Judge	11/15/2012	Per Endorsement		$2,346
District Attorney	11/15/2012	Per Endorsement		$2,346
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				**$107,532**

TOTAL CONTRIBUTIONS	$769,594

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by _____ as authorized representative of the Pool on 09/14/2026 in Austin, Texas.

AUTO LIABILITY

PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT

This endorsement modifies the Auto Liability Coverage Document to which it is attached. Certain terms used herein have meanings different than similar terms used in other documents and endorsements forming a part of the Coverage Document. With respect to coverage provided by this endorsement, the provisions of the Auto Liability Coverage Document apply unless modified by the endorsement.

SCHEDULE

Coverage	**Limits of Liability**	**Deductible**
Personal Injury Protection	$5,000 each Person	No deductible unless otherwise specified on CCD
Description of Covered Autos: See I.1 Additional Definitions Below		

A. COVERAGE AGREEMENT

The Pool will pay Personal Injury Protection benefits because of Bodily Injury:

1. Resulting from a motor vehicle Accident; and

2. Sustained by a Covered Person.

The Pool's payment will only be for Losses or expenses incurred within three years from the date of Accident.

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.

2. Eighty percent of a Covered Person's Loss of Income from employment. These benefits apply only if, at the time of the Accident, the Covered Person:

   a. Was an income producer; and

   b. Was in an occupational status.

   These benefits do not apply to any Loss after the Covered Person dies.

3. Reasonable expenses incurred for obtaining services. These services must replace those a Covered Person would normally have performed:

   a. Without pay;

b. During a period of disability; and

c. For the care and maintenance of the family or household.

These benefits would apply if, at the time of the Accident, the Covered Person:

a. Was not an income producer; and

b. Was not in an occupational status.

These benefits will not apply to any Loss after the Covered Person dies.

B. WHO IS A COVERED PERSON

For purposes of this Personal Injury Protection Coverage, Covered Person shall mean:

1. The Named Member's Officials, employees, Volunteers and any of their Family Members, while Occupying or when struck by a Covered Auto.

2. Anyone else Occupying a Covered Auto with the Named Member's permission and within the scope of that permission.

C. EXCLUSIONS

The Pool does not provide Personal Injury Protection Coverage for any Person for Bodily Injury sustained:

1. In an Accident caused intentionally by that Person.

2. By that Person while in the commission of a felony.

3. By that Person while attempting to elude arrest by a law enforcement official.

4. To any employee of the Named Member, who is injured in the course and scope of his or her employment.

D. LIMITS OF LIABILITY

Regardless of the number of owned Covered Autos, Covered Persons, contributions paid, claims made or vehicles involved in the Accident, the most the Pool will pay for Bodily Injury for each Covered Person in any one Accident is the Limit of Liability shown in the Schedule to this endorsement or the CCD.

If a Person receiving payment under this Personal Injury Protection Coverage Endorsement is also making a claim against the Named Member or another Covered Person under the Bodily Injury provisions of the Auto Liability Coverage Document, or against the Pool under the Bodily Injury provisions of the Uninsured/Underinsured Motorists Coverage Endorsement of the Auto Liability Coverage Document, such Named Member, other Covered Person and the Pool shall be entitled to an offset, credit or deduction against any award made under the Auto Liability Coverage Document or the Uninsured/Motorists Coverage Endorsement to such recipient in an amount equal to the amount paid to such recipient under this Personal Injury Protection Coverage Endorsement. The Auto Liability Coverage Document and the Uninsured/Underinsured Motorists Coverage Endorsement of – the Auto Liability Coverage Document are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Pool.

E. CONDITIONS

The CONDITIONS found in the Auto Liability Coverage Document are changed for Personal Injury Protection as follows:

1. Condition M.1, DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS is changed by adding the following:

   d. At the Pool's request, give to the Pool a written proof of claim, under oath if required, including full particulars of the nature and extent of the Accident, injuries, treatment and any other details relevant to the Pool's determination of benefits payable hereunder. Proof of claim shall be made on forms furnished by the Pool unless, within 15 days after receiving notice of the claim, the Pool has failed to furnish such forms. In such event, notice shall be given in letter form.

   e. At the Pool's request, submit to examination under oath by any Person selected by the Pool, as often as may be reasonably required.

   f. Provide or authorize the Pool to obtain medical records or pertinent information.

   g. Submit to physical or mental examination, at the Pool's request, by physicians of the Pool's choice, when and as often as the Pool reasonably requests.

2. Condition S., OTHER COVERAGE OR INSURANCE, is changed by adding the following:

If there is other Personal Injury Protection insurance, the Pool will pay only its share. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides with respect to a vehicle the Named Member does not own shall be excess over any other collectible Personal Injury Protection coverage.

F. PAYMENT PROVISION

Benefits payable under this coverage are payable:

1. Not more frequently than every two weeks; and

2. Within 30 days after satisfactory proof of claim is received.

Any benefits for a period of less than two weeks for which the company is liable are payable at termination of the disability period.

Payments will be made to the Person who is disabled or, if the disabled Person is an unemancipated minor, to the parent or guardian who has custody of such minor within 30 days after satisfactory proof of parentage or guardianship is received by the Pool.

G. ASSIGNMENT OF BENEFITS

Payments for medical benefits will be paid directly to a physician or other health care provider if the Pool receives a written assignment signed by the Covered Person to whom such benefits are payable.

H. COORDINATION OF BENEFITS

If a Covered Person is an employee of the Named Member, any amount payable under this endorsement for Loss of Income will be reduced by any workers' compensation income benefits received, and any amount payable under this endorsement for medical expenses will be limited to those out-of-pocket expenses not covered as workers' compensation medical benefits.

I. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section and have special meaning for Personal Injury Protection.

1. **Covered Auto** means an Auto which is:

   a. Owned or leased by the Named Member; or

b. Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

The Auto Liability Coverage Document must also apply to the Covered Auto.

Covered Auto shall not include:

a. Any Auto while used as a livery or public conveyance, unless, prior to the Accident, such use is specifically declared and described in the CCD or otherwise approved in writing by the Pool;

b. Any Auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.

2. **Family Member** means a person related to a Named Member's Official, employee, or Volunteer by blood, marriage or adoption who is a resident of their household, including a ward or foster child.

3. **Loss of Income** is the difference between:

a. Income which would have been earned had the Covered Person not been injured; and

b. The amount of income actually received from employment during the disability.

If the income being earned as of the date of Accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the Accident shall be used.

4. **Medical Expenses** means expenses for necessary medical, surgical, x-ray, and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

5. **Occupying** means in, upon, getting in, on, out or off.

6. **Person** means a natural Person and not a corporation, partnership, association, organization or business name.

AUTO LIABILITY

UNINSURED/UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT

This endorsement modifies the Auto Liability Coverage Document to which it is attached. Certain terms used herein have meanings different than similar terms used in other documents and endorsements forming a part of the Coverage Document. With respect to coverage provided by this endorsement, the provisions of the Coverage Document apply unless modified by this endorsement.

SCHEDULE

Coverage	**Limits of Liability**	
Bodily Injury	$30,000 $60,000	each person each accident
Property Damage	$25,000	each accident
Description of Covered Autos: See, F.1. Additional Definitions below.		

A. COVERAGE AGREEMENT

1. The Pool will pay damages which a Covered Person is legally entitled to recover from the owner or operator of an Uninsured Motor Vehicle because of Bodily Injury or Property Damage sustained by the Covered Person caused by an Accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the Uninsured Motor Vehicle. Provided, however, that no duty to pay under this endorsement arises until the earlier of (a) our written agreement to pay under this endorsement, or (b) the entry of a final judgment determining the liability of the owner or operator of the Uninsured Motor Vehicle.

2. With respect to damages resulting from an Accident with a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle, the Pool will pay under this endorsement only if a. or b. below applies:

   a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgements or settlements; or

   b. A tentative settlement has been made between a Covered Person and the insurer of the vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle, and the Pool:

      i. Has been given prompt written notice of such tentative settlement; and

      ii. Advance payment to the Covered Person in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a Suit brought without the Pool's consent is not binding on the Pool.

4. If the Pool and the Named Member do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on the Pool.

B. WHO IS A COVERED PERSON

For purposes of this Uninsured/Underinsured Motorists Coverage, Covered Person shall mean:

1. The Named Member for Property Damage only.

2. Officials, employees and Volunteers while Occupying a Covered Auto.

3. Any person or organization for damages that person or organization is entitled to recover because of Bodily Injury sustained by a person described in 1. or 2. above.

C. EXCLUSIONS

1. The Pool does not provide Uninsured/Underinsured Motorists Coverage for any person:

   a. For Bodily Injury sustained while Occupying, or when struck by, any motor vehicle or a trailer of any type owned by the Named Member, any of its Officials, employees or Volunteers, or any of their Family Members, which is not a Covered Auto under this endorsement.

   b. If that person or the legal representative settles the claim without the Pool's consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle in accordance with the procedure described in Paragraph A.2.b.

   c. For the first $250 of the amount of damage to the property of that person as the result of any one accident.

   d. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to the Named Member.

   e. For Bodily Injury or Property Damage resulting from the intentional acts of that person.

2. This coverage shall not apply directly or indirectly to benefit:

   a. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law; or

   b. Any insurer of property.

D. LIMITS OF LIABILITY

1. The Limits of Liability shown in the schedule for Bodily Injury each person is the most the Pool will pay for all damages for Bodily Injury sustained by any one person in any one Auto Accident. Subject to this limit for each person, the Limits of Liability indicated for Bodily Injury, each Accident is the most the Pool will pay for all damages for Bodily Injury resulting from any one Accident, regardless of the number of persons injured. The Limits of Liability shown in the schedule for Property Damage, each Accident is the most the Pool will pay for all damages for Property Damage resulting from any one Accident, regardless of the number of persons claiming such damages.

   These limits are the most the Pool will pay regardless of the number of Covered Persons, Claims made, Policies or bonds applicable, Covered Autos, or Vehicles involved.

Subject to this maximum, the Pool's Limits of Liability will be the lesser of:

   a. The difference between the amount of a Covered Person's damages for Bodily Injury or Property Damage and the amount paid or payable to that Covered Person for such

damages, by or on behalf of persons or organizations who may be legally responsible; and

b. The applicable Limits of Liability for this coverage.

2. In order to avoid benefit payments in excess of actual damages sustained, subject only to the limits set out in the schedule of this endorsement or in the CCD and other applicable provisions of this coverage, the Pool will pay all covered damages not paid or payable under any

a. workers' compensation law, disability benefits law, any similar law;

b. Automobile Medical Payments Coverage; or

c. Personal Injury Protection Coverage.

3. Any payment under this coverage to or for a Covered Person will reduce any amount that Covered Person is entitled to recover for the same damages under the Auto Liability Coverage Document.

4. Special Provision for Property Damage

If a Covered Person sustains Property Damage Loss, to which the physical or Property Damage coverage of another policy and this coverage both apply, the Named Member may choose the coverage from which damages will be paid. The Named Member may recover under both coverages, but only if:

a. Neither one by itself is sufficient to cover the Loss;

b. The Named Member pays the higher deductible amount (but the Named Member does not have to pay both deductibles); and

c. The Named Member will not recover more than the actual damages.

5. If the Covered Person is an employee of the Named Member entitled to workers' compensation benefits for Bodily Injury resulting from the Accident, this endorsement applies provided that the Covered Person receives all medical care under the rules and procedures of the Texas Workers' Compensation Act. If the Covered Person elects to receive some or all medical treatment outside of the Texas Workers' Compensation Act, then the Bodily Injury - Each Person Limit of Liability available to that Covered Person shall reduce to the statutory minimum.

E. CONDITIONS

The Conditions found in the Auto Liability Coverage Document are changed for Uninsured/Underinsured Motorists Coverage as follows:

1. Condition M.1., DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, or LOSS is changed by adding the following:

d. At the Pool's request, give to the Pool a written proof of claim, under oath if required, including full particulars of the nature and extent of the accident, injuries, treatment and any other details relevant to the Pool's determination of benefits payable hereunder. Proof of claim shall be made on forms furnished by the Pool unless, within 15 days after receiving notice of the claim, the Pool has failed to furnish such forms. In such event, notice shall be given in letter form.

e. At the Pool's request, submit to examination under oath by any person selected by the Pool, as often as may be reasonably required.

f. Provide or authorize the Pool to obtain medical records or pertinent information.

g. Submit to physical or mental examination, at the Pool's request, by physicians of the Pool's choice, when and as often as the Pool reasonably requests.

h. Promptly notify the police if a hit-and-run driver is involved.

i. Promptly send the Pool copies of the legal papers if a Suit is brought.

j. Take reasonable steps after Loss to protect the Covered Auto and its equipment from further Loss. The Pool will pay reasonable expenses incurred to do this.

k. Permit the Pool to inspect and appraise the damaged property before its repair or disposal.

l. Promptly notify the Pool in writing of a tentative settlement between a Covered Person and the insurer of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle and allow us 30 days to advance payment to that Covered Person in an amount equal to the tentative settlement to preserve our rights against the insurer, owner, or operator of such vehicle.

m. At the Pool's request, if the Pool determines that workers' compensation benefits or any similar benefits may be paid or payable for an Accident otherwise covered under this endorsement, a Covered Person must promptly submit a claim for workers' compensation benefits or similar benefits under the applicable policy as a condition precedent to any payment under this endorsement.

2. Paragraph N.1 of Condition N., LEGAL ACTION AGAINST THE POOL, is replaced with the following:

No legal action may be brought against the Pool unless there has been full compliance with all terms of the Coverage Document and this endorsement. In a Claim for payment under this endorsement, no action to determine the liability of the owner or operator of an Uninsured Motor Vehicle may be initiated against either the owner or operator, or the Pool, unless the following conditions have been met:

a. The Pool has been given 30 days notice of the intent to file such an action;

b. The Covered Person has made a written demand to release the Pool from further liability in exchange for a payment within the policy limits of this endorsement; and

c. The Pool has failed to tender the amount demanded under N.1.a of this endorsement within 14 days of the service of the demand.

Provided, however, that the Pool may not be added as a party to such action unless either: (1) the Covered Person has reached a settlement with the owner or operator of the Uninsured Motor Vehicle; (2) the Pool has advanced payment for a tentative settlement made with the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle in accordance with the procedure described in Paragraph A.2.b above; or (3) a final judgment has been entered against the owner or operator of the Uninsured Motor Vehicle establishing their liability. The Pool may, in its sole discretion,

intervene in an action against the owner or operator of the Uninsured Motor Vehicle prior to the entry of a final judgment against the owner or operator of the Uninsured Motor Vehicle.

3. Condition O., TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL is changed by adding the following:

   If the Pool makes a payment and the Covered Person recovers from another party, the Covered Person shall hold the proceeds in trust for the Pool and reimburse the Pool to the extent of the Pool's payment.

   The Pool's rights under this provision do not apply with respect to a tentative settlement between a Covered Person and the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of Uninsured Motor Vehicle if the Pool:

   a. Has been given written notice of a tentative settlement between the Covered Person and the insurer of the Uninsured Motor Vehicle; and

   b. Fails to advance payment to the Covered Person in an amount equal to the tentative settlement within 30 days after receipt of the notification.

   If the Pool advances payment to the Covered Person in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount a Covered Person is entitled to recover under the provisions of this endorsement; and

   b. The Pool has the right to recover the advanced payment.

4. Condition S., OTHER COVERAGE OR INSURANCE, is changed by adding the following:

   If there is other applicable similar coverage or insurance the Pool will pay only its share of the Loss. The Pool's share is the proportion that its Limit of Liability bears to the total of all applicable limits. However, any coverage the Pool provides, with respect to a vehicle the Named Member does not own, shall be excess over any other collectible coverage or insurance.

5. The following Condition is added:

   AA. PAYMENT OF LOSS BY THE POOL

   Any amount due under this Uninsured/Underinsured Motorists Coverage is payable:

   1. To the Covered Person; or

   2. If the Covered Person is a minor, to his parent or guardian; or

   3. If the Covered Person is deceased, to his surviving spouse, otherwise to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

   4. To a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

   provided, the Pool may at its option pay any amount due hereunder in accordance with subparagraph AA.4., above.

F. ADDITIONAL DEFINITIONS

The DEFINITIONS of the Coverage Document are changed or supplemented for UNINSURED/UNDERINSURED MOTORIST COVERAGE as follows:

1. **Covered Auto** means:

   a. Any Auto which is:

      (1) Owned or leased by the Named Member; or

      (2) Temporarily used by the Named Member as a substitute for an Auto owned or leased by the Named Member that has been withdrawn from normal use because of its breakdown, repair, servicing, Loss or destruction; and

   The Auto Liability Coverage Document must also apply to the Covered Auto.

   b. Covered Auto shall not include:

      (1) Any Auto while used as a livery or public conveyance, unless, prior to the accident, such use is specifically declared and described in the Declarations or otherwise approved in writing by the Pool;

      (2) Any Auto which is not being used with the Named Member's permission; or the use of which is outside the scope of the Named Member's permission.

2. **Family Member** means a person related to a Covered Person by blood, marriage or adoption, who is a resident of their respective households, including a ward or foster child.

3. **Occupying** means in, upon, getting in, on, out or off.

4. **Property Damage** means injury to or Loss of use of or destruction of;

   a. A Covered Auto;

   b. Property owned by the Named Member or a Covered Person while contained in a Covered Auto; and

   c. Property owned by any other person Occupying the Covered Auto while contained in the Covered Auto.

5. **Uninsured Motor Vehicle** means a land motor vehicle or trailer of any type:

   a. To which no liability bond or policy applies at the time of the Accident.

   b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit a Covered Person, a Covered Auto or a vehicle a Covered Person is Occupying.

   c. To which a liability bond or policy applies at the time of the Accident, but the bonding or insuring company denies coverage or is or becomes insolvent.

   d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which

a liability bond or policy applies at the time of the accident but its Limit of Liability either:

(1) Is not enough to pay the full amount the Covered Person is legally entitled to recover as damages; or

(2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the Covered Person is legally entitled to recover as damages.

However, Uninsured Motor Vehicle does not include any vehicle or equipment:

a. Owned by or furnished or available for the regular use of the Named Member, a Covered Person, or any Family Member of any of them;

b. Owned or operated by a self-insurer under any applicable motor vehicle law;

c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of Bodily Injury or Property Damage on the governmental body for an amount not less than the Limits of Liability for this coverage;

d. Operated on rails or crawler treads;

e. Designed mainly for use off public roads while not on public roads; or

f. While located for use as a residence or premises.

LAW ENFORCEMENT LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member is a Member, but only in his or her capacity as a member of a Juvenile Board, and only if the Juvenile Board or the Juvenile Probation Department that it oversees is listed in the CCD.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental or official immunity, which can only be waived by an act of the Texas Legislature.

LAW ENFORCEMENT LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

The District Attorney, against liability arising from the performance of his or her official duties or duties of employment.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State of Texas and it declines to provide a defense; or

2. pay or indemnify a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member County is a Member, but only when acting in a judicial capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of either the Named Member or a Juvenile Board that serves the Named Member.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district attorney whose designated jurisdiction includes the Named Member County is a Member, but only when acting in an official capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of the Named Member.

SECTION III - LIMITS OF LIABILITY, Section D.3, Prosecutor, is amended to read as follows:

3. Prosecutor. The Limits of Liability are inclusive of Claims Expenses for a Claim against the county attorney, district attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed $500,000 per Claim and $1,000,000 in the Aggregate.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

LAW ENFORCEMENT LIABILTY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Part IV – Exclusions, A.1 is amended to read:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, (except Unmanned Aircraft scheduled below), watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
FA3TPKC7AE	1581F4QWB23CB003010N	DJI - AVATA PRO QUADCOPTER	2023
FA3C4YTXKC	W13DEK16060229	DJI - INSPIRE	
FA3AFYN3W7	1581F5FJC249D00DSB37	DJI - MAVIC 3 THERMAL (#5)	2024
FA3TR3TC7N	HV9921291157	AUTEL ROBOTICS - EVO II 640 T STANDARD	2021
FA3LKTRNT3	08QCF8GP123L9J	DJI - MAVIC PRO PLATINUM	
FA3TFWT7TE	1591F5JD22BGOOB21GO	DJI - MAVIC 3 THERMAL DRONE	
FA3AXCCFKX	1581F6CDA23CKML27B1K	DJI - MAVIC MINI SE (#4 - TRAINING)	2024
FA3TFWPCPM	1581F5FJD22BGOOBYZPJ	DJI - MAVIC 3 THERMAL DRONE	
FA3TFWWYX9	1581F5FJ725250HAB2YT	DJI - DJI MAVIC 3 THERMAL (#6)	2023
FA3AXCFAMM	1581F6CDA23CKML2QPZ4	DJI - MAVIC MINI SE (#5 - TRAINING)	2024
FA39CN4R7P	1581F5FHE23B300200FD	DJI - MAVIC 3 ENTERPRISE	2024
FA377N7EMF	01203AB1D000010	LOKI - MK2	2021
FA3XYNLMNM	4GC7M5400AL1ZU	DJI - MAVIC 2 ENTERPRISE ADVANCED (#1)	2021
FA3R4HHL3H	1581F5BKD225T00BX25Z	DJI - MATRICE 30T	
FA3EW9PHRK	1581F5BKB248100F056X	DJI - MATRICE 30 T (#2)	2024
FA3NR9ANFY	5DX7L4MM03D09R	DJI - MAVIC MINI 1	

FA39PX33FW	4GC7L6800AM05H	DJI - MAVIC 2 ENTERPRISE ADVANCED	
2018-CSA-2444-COA	230156794057492	SKYDIO - 2	2020
FA377NA9P7	01203AB1D000098	LOKI - MK2	2021
FA3CFTHERM	1581F7K3C252E00C3026	DJI - MATRICE 4T THERMAL	2025
FA3NCWCNRF	1581F6W8B246B00202EE	DJI - AVATA 2 (#2)	2024
FA3MP4CPPF	1581F6W8A246K0A3P429	DJI - AVATA 2	2024
FA3E3HFT9K	1DADG1A00100CY	DJI - MATRICE 200 V2	2019
FA3LKTNTPC	08QCF8WP123USM	DJI - MAVIC PRO PLATINUM	
FA3HTEE9F9	1581F4QWB237T00301KZ	DJI - AVATA PRO	2024
FA374MF4FR	5DXCJB23A3FOCX	DJI - MAVIC MINI 2 (#2)	2022
FA39CN9MAH	1581F5FJD23B300D63US	DJI - MAVIC 3 THERMAL	2024
FA3WHF7TCK	3NZCJ6F0240FFA	DJI - MAVIC MINI 2 (#3)	2022
FA3FFXXXKF	17TDGAH013W3PX	DJI - MATRICE 210	2020
FA3TR3PH3X	HV9921291191	AUTEL ROBOTICS - EVO II 640 T STANDARD	2021
FA3TPK9C7M	1581F4QW7248L003V17F	DJI - AVATA PRO QUADCOPTER (#7-BLUE)	2023

1. Coverage is provided under this endorsement only if all of the following conditions are met:

   A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.

   B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.

2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member's jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).

3. The following definitions apply to this endorsement:

   A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.

   B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.

GENERAL LIABILTY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the General Liability Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Section I – Coverage A, Part 2. EXCLUSIONS, h. Aircraft, Autos or Watercraft is amended to add subsection (7) as follows:

(7) Bodily Injury or Property Damage arising out of the operation of an Unmanned Aircraft as scheduled below.

Section I – Coverage B, Part 2. EXCLUSIONS, o. is amended to read:

o. Personal and Advertising Injury arising out of the ownership, maintenance, use or entrustment to others of any Aircraft (except for Unmanned Aircraft, as scheduled below) owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
FA3TPKC7AE	1581F4QWB23CB003010N	DJI - AVATA PRO QUADCOPTER	2023
FA3C4YTXKC	W13DEK16060229	DJI - INSPIRE	
FA3AFYN3W7	1581F5FJC249D00DSB37	DJI - MAVIC 3 THERMAL (#5)	2024
FA3TR3TC7N	HV9921291157	AUTEL ROBOTICS - EVO II 640 T STANDARD	2021
FA3LKTRNT3	08QCF8GP123L9J	DJI - MAVIC PRO PLATINUM	
FA3TFWT7TE	1591F5JD22BGOOB21GO	DJI - MAVIC 3 THERMAL DRONE	
FA3AXCCFKX	1581F6CDA23CKML27B1K	DJI - MAVIC MINI SE (#4 - TRAINING)	2024
FA3TFWPCPM	1581F5FJD22BGOOBYZPJ	DJI - MAVIC 3 THERMAL DRONE	
FA3TFWWYX9	1581F5FJ725250HAB2YT	DJI - DJI MAVIC 3 THERMAL (#6)	2023
FA3AXCFAMM	1581F6CDA23CKML2QPZ4	DJI - MAVIC MINI SE (#5 - TRAINING)	2024
FA39CN4R7P	1581F5FHE23B300200FD	DJI - MAVIC 3 ENTERPRISE	2024
FA377N7EMF	01203AB1D000010	LOKI - MK2	2021

FA3XYNLMNM	4GC7M5400AL1ZU	DJI - MAVIC 2 ENTERPRISE ADVANCED (#1)	2021
FA3R4HHL3H	1581F5BKD225T00BX25Z	DJI - MATRICE 30T	
FA3EW9PHRK	1581F5BKB248100F056X	DJI - MATRICE 30 T (#2)	2024
FA3NR9ANFY	5DX7L4MM03D09R	DJI - MAVIC MINI 1	
FA39PX33FW	4GC7L6800AM05H	DJI - MAVIC 2 ENTERPRISE ADVANCED	
2018-CSA-2444-COA	230156794057492	SKYDIO - 2	2020
FA377NA9P7	01203AB1D000098	LOKI - MK2	2021
FA3CFTHERM	1581F7K3C252E00C3026	DJI - MATRICE 4T THERMAL	2025
FA3NCWCNRF	1581F6W8B246B00202EE	DJI - AVATA 2 (#2)	2024
FA3MP4CPPF	1581F6W8A246K0A3P429	DJI - AVATA 2	2024
FA3E3HFT9K	1DADG1A00100CY	DJI - MATRICE 200 V2	2019
FA3LKTNTPC	08QCF8WP123USM	DJI - MAVIC PRO PLATINUM	
FA3HTEE9F9	1581F4QWB237T00301KZ	DJI - AVATA PRO	2024
FA374MF4FR	5DXCJB23A3FOCX	DJI - MAVIC MINI 2 (#2)	2022
FA39CN9MAH	1581F5FJD23B300D63US	DJI - MAVIC 3 THERMAL	2024
FA3WHF7TCK	3NZCJ6F0240FFA	DJI - MAVIC MINI 2 (#3)	2022
FA3FFXXXKF	17TDGAH013W3PX	DJI - MATRICE 210	2020
FA3TR3PH3X	HV9921291191	AUTEL ROBOTICS - EVO II 640 T STANDARD	2021
FA3TPK9C7M	1581F4QW7248L003V17F	DJI - AVATA PRO QUADCOPTER (#7-BLUE)	2023

1. Coverage is provided under this Endorsement only if all of the following conditions are met:

   a. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including but not limited to laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.

   b. Maintenance and use of the Unmanned Aircraft and Unmanned Aircraft System is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.

2. Coverage under this Endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at such seizure or control) by any person, including but not limited to claims arising while the Unmanned Aircraft is outside the control of the Covered Person by reason of such hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be deemed to have been restored to the control of the Covered Person on the safe return of the Unmanned Aircraft to the Covered Person at an airfield or off-airport location within the Coverage Territory that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).

3. The following definitions apply to this Endorsement:

   a. **Federal Aviation Administration** means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.

   b. **Unmanned Aircraft** means the aircraft described in the Schedule for this Endorsement that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

Other terms in this Endorsement that are capitalized have the same meaning as the meaning assigned to them in the body of the General Liability Coverage Document.

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE DOCUMENT

AI COVERAGE ENDORSEMENT

Coverage Agreement – Subject to the Limits of Liability shown in the Coverage Document and all other provisions of the Coverage Document, coverage is amended as described in this endorsement.

SECTION II – DEFINITIONS is amended to add:

47. **AI System** means any machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

48. **Malicious Data Poisoning Event** means any intentional access to, misuse of, alteration of, or destruction of, the training data set of an AI System under the ownership, control, or operation of the Named Member by a person or entity other than a Member and without the authorization of a Member.

49. **Prompt Injection Attack** means any intentional manipulation of electronic data inputs into a Computer System or AI System under the ownership, control, or operation of the Named Member in order to inject malicious instructions and manipulate or alter the intended operation or function of such Computer System or AI System without the authorization of a Member.

SECTION II – DEFINITIONS, 13. CYBER EXTORTION THREAT is deleted and replaced with the following:

13. **Cyber Extortion Threat** means a credible threat or series of related credible threats, including, but not limited to, a demand for Cyber Extortion Monies, directed at a Member to:

    a. Release, divulge, disseminate, destroy or use confidential information taken from the Member as a result of a Privacy or Security Event;

    b. Introduce malicious code into a Computer System;

    c. Corrupt, damage or destroy a Computer System, including a Malicious Data Poisoning Event or Prompt Injection Attack;

    d. Restrict or hinder access to a Computer System.

SECTION II – DEFINITIONS, 36. PRIVACY OR SECURITY EVENT is deleted and replaced with the following:

36. **Privacy or Security Event** means:

    a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for

which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

c. A violation or failure of the security of a Computer System if perpetrated through the use of an AI System, including a Malicious Data Poisoning Event or Prompt Injection Attack.

Except that Privacy or Security Event does not include any:

a. Failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;

b. Suspension, cancellation, revocation, or failure to renew any domain names, secure sockets layer certificates, or uniform resource locators;

c. Failure to adequately anticipate or capacity plan for normal and above operational demand for Computer Systems except where this demand is due to a denial of service attack;

d. Ordinary wear and tear, obsolescence, or gradual deterioration of the physical components of Computer Systems or Computer System software; or

e. Failure in the design, architecture, or configuration of Computer Systems.

Any Privacy or Security Event that is continuous or part of a series of repeated or related Privacy or Security Events will be considered to be a single Privacy or Security Event and will be considered to have commenced when the first such Privacy or Security Event commenced regardless of:

a. The number of individuals or entities engaged in such Privacy or Security Events;

b. The number of individuals or entities affected by such Privacy or Security Events;

c. The number of locations where such Privacy or Security Events occurred; or

d. The number of such Privacy or Security Events occurring or period of time over which they occur, even if subsequent Privacy or Security Events take place after the Coverage Document Period.

SECTION IV – EXCLUSIONS is amended to add:

23. Any failure of an AI System to perform the function or serve the purpose for which it is intended that is not the result of a Privacy or Security Event.

24. Any actual or alleged statements or representations concerning, relating to, or generated by an AI System.

25. The use of any cloud-based AI application, or the use of any AI System not under the ownership, control, or operation of the Named Member.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

MEMBER
Hays County
111 E San Antonio St
San Marcos, TX 78666-5534

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-1050-20261115-1	11/15/2026	10/01/2027

COVERED VEHICLE
All Member owned or leased vehicles

COVERAGE PROVIDED BY
Texas Association of Counties Risk Management Pool
P.O. Box 2131
Austin, Texas 78768-2131

TO REPORT A CLAIM
Mon. - Fri., 8 a.m. - 5 p.m. 800.456.5974
After business hours 855.472.5246

This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.

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RISK MANAGEMENT POOL

MEMBER
Hays County
111 E San Antonio St
San Marcos, TX 78666-5534

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-1050-20261115-1	11/15/2026	10/01/2027

COVERED VEHICLE
All Member owned or leased vehicles

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RISK MANAGEMENT POOL

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Hays County
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San Marcos, TX 78666-5534

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-1050-20261115-1	11/15/2026	10/01/2027

COVERED VEHICLE
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Hays County
111 E San Antonio St
San Marcos, TX 78666-5534

COVERAGE #	EFFECTIVE	EXPIRATION
CAS-1050-20261115-1	11/15/2026	10/01/2027

COVERED VEHICLE
All Member owned or leased vehicles

COVERAGE PROVIDED BY
Texas Association of Counties Risk Management Pool
P.O. Box 2131
Austin, Texas 78768-2131

TO REPORT A CLAIM
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After business hours 855.472.5246

This vehicle meets the minimum liability insurance prescribed by the Texas Motor Vehicle Safety Responsibility Act. However, the Texas Transportation Code § 601.007 exempts a government vehicle and an officer, agent, or employee of a governmental entity driving a government vehicle on official duty from the requirements of the Act, including the duty to show evidence of liability insurance or financial responsibility.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Auto Schedule - Renewal

Member: Hays County
Coverage Period: November 15, 2026 to October 1, 2027

☑ Personal Injury Protection
☑ Uninsured / Underinsured Motorist

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
862	2023	CHEVROLET	TRAVERSE	1GNERFKW1PJ331164	JUD SERVICES	$39,515	014990	$209	$92	$51			$352
863	2023	CHEVROLET	TRAVERSE	1GNERFKW3PJ330209	JUD SERVICES	$39,515	014990	$209	$92	$51			$352
Department: All Other Departments										Total Number of Vehicles:	2		$704
378	2015	CHEVROLET	SILVERADO	1GC1CUEG0FF564603	Animal Control	$48,236	014990	$209					$209
429	2015	CHEVROLET	SILVERADO	1GC1CUEG1FF563461	18943 - Animal	$48,236	014990	$209					$209
Department: Animal Control										Total Number of Vehicles:	2		$417
820	2023	CHEVROLET	TAHOE	1GNSCMKD9PR182205		$53,482	014990	$209	$125	$76			$410
854	2023	CHEVROLET	TAHOE	1GNSCNKD8PR488317		$58,467	014990	$209	$125	$76			$410
Department: Computer / Information Systems										Total Number of Vehicles:	2		$819
11	2005	DODGE	DURANGO	1DNHD38N55F577378		$100	014990	$209					$209
180	2013	CHEVROLET	TAHOE	1GNLC2E09DR317695		$27,328	014990	$209					$209
245	2008	DODGE	CHARGER	2B3KA43G38H180637		$100	001303	$209					$209
265	2007	DODGE	CHARGER	2B3KA43R07H714595		$100	001303	$209					$209
272	2007	DODGE	CHARGER	2B3KA43R47H714597		$100	001303	$209					$209
275	2007	DODGE	CHARGER SE	2B3KA43R67H714598		$100	001303	$209					$209
281	2008	DODGE	CHARGER	2B3KA43R88H180635		$25,000	001303	$209					$209
301	2009	DODGE	CHARGER	2B3KA43VX9H607957		$19,850	001303	$209					$209
807	2022	FORD	EXPLORER	1FMSK7BH0NGC24510		$30,761	014990	$209	$81	$46			$336
808	2022	FORD	EXPLORER	1FMSK7BH4NGC24557		$30,761	014990	$209	$81	$46			$336
830	2022	FORD	ESCAPE	1FMCU0G65NUB12588		$21,338	014990	$209	$48	$28			$285
831	2022	FORD	ESCAPE	1FMCU0G62NUB08773		$21,338	014990	$209	$48	$28			$285
832	2023	FORD	ESCAPE	1FMCU0FNXPUA07668		$25,074	014990	$209	$92	$51			$352
100 7	2025	CHEVROLET	TAHOE	1GCPAAED9SZ294560		$54,220	014990	$209	$156	$139		X	$503

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
7													
1041	2026	FORD	ESCAPE	1FMCU0MN0TUA11080		$33,695	014990	$209	$115	$92			$416
				Department: District Attorney					Total Number of Vehicles:		15		$4,182
979	2025	TOYOTA	CAMRY HYBRID	4T1DAACK0SU103492		$32,900	001303	$209	$115	$92			$416
				Department: District/County Attorney					Total Number of Vehicles:		1		$416
1015	2025	FORD	EXPEDITION	1FMJU1H82SEA59724		$64,645	014990	$209	$156	$139			$503
				Department: Elections					Total Number of Vehicles:		1		$503
90	2010	CHEVROLET	PICK UP	1GC4CZBG2AF123241		$0	014990	$209					$209
172	2012	CHEVROLET	TAHOE	1GNLC2E07CR204469		$26,992	014990	$209					$209
478	2016	CHEVROLET	TAHOE	1GNLCDEC3GR236783		$0	014990	$209					$209
644	2004	FREIGHTLINER	HAZMAT VEHICLE	1FVACYDJ85HN93827		$42,813	214990	$261	$81	$46		X	$388
696	2020	OTHER	DSTX VAN	7JKBE1212LH002621		$36,620	648200	$417	$81	$46			$544
704	2020	OTHER	SOLARTECH MB1548 TRAILER	4GM2M1511L1416393		$17,450	684990	$104	$48	$28			$180
705	2020	OTHER	SOLARTECH MB1548 TRAILER	4GM2M151XL1416392		$17,450	684990	$104	$48	$28			$180
706	2017	FARBER	E450	1FDXE4FS3HDC37419		$200,000	214990	$261	$254	$162		X	$677
779	2022	OTHER	SALVATION TRAILER	7GG1U162XNW017833		$5,000	684990	$104	$48	$28			$180
780	2022	FORD	F350	1FT8W3BTXNEC92986		$65,000	214990	$261	$109	$69			$439
792	2014	FORD	F350	1FT8W3B69EEA22562		$0	214990	$261					$261
827	2023	OTHER	CONTINENTAL CARGO TRAILER	5NHULV214PY047536		$4,599	684990	$104	$18	$10			$133
851	2023	CHEVROLET	SILVERADO	3GCPDDEK4PG290284		$50,792	014990	$209	$125	$76			$410
856	2024	RAM	2500	3C6UR5CJ1RG155214		$61,710	014990	$209	$140	$104			$453
928	2024	OTHER	FOREST RIVER LIMITED EDITION VALUE HAULER TRAILER	5NHULV220RY051093		$6,600	684990	$104	$62	$42			$208
984	2024	RAM	5500 FLATBED	3C7WRNFL6RG221807		$83,703	214990	$261	$192	$156			$609
1009	1990	BMY	CARGO TRUCK	2302329			214990	$261					$261
1022	2026	OTHER	CONT HAZMAT TRAILER	5NHUAMP3XTY054219		$140,250	684990	$104	$288	$277			$670
				Department: Emergency Management					Total Number of Vehicles:		18		$6,220
411	2004	CHEVROLET	SILVERADO	1GCEC19V34Z248827	13366	$0	007909	$261					$261
463	2016	CHEVROLET	TAHOE	1GNLCDEC7GR151283		$0	007909	$261					$261
				Department: Fire Marshal					Total Number of Vehicles:		2		$522
802	2022	FORD	ESCAPE	1FMCU0G62NUB08465		$21,338	014990	$209	$48	$28			$285
803	2022	FORD	ESCAPE	1FMCU0G68NUB12813		$21,338	014990	$209	$48	$28			$285

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
886	2023	FORD	F450	1FDUF4GN6PDA17604		$283,608	214990	$261	$461	$203			$925
1042	2026	FORD	ESCAPE	1FMCU0MN6TUA11780		$33,695	014990	$209	$115	$92			$416
Department: Health Services									Total Number of Vehicles:		4		$1,912
1014	2025	FORD	EXPEDITION	1FMJU1H89SEA59493		$58,783	014990	$209	$156	$139			$503
Department: IT									Total Number of Vehicles:		1		$503
59	2003	FORD	F150	1FTRX17W83NA81985	8207	$19,706	014990	$209					$209
79	2005	CHEVROLET	EXPRESS VAN	1GAHG35U251234369		$100	648200	$417					$417
240	2009	DODGE	CHARGER	2B3KA43DX9H589337		$15,081	001303	$209					$209
278	2007	DODGE	CHARGER SE	2B3KA43R77H714593		$100	001303	$209					$209
335	2006	FORD	CROWN VICTORIA	2FAFP73V96X112429		$100	001303	$209					$209
459	2015	CHEVROLET	PICKUP	3GCPCPEH2FG216059		$25,000	014990	$209					$209
520	2017	CHEVROLET	TRAVERSE	1GNKRGKD3HJ209169		$0	014990	$209					$209
579	2018	DODGE	CARAVAN SE	2C4RDGBG5JR176483		$0	648100	$313					$313
635	2018	DODGE	GRAND CARAVAN	2C4RDGBG3JR340376		$0	648100	$313					$313
791	2021	DODGE	CHARGER	2C3CDXAT6MH666367		$26,008	001303	$209	$81	$46			$336
817	2023	NISSAN	PATHFINDER	5N1DR3BD8PC224100		$19,802	014990	$209	$55	$31			$295
927	2023	GMC	YUKON	1GKS1AKD7PR521660		$54,114	014990	$209	$125	$76			$410
1013	2025	FORD	EXPEDITION XLT	1FMJU1H83SEA59652		$64,645	014990	$209	$156	$139			$503
1043	2026	FORD	EXPLORER	1FMUK7DH0TGA63031		$43,086	014990	$209	$115	$92			$416
1048	2026	CHEVROLET	TRAVERSE LT	1GNERGKS2TJ279475		$48,892	014990	$209	$115	$92		X	$416
Department: Juvenile Department									Total Number of Vehicles:		15		$4,671
15	2011	DODGE	RAM	1D7RB1GP4BS609079		$0	014990	$209					$209
33	2006	FORD	EXPLORER	1FMPU15576LA54038		$100	014990	$209					$209
44	2011	FORD	RANGER PICK UP	1FTKR1ED88PA12388		$0	014990	$209					$209
93	2009	CHEVROLET	TRUCK	1GCCS199598130725		$0	014990	$209					$209
685	2017	OTHER	WACKER NEUSON PT6LT 6" WATER PUMP TRAILER	24394708		$43,306	684990	$104	$81	$46		X	$231
726	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH2MZ272402		$27,390	014990	$209	$81	$46			$336
729	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ273650		$27,390	014990	$209	$81	$46			$336
739	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ272238		$27,390	014990	$209	$81	$46			$336

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
968	2024	FORD	F150	1FTEW1K56RKE32290		$44,768	014990	$209	$104	$69			$382
976	2024	OTHER	CARR UTILITY TRAILER	4YMBU0811RT011852		$1,100	684990	$104	$21	$14			$139
1044	2026	TOYOTA	SIENNA LE	5TDKRKEC7TS301170		$44,212	648100	$313	$115	$92			$521
1057	2026	CHEVROLET	SILVERADO 1500 CREW CAB	3GCPAAEK5TG329840		$39,401	014990	$209	$115	$92			$416
Department: Maintenance										Total Number of Vehicles:	12		$3,531
277	2008	DODGE	CHARGER	2B3KA43R68H180634		$0	001303	$209					$209
586	2018	DODGE	GRAND CARAVAN SE	2C4RDGBG7JR176484		$0	648100	$313					$313
800	2022	FORD	ESCAPE	1FMCU0G63NUB12685	55	$21,338	014990	$209	$48	$28			$285
801	2022	FORD	ESCAPE	1FMCU0G64NUB12646	66	$21,338	014990	$209	$48	$28			$285
805	2022	FORD	ESCAPE	1FMCU0G62NUB12158		$21,338	014990	$209	$48	$28			$285
978	2025	TOYOTA	CAMRY HYBRID	4T1DAACK0SU578060		$32,515	001303	$209	$115	$92			$416
Department: Motor Pool										Total Number of Vehicles:	6		$1,793
465	2016	CHEVROLET	SILVERADO	1GCRCNEH4GZ144716	DEV SERVICES	$0	014990	$209					$209
756	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ273129	DEV SERVICES	$27,390	014990	$209	$81	$46			$336
810	2022	FORD	F150	1FTMF1CB4NKF09412	DEV SERVICES	$35,159	014990	$209	$81	$46			$336
852	2023	CHEVROLET	SILVERADO	3GCPDDEK3PG290292	DEV SERVICES	$50,792	014990	$209	$125	$76			$410
853	2023	CHEVROLET	SILVERADO	3GCPDDEK2PG290283	DEV SERVICES	$50,792	014990	$209	$125	$76			$410
855	2023	FORD	F150	1FTEW1CB4PKF74459	DEV SERVICES	$39,515	014990	$209	$92	$51			$352
861	2023	CHEVROLET	TRAVERSE	1GNERFKW8PJ333171	DEV SERVICES	$39,515	014990	$209	$92	$51			$352
967	2024	FORD	F150	1FTEW1K54RKE28254	DEV SVCS 657	$44,768	014990	$209	$104	$69			$382
Department: Operations										Total Number of Vehicles:	8		$2,784
134	2010	CHEVROLET	PICK UP	1GCSCPEA0AZ143618		$0	014990	$209					$209
758	2021	CHEVROLET	SILVERADO 1500	1GCRWAEHXMZ271613		$27,390	014990	$209	$81	$46			$336
766	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH9MZ273188		$48,579	014990	$209	$81	$46			$336
771	2021	CHEVROLET	SILVERADO 1500	1GCRWAEH4MZ272949		$27,390	014990	$209	$81	$46			$336

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
796	2022	OTHER	TOP HAT UTILITY TRAILER	4R7BU1215NN222491		$2,500	684990	$104	$16	$9			$130
969	2024	FORD	F150	1FTEW1K50RKE28252		$44,768	014990	$209	$104	$69			$382
970	2024	FORD	F150	1FTEW1K53RKE27371		$44,768	014990	$209	$104	$69			$382
977	2025	OTHER	TOP HAT BUMPER UTILITY TRAILER	4R7BU1213SN245084		$2,530	684990	$104	$23	$18			$146
1056	2026	CHEVROLET	SILVERADO 1500 CREW CAB	3GCPAAEK0TG329986		$39,401	014990	$209	$115	$92			$416
1060	2023	OTHER	CENT TRAILER	TR241730		$1,500	684990	$104					$104
1061	2008	OTHER	BIG TEX TRAILER	TR241731		$1,500	684990	$104					$104
Department: Parks and Recreation								Total Number of Vehicles:			11		$2,880
1053	2026	CHEVROLET	SILVERADO 1500 CREW CAB	3GCPAAEK0TG329776		$39,402	014990	$209	$115	$92			$416
Department: Planning & Zoning								Total Number of Vehicles:			1		$416
381	2015	FORD	EXPLORER	1FM5K8AR7FGB52087		$0	007912	$313					$313
541	2017	FORD	EXPLORER	1FM5K8AR0HGC34651		$53,212	007912	$313					$313
554	2015	HONDA	MOTORCYCLE	JH2SC5151FK300111		$0	007942	$104					$104
624	2018	FORD	EXPLORER POLICE	1FM5K8ARXJGB12885		$42,813	007912	$313					$313
625	2018	FORD	EXPLORER POLICE	1FM5K8AR2JGB00116		$42,813	007912	$313					$313
630	2018	FORD	EXPLORER POLICE	1FM5K8AR5JGB12888		$42,813	007912	$313					$313
747	2021	DODGE	CHARGER	2C3CDXAT2MH528311		$42,339	007911	$417	$161	$69			$648
764	2020	FORD	EXPLORER	1FM5K8AB8LGC93006		$48,579	007912	$313	$161	$69		X	$544
815	2022	HARLEY DAVIDSON	FLHP	1HD1FMP12NB644540		$31,905	007942	$104	$81	$46			$231
916	2023	FORD	EXPLORER INTERCEPTOR	1FM5K8AB1PGC01465		$74,608	007912	$313	$249	$114		X	$677
917	2023	FORD	EXPLORER INTERCEPTOR	1FM5K8AC9PGC20970		$79,131	007912	$313	$341	$172		X	$826
919	2023	FORD	EXPLORER INTERCEPTOR	1FM5K8ABXPGC00220		$74,608	007912	$313	$249	$114		X	$677
920	2023	FORD	EXPLORER INTERCEPTOR	1FM5K8AC2PGC19904		$79,131	007912	$313	$341	$172		X	$826
925	2023	FORD	EXPLORER INTERCEPTOR	1FM5K8AB9PGC00709		$74,608	007912	$313	$249	$114		X	$677
961	2023	CHEVROLET	TAHOE	1GNSKLED2PR271929		$46,180	007912	$313	$184	$76		X	$574
962	2023	CHEVROLET	TAHOE	1GNSCLED3PR330127		$59,981	007912	$313	$249	$114		X	$677
981	2024	CHEVROLET	TAHOE	1GNSCLED5RR249617		$52,312	007912	$313	$280	$156		X	$749
985	2025	HARLEY DAVIDSON	ELECTRA GLIDE	1HD1FMP10SB613623		$40,110	007942	$104	$115	$92		X	$312
1016	2025	FORD	EXPLORER	1FM5K8AB8SGC33760		$48,017	007912	$313	$231	$139		X	$682
101	2025	FORD	EXPLORER	1FM5K8AB4SGC33772		$48,017	007912	$313	$231	$139		X	$682

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
7													
1018	2025	FORD	EXPLORER	1FM5K8AB6SGC32316		$48,017	007912	$313	$231	$139		X	$682
1072	2026	FORD	EXPLORER	1FM5K8AB0TGB73362		$46,221	007912	$313	$231	$139		X	$682
1073	2026	FORD	EXPLORER	1FM5K8AB9TGB73361		$46,221	007912	$313	$231	$139		X	$682
Department: Precinct 1, Constable								Total Number of Vehicles:			23		$12,498
521	2017	DODGE	RAM	1C6RR6KT1HS596816		$0	007912	$313					$313
691	2020	HARLEY DAVIDSON	FLH	1HD1FMP13LB629087		$32,000	007942	$104	$81	$46		X	$231
734	2021	FORD	EXPLORER	1FM5K8AB0MGB24843		$48,579	007912	$313	$161	$69			$544
735	2020	FORD	EXPLORER	1FM5K8AB8LGC15132		$50,558	007912	$313	$218	$104		X	$635
736	2021	FORD	EXPLORER	1FM5K8AB2MGB24844		$48,579	007912	$313	$161	$69			$544
929	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB4PGC00911		$51,863	007912	$313	$249	$114		X	$677
930	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB8PGC18344		$51,863	007912	$313	$249	$114		X	$677
945	2023	FORD	F150	1FTFW1P80PK313559		$71,621	007912	$313	$249	$114		X	$677
980	2024	CHEVROLET	TAHOE	1GNSCLED0RR249802		$52,240	007912	$313	$280	$156		X	$749
1019	2025	FORD	EXPLORER	1FM5K8AB1SGC33311		$48,017	007912	$313	$231	$139		X	$682
1020	2025	FORD	EXPLORER	1FM5K8ABXSGC33341		$48,017	007912	$313	$231	$139		X	$682
1024	2025	FORD	EXPLORER	1FM5K8AB5SGC33554		$48,060	007912	$313	$231	$139		X	$682
Department: Precinct 2, Constable								Total Number of Vehicles:			12		$7,093
458	2014	FORD	F150	1FTFW1CF3EKF79205		$0	007912	$313					$313
464	2015	FORD	F150	1FTEX1CF2FKE89764		$0	007912	$313					$313
525	2017	FORD	F150	1FTEW1EFXHKC30667		$0	007912	$313					$313
834	2023	CHEVROLET	TAHOE	1GNSCLED2PR204650		$69,340	007912	$313	$249	$114			$677
938	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB6PGC17919		$52,163	007912	$313	$249	$114		X	$677
939	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB6PGC01204		$52,163	007912	$313	$249	$114		X	$677
942	2023	FORD	F150	1FTFW1P8XPKD81865		$68,442	007912	$313	$249	$114		X	$677
943	2023	FORD	F150	1FTFW1P80PKD81986		$68,442	007912	$313	$249	$114		X	$677
944	2023	FORD	F150	1FTFW1P82PKD81987		$68,442	007912	$313	$249	$114		X	$677
959	2024	HARLEY DAVIDSON	POLICE ELECTRA GLIDE STAGE 2	1HD1FMP13RB654936		$46,274	007942	$104	$104	$69		X	$277
971	2024	HARLEY DAVIDSON	FLH MOTORCYCLE	1HD1FMP19RB660157		$45,820	007942	$104	$104	$69		X	$277

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
983	2023	CHEVROLET	TAHOE	1GNSKLED2PR272353		$50,462	007912	$313	$249	$114		X	$677
1045	2024	CHEVROLET	SILVERADO 1500	3GCUD4ED9RG350146		$75,259	007912	$313	$384	$234		X	$931
1050	2026	CHEVROLET	TAHOE	1GNS6UED2TR207197		$62,339	007912	$313	$311	$208		X	$832
Department: Precinct 3, Constable									Total Number of Vehicles: 14				$7,993
22	2009	DODGE	DURANGO	1D8HD39PX9F710352		$19,689	007912	$313					$313
410	2015	CHEVROLET	TAHOE	1GNLC2EC8FR268227		$49,911	007912	$313					$313
481	2016	FORD	EXPLORER	1FM5K8AR5GGB97014		$0	007912	$313					$313
567	2017	FORD	EXPLORER	1FM5K8AR9HGC34650		$34,704	007912	$313					$313
689	2020	HARLEY DAVIDSON	FLH	1HD1FMP10LB638992		$32,000	007942	$104	$81	$46		X	$231
690	2020	HARLEY DAVIDSON	FLH	1HD1FMP16LB638995		$32,000	007942	$104	$81	$46		X	$231
804	2020	FORD	EXPLORER INTERCEPTOR	1FM5K8AB6LGC93103		$48,579	007912	$313	$161	$69			$544
809	2022	CHEVROLET	TAHOE	1GNSKLED0NR248808		$52,160	007912	$313	$218	$104			$635
816	2022	HARLEY DAVIDSON	FLHTP	1HD1FMP17NB655825		$31,198	007942	$104	$81	$46			$231
821	2022	HARLEY DAVIDSON	ROAD KING	1HD1FMP1XNB670441		$31,198	007942	$104	$81	$46			$231
954	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB7PGC00823		$52,803	007912	$313	$249	$114		X	$677
960	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB9PGC00466		$52,851	007912	$313	$249	$114		X	$677
975	2024	HARLEY DAVIDSON	MOTORCYCLE	1HD1FMP17RB662859		$45,849	007942	$104	$104	$69		X	$277
990	2025	FORD	EXPLORER	1FM5K8AB0SGB37038		$49,461	007912	$313	$231	$139		X	$682
995	2024	FORD	F150	1FTFW1P8XRKE60195		$54,167	007912	$313	$280	$156		X	$749
1006	2023	FORD	F150	1FTFW1P8XPKE13522		$68,442	007912	$313	$249	$114		X	$677
1021	2025	FORD	EXPLORER	1FM5K8AB1SGC33499		$47,095	007912	$313	$231	$139		X	$682
Department: Precinct 4, Constable									Total Number of Vehicles: 17				$7,777
384	2015	FORD	F150	1FTEW1CF4FKD06111		$0	007912	$313					$313
545	2017	FORD	EXPLORER	1FM5K8AR2HGC34649		$53,212	007912	$313					$313
623	2018	FORD	EXPLORER POLICE	1FM5K8AR7JGB12889		$42,813	007912	$313					$313
638	2018	FORD	EXPLORER	1FM5K8AR7JGB12892		$0	007912	$313					$313
778	2020	HARLEY DAVIDSON	FLH	1HD1FMP14LB654001		$32,000	007942	$104	$81	$46			$231

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
806	2022	HONDA	MOTORCYCLE	JH2SC7909NK400167		$33,929	007942	$104	$81	$46		X	$231
833	2023	CHEVROLET	TAHOE	1GNSCLEDXPR180338		$69,340	007912	$313	$249	$114			$677
883	2023	FORD	EXPLORER	1FM5K8AB3PGC19840		$48,820	007912	$313	$184	$76			$574
932	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB7PGC01132		$51,883	007912	$313	$249	$114		X	$677
940	2023	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8AB7PGC00935		$52,212	007912	$313	$249	$114		X	$677
958	2023	FORD	F150	1FTFW1P83PKD81934		$71,727	007912	$313	$249	$114		X	$677
963	2018	HARLEY DAVIDSON	FLHTP MOTORCYCLE	1HD1FMC18JB674724		$10,400	007942	$104					$104
982	2024	CHEVROLET	TAHOE	1GNSCLED3RR382425		$54,698	007912	$313	$280	$156		X	$749
1023	2025	FORD	EXPLORER	1FM5K8AB7SGC33507		$48,060	007912	$313	$231	$139		X	$682
1047	2026	HARLEY DAVIDSON	POLICE MOTORCYCLE	1HD1AJ61XTB612317		$30,300	007942	$104	$115	$92		X	$312
1074	2026	FORD	EXPLORER	1FM5K8AB4TGB73364		$48,330	007912	$313	$231	$139		X	$682
Department: Precinct 5, Constable									Total Number of Vehicles:		16		$7,525
626	2018	CHEVROLET	SILVERADO	1GB3CYCG7JZ279315		$42,813	014990	$209					$209
Department: Recycling									Total Number of Vehicles:		1		$209
65	2012	FREIGHTLINER	TRACTOR TRUCK	1FUJGBDV5CLBF6353		$94,333	214990	$261					$261
68	2014	FREIGHTLINER	TRUCK M2106	1FVACXCY8EHFY9224		$133,310	214990	$261	$202	$139			$601
70	2010	FREIGHTLINER	TRUCK	1FVHCYBS3ADAU6723		$0	214990	$261					$261
71	2013	FREIGHTLINER	M2106	1FVHCYBS3DHFH2066	15042	$94,572	214990	$261					$261
72	2010	FREIGHTLINER	M2 106	1FVHCYBS5ADAU6724		$0	214990	$261					$261
73	2007	FREIGHTLINER	TRUCK	1FVHCYDJ17DZ14583		$100	214990	$261					$261
74	2007	FREIGHTLINER	TRUCK	1FVHCYDJ87DZ14581		$100	214990	$261					$261
75	2007	FREIGHTLINER	TRUCK	1FVHCYDJX7DZ14582		$100	214990	$261					$261
78	2000	FREIGHTLINER	12 YD DUMP TRUCK	1FVXJJBB71DH47919		$100	214990	$261					$261
81	2004	CHEVROLET	TIRE TRUCK	1GBC4C1214F514515		$100	014990	$209					$209
83	2013	CHEVROLET	SILVERADO PICKUP TRUCK	1GC1CVCG1DF232143		$24,287	014990	$209					$209
85	2013	CHEVROLET	SILVERADO	1GC1CVCG4DF176117	15043	$22,840	014990	$209					$209
86	2013	CHEVROLET	SILVERADO	1GC1CVCG7DF173860	15045	$22,840	014990	$209					$209
87	2013	CHEVROLET	SILVERADO	1GC1CVCG7DF173955	15044	$22,840	014990	$209					$209
88	2012	CHEVROLET	CHEVROLET	1GC2CVCG3CZ262441		$0	014990	$209					$209
89	2012	CHEVROLET	CHEVROLET	1GC2CVCG9CZ266302		$0	014990	$209					$209
91	2009	CHEVROLET	COLORADO	1GCCS199198100346		$0	014990	$209					$209
99	2009	CHEVROLET	PU EXT CAB	1GCEC19C59Z147973		$19,961	014990	$209					$209

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
131	2013	CHEVROLET	SILVERADO PICKUP TRUCK	1GCRCPE09DZ367500		$23,503	014990	$209					$209
132	2013	CHEVROLET	SILVERADO PICKUP TRUCK	1GCRCPE09DZ368713		$23,503	014990	$209					$209
135	2008	GMC	TRUCK	1GDE5E1938F418171		$45,329	214990	$261					$261
136	2013	FREIGHTLINER	DUMP TRUCK W/BODY	1FVHCYBS1DHFH2065	15041	$94,572	214990	$261					$261
137	2005	CHEVROLET	BLAZER	1GNCS13X75K109144		$100	014990	$209					$209
187	2004	INTERNATIONAL	4400SBA 4X2 DUMP TRUCK	1HTMKAAR14H678281		$54,860	214990	$261					$261
188	2004	INTERNATIONAL	4400SBA 4X2 DUMP TRUCK	1HTMKAAR34H678282		$54,860	214990	$261					$261
189	2004	INTERNATIONAL	4400SBA 4X2 DUMP TRUCK	1HTMKAARX4H678280		$54,860	214990	$261					$261
190	2005	INTERNATIONAL	4300 TRUCK	1HTMMAAL85H122735		$0	214990	$261					$261
193	1999	INTERNATIONAL	DUMP TRUCK	1HTSCAAR7XH595012		$44,293	214990	$261					$261
196	2005	INTERNATIONAL	WATER TRUCK	1HTSDAAL1XH212979		$17,000	214990	$261					$261
198	1999	INTERNATIONAL	4900 TRUCK	1HTSDAANXXH667119		$0	214990	$261					$261
207	2004	MACK	TRACTOR	1M1AE06Y24N017359		$100	214990	$261					$261
209	2004	MACK	CX613	1M1AE06YX4N019540		$54,325	214990	$261					$261
211	2002	MACK	CV713	1M2AG12C42M002287		$100	214990	$261					$261
212	2002	MACK	CV713	1M2AG12C92M002284		$100	214990	$261					$261
213	2002	MACK	CV713	1M2AG12C02M002285		$100	214990	$261					$261
354	2011	CHEVROLET	SILVERADO	3GCPCPEA8BG207959		$0	014990	$209					$209
357	2006	CPS	BOTTOM DUMP	5MC1116217P007640		$100	214990	$261					$261
358	2006	CPS	BOTTOM DUMP	5MC1116237P007641		$100	214990	$261					$261
361	2006	CHEVROLET	3/4T PICKUP	1GCHC24216E239084		$100	014990	$209					$209
373	2015	CHEVROLET	SILVERADO	1GCRCPEC1FZ328770		$0	014990	$209					$209
374	2015	CHEVROLET	SILVERADO	1GCRCPECXFZ326841		$0	014990	$209					$209
375	2015	FORD	F550	1FDUF5GT8FEC27635		$0	214990	$261					$261
382	2016	FREIGHTLINER	M2106	1FVHCYCY1GHGW4224		$101,000	214990	$261	$202	$139			$601
383	2016	FREIGHTLINER	M2106	1FVHCYCY3GHGW4225		$100,000	214990	$261	$202	$139			$601
391	2015	CHEVROLET	SILVERADO	1GCRCPEC2FZ210968	18769	$0	014990	$209					$209
392	2011	OTHER	INTRSTATE FLATBED EQUIPMENT HAUL TRAILER	1JKPHT700BP011107	17625	$0	684990	$104					$104
397	2012	OTHER	INTRSTATE FLATBED TRAILER	1JK00S106CM011837	17775	$0	684990	$104					$104
415	2015	CHEVROLET	SILVERADO	1GCRCPEC5FZ323832		$0	014990	$209					$209
416	2016	FREIGHTLINER	POTHOLE PATCHER TRUCK	1FVACYDT7GHGX4504		$150,000	214990	$261	$254	$162			$677
418	2015	CHEVROLET	SILVERADO	1GCRCPEC7FZ324920		$0	014990	$209					$209

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
419	2015	CHEVROLET	SILVERADO	1GCRCPEC5FZ215047	17711	$0	014990	$209					$209
425	2008	OTHER	BELLY DUMP TRAILER	5MC1116238P008192	16485	$0	214990	$261					$261
427	2008	FREIGHTLINER	DUMP TRUCK	1FVHCYBS38HZ99951	16571	$0	214990	$261					$261
460	2016	FREIGHTLINER	M2106	1FVHCYCY6GHHE3724	206	$100,661	214990	$261	$202	$139			$601
462	2016	OTHER	ETNYRE LOWBOY TRAILER	1E9319821GE111044		$87,701	684990	$104	$149	$104			$358
473	2016	CHEVROLET	SILVERADO	1GC1CUEG6GF148637		$0	014990	$209					$209
476	2016	CHEVROLET	SILVERADO	1GC1CUEG7GF147125		$0	014990	$209					$209
503	2016	FREIGHTLINER	TRUCK M21	1FVACXDT7GHHU2570		$100,000	214990	$261	$202	$139			$601
507	2017	KENWORTH	TRACTOR TRAILER	3BKJHM7X5HF581473		$202,000	214990	$261	$254	$162			$677
508	2016	CHEVROLET	SILVERADO	1GCRCNEC9GZ308644		$0	014990	$209					$209
522	2017	CHEVROLET	SILVERADO	1GCRCNEC7HZ179028		$0	014990	$209					$209
523	2017	CHEVROLET	SILVERADO	1GCRCNEC7HZ178834		$0	014990	$209					$209
524	2017	CHEVROLET	SILVERADO	1GCRCNEC1HZ179090		$0	014990	$209					$209
530	2018	FREIGHTLINER	DUMP TRUCK	1FVACYFE7JHJJ3206		$100,000	214990	$261	$202	$139			$601
531	2018	FREIGHTLINER	DUMP TRUCK	1FVHCYFE7JHJJ3205		$100,000	214990	$261	$202	$139			$601
537	2018	FREIGHTLINER	WATER TRUCK	1FVACXFC5JHJJ4699		$53,212	214990	$261	$109	$69			$439
539	2017	CHEVROLET	SILVERADO	1GCRCNEC0HZ338987		$53,212	014990	$209					$209
540	2017	CHEVROLET	SILVERADO	1GCRCNEC1HZ339808		$53,212	014990	$209					$209
564	2017	OTHER	CIMLINE TRAILER	1G92M1521HM119117		$53,212	684990	$104	$109	$69			$283
568	2018	FREIGHTLINER	DUMP TRUCK	1FVACYFE7JHJS6358		$34,704	214990	$261	$81	$46			$388
569	2018	CHEVROLET	SILVERADO	1GCRCNECXJZ188182		$34,704	014990	$209					$209
570	2018	CHEVROLET	SILVERADO	1GCRCNEC4JZ188632		$34,704	014990	$209					$209
571	2018	CHEVROLET	SILVERADO	1GCRCNEC6JZ190205		$34,704	014990	$209					$209
572	2018	CHEVROLET	SILVERADO	1GCRCNEC6JZ189393		$34,704	014990	$209					$209
603	2017	FREIGHTLINER	DUMP TRUCK	1FVHCYFE3JHKB9663		$36,151	214990	$261	$81	$46		X	$388
605	2018	CHEVROLET	SILVERADO	1GCRCNECXJZ247215		$36,151	014990	$209					$209
634	2018	CHEVROLET	SILVERADO	1GCRCNEC1JZ186630		$0	014990	$209					$209
646	2020	FREIGHTLINER	M2106 TRUCK	1FVACXFC6LHKY1706		$104,000	214990	$261	$202	$139			$601
647	2019	CHEVROLET	SILVERADO	2GCRCNEC0K1171093		$20,492	014990	$209	$48	$28			$285
648	2019	CHEVROLET	SILVERADO	2GCRCNEC1K1172351		$20,492	014990	$209	$48	$28			$285
663	2020	CHEVROLET	SILVERADO 2500	1GC4WLE73LF155232		$33,955	214990	$261	$81	$46			$388
664	2020	CHEVROLET	SILVERADO 2500	1GC4WLE72LF155318		$33,955	214990	$261	$81	$46			$388
665	2020	CHEVROLET	SILVERADO	1GCRWAEF5LZ177121		$25,851	014990	$209	$81	$46			$336
666	2020	CHEVROLET	SILVERADO	1GCRWAEF9LZ179650		$25,851	014990	$209	$81	$46			$336

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
667	2020	OTHER	BIG TEX TRAILER	16VVX1013L2031286		$2,500	684990	$104	$16	$9			$130
668	2020	FREIGHTLINER	SD122	3AKJGNFG0LDKY1707		$100,000	214990	$261	$202	$139			$601
669	2020	FREIGHTLINER	M2-106 W/ETNYRE ASPHALT DISTRIBUTOR	3ALACXFC2LDMD9136		$209,031	214990	$261	$254	$162		X	$677
670	2020	FREIGHTLINER	M2-106 TRUCK	3ALHCYFE4LDMG7333		$106,568	214990	$261	$202	$139		X	$601
671	2020	FREIGHTLINER	M2-106 TRUCK	3ALHCYFE6LDMG7334		$106,568	214990	$261	$202	$139		X	$601
672	2020	FREIGHTLINER	M2-106 TRUCK	3ALACYFE0LDMG7346		$100,000	214990	$261	$202	$139			$601
673	2020	CHEVROLET	SILVERADO	1GCRWAEF3LZ177070		$25,851	014990	$209	$81	$46			$336
674	2020	CHEVROLET	SILVERADO	1GCRWAEF3LZ179322		$25,851	014990	$209	$81	$46			$336
675	2015	OTHER	CIMLINE TK500T TACK KETTLE TRAILER	1G95T1324FM119113		$0	684990	$104					$104
679	2020	CHEVROLET	SILVERDO	1GCRWAEF1LZ178685		$25,851	014990	$209	$81	$46			$336
717	2021	DURA PATCHER	TRAILER	1D9FU1015MP441002		$29,788	684990	$104	$81	$46			$231
718	2021	DURA PATCHER	TRAILER	1D9FU1013MP441001		$44,059	684990	$104	$81	$46			$231
725	2002	MACK	4400 DUMP TRUCK (14YD)	1M2AG12C22M002286		$0	214990	$261					$261
731	2016	OTHER	VER-MAC TLD 2313 PORTABLE TRAFFIC SIGNAL	2S9US2116GS132064		$0	684990	$104					$104
733	2020	CHEVROLET	SILVERADO	1GCUYAEF9LZ173027		$25,851	014990	$209	$81	$46			$336
738	2009	CHEVROLET	SILVERADO	1GCEC19CX9Z149198		$0	014990	$209					$209
749	2016	OTHER	VER-MAC TLD 2313 PORTABLE TRAFFIC SIGNAL	2S9US2118GS132065		$48,579	684990	$104					$104
754	2002	OTHER	20 FT UTILITY TRAILER	4K8PX202021395439		$0	684990	$104					$104
763	1911	OTHER	14 FT UTILITY TRAILER	1M9UF1424WT400179		$0	684990	$104					$104
769	2017	FORD	F550	1FDUF5GT4HDA03979		$48,579	214990	$261					$261
773	2020	CHEVROLET	SILVERADO	1GC4WLE74LF160875		$27,390	014990	$209	$81	$46			$336
775	2005	INTERNATIONAL	4300 BRUSH TRUCK W/DUMP	1HTMMAAL85H126123		$0	214990	$261					$261
790	2022	CHEVROLET	SILVERADO	1GCRWAED3NZ161386		$30,424	014990	$209	$81	$46			$336
946	2024	CHEVROLET	SILVERADO 1500	1GCRDAED3RZ192388		$45,461	014990	$209	$104	$69			$382
947	2024	CHEVROLET	SILVERADO 1500	1GCRAAED0RZ193720		$41,639	014990	$209	$104	$69			$382
948	2024	CHEVROLET	SILVERADO 1500	1GCRAAED6RZ193558		$41,639	014990	$209	$104	$69			$382
949	2024	CHEVROLET	SILVERADO 1500	1GCRAAED9RZ193523		$41,639	014990	$209	$104	$69			$382
950	2024	CHEVROLET	SILVERADO 1500	1GCRAAEDXRZ193403		$41,639	014990	$209	$104	$69			$382
951	2023	CHEVROLET	SILVERADO 1500	2GCUDAED4P1136007		$41,639	014990	$209	$92	$51			$352
952	2009	OTHER	LEE BOY 250T TACK BUGGY TRAILER	1B9AA111191309120	17433	$10,620	684990	$104	$48	$28		X	$180
953	2004	CHEVROLET	SILVERADO	1GCEC14T84Z296944			014990	$209					$209

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
1008	2026	FREIGHTLINER	DUMP TRUCK	1FVHCYFE5THWM3515		$151,243	214990	$261	$363	$324		X	$948
Department: Road & Bridge								Total Number of Vehicles:			116		$35,183
14	2010	DODGE	RAM ST 4X2	1D7RB1GK2AS150959		$0	007912	$313					$313
24	2013	FORD	TAURUS	1FAHP2M87DG113506		$0	007911	$417					$417
26	2002	FORD	ECONOLINE 15 PASS CLUB WAGON	1FBSS31L32HA57282	Jail	$23,786	007912	$313					$313
45	2002	FORD	E-150 VAN	1FTNE24252HB43075		$100	007912	$313					$313
52	2003	FORD	E-150 VAN	1FTRE14263HA96796		$100	007912	$313					$313
56	2006	FORD	PICKUP	1FTRX12W36KC76258		$100	007912	$313					$313
82	2008	CHEVROLET	UPLANDER VAN	1GBDV13W98D115665		$36,812	007912	$313					$313
144	2012	CHEVROLET	TAHOE	1GNLC2E00CR204460		$26,992	007912	$313					$313
148	2014	CHEVROLET	TAHOE	1GNLC2E00ER189347		$48,262	007912	$313					$313
149	2014	CHEVROLET	TAHOE	1GNLC2E00ER192295	15515	$48,262	007912	$313					$313
151	2013	CHEVROLET	TAHOE	1GNLC2E01DR254009		$26,994	007912	$313					$313
153	2014	CHEVROLET	TAHOE	1GNLC2E01ER186036		$48,262	007912	$313					$313
154	2014	CHEVROLET	TAHOE	1GNLC2E01ER186991		$48,262	007912	$313					$313
155	2014	CHEVROLET	TAHOE	1GNLC2E01ER192273		$48,262	007912	$313					$313
157	2013	CHEVROLET	TAHOE	1GNLC2E02DR253001		$26,994	007912	$313					$313
158	2014	CHEVROLET	TAHOE	1GNLC2E02ER185557	15558	$48,262	007912	$313					$313
160	2013	CHEVROLET	TAHOE	1GNLC2E03DR253282		$26,994	007912	$313					$313
161	2014	CHEVROLET	TAHOE	1GNLC2E03ER179864	15619	$48,262	007912	$313					$313
162	2014	CHEVROLET	TAHOE	1GNLC2E03ER187947		$48,262	007912	$313					$313
163	2014	CHEVROLET	TAHOE	1GNLC2E03ER191724		$48,262	007912	$313					$313
164	2012	CHEVROLET	TAHOE	1GNLC2E04CR318574		$0	007912	$313					$313
166	2013	CHEVROLET	TAHOE	1GNLC2E04DR253775		$26,994	007912	$313					$313
169	2014	CHEVROLET	TAHOE	1GNLC2E04ER192347	15565	$48,262	007912	$313					$313
170	2013	CHEVROLET	TAHOE	1GNLC2E06DR253387		$26,994	007912	$313					$313
171	2014	CHEVROLET	TAHOE	1GNLC2E06ER182676	15621	$48,262	007912	$313					$313
173	2013	CHEVROLET	TAHOE	1GNLC2E07DR253446		$26,993	007912	$313					$313
175	2014	CHEVROLET	TAHOE	1GNLC2E07ER192262	15516	$48,262	007912	$313					$313
176	2013	CHEVROLET	TAHOE	1GNLC2E08DR316893		$27,328	007912	$313					$313
179	2013	CHEVROLET	TAHOE	1GNLC2E09DR276811		$0	007912	$313					$313
182	2014	CHEVROLET	TAHOE	1GNLC2E0XER191736	15518	$48,262	007912	$313					$313
183	2014	CHEVROLET	TAHOE	1GNLC2E0XER192174		$48,262	007912	$313					$313
203	2010	JEEP	GRAND CHEROKEE LAREDO	1J4PS4GK8AC124373		$0	007912	$313					$313

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
204	2011	JEEP	GRAND CHEROKEE	1J4RS4GG5BC704086		$22,006	007912	$313					$313
205	2011	JEEP	GRAND CHEROKEE	1J4RS4GGXBC705802		$21,406	007912	$313					$313
215	2010	DODGE	CHARGER	2B3AA4CV0AH303326		$0	007911	$417					$417
234	2010	DODGE	CHARGER	2B3AA4CV9AH303325		$0	007911	$417					$417
264	2007	DODGE	CHARGER	2B3KA43R07H714600		$100	007911	$417					$417
274	2008	DODGE	CHARGER	2B3KA43R48H180633		$15,081	007911	$417					$417
312	2006	FORD	CROWN VICTORIA POLICE INTERCEPTOR	2FAFP71W36X125480		$100	007911	$417					$417
337	2004	FORD	CROWN VICTORIA	2FTRX17W14CA29704		$0	007911	$417					$417
371	2014	FREIGHTLINER	SPRINTER VAN	WDYPF4CC2E5834232	15595	$59,220	007912	$313					$313
395	2010	DODGE	CHARGER	2B3AA4CT3AH181642		$0	007911	$417					$417
400	2014	CHEVROLET	TAHOE	1GNLC2E05ER192101	18061	$48,262	007912	$313					$313
433	2015	JEEP	CHEROKEE	1C4RJEAG1FC763651	18939	$27,053	007912	$313					$313
436	2007	CHEVROLET	TAHOE	1GNEC03087R404105	18946	$0	007912	$313					$313
439	1988	OTHER	PONDEROSA TRAILER	5178		$0	684990	$104					$104
440	2015	CHEVROLET	TAHOE	1GNLC2EC4FR555273	18933	$49,911	007912	$313					$313
442	2015	CHEVROLET	TAHOE	1GNLC2EC0FR555450	18937	$49,911	007912	$313					$313
444	2015	CHEVROLET	TAHOE	1GNLC2EC1FR555537	18931	$49,911	007912	$313					$313
445	1960	FORD	FAIRLANE SPV	0000000J32X125878		$10,000	007912	$313					$313
448	2015	CHEVROLET	TAHOE	1GNLC2EC8FR557267	18932	$49,911	007912	$313					$313
449	2015	CHEVROLET	TAHOE	1GNLC2EC9FR558282	18935	$49,911	007912	$313					$313
450	2015	CHEVROLET	TAHOE	1GNLC2EC2FR558348	18934	$49,911	007912	$313					$313
452	2008	CHEVROLET	TAHOE	1GNEC03098R218932	18947	$0	007912	$313					$313
457	2014	HONDA	MOTORCYCLE	JH2SC5154EK200132		$0	007942	$104					$104
467	2015	JEEP	GRAND CHEROKEE	1C4RJEAG4FC231844		$0	007912	$313					$313
468	2016	CHRYSLER	300 LIMITED	2C3CCAAGXGH156949		$0	007911	$417					$417
469	2016	FORD	TAURUS	1FAHP2MK8GG104197		$0	007911	$417					$417
470	2016	FORD	FUSION	3FA6P0G79GR332740		$0	007911	$417					$417
471	2016	FORD	EXPLORER	1FAHP2MK6GG104196		$0	007912	$313					$313
480	2016	FORD	EXPLORER	1FM5K8AR0GGB96997		$0	007912	$313					$313
483	2016	FORD	EXPLORER	1FM5K8AR8GGB96990		$0	007912	$313					$313
484	2016	FORD	EXPLORER	1FM5K8ARXGGB96991		$0	007912	$313					$313
485	2016	FORD	EXPLORER	1FM5K8AR1GGB96992		$0	007912	$313					$313
489	2016	FORD	EXPLORER	1FM5K8AR7GGB97001		$0	007912	$313					$313
490	2016	FORD	EXPLORER	1FM5K8AR9GGB97002		$0	007912	$313					$313

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
491	2016	FORD	EXPLORER	1FM5K8AR0GGB97003		$0	007912	$313					$313
492	2016	FORD	EXPLORER	1FM5K8AR2GGB97004		$0	007912	$313					$313
493	2016	FORD	EXPLORER	1FM5K8AR4GGB97005		$0	007912	$313					$313
495	2016	FORD	EXPLORER	1FM5K8AR8GGB97010		$0	007912	$313					$313
496	2016	FORD	EXPLORER	1FM5K8AR1GGB97012		$0	007912	$313					$313
498	2016	FORD	EXPLORER	1FM5K8AR5GGB97000		$0	007912	$313					$313
501	2016	FORD	EXPLORER	1FM5K8ARXGGB97011		$0	007912	$313					$313
502	2016	FORD	EXPLORER	1FM5K8AR3GGB97013		$0	007912	$313					$313
504	2016	FORD	EXPLORER	1FM5K8ARXGGB97008	1630	$0	007912	$313					$313
505	2016	FORD	EXPLORER	1FM5K8AR7GGB96995		$0	007912	$313					$313
506	2016	FORD	EXPLORER	1FM5K8AR9GGB96996		$0	007912	$313					$313
516	2015	DODGE	CHARGER	2C3CDXCT7FH917509	Warrants	$0	007911	$417					$417
517	2016	FORD	FUSION	3FA6P0G72GR332739	CID	$0	007911	$417					$417
534	2017	DODGE	CHARGER	2C3CDXAT4HH557041		$40,160	007911	$417					$417
536	2017	FORD	FUSION	3FA6P0G70HR344745		$52,466	007911	$417					$417
538	2017	FORD	E350 VAN	1FTBW2CG2HKA76606		$53,212	007912	$313					$313
543	2017	FORD	EXPLORER	1FM5K8AR2HGC86184		$53,212	007912	$313					$313
546	2017	FORD	EXPLORER	1FM5K8AR8HGC34655		$53,212	007912	$313					$313
547	2017	FORD	EXPLORER	1FM5K8AR4HGC34653		$53,212	007912	$313					$313
548	2017	FORD	EXPLORER	1FM5K8AR2HGC34652		$53,212	007912	$313					$313
549	2017	FORD	EXPLORER	1FM5K8AR5HGC34659		$53,212	007912	$313					$313
550	2017	FORD	EXPLORER	1FM5K8AR3HGC34658		$53,212	007912	$313					$313
551	2017	FORD	EXPLORER	1FM5K8AR9HGC86182		$53,212	007912	$313					$313
552	2017	FORD	EXPLORER	1FM5K8ARXHGC34656		$53,212	007912	$313					$313
555	2016	FORD	EXPLORER	1FM5K8AR8GGB97007		$0	007912	$313					$313
558	2015	HONDA	MOTORCYCLE	JH2SC5151FE300061		$0	007942	$104					$104
560	1991	HUMMER	1.25 TON SWAT TRUCK	115870		$0	007912	$313					$313
561	2017	FORD	TAURUS	1FAHP2MK0HG119858		$40,373	007911	$417					$417
566	2017	FORD	EXPLORER	1FM5K8AR0HGC86183		$53,212	007912	$313					$313
587	2018	FORD	FUSION	3FA6P0G70JR170567	CID-1801	$34,704	007911	$417					$417
588	2018	FORD	FUSION	3FA6P0G79JR170566	CID-1807	$34,704	007911	$417					$417
589	2018	FORD	FUSION	3FA6P0G77JR170565	CID-1805	$34,704	007911	$417					$417
591	2018	FORD	FUSION	3FA6P0G7XJR170561	CID-1802	$34,704	007911	$417					$417
593	2018	FORD	FUSION	3FA6P0G71JR170562	CID-1803	$34,704	007911	$417					$417

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
594	2018	FORD	FUSION	3FA6P0G75JR170564	CID-1806	$34,704	007911	$417					$417
596	2018	DODGE	GRAND CARAVAN SE	2C4RDGBG4JR182145		$35,494	007912	$313					$313
604	2018	FORD	BEARKAT SWAT VEHICLE	1FDAF5HT3GED41478		$36,151	007912	$313	$161	$69		X	$544
609	2018	FORD	TAURUS	1FAHP2MK3JG117737	1817	$36,151	007911	$417					$417
610	2018	FORD	TAURUS	1FAHP2MK7JG117742	1818	$36,151	007911	$417					$417
611	2018	FORD	TAURUS	1FAHP2MK1JG117736	1819	$36,151	007911	$417					$417
612	2018	FORD	TAURUS	1FAHP2MK3JG117740	1820	$36,151	007911	$417					$417
613	2018	FORD	TAURUS	1FAHP2MK8JG117734	1821	$36,151	007911	$417					$417
614	2018	FORD	TAURUS	1FAHP2MK5JG117741	1822	$36,151	007911	$417					$417
615	2018	FORD	TAURUS	1FAHP2MK2JG116319	1823	$36,151	007911	$417					$417
617	2018	FORD	TAURUS	1FAHP2MK7JG117739	1825	$36,151	007911	$417					$417
622	2018	FORD	EXPLORER	1FM5K8AR3JGB12890	1834	$42,813	007912	$313					$313
627	2018	FORD	EXPLORER POLICE	1FM5K8AR3JGB12887	1826	$42,813	007912	$313					$313
628	2018	FORD	EXPLORER POLICE	1FM5K8AR5JGB12891	1829	$42,813	007912	$313					$313
629	2018	FORD	EXPLORER POLICE	1FM5K8AR0JGB12880	1832	$42,813	007912	$313					$313
631	2018	FORD	EXPLORER POLICE	1FM5K8AR6JGB12883	1830	$42,813	007912	$313					$313
632	2018	FORD	EXPLORER POLICE	1FM5K8AR2JGB12878	1831	$42,813	007912	$313					$313
633	2018	FORD	EXPLORER POLICE	1FM5K8AR4JGB12879		$42,813	007912	$313					$313
641	2018	FORD	TAURUS	1FAHP2MKXJG117735	1827	$36,151	007911	$417					$417
642	2018	FORD	EXPLORER	1FM5K8AR5JGB12884	1828	$42,813	007912	$313					$313
643	2018	FORD	TRANSIT	1FBZXLCM6JKA61473	1833	$42,813	007912	$313					$313
645	2018	FORD	EXPLORER PPV	1FM5K8AR9KGA12939		$42,813	007912	$313					$313
652	1901	MITSUBISHI	TRUCKSTER	U42T-0422450		$0	007912	$313					$313
653	1901	OTHER	DIHATSU TRUCKSTER	S110P-042789		$0	007912	$313					$313
654	2007	FORD	RANGER	1FTCR10U9VPA96687		$0	007912	$313					$313
655	2017	FORD	F250	1FT7W2A60HEC80853		$64,886	007912	$313					$313
660	2018	FORD	EXPLORER INTERCEPTOR	1FM5K8AR6JGC43103		$45,431	007912	$313					$313
661	2020	CHEVROLET	SILVERADO 1500	3GCPWCED4LG205217		$51,275	007912	$313	$218	$104		X	$635
662	2020	TOYOTA	RAV4	2T3W1RFV4LC042140		$42,225	007912	$313	$161	$69		X	$544
676	2020	FORD	F150 XLT	1FTEW1C5XLKD51380		$43,360	007912	$313	$161	$69		X	$544
677	2020	CHEVROLET	TAHOE	1GNLCDEC6LR161121		$36,865	007912	$313	$161	$69		X	$544
678	2020	NISSAN	PATHFINDER	5N1DR2BN9LC587714		$48,130	007912	$313	$161	$69		X	$544
680	2020	FORD	F150	1FTEW1CP3LKD08260		$47,140	007912	$313	$161	$69		X	$544
681	2020	FORD	DURANGO	1C4RDHDG1KC769433		$48,989	007912	$313	$161	$69		X	$544

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
682	2020	DODGE	DURANGO	1C4RDHDG4LC116306		$48,989	007912	$313	$161	$69		X	$544
683	2020	FORD	F250	1FT7X2A60LEC30573		$63,400	007912	$313	$218	$104		X	$635
686	2020	DODGE	CHARGER	2C3CDXCT0LH160612		$43,306	007911	$417	$161	$69		X	$648
688	2020	FORD	F150	1FTEW1P43LKD52064		$49,566	007912	$313	$161	$69		X	$544
692	2020	DODGE	DURANGO	1C4SDJFT6LC296911	2012	$48,989	007912	$313	$161	$69		X	$544
693	2020	DODGE	DURANGO	1C4SDKFT1LC301917	2013	$48,989	007912	$313	$161	$69		X	$544
694	2020	DODGE	DURANGO	1C4SDJFT3LC301918	2014	$48,989	007912	$313	$161	$69		X	$544
698	2020	DODGE	DURANGO	1C4SDJFT5LC309020	2015	$48,989	007912	$313	$161	$69		X	$544
699	2020	DODGE	DURANGO	1C4SDJFT7LC309021	2016	$48,989	007912	$313	$161	$69		X	$544
700	2020	DODGE	DURANGO	1C4SDJFT0LC309023	2017	$48,989	007912	$313	$161	$69		X	$544
701	2020	DODGE	DURANGO	1C4SDJFT9LC309019	2018	$48,989	007912	$313	$161	$69		X	$544
703	2020	CHEVROLET	SILVERADO 1500	1GCRWAEH4LZ324904		$36,665	007912	$313	$161	$69		X	$544
707	2021	CHEVROLET	SILVERADO	1GCRWAEF6MZ209284		$51,495	007912	$313	$218	$104		X	$635
708	2021	CHEVROLET	SILVERADO	1GCRWAEF7MZ208757		$51,495	007912	$313	$218	$104		X	$635
709	2021	CHEVROLET	SILVERADO	1GCRWAEF7MZ213649		$51,495	007912	$313	$218	$104		X	$635
710	2021	CHEVROLET	SILVERADO	1GCRWAEF2MZ214658		$51,495	007912	$313	$218	$104		X	$635
711	2009	CHEVROLET	G4500	1GBKG316X91154946		$0	007912	$313					$313
712	2021	DODGE	CHARGER	2C3CDXAT2MH532259		$31,093	007911	$417	$161	$69		X	$648
713	2021	DODGE	CHARGER	2C3CDXAT0MH532261		$19,421	007911	$417	$97	$42		X	$556
714	2021	DODGE	CHARGER	2C3CDXAT4MH532263		$42,339	007911	$417	$161	$69		X	$648
715	2021	DODGE	CHARGER	2C3CDXAT9MH532260		$32,677	007911	$417	$161	$69		X	$648
716	2021	JEEP	CHEROKEE	1C4RJEAG0MC571053		$48,901	007912	$313	$161	$69		X	$544
719	2009	FORD	F150	1FTPW14V19FA69587		$0	007912	$313					$313
720	2021	DODGE	CHARGER	2C3CDXAT0MH532258		$29,788	007911	$417	$161	$69		X	$648
721	2019	DODGE	CHARGER	2C3CDXKT4KH600721		$44,059	007911	$417	$161	$69		X	$648
722	2019	DODGE	CHARGER	2C3CDXKTXKH600724		$44,059	007911	$417	$161	$69		X	$648
723	2019	FORD	TAURUS	1FAHP2MK3KG112152		$42,266	007911	$417	$161	$69		X	$648
727	2020	FORD	EXPLORER	1FM5K8AB9LGC51248		$48,579	007912	$313	$161	$69		X	$544
730	2020	FORD	EXPLORER	1FM5K8AB0LGC51249		$48,579	007912	$313	$161	$69		X	$544
737	2020	FORD	EXPLORER	1FM5K8AB5LGC51246		$48,579	007912	$313	$161	$69		X	$544
740	2020	FORD	EXPLORER	1FM5K8AB5LGC35354		$48,579	007912	$313	$161	$69		X	$544
742	2020	FORD	EXPLORER	1FM5K8AB0LGC51252		$48,579	007912	$313	$161	$69		X	$544
745	2019	DODGE	CHARGER	2C3CDXKT2KH600720		$44,059	007911	$417	$161	$69		X	$648
748	2020	FORD	EXPLORER	1FM5K8AB6LGD08196		$48,579	007912	$313	$161	$69		X	$544

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
753	2014	CHEVROLET	TAHOE	1GNLC2E02ER192069		$0	007912	$313					$313
755	2020	FORD	EXPLORER	1FM5K8ABLGC63127		$48,579	007912	$313	$161	$69		X	$544
757	2021	DODGE	CHARGER	2C3CDXAT2MH532262		$26,008	007911	$417	$161	$69		X	$648
759	2019	DODGE	CHARGER	2C3CDXKT6KH600722		$44,059	007911	$417	$161	$69		X	$648
761	2016	FORD	EXPLORER	1FM5K8AR2GGB96998		$0	007912	$313					$313
762	2016	FORD	EXPLORER	1FM5K8AR6GGB97006		$0	007912	$313					$313
765	2020	FORD	EXPLORER	1FM5K8AB7LGCD1250		$48,579	007912	$313	$161	$69		X	$544
767	2020	FORD	EXPLORER	1FM5K8AB9LGC63125		$48,579	007912	$313	$161	$69		X	$544
768	2020	FORD	EXPLORER	1FM5K8AB0LGC63126		$48,579	007912	$313	$161	$69		X	$544
772	2020	FORD	EXPLORER	1FM5K8AB9LGC51251		$48,579	007912	$313	$161	$69		X	$544
774	2019	DODGE	CHARGER	2C3CDXKT8KH600723		$44,059	007911	$417	$161	$69		X	$648
781	2021	NISSAN	TITAN	1N6AA1EE5NN103661		$32,000	007912	$313	$161	$69		X	$544
782	2021	NISSAN	TITAN	1N6AA1EEXNN103574		$32,000	007912	$313	$161	$69		X	$544
793	2021	OTHER	QUALITY CARGO ENCLOSED TRAILER	50ZBE1214MN020504		$4,600	684990	$104	$16	$9			$130
794	2022	FORD	EXPLORER	1FMSK7DH1NGB32948		$34,800	007912	$313	$161	$69		X	$544
795	2022	FORD	EXPLORER	1FMSK7DH2NGB32313		$34,800	007912	$313	$161	$69		X	$544
797	2022	CHEVROLET	EQUINOX	2GNAXJEV1N6137464		$22,300	007912	$313	$97	$42		X	$452
798	2022	CHEVROLET	EQUINOX	2GNAXJEV8N6152950		$22,300	007912	$313	$97	$42		X	$452
799	2022	CHEVROLET	EQUINOX	2GNAXJEV6N6137461		$22,300	007912	$313	$97	$42		X	$452
811	2022	CHEVROLET	SILVERADO	1GC0WLE78NF212011		$38,104	007912	$313	$161	$69			$544
812	2022	HARLEY DAVIDSON	FLHP	1HD1FHP19NB670415		$31,905	007942	$104	$81	$46			$231
813	2022	HARLEY DAVIDSON	FLHP	1HD1FHP14NB670516		$31,905	007942	$104	$81	$46			$231
814	2022	HARLEY DAVIDSON	FLHP	1HD1FHP14NB670533		$31,905	007942	$104	$81	$46			$231
818	2022	CHEVROLET	SILVERADO	1GC0WLE74NF211843		$40,857	007912	$313	$161	$69		X	$544
819	2023	FORD	TRANSIT	1FBAX2Y87PKA22117		$62,227	007912	$313	$249	$114		X	$677
822	2023	CHEVROLET	TRAVERSE	1GNERFKWXPJ204722		$65,300	007912	$313	$249	$114		X	$677
823	2023	CHEVROLET	TRAVERSE	1GNERFKW5PJ204532		$65,300	007912	$313	$249	$114		X	$677
824	2023	CHEVROLET	TRAVERSE	1GNERFKW7PJ204659		$65,300	007912	$313	$249	$114		X	$677
825	2023	CHEVROLET	TRAVERSE	1GNERFKW8PF204668		$65,300	007912	$313	$249	$114		X	$677
826	2023	CHEVROLET	TRAVERSE	1GNERFKW3PJ204626		$65,300	007912	$313	$249	$114		X	$677
828	2023	CHEVROLET	TRAVERSE	1GENERFKW0PJ20473		$65,300	007912	$313	$249	$114		X	$677
829	2023	CHEVROLET	TRAVERSE	1GNERFKW5PJ204742		$65,300	007912	$313	$249	$114		X	$677

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
835	2022	FORD	EXPLORER	1FM5K8ACXNGC23289	2217	$65,300	007912	$313	$218	$104		X	$635
836	2022	FORD	EXPLORER	1FM5K8AC7NGC23329	2218	$65,300	007912	$313	$218	$104		X	$635
837	2022	FORD	EXPLORER	1FM5K8AC8NGC23338	2219	$65,300	007912	$313	$218	$104		X	$635
838	2022	FORD	EXPLORER	1FM5K8AC7NGC23461	2220	$65,300	007912	$313	$218	$104		X	$635
839	2023	CHEVROLET	TRAVERSE	1GNERFKW0PJ204583	2309	$65,300	007912	$313	$249	$114		X	$677
840	2023	CHEVROLET	TRAVERSE	1GNERFKW0PJ204728		$33,155	007912	$313	$184	$76			$574
841	2022	FORD	EXPLORER	1FM5K8AC3NGC23120		$65,300	007912	$313	$218	$104		X	$635
842	2022	FORD	EXPLORER	1FM5K8AC8NGC23470		$65,300	007912	$313	$218	$104		X	$635
843	2022	FORD	EXPLORER	1FM5K8AC2NGC23559		$65,300	007912	$313	$218	$104		X	$635
848	2023	DODGE	CHARGER	2C3CDXAT0PH588771		$39,589	007911	$417	$184	$76			$678
849	2023	DODGE	CHARGER	2C3CDXAT9PH588770		$39,589	007911	$417	$184	$76			$678
850	2023	DODGE	CHARGER	2C3CDXAT3PH588764		$39,589	007911	$417	$184	$76			$678
857	2023	CHEVROLET	TRAVERSE	1GNERFKW4PJ330705		$35,915	007912	$313	$184	$76			$574
858	2023	CHEVROLET	TRAVERSE	1GNERFKW7PJ330939		$35,915	007912	$313	$184	$76			$574
859	2023	CHEVROLET	TRAVERSE	1GNERFKW0PJ336064		$35,915	007912	$313	$184	$76			$574
860	2023	CHEVROLET	TRAVERSE	1GNERFKW9PJ335088		$35,915	007912	$313	$184	$76			$574
864	2023	FORD	EXPLORER	1FM5K8AB5PGC00514		$69,381	007912	$313	$249	$114		X	$677
866	2023	FORD	EXPLORER	1FM5K8AB8PGC01477		$69,381	007912	$313	$249	$114		X	$677
867	2023	FORD	EXPLORER	1FM5K8AB6PGC01381		$69,381	007912	$313	$249	$114		X	$677
868	2023	FORD	EXPLORER	1FM5K8AB4PGC00827		$66,600	007912	$313	$249	$114		X	$677
869	2023	FORD	EXPLORER	1FM5K8AB5PGC00819		$66,600	007912	$313	$249	$114		X	$677
870	2023	FORD	EXPLORER	1FM5K8AB1PGC00963		$66,600	007912	$313	$249	$114		X	$677
871	2023	FORD	EXPLORER	1FM5K8AB1PGC00820		$66,600	007912	$313	$249	$114		X	$677
872	2023	CHEVROLET	TRAVERSE	1GNERFKW7PJ341973		$31,900	007912	$313	$184	$76			$574
873	2023	FORD	EXPLORER	1FM5K8AB1PGC00932		$66,880	007912	$313	$249	$114		X	$677
874	2023	FORD	EXPLORER	1FM5K8AC8PGC17249		$66,880	007912	$313	$249	$114		X	$677
875	2023	FORD	EXPLORER	1FM5K8AB4PGC00231		$66,880	007912	$313	$249	$114		X	$677
876	2023	FORD	EXPLORER	1FM5K8AB2PGC01474		$66,880	007912	$313	$249	$114		X	$677
877	2023	FORD	EXPLORER	1FM5K8AC2PGC21958		$69,785	007912	$313	$249	$114		X	$677
878	2023	FORD	EXPLORER	1FM5K8AC6PGC20845		$69,785	007912	$313	$249	$114		X	$677
880	2023	FORD	EXPLORER	1FM5K8AC2PGC19935		$69,785	007912	$313	$249	$114		X	$677
881	2023	FORD	EXPLORER	1FM5K8AC2PGC19515		$69,785	007912	$313	$249	$114		X	$677
882	2023	FORD	EXPLORER	1FM5K8AB8PGC00796		$69,785	007912	$313	$249	$114		X	$677
884	2023	DODGE	CHARGER	2C3CDXAT7PH568906		$77,062	007911	$417	$341	$172		X	$930

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
885	2023	DODGE	CHARGER	2C3CDXAT2PH568926		$77,062	007911	$417	$341	$172		X	$930
887	2023	DODGE	CHARGER	2C3CDXAT9PH568924		$77,062	007911	$417	$341	$172		X	$930
888	2023	DODGE	CHARGER	2C3CDXAT8PH534179		$77,062	007911	$417	$341	$172		X	$930
889	2023	DODGE	CHARGER	2C3CDXAT2PH565962		$76,419	007911	$417	$341	$172		X	$930
890	2023	DODGE	CHARGER	2C3CDXAT9PH568907		$77,062	007911	$417	$341	$172		X	$930
891	2023	DODGE	CHARGER	2C3CDXAT5PH568922		$77,062	007911	$417	$341	$172		X	$930
892	2023	DODGE	CHARGER	2C3CDXKG1PH599618		$76,419	007911	$417	$341	$172		X	$930
893	2023	DODGE	CHARGER	2C3DCXAT1PH568917		$77,062	007911	$417	$341	$172		X	$930
894	2023	DODGE	CHARGER	2C3CDXAT3PH568899		$76,419	007911	$417	$341	$172		X	$930
895	2023	DODGE	CHARGER	2C3CDXAT8PH568932		$77,062	007911	$417	$341	$172		X	$930
896	2023	DODGE	CHARGER	2C3CDXATXPH568916		$76,419	007911	$417	$341	$172		X	$930
897	2023	DODGE	CHARGER	2C3CDXAT3PH568921		$77,062	007911	$417	$341	$172		X	$930
898	2023	DODGE	CHARGER	2C3CDXAT1PH568920		$77,062	007911	$417	$341	$172		X	$930
899	2023	DODGE	CHARGER	2C3CDXAT3PH568918		$77,062	007911	$417	$341	$172		X	$930
900	2023	DODGE	CHARGER	2C3CDXAT7PH568940		$76,419	007911	$417	$341	$172		X	$930
901	2023	DODGE	CHARGER	2C3CDXAT0PH568925		$77,062	007911	$417	$341	$172		X	$930
902	2023	DODGE	CHARGER	2C3CDXAT1PH568898		$76,419	007911	$417	$341	$172		X	$930
903	2023	DODGE	CHARGER	2C3CDXAT9PH564873		$77,062	007911	$417	$341	$172		X	$930
904	2023	DODGE	CHARGER	2C3CDXAT4PH568927		$77,062	007911	$417	$341	$172		X	$930
905	2023	DODGE	CHARGER	2C3CDXAT3PH568935		$77,062	007911	$417	$341	$172		X	$930
906	2023	DODGE	CHARGER	2C3CDXATXPH565966		$76,419	007911	$417	$341	$172		X	$930
907	2023	DODGE	CHARGER	2C3CDXAT8PH568896		$77,062	007911	$417	$341	$172		X	$930
908	2023	DODGE	CHARGER	2C3CDXAT0PH592223		$77,062	007911	$417	$341	$172		X	$930
909	2023	DODGE	CHARGER	2C3CDXAT8PH568929		$76,419	007911	$417	$341	$172		X	$930
910	2023	DODGE	CHARGER	2C3CDXAT4PH568913		$77,062	007911	$417	$341	$172		X	$930
912	2023	DODGE	CHARGER	2C3CDXAT6PH568928		$77,062	007911	$417	$341	$172		X	$930
913	2023	DODGE	CHARGER	2C3CDXAT4PH534180		$77,062	007911	$417	$341	$172		X	$930
914	2023	DODGE	CHARGER	2C3CDXAT2PH588769		$77,062	007911	$417	$341	$172		X	$930
915	2023	DODGE	CHARGER	2C3CDXAT5PH568936		$76,419	007911	$417	$341	$172		X	$930
918	2023	DODGE	CHARGER	2C3CDXAT9PH568938		$77,062	007911	$417	$341	$172		X	$930
921	2023	DODGE	CHARGER	2C3CDXAT1PH568934		$77,062	007911	$417	$341	$172		X	$930
922	2023	DODGE	CHARGER	2C3CDXAT0PH568939		$77,062	007911	$417	$341	$172		X	$930
924	2023	DODGE	CHARGER	2C3CDXATXPH568933		$77,062	007911	$417	$341	$172		X	$930
926	2022	TOYOTA	4RUNNER	JTERU5JRN5999574		$34,000	007912	$313	$161	$69			$544

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
933	2024	DODGE	DURANGO	1C4RDHAG6RC234130		$41,925	007912	$313	$208	$104			$625
934	2024	DODGE	DURANGO	1C4RDHAG1RC234133		$41,925	007912	$313	$208	$104			$625
935	2024	DODGE	DURANGO	1C4RDHAGXRC234132		$41,925	007912	$313	$208	$104			$625
936	2024	DODGE	DURANGO	1C4RDHAG8RC234131		$41,925	007912	$313	$208	$104			$625
937	2024	DODGE	DURANGO	1C4RDHAG3RC234134		$41,925	007912	$313	$208	$104			$625
955	2024	FORD	F150	1FTEW1CB4PKF74137	2406	$39,442	007912	$313	$208	$104		X	$625
956	2024	FORD	F150	1FTEW1CB7PKF84080	2407	$39,442	007912	$313	$208	$104		X	$625
957	2024	FORD	EXPLORER	1FM5K8AB7RGA58055	2408	$51,946	007912	$313	$280	$156		X	$749
964	2023	DODGE	CHARGER	2C3CDXAT7PH568923		$55,460	007912	$313	$249	$114		X	$677
965	2023	DODGE	CHARGER	2C3CDXAT7PH568937		$55,460	007912	$313	$249	$114		X	$677
966	2024	FORD	TRANSIT 350	1FBAX2Y80RKB23700		$55,071	007912	$313	$280	$156		X	$749
972	2023	OTHER	INTE VIC CARGO TRAILER	4RAVS1219PC059551		$1,200	684990	$104	$18	$10			$133
973	2021	OTHER	PACE TRAILER	TR238835		$2,000	684990	$104	$16	$9			$130
974	2022	OTHER	PREM TRAILER	TR238834		$2,500	684990	$104	$16	$9			$130
986	2017	OTHER	CM UTILITY TRAILER	TR238940		$500	684990	$104					$104
987	2011	OTHER	MAXE UTILITY TRAILER	TR238941		$1,500	684990	$104					$104
988	2011	OTHER	TOWM UTILITY TRAILER	TR238942		$2,000	684990	$104					$104
989	2000	OTHER	CM UTILITY TRAILER	TR238943		$1,500	684990	$104					$104
992	2024	CHEVROLET	TAHOE	1GNSCLED0RR250447		$53,439	007912	$313	$280	$156		X	$749
993	2024	CHEVROLET	TAHOE	1GNSCLEDXRR249662		$53,468	007912	$313	$280	$156		X	$749
994	2024	CHEVROLET	TAHOE	1GNSCLED5RR250007		$53,468	007912	$313	$280	$156		X	$749
996	2025	CHEVROLET	TRAVERSE	1GNERGRS4SJ286903		$38,702	007912	$313	$231	$139			$682
997	2025	CHEVROLET	TRAVERSE	1GNERGRS7SJ287771		$38,727	007912	$313	$231	$139			$682
998	2024	CHEVROLET	TAHOE	1GNSCLED4RR250127		$53,477	007912	$313	$280	$156		X	$749
1000	2023	CHEVROLET	TAHOE	1GNSKLED9PR485218		$52,116	007912	$313	$249	$114		X	$677
1001	2024	CHEVROLET	TAHOE	1GNSCLED7RR249604		$73,285	007912	$313	$280	$156		X	$749
1002	2025	FORD	EXPLORER	1FM5K8AB6SGC34678		$48,176	007912	$313	$231	$139			$682
1003	2025	FORD	EXPLORER	1FM5K8AB1SGC33647		$48,176	007912	$313	$231	$139			$682
1004	2025	FORD	EXPLORER	1FM5K8AB6SGC33272		$48,176	007912	$313	$231	$139			$682
1005	2025	FORD	EXPLORER	1FM5K8AB8SGC33225		$48,176	007912	$313	$231	$139			$682

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
1010	2025	CHEVROLET	SILVERADO 1500 CREW CAB	3GCPABEK5SG318566		$46,897	007912	$313	$231	$139			$682
1011	2025	CHEVROLET	SILVERADO 1500 CREW CAB	3GCPABEKXSG278498		$46,897	007912	$313	$231	$139			$682
1025	2025	FORD	EXPLORER	1FM5K8AB2SGC33768		$48,129	007912	$313	$231	$139		X	$682
1026	2025	FORD	EXPLORER	1FM5K8AB5SGC33280		$48,129	007912	$313	$231	$139		X	$682
1027	2025	FORD	EXPLORER	1FM5K8AB2SGC34189		$48,129	007912	$313	$231	$139		X	$682
1028	2025	FORD	EXPLORER	1FM5K8AB8SGC33807		$48,189	007912	$313	$231	$139		X	$682
1029	2025	FORD	EXPLORER	1FM5K8AB6SGC34700		$48,189	007912	$313	$231	$139		X	$682
1030	2025	FORD	EXPLORER	1FM5K8AB4SGC33254		$48,176	007912	$313	$231	$139			$682
1031	2025	FORD	EXPLORER	1FM5K8AB6SGC32431		$48,122	007912	$313	$231	$139		X	$682
1032	2025	FORD	EXPLORER	1FM5K8ABXSGC33520		$48,122	007912	$313	$231	$139		X	$682
1033	2025	FORD	EXPLORER	1FM5K8AB2SGC32491		$48,122	007912	$313	$231	$139		X	$682
1034	2025	FORD	EXPLORER	1FM5K8AB5SGC34087		$47,295	007912	$313	$231	$139		X	$682
1035	2025	FORD	EXPLORER	1FM5K8AB9SGC33749		$47,295	007912	$313	$231	$139		X	$682
1036	2025	FORD	EXPLORER	1FM5K8AB9SGC33475		$47,295	007912	$313	$231	$139		X	$682
1037	2025	FORD	EXPLORER	1FM5K8AB2SGC33561		$47,295	007912	$313	$231	$139		X	$682
1038	2025	FORD	EXPLORER	1FM5K8AB5SGC32484		$47,295	007912	$313	$231	$139		X	$682
1039	2025	FORD	EXPLORER	1FM5K8AB3SGC32516		$47,295	007912	$313	$231	$139		X	$682
1040	2026	TOYOTA	CAMRY	4T1DAACK4TU231915		$32,555	007912	$313	$231	$139			$682
1046	2025	FORD	EXPLORER	1FM5K8AB7SGC33796		$47,295	007912	$313	$231	$139		X	$682
1049	2026	CHEVROLET	SILVERADO 1500 CREW CAB LT	3GCPACEKXTG327903		$46,204	007912	$313	$231	$139			$682
1051	2026	RAM	3500 CREW CAB	3C7WR9CJ9TG246413		$98,404	007912	$313	$427	$312		X	$1,052

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
1													
1052	2026	RAM	3500 CREW CAB	3C7WR9CJ0TG246414		$98,404	007912	$313	$427	$312		X	$1,052
1054	2026	CHEVROLET	SILVERADO 1500 CREW CAB	3GCPACEK5TG327968		$46,204	007912	$313	$231	$139			$682
1055	2026	CHEVROLET	TRAVERSE	1GNEVGKS8TJ312958		$41,526	007912	$313	$231	$139			$682
1062	2026	FORD	EXPLORER	1FM5K8AB5TGB73373		$46,271	007912	$313	$231	$139		X	$682
1063	2026	FORD	EXPLORER	1FM5K8AB6TGB73382		$46,271	007912	$313	$231	$139		X	$682
1064	2026	FORD	EXPLORER	1FM5K8AB0TGB73376		$46,271	007912	$313	$231	$139		X	$682
1065	2026	FORD	EXPLORER	1FM5K8AB9TGB73375		$47,071	007912	$313	$231	$139		X	$682
1066	2026	FORD	EXPLORER	1FM5K8AB2TGB73377		$46,271	007912	$313	$231	$139		X	$682
1067	2026	FORD	EXPLORER	1FM5K8AB1TGB73368		$46,571	007912	$313	$231	$139		X	$682
1068	2026	FORD	EXPLORER	1FM5K8AB3TGB73369		$47,071	007912	$313	$231	$139		X	$682
1069	2026	FORD	F150 SUPERCREW	1FTEW2KP5TKE50438		$42,690	007912	$313	$231	$139			$682
1070	2026	FORD	EXPLORER	1FM5K8ABXTGB73367		$46,571	007912	$313	$231	$139		X	$682
1071	2026	FORD	EXPLORER	1FM5K8ABXTGB73370		$47,071	007912	$313	$231	$139		X	$682
1075	2026	FORD	F150 SUPERCREW STX	1FTEW2KP0TKE50105		$42,690	007912	$313	$231	$139			$682
1076	2026	FORD	EXPLORER	1FM5K8AB4TGB73378		$46,571	007912	$313	$231	$139		X	$682
1077	2026	FORD	EXPLORER	1FM5K8AB7TGB73374		$46,571	007912	$313	$231	$139		X	$682
1078	2026	FORD	EXPLORER	1FM5K8AB4TGB73381		$46,271	007912	$313	$231	$139		X	$682
1079	2026	TOYOTA	SIENNA XLE	5TDYRKEC3TS340963		$53,736	007912	$313	$311	$208			$832
1080	2026	FORD	EXPLORER	1FM5K8AB6TGB73365		$46,271	007912	$313	$231	$139		X	$682
1081	2026	FORD	EXPLORER	1FM5K8AB1TGB73371		$46,271	007912	$313	$231	$139		X	$682

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Class Code	Auto Liability	Auto Physical Damage		POV	EQUIP	Total Contribution
									Coll	Comp			
1082	2026	FORD	EXPLORER	1FM5K8AB6TGB73379		$46,771	007912	$313	$231	$139		X	$682
Department: Sheriff										Total Number of Vehicles:	340		$182,084
206	2007	JEEP	GRAND CHEROKEE	1J8GS48K27C503875		$22,351	014990	$209					$209
Department: Tax										Total Number of Vehicles:	1		$209
846	2023	CHEVROLET	SILVERADO	2GCUDAED4P1135598		$47,100	014990	$209	$92	$51			$352
847	2023	CHEVROLET	SILVERADO	2GCUDAED0P1135937		$47,100	014990	$209	$92	$51			$352
923	2024	CHEVROLET	SILVERADO 2500 SILVERADO CREW CAB	1GC4YLE78RF369622		$52,870	214990	$261	$140	$104			$505
931	2023	CHEVROLET	SILVERADO 3500	1GC4WLE78PF262105		$65,215	014990	$209	$125	$76			$410
991	2025	CHEVROLET	SILVERADO	1GCRAAED1SZ282556		$45,057	014990	$209	$115	$92			$416
999	2025	CHEVROLET	SILVERADO	1GCRAAED8SZ282506		$45,057	014990	$209	$115	$92			$416
1012	2025	FORD	F550	1FD0W5HT9SEC34505		$127,140	214990	$261	$288	$277			$827
1058	2026	CHEVROLET	SILVERADO	1GCRKAED2TZ294763		$47,225	014990	$209	$115	$92			$416
1059	2026	CHEVROLET	SILVERADO	1GCRKAED8TZ295982		$47,225	014990	$209	$115	$92			$416
Department: Transportation										Total Number of Vehicles:	9		$4,111

Totals	Total Number of Vehicles	Contribution
Auto Liability	650	$183,655
Auto Physical Damage, Collision	385	$73,438
Auto Physical Damage, Comprehensive	385	$39,862



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

AUTO LIABILITY
COVERAGE DOCUMENT

AUTO LIABILITY COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverages may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member. No part of this Coverage Document is subject to the Texas Insurance Code.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II - DEFINITIONS

SECTION I — LIABILITY COVERAGE

A. WHAT THE POOL WILL PAY

The Pool will pay all sums, up to the Pool's Limits of Liability as set forth in the CCD, a Covered Person legally must pay as Damages because of Bodily Injury or Property Damage to which this coverage applies, caused by an Accident and resulting from the ownership, maintenance or use of an Auto.

B. WHO IS COVERED

The following are Covered Persons, but only if using the Auto with the Named Member's permission and the use of the Auto is within the scope of the Named Member's permission:

1. The Named Member.

2. The Named Member's Officials, employees, or Volunteers.

3. Anyone while using an Auto the Named Member owns, hires, borrows, or temporarily uses as a substitute for an Auto the Named Member has removed from use due to its breakdown, repair, service, loss or destruction; except that the following are not Covered Persons:

    a. Anyone using an Auto while he or she is working in a business of selling, servicing, repairing, storing or parking Autos unless that business is the Named Member's.

    b. The owner or lessee of whom the Named Member is a sub lessee of a Hired Auto or the owner of a Non-Owned Auto or any agent or employee of any such owner or lessee.

    c. Anyone other than the Named Member's Officials, employees, or Volunteers, while moving property to or from an Auto.

4. Anyone liable for the conduct of a Covered Person described above, but only to the extent of that liability. However, the owner or anyone else from whom the Named Member hires or borrows an Auto is a Covered Person only if that Auto is a trailer connected to an Auto the Named Member owns.

To the extent that the Named Member's Officials, employees or Volunteers qualify as Covered Persons for a covered Accident, the coverage afforded by this Coverage Document applies to the individual liability of those persons, without regard to their, or the Named Member's, immunity from liability or Suit for that Accident.

C. COVERAGE EXTENSIONS

1. Supplementary Payments.

    In addition to the Limits of Liability, the Pool will pay for the Covered Person:

    a. All expenses the Pool incurs.

    b. Up to $250 for cost of bail bonds (including bonds for related traffic law violations) required because of an Accident the Pool covers. The Pool does not have to furnish these bonds.

    c. The cost of bonds to release attachments in any Suit the Pool defends, but only for bond amounts within the Pool's Limits of Liability, except that the Pool will not pay for any bond required in order to appeal an adverse judgment which the Pool has decided not to appeal.

    d. All costs taxed against the Covered Person in any Suit the Pool defends.

e. Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment in any Suit the Pool defends; but the Pool's duty to pay interest ends when the Pool has paid, offered to pay or deposited in court the part of the judgment that is within the Pool's Limits of Liability.

g. Expenses incurred by a Covered Person for first aid to others at the time of an Accident, for Bodily Injury to which this Coverage Document applies.

2. Hired and Non-owned

a. Hired Auto Liability - The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the maintenance or use of a Hired Auto by the Named Member or a Covered Person in the course of the Named Member's business.

b. Non-owned Auto Liability - The Pool will provide limited coverage as set forth in this Coverage Document and the CCD for Bodily Injury or Property Damage arising out of the use of any Non-owned Auto by the Named Member or a Covered Person in the course of the Named Member's business.

c. When the Auto Liability section of the CCD refers only to Hired and Non-owned Liability, the coverage is excess over any other collectible insurance as provided by Section V, Condition U.

3. Supplementary Death Benefit

a. The Pool will pay to a Covered Person's Beneficiary a Supplementary Death Benefit in the amount of $10,000 unless otherwise stated on the CCD because of death to the Covered Person:

(1) Caused by an Auto Accident; and

(2) Sustained by a Covered Person while wearing a Seat Belt or protected by an Airbag.

b. The Pool will pay the benefit, if such death occurs within three years of the date of such Accident.

c. This Supplementary Death Benefit shall not be reduced by any other amounts paid or payable under this Coverage Document or other coverage or insurance for the Accident.

d. The Beneficiary must furnish the Pool with proof of death of the Covered Person, accompanied by a police report or other verifiable proof that the Covered Person was wearing a Seat Belt or protected by an Airbag at the time the Accident occurred.

e. No deductible applies.

4. Out of State Coverage

a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring out of state if:

(1) A Covered Person is using an Auto within the Coverage Territory described in Section V, Conditions, W., but outside of the State of Texas, and

(2) The laws of that state, territory, or province require the Covered Person to maintain insurance with respect to the operation or use of that Auto within its borders, and

(3) The coverage provided by this Coverage Document differs in form, kind or amount from that required by said laws;

b. The Pool will:

(1) Increase the Limits of Liability specified in the CCD for this Out of State Coverage to the greater of either:

(a) The minimum limits specified by the law of the state, territory or province where the Auto is being used, or

(b) A combined single limit of liability of one million dollars ($1,000,000.00) for all Damages because of Bodily Injury and Property Damage resulting from any one Accident, regardless of the number of Covered Persons under this Coverage Document, the number of persons or organizations who sustain Bodily Injury or Property Damage, or the number of Autos to which this Coverage Document applies.

(2) Provide the minimum forms or kinds of coverages, such as no-fault, as may be required and set forth by the laws by that state, territory or province, but only to the extent required by such laws.

c. The increased amount of Out of State Coverage will be in excess of any other valid and collectible insurance or coverage that may be available to the Covered Person.

d. The Pool will not pay anyone more than once for the same elements of Loss because of these extensions.

5. Mexico Coverage

a. The Pool will provide limited coverage as set forth in this Coverage Document for Auto Accidents occurring in Mexico if:

(1) A Covered Person is using an Auto owned by the Named Member;

(2) The Auto is included in the schedule of vehicles attached to this Coverage Document;

(3) The Accident occurs within 25 miles of the United States border;

(4) The Auto is garaged in the United States; and

(5) The Auto is used for infrequent trips that do not exceed ten days for any single trip.

D. DEFENSE, SETTLEMENT, AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against a Covered Person seeking Damages potentially covered under this Coverage Document, except that the Pool's duty to defend shall terminate:

a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;

b. If we have paid the full amount of the Limits of Liability applicable to the Claim for each person or each Accident; or

c. If the Covered Person breaches any duty or condition under this Coverage Document.

2. If a Claim alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend the Covered Person against those causes of action which are not covered. If the Pool elects not to defend a Covered Person

against the non-covered causes of action, the Pool will notify the Covered Person of its decision.

3. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Covered Person. The Covered Person may retain additional counsel at their own expense, but the Pool retains the exclusive right to control the defense.

4. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Covered Person.

5. The Pool shall have the right to incur Claims Expenses and to make an investigation and settlement of any Claim as may be deemed expedient by the Pool.

6. The Pool has no duty to defend a Covered Person before a Claim is presented.

    a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of a Covered Person where the Pool anticipates a Claim.

    b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Covered Person, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

    c. Pre-claim involvement of the Pool under 6.a or 6.b shall not constitute a waiver of any rights the Pool may have pursuant to any provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 6.a or 6.b.

7. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any wrongful act of a Covered Person. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

8. The Pool shall have the right to settle any Claim as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Covered Person. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Covered Person.

9. The Pool shall have no obligation to pay sums the Covered Person shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such claims or Damages. In negotiating any settlement or claim or Suit payment, the Pool shall have the right to request the Named Member make an appropriate contribution for uncovered claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a claim or Suit made against the Covered Person or Damages sought from the Covered Person includes both covered and uncovered matters, the Pool and the Named Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Named Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the claim or Suit. In the event the Pool and the Named Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

10. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claims, or if there are multiple or competing Claims against one or more Covered Persons, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document.

SECTION II — DEFINITIONS

The following definitions shall apply wherever used in this Coverage Document.

A. **Accident** means any event or series of events resulting in direct and accidental loss or damage including continuous or repeated exposure to the same conditions resulting in Bodily Injury or Property Damage.

B. **Airbag** means a functioning safety device which is designed to inflate during an Accident and protect the occupant of a seat in an Auto.

C. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include Mobile Equipment.

D. **Beneficiary** means (in order of priority of payment):

1. The surviving spouse if a resident in the same household as the deceased Covered Person at the time of the Accident, or

2. If the deceased Covered Person is an unmarried minor, either of the surviving parents who had legal custody at the time of the Accident, or

3. The estate of the deceased Covered Person.

E. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person including death resulting from any of these.

F. **Claim** means a written demand or Suit specifically for money Damages, including punitive or exemplary damages, against a Covered Person.

G. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim or Suit, if incurred by the Pool, except for those fees, costs, and expenses of the Texas Association of Counties, or expenses of a claims adjustment contractor for the Pool;

3. Fees charged by any attorney designated by the Named Member with the written consent of the Pool, but only as to those fees incurred after receipt by Named Member of written consent from the Pool.

H. **Covered Person** means any person or organization qualifying as a Covered Person in Section I, B. Who Is Covered provision of this Coverage Document. Except with respect to the Limits of Liability, the coverage afforded applies separately to each Covered Person who is seeking coverage or against whom a claim or Suit is brought.

I. **Contributions and Coverage Declarations (CCD)** means the document that sets forth the specific indication of coverage, limits, and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.

J. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements

K. **Damages** means actual and compensatory money damages, and punitive damages, a Covered Person is legally obligated to pay because of an Accident. This includes settlements, judgements, related court costs, and interest on any

judgement unless otherwise excluded in this Coverage Document. Damages does not include:

1. Penalties, fines, or sanctions under any federal or state law;

2. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Covered Person without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from a Covered Person which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document; or

3. Any consequential damages for losses not flowing directly and immediately from an Accident but that result indirectly from an Accident.

L. **Hired Auto** means any Auto not owned by Named Member or a Covered Person which is rented under contract to the Named Member or Covered Person for 14 days or less and used to conduct Named Member's business. This does not include any Auto Named Member or a Covered Person leases, hires or borrows from any of Named Member's employees or members of the employees' households.

M. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages and shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include Bodily Injury – Each Accident, Bodily Injury – Each Person, and Property Damage – Each Accident limits.

N. **Loss** means direct and accidental loss or damage.

O. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes the following:

1. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises other than roads or streets, the Named Member owns or hires. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or hired by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member.

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    a. Power cranes, shovels, loaders, diggers or drills; or

    b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

    a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

    b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in paragraphs 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered Autos:

    a. Equipment designed primarily for:

        (1) Snow removal;

        (2) Road maintenance, but not construction or resurfacing; or

        (3) Street cleaning;

    b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and

    c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

P. **Named Member** means a county or other political subdivision so designated in the CCD.

Q. **Non-owned Auto** means any Auto Named Member borrows which is used in connection with Named Member's business. A borrowed Auto means an Auto

owned by a Covered Person and used to conduct Named Member's business with Named Member's permission.

R. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.

S. **Property Damage** means physical damage to or loss of use of tangible property.

T. **Seat Belt** means manual or automatic safety belts or seat and shoulder restraints.

U. **Suit** means a civil judicial proceeding in which Damages are alleged due to personal injury or Property Damage. Suit includes arbitration proceedings and any other dispute resolution proceedings in which personal injury or Property Damage is alleged and in which the Covered Person participates with the Pool's consent.

V. **Volunteer** means a person who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Member, and who is not paid a fee, salary, or other commission by the Named Member or anyone else for the work performed for the Named Member. Volunteer does not include independent contractors.

SECTION III — LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated in the CCD.

A. LIMITS OF LIABILITY

Regardless of the number of Autos, Covered Persons, or vehicles involved in the Accident the Limits of Liability payable under this Coverage Document are as follows:

1. The most the Pool will pay for all Damages resulting from Bodily Injury to any one person caused by any one Accident is the Bodily Injury Liability – Each Person limit shown in the CCD for each person.

2. Subject to the limit for Each Person, the most the Pool will pay for all Damages resulting from Bodily Injury caused by any one Accident is the Bodily Injury Liability – Each Accident limit shown in the CCD for each Accident.

3. The most the Pool will pay for all Damages resulting from Property Damage caused by any one Accident is the Property Damage Liability – Each Accident limit shown in the CCD for each Accident.

4. All Bodily Injury and Property Damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one Accident for the purposes of Limits of Liability and Deductibles.

5. Tender by the Pool, under Section I.D.10, of an amount that would exhaust the Limits of Liability applicable to that Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amount for Damages or Claims Expenses with regard to that Claim.

6. Claims Expenses shall not be deducted from the Limits of Liability.

B. DEDUCTIBLE

The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

SECTION IV — EXCLUSIONS

The coverage afforded by this Coverage Document does not apply to any of the following:

A. EXPECTED OR INTENDED INJURY

Bodily Injury or Property Damage expected or intended from the standpoint of a Covered Person.

B. CONTRACTUAL LIABILITY

Liability assumed under any contract or agreement, and any Claim based on a cause of action for breach of contract, quasi-contract, quantum meruit, breach of warranty, or any theory of estoppel. This exclusion does not apply to liability for Damages that the Covered Person would have in the absence of the contract or agreement.

C. WORKERS' COMPENSATION

Any obligation for which the Covered Person or the Covered Person's insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

D. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily Injury to:

1. An employee of a Covered Person arising out of and in the course of:

   a. Employment by the Named Member; or

   b. Performing duties related to the conduct of the Named Member's business; or

2. The spouse, child, parent, brother or sister of that employee as a consequence of Bodily Injury described in Exclusion IV.D.1 above.

This exclusion applies:

1. Whether the Covered Person may be liable as an employer or in any other capacity; and

2. To any obligation to share Damages with or repay someone else who must pay Damages because of the injury.

E. EMPLOYEE CAUSES INJURY TO FELLOW EMPLOYEE

Bodily Injury to an employee of a Named Member caused by a fellow employee of the Named Member and arising out of and in the course of the fellow employee's employment.

F. CARE, CUSTODY OR CONTROL

Property Damage to property owned or transported by a Covered Person or in a Covered Person's care, custody or control. This exclusion does not apply to liability assumed under a sidetrack agreement.

G. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE EXCLUSION

1. This Coverage Document does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2. For purposes of this exclusion the following terms have the following meanings:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

   a. Operated by and either owned by or leased to any Named Member or Covered Person; or

   b. Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

   Personal Information means an individual's name in combination with one or more of the following:

   a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

   b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

   c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

   d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

   Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.

   Privacy or Security Event means:

   a. The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible, regardless of whether such

Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

H. EMERGENCY MEDICAL SERVICE

With respect to Damages resulting from the ownership, maintenance or use of emergency medical service vehicles because of:

1. Bodily Injury resulting from the providing of or failure to provide medical services or other professional services;

2. Bodily Injury resulting from the furnishing of or failure to furnish food or drink in connection with such services; or

3. Bodily Injury or Property Damage resulting from the handling of corpses.

I. HANDLING OF PROPERTY

Bodily Injury or Property Damage resulting from the handling of the property:

1. Before it is moved from the place where it is accepted by a Covered Person for movement into or onto an Auto; or

2. After it is moved from an Auto to the place where it is finally delivered by a Covered Person.

J. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

Bodily Injury or Property Damage resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to an Auto.

K. OPERATIONS

Bodily Injury or Property Damage arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of Mobile Equipment.

L. POLLUTION

Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release, or

escape is sudden and accidental. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, fuels, lubricants, chemicals, pesticides and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion does not apply to:

1. Fuels, lubricants, fluids, exhaust gases, or other similar pollutants that are needed for or result from the normal electrical, hydraulic, or mechanical functioning of the Auto or its parts if:

    a. The pollutants escape, seep, migrate, or are discharged, dispersed, or released directly from an Auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and

    b. The Bodily Injury or Property Damage does not arise out of the operation of any equipment listed in Paragraphs 6.b and 6.c of the definition of Mobile Equipment.

2. Accidents that occur away from premises owned by or rented to a Covered Person with respect to pollutants not in or upon an Auto if:

    a. The pollutants or any property in which the pollutants are contained are upset, overturned, or damaged as a result of the maintenance or use of that Auto; and

    b. The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage.

M. NUCLEAR ENERGY

1. Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or

2. The explosion of any weapon employing atomic fission or fusion.

N. WAR

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

O. STATE RESPONSIBILITY

To any claim, liability, Loss or Accident, for which the State of Texas:

1. Has the responsibility to pay or indemnify; or

2. Asserts a right to defend; or

3. Asserts a right to adjust, handle or settle.

P. COMPLETED OPERATIONS

Bodily Injury or Property Damage arising out of the Named Member's work after that work has been completed or abandoned.

In this exclusion, the Named Member's work means:

1. Work or operations performed by the Named Member or on the Named Member's behalf; and

2. Materials, parts or equipment furnished in connection with such work or operations.

The Named Member's work includes warranties or representations made at any time with respect to the fitness, quality, durability, or performance of any items included in Paragraphs 1. or 2. above.

The Named Member's work will be deemed completed at the earliest of the following times:

1. When all of the work called for in the Named Member's contract has been completed;

2. When all of the work to be done at the site has been completed if the Named Member's contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor on the same project.

Q. RACING

Autos while used in any racing or demolition contest or stunting activity, whether professional, organized, or otherwise, or while practicing for such activity. This coverage also does not apply while that Auto is being prepared for such contest or activity.

SECTION V — CONDITIONS

Unless otherwise indicated, this Auto Liability Coverage Document and all other forms and endorsements forming a part of this Coverage Document, are subject to the following Conditions:

A. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

B. COMPLIANCE WITH CONDITIONS

If any Covered Person fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Accident or Claim in connection with the breach.

C. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

D. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person’s behalf.

E. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of

the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

F. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions or fraud in the obtaining of coverage, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

   Texas Association of Counties Risk Management Pool
   Attn: Member Services
   P.O. Box 2131
   Austin, Texas 78768

4. The Pool may cancel or non-renew this Coverage Document:

   a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

   b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

   c. For fraud in the obtaining of coverage;

   d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

   e. If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions, such cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

G. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

H. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived orally. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

I. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

J. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, Autos, personnel and/or facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

K. CONTRIBUTIONS

1. All contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.

2. The Named Member shall pay promptly all contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws and this Coverage Document. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.

3. The Named Member will be the payee for any return contributions or other payments the Pool pays.

4. If during the coverage period, there is a material change in the number or value of Autos owned or leased by the Named Member, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned contribution thus computed exceeds the advance contribution paid, the Named Member shall pay the excess to the

Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

L. TRANSFER OF INTERESTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

1. Assignment or transfer of any interest or duty under this Coverage Document does not bind the Pool without the Pool's prior written consent, except in the case of death of an individual Covered Person.

2. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

M. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

1. In the event of Accident, claim, Suit, or Loss, the Named Member and any Covered Person involved must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:

   a. How, when and where the Accident or Loss occurred;

   b. The name and address of all Covered Persons involved; and

   c. To the extent possible, the names and addresses of any injured persons and witnesses.

   If the Pool shows that failure to provide notice prejudices the Pool's defense, there is no liability coverage for any Covered Person under this Coverage Document.

2. If suit is brought against a Covered Person, the Named Member or the Covered Person must immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Covered Person or by the Covered Person's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received.

3. Additionally, the Named Member and any other Covered Person involved must:

   a. Assume no obligation, make no payment, settle no claim or action, or incur no expense without the Pool's consent. Any voluntary payments made or expenses incurred shall be the sole obligation of the Covered Person.

b. Immediately send the Pool copies of any demand, notice, summons or legal paper received concerning the claim or Suit.

c. Cooperate with the Pool in the investigation, settlement or defense of the claim or Suit.

4. No Covered Person will, without the Pool's written consent:

a. Assume or admit any liability; or

b. Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool shall terminate the duty of the Pool to defend or indemnify any Covered Person against the Claim.

5. In connection with any investigation the Pool may make regarding the applicability of this coverage for any claim or Suit under this Coverage Document, or the nature or extent of a claim or Suit payable under this Coverage Document, the Covered Person agrees to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

N. LEGAL ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or proceeding involving this Coverage Document until the amount of the Covered Person's obligation with respect to the pertinent Claim or proceeding has been finally determined either by: (a) final judgment against the Covered Person by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Covered Person, the claimant, and the Pool.

2. Nothing contained in this Coverage Document shall give the Covered Person or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Covered Person to determine the Covered Person's liability.

3. Any action against the Pool by the Covered Person or any other person must be brought within two years and one day after the cause of action accrues.

O. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover Damages from another, those rights are transferred and assigned to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Accident or Loss to impair them.

P. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Covered Person's rights and indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Covered Person shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool's pursuit of its subrogation rights. Neither the Named Member nor any Covered Person will do anything after any claim is made to prejudice the Pool's subrogation rights. The Pool shall be entitled to take over and conduct, in the name of the Covered Person, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

Q. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

R. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional contribution charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

S. OTHER COVERAGE OR INSURANCE

1. For any Auto the Named Member owns, this Coverage Document provides primary liability coverage. For any Hired Auto or Non-owned Auto used by the Named Member, the coverage provided by this Coverage Document is excess over any other collectible insurance. However, while an Auto which is a trailer is connected to another vehicle, the liability coverage this Coverage Document provides for the trailer is:

    a. Excess while it is connected to a motor vehicle the Named Member does not own.

    b. Primary while it is connected to an Auto the Named Member owns.

2. When this Coverage Document and any other coverage document or policy provide coverage on the same basis, either excess or primary the Pool will pay only the Pool's share which is the proportion that the Limits of Liability of this Coverage Document bears to the total of the limits of all the coverage forms and policies.

T. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

U. COVERAGE PERIOD, COVERAGE TERRITORY

Under this Coverage Document, the Pool covers Accidents and losses occurring:

1. During the Coverage Period shown in the CCD; and

2. Within the coverage territory.

The coverage territory is:

1. The United States of America;

2. The territories and possessions of the United States of America;

3. Puerto Rico;

4. Canada; and

5. Mexico, within 25 miles of the United States border subject to the Limits of Liability set forth in the CCD and Section III of this Coverage Document.

V. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Accident, the aggregate maximum limits of liability under all such coverage documents shall not exceed the highest applicable limits of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

W. NO BENEFIT TO BAILEE PHYSICAL DAMAGE COVERAGE

The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

X. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

Y. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

Z. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

AUTO PHYSICAL DAMAGE
COVERAGE DOCUMENT

AUTOMOBILE PHYSICAL DAMAGE COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against automobile physical damage. The Pool is not an insurance company. This is not a contract of insurance, but is an agreement for automobile physical damage coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverages may be offered herein for the purpose of mitigating or reducing potential exposures to the Named Member. No part of this Coverage Document is subject to the Texas Insurance Code.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that appear capitalized have special meaning. Refer to SECTION III - DEFINITIONS

SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTOS

Upon renewal, the Autos described in the schedule of vehicles for which a Contribution charge is shown are covered by this Coverage Document.

B. AUTOS ACQUIRED AFTER THE COVERAGE DOCUMENT BEGINS

An Auto acquired after the coverage period begins will be a covered Auto for the coverage(s) shown on the CCD, only if:

1. The Pool already covers all Autos owned by the Named Member for that coverage or if it replaces an Auto previously owned that had that coverage; or

2. The Named Member notifies the Pool in writing within 30 days after the Named Member acquires the Auto of its desire to cover it for that coverage.

SECTION II - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. The Pool will pay for Loss to a covered Auto or its equipment under:

   a. Comprehensive Coverage. From any cause except:

      (1) The covered Auto's collision with another object; or

      (2) The covered Auto's overturn.

   b. Collision Coverage. Caused by:

      (1) The covered Auto's collision with another object; or

      (2) The covered Auto's overturn.

2. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

   The Pool will pay for the following under Comprehensive Coverage:

   a. Glass breakage;

   b. Loss caused by hitting a bird or animal; and

   c. Loss caused by falling objects or missiles.

   However, the Named Member has the option of having glass breakage caused by a collision to be reimbursed under the Auto's Collision Coverage.

3. Coverage Extensions

   a. Transportation Expenses. The Pool will also pay up to $20 per day to a maximum of $600 for transportation expense incurred by the Named Member because of the total theft of a covered Auto of the private passenger type. The Pool will pay only for those covered Autos for which the Named Member carries Comprehensive Coverage. The Pool will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending when the covered Auto is returned to use or the Pool has paid for its Loss.

   b. Rental Reimbursement. The Pool will reimburse Named Member in the event of Loss to a covered Auto for expenses incurred for the rental, not including any mileage or gasoline charges, of a substitute Auto of like kind

and quality to the covered Auto where the covered Auto is unusable due to a covered Loss. We will pay only for those expenses incurred during the coverage period beginning 24 hours after the Loss and ending, regardless of the coverage period's expirations, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered Auto; or

(2) 30 days.

Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $2,500.00

This coverage does not apply while there are spare or reserve Autos of like kind and quality to the covered Auto available to Named Member for its operations.

c. Unattached Equipment. For Losses to Unattached Equipment, the Pool will pay the lesser of $10,000 or the Actual Cash Value of the Unattached Equipment as of the time of the Loss if the Unattached Equipment was:

(1) Used in the usual Course and Scope of the Named Member's business at the time of Loss; and

(2) Unusable due to a covered Loss to a covered Auto.

B. EXCLUSIONS

1. The Pool will not pay for Loss caused by or resulting from any of the following. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action

(1) War or Military Action;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions

a. The Pool will not pay for Loss to equipment or custom furnishings permanently installed in or to a covered Auto unless the equipment or custom furnishing was:

(1) Used in the usual Course and Scope of Named Member's business; and

(2) The value of the equipment or custom furnishing was reported to the Pool prior to the Loss and included in the Contribution of this coverage.

b. The Pool will not pay for Loss caused by or resulting from wear and tear, freezing, mechanical or electrical breakdown.

c. The Pool will not pay for blowouts, punctures or other road damage to tires.

d. The Pool will not pay for any Loss to any covered Auto while used in any racing or demolition contest or stunting activity, professional, organized, or otherwise, or while practicing for such contest or activity. The Pool also will not pay for Loss to any covered Auto while that Auto is being prepared for such contest or activity.

e. The Pool will not pay for Loss to a covered Auto due to an actual or perceived loss in market value or resale value which results from a direct and accidental Loss.

f. The Pool will not pay for any Loss expected or intended from the standpoint of an employee, Official, or volunteer of the Named Member.

C. LIMITS OF LIABILITY

The most the Pool will pay for Loss to any one covered Auto from any one Accident is the lesser of:

1. The Actual Cash Value of the damaged or stolen property; or

2. The cost of repairing or replacing the damaged or stolen property at the time of the Loss.

D. DEDUCTIBLE

For each covered Auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the CCD, except, the applicable deductible will be waived if Named Member elects to repair rather than replace damaged glass.

SECTION III — DEFINITIONS

A. **Accident** includes continuous or repeated exposure to the same conditions resulting in a Loss or damage.

B. **Actual Cash Value** means the amount it would cost to repair or replace the Named Member's property, on the date of Loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. Actual Cash Value is computed by subtracting the depreciation of the lost or damaged covered Auto from the actual replacement cost, using material of like kind and quality, of the covered Auto at the time of Loss.

C. **Agreement** means the Interlocal Participation Agreement executed between the Pool and the Named Member, designating those coverages and deductibles elected by the Named Member, and incorporating the various Coverage Documents, the CCD, and any amendments to said Interlocal Participation Agreement.

D. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include Mobile Equipment.

E. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.

F. **Contributions and Coverage Declarations (CCD)** means the document that specifies the Named Member's coverage, limits of liability, deductibles and Contributions and certain other conditions.

G. **Course and Scope** means activity related to the furtherance of the affairs or business of the Named Member.

H. **Coverage Document** means this Texas Association of Counties Risk Management Pool Auto Physical Damage Coverage Document that sets forth in detail the exact coverage provided under the Agreement and which may be incorporated therein by

reference, as amended from time to time.

I. **Limits of Liability** means the Limits of Liability of the Pool for payment of a Loss and shall be the applicable limit shown in the CCD under Limits of Liability.

J. **Loss** means direct and accidental loss or damage.

K. **Named Member** means the political subdivision or other Named Member shown in the CCD.

L. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designated for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   a. Power cranes, shovels, loaders, diggers or drills; or

   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in paragraph 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in paragraph 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:

   a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning.

b. Cherry pickers and similar devices mounted on Automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps, and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting, or well servicing equipment.

M. **Pool** means the Texas Association of Counties Risk Management Pool.

N. **Unattached Equipment** means equipment that is not permanently attached to your scheduled Auto. This includes items used in the usual Course and Scope of Named Member's business such as but not limited to laptops, firearms, and medical equipment.

SECTION IV - CONDITIONS

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If the Named Member and the Pool disagree on the amount of Loss, either may demand an appraisal of the Loss. In this event each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the Actual Cash Value and amount of Loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If the Pool submits to an appraisal, the Pool will still retain its right to deny this claim.

2. DUTIES IN THE EVENT OF ACCIDENT OR LOSS

a. In the event of Accident or Loss, the Named Member must give the Pool or the Pool's authorized representative prompt notice of the Accident or Loss. Include:

(1) How, when and where the Accident or Loss occurred;

(2) The Named Member's name and address; and

(3) To the extent possible, the names and addresses of any witnesses.

b. Additionally, the Named Member must:

(1) Assume no obligation, make no payments, or incur no expense without the Pool's consent, except at the Named Member's own cost. Any voluntary payments made or expenses incurred shall be the sole obligation of the Named Member.

(2) Cooperate with the Pool in the investigation or settlement of the claim.

c. If there is Loss to a covered Auto or its equipment, the Named Member must also do the following:

(1) Promptly notify the police if the covered Auto or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered Auto from further damage. Also keep a record of expenses for consideration in the settlement of the claim.

(3) Permit the Pool to inspect the covered Auto and records proving the Loss before its repair or disposition.

(4) Agree to examination under oath at the Pool's request and give the Pool a signed statement of the Named Member's answers.

3. LEGAL ACTION AGAINST THE POOL

No one may bring a legal action against the Pool under this Coverage Document until there has been full compliance with all the terms of this Coverage Document. Any action against the Pool by the Named Member or any other person must be brought within two years and one day after the cause of action accrues.

4. LOSS PAYMENT — PHYSICAL DAMAGE COVERAGES

The Pool has the right, but not the duty, to:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property at the Pool's expense. The Pool will pay for any damage that results to the Auto from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE POOL

If any person or organization to or for whom the Pool makes payment under this Coverage Document has rights to recover damages from another, those rights are transferred and assigned to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after Accident or Loss to impair them.

6. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Named Member’s rights and indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Named Member shall execute and deliver instruments and papers and do whatever else that is reasonably requested to advance the Pool’s pursuit of its subrogation rights. Named Member will do nothing after any claim is made to prejudice the Pool’s subrogation rights. The Pool shall be entitled to take over and conduct, in the name of the Named Member, for the Pool’s own benefit, any claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any claim for its own benefit at its sole discretion.

B. GENERAL CONDITIONS

1. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

2. COMPLIANCE WITH CONDITIONS

If the Named Member, or any of its Officials, employees, or volunteers, fails to comply with any of the provisions of this Coverage Document, misrepresents

any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage as to the particular Accident in connection with the breach.

3. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

4. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

5. RETAINED CONTRIBUTION PROPORTIONS

a. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

b. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

6. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

7. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

8. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

a. Make inspections and surveys at any time;

b. Make risk management appraisals of the Named Member's operations, policies, procedures, Autos, personnel and/or facilities;

c. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

9. CONTRIBUTIONS

a. All contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.

b. The Named Member shall pay promptly all contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws and this Coverage Document. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.

c. The Named Member will be the payee for any return contributions or other payments the Pool pays.

d. If during the coverage period, there is a material change in the number or value of Autos owned or leased by the Named Member, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned contribution thus computed exceeds the advance contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

10. TRANSFER OF INTERESTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

    Assignment or transfer of any interest or duty under this Coverage Document does not bind the Pool without the Pool's prior written consent.

11. LIBERALIZATION

    If the Pool revises this Coverage Document to provide more coverage without additional Contribution charge, the Named Member's Coverage Document will automatically provide the additional coverage as of the day the revision is effective.

12. NO BENEFIT TO BAILEE — PHYSICAL DAMAGE COVERAGES

    The Pool will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Coverage Document.

13. OTHER INSURANCE

    When this Coverage Document and any other Coverage Document or policy covers on the same basis, either excess or primary, the Pool will pay only the Pool's share. The Pool's share is the proportion that the Limit of Liability of the Pool's Coverage Document bears to the total of the limits of all the Coverage Documents and policies covering on the same basis.

14. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

    If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Accident, the aggregate

maximum limits of liability under all such coverage documents shall not exceed the highest applicable limits of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Losses.

15. COVERAGE PERIOD, COVERAGE TERRITORY

    Under this Coverage Document, the Pool covers Accidents and Losses occurring:

    a. During the coverage period shown in the CCD; and

    b. Within the coverage territory.

    The coverage territory is:

    a. The United States of America;

    b. The territories and possessions of the United States of America;

    c. Puerto Rico;

    d. Canada; and

    e. Mexico — not to exceed 25 miles from the U.S. border.

    The Pool also covers Loss to, or Accidents involving, a covered Auto while being transported between any of these places.

16. REPORTING PROVISION

    The Named Member agrees to furnish the Pool with an updated vehicle schedule. The schedule shall include a current listing of Autos which are to be covered under the Coverage Document. The vehicle schedule shall be the basis for coverage for the upcoming coverage period and shall become a part of the Coverage Document. Additionally, the Contribution for the upcoming coverage period shall be calculated using the updated vehicle schedule and rates in effect at the beginning of the coverage period.

17. CANCELLATION OR NON-RENEWAL

    a. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The

notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions or fraud in the obtaining of coverage, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.

b. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.

c. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768

d. The Pool may cancel or non-renew this Coverage Document:

(1) For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

(2) If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

(3) For fraud in the obtaining of coverage;

(4) If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

(5) If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

(6) If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

(7) For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

e. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions, such cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

f. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

18. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

19. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

20. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

21. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

GENERAL LIABILITY
COVERAGE DOCUMENT

GENERAL LIABILITY COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance, but is a Coverage Document evidencing liability coverage pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code and Chapter 119 of the Texas Local Government Code. Under this Coverage Document, political subdivisions and other members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. While this Coverage Document is not commercial insurance, the Pool's Board of Directors has determined that certain first-party coverage may be offered herein for the purpose of mitigating or reducing potential liability exposures to the Named Member. No part of this Coverage Document is subject to the Texas Insurance Code.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION IV- DEFINITIONS

SECTION I – COVERAGE

COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. COVERAGE AGREEMENT

   a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Bodily Injury or Property Damage to which this coverage applies. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.

   b. This coverage applies to Bodily Injury arising out of the condition or use of real property only if that real property is owned, rented to or controlled by the Named Member.

   c. Damages because of Bodily Injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the Bodily Injury.

2. EXCLUSIONS

This coverage does not apply to:

a. Expected or Intended Injury

Bodily Injury or Property Damage expected or intended from the standpoint of the Covered Person. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

b. Communicable Disease

Bodily Injury or Property Damage arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any Covered Person allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

c. Contractual Liability

Bodily Injury or Property Damage for which the Covered Person is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the Covered Person would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an Insured Contract, provided the Bodily Injury or Property Damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an Insured Contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a Covered Person are deemed to be damages because of Bodily Injury or Property Damage, provided:

(a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same Insured Contract; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this coverage applies are alleged.

d. Liquor Liability

Bodily Injury or Property Damage for which any Covered Person may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the Covered Person is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

e. Workers' Compensation and Similar Laws

Any obligation of the Named Member or any Covered Person under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

Bodily Injury to:

(1) An Employee of the Covered Person arising out of and in the course of:

(a) Employment by the Named Member; or

(b) Performing duties related to the conduct of the Named Member's business; or

(2) The spouse, child, parent, brother or sister of that Employee as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the Covered Person may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. Pollution

(1) Bodily Injury or Property Damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Covered Person. However, this subparagraph does not apply to:

(i) Bodily Injury if sustained within a building and caused by smoke, fumes, vapor or soot produced or originating from equipment used to heat, cool, or dehumidify that building;

(ii) Bodily Injury or Property Damage for which the Named Member may be held liable, if it is a contractor and the owner or lessee of such premises, site or location has been added to this Document as an additional Covered Person with respect to the Named Member's ongoing operations performed for that additional Covered Person at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Covered Person, other than that additional Covered Person; or

(iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.

(b) At or from any premises, site or location which is or was at any time used by or for any Covered Person or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Covered Person or any person or organization for whom the Named Member may be legally responsible; or

(d) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the Pollutants are brought on or to the premises, site or location in connection with such operations by such Covered Person, contractor or subcontractor. However, this subparagraph does not apply to:

(i) Bodily Injury or Property Damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of Mobile Equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part

designed to hold, store or receive them. This exception does not apply if the Bodily Injury or Property Damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Covered Person, contractor or subcontractor;

(ii) Bodily Injury or Property Damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by the Named Member or on the Named Member's behalf by a contractor or subcontractor; or

(iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.

(e) At or from any premises, site or location on which any Covered Person or any contractors or subcontractors working directly or indirectly on any Covered Person's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants.

(2) Any Loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or

(b) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

However, this paragraph does not apply to liability for damages because of Property Damage that the Covered Person would have in the absence of such request, demand, order or statutory or regulatory requirement, or such Claim or Suit by or on behalf of a governmental authority.

h. Aircraft, Autos or Watercraft

Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft owned, operated by, rented, loaned to, or borrowed by a Covered Person. Use includes operation and Loading or Unloading.

This exclusion applies even if the Claims against a Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by a Covered Person if the Occurrence which caused the Bodily Injury or Property Damage involved the ownership, maintenance, use or entrustment to others of any Aircraft, Auto or watercraft that is owned or operated or rented or loaned to a Covered Person.

This exclusion applies to Bodily Injury or Property Damage arising out of the operation and maintenance of a Named Member owned airport and/or Airport Facilities by a private third party. This exclusion also applies to Property Damage to any Aircraft in the Named Member's custody or control while the Aircraft is attended, parked, or stored with the Named Member.

This exclusion does not apply to:

(1) A watercraft while ashore on premises the Named Member owns or rents;

(2) Any watercraft the Named Member owns or rents, that is less than 26 feet long and is not being used to carry persons or property for a charge;

(3) Any watercraft less than 26 feet long, which the Named Member does not own or rent, but only while being operated by a Covered Person in the course of his employment by or duties for the Named Member.

(4) Parking an Auto on, or on the ways next to, premises the Named Member owns or rents, provided the Auto is not owned by or rented or loaned to any Covered Person;

(5) Liability assumed under any Insured Contract for the ownership, maintenance or use of Aircraft or watercraft, except with respect to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle; or

(6) Bodily Injury or Property Damage arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of Mobile Equipment.

i. Mobile Equipment

Bodily Injury or Property Damage arising out of:

(1) The transportation of Mobile Equipment by an Auto owned or operated by or rented or loaned to any Covered Person; or

(2) The use of Mobile Equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Nuclear Energy

(1) Nuclear reaction or radiation, or radioactive contamination, regardless of cause; or

(2) The explosion of any weapon employing atomic fission or fusion.

k. War

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

l. Damage to Property

Property Damage to:

(1) Property that any Covered Person owns, rents, borrows, or occupies, including any costs or expenses incurred by the Covered Person, or any other person, organization, or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises that any Covered Person sells, gives away or abandons, if the Property Damage arises out of any part of those premises;

(3) Property loaned to any Covered Person;

(4) Personal property in the care, custody or control of any Covered Person;

(5) That particular part of real property on which the Named Member or any contractors or subcontractors working directly or indirectly on the Named Member's behalf are performing operations, if the Property Damage arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because Your Work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to Property Damage (other than damage by fire) to premises, including the contents of such premises, rented to the Named Member for a period of 7 or fewer consecutive days. A separate limit of coverage applies to Damage to Premises Rented to the Named Member as described in Section V - Limits of Liability.

Paragraph (2) of this exclusion does not apply if the premises are Your Work and were never occupied, rented or held for rental by the Named Member.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to Property Damage included in the Products-Completed Operations Hazard.

m. Damage to Your Product

Property Damage to Your Product arising out of it or any part of it.

n. Damage to Your Work

Property Damage to Your Work arising out of it or any part of it and included in the Products-Completed Operations Hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Named Member's behalf by a subcontractor.

o. Damage to Impaired Property or Property Not Physically Injured

Property Damage to Impaired Property or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in Your Product or Your Work; or

(2) A delay or failure by the Named Member or anyone acting on the Named Member's behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to Your Product or Your Work after it has been put to its intended use.

p. Recall of Products, Work or Impaired Property

Damages claimed for any Loss, cost or expense incurred by the Named Member or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) Your Product;

(2) Your Work; or

(3) Impaired Property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

q. Personal and Advertising Injury

Bodily Injury arising out of Personal and Advertising Injury.

r. Civil Rights Violations

Bodily Injury or Property Damage liability arising out of any Covered Person's actual or alleged violation of another person's state or federal civil rights.

s. Law Enforcement Activities

Bodily Injury or Property Damage arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean all activities performed within the scope of the official duties of the law enforcement officers, public officials, public employees, and volunteers of a law enforcement department or agency of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency.

This exclusion does not apply to:

(1) Claims arising out of the condition of real property or improvements thereon, owned or used by the Named Member for its Law Enforcement Activities.

(2) Claims arising out of the provision of Medical Services by a Covered Person at a jail or other correctional facility operated by the Named Member, but only if the Covered Person is not a medical doctor or a physician's assistant.

(3) Bodily Injury or Property Damage, excluding physical damage to the watercraft, arising out of the ownership, maintenance, operation, use, Loading or Unloading of any watercraft that the Named Member owns, rents or borrows, that is less than 26 feet long, but only while being operated by a Covered Person in the course of his Law Enforcement Activities for the Named Member.

t. Medical Services

Bodily Injury or Property Damage arising out of the rendering or failure to render Medical Services by a private third party including Medical Services administered by a private third party in any:

(1) Jail or other correction facility owned and/or operated by a private third party;

(2) Hospital owned and/or operated by a private third party; or

(3) Nursing home owned and/or operated by a private third party.

For purposes of this exclusion, hospital has the meaning given in Texas Health & Safety Code § 241.003(7).

For purposes of this exclusion, nursing home means a licensed public institution to which Chapter 242, Health and Safety Code, applies.

u. Professional Services

Bodily Injury or Property Damage arising out of activities of a Covered Person as an attorney-at-law, architect, engineer, accountant, physician, or other healthcare professional in the scope of their professional duties as such. This exclusion does not apply to Medical Services rendered by a jail nurse or emergency medical technician who is an Employee of the Named Member.

v. Statutory Violations

Bodily Injury or Property Damage arising out of any willful violation of statute, ordinance or regulation committed by or with the knowledge or consent of the Covered Person.

w. Strikes, Riots, Civil Commotions

Bodily Injury or Property Damage arising out of Claims arising out of strikes, riots or civil commotions.

x. Taking, Condemnation or Possession of Property

Bodily Injury or Property Damage arising out of any taking, inverse condemnation or adverse possession of any property.

y. State Responsibility

To any Claim, liability, Loss or Occurrence, for which the State of Texas:

(1) Has the responsibility to pay or indemnify; or

(2) Asserts a right to defend; or

(3) Asserts a right to adjust, handle or settle.

z. Employment-Related Claim

Bodily Injury or Property Damage arising out of any Claim made by anyone related to their employment, termination of employment, application for employment or any employment-related practice, policy, procedure, act, error or omission (such as coercion, demotion, failure to promote, evaluation, reassignment, transfer, discipline,

defamation, harassment, humiliation, discrimination, retaliation, assault, battery, invasion of privacy, malicious prosecution or tort of outrage directed at any person or the failure to provide any person with any benefits of employment, such as retirement, health, life and disability benefits or insurance) even if the injury-causing event occurs before, during or after employment, application for employment or any employment-related practice, policy, procedure, act, error or omission.

aa. Privacy or Security Event Liability and Expense Exclusion

(1) This Coverage Part does not provide coverage for any liability, Loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

(2) For purposes of this exclusion the following terms have the following meanings:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

(a) Operated by and either owned by or leased to any Named Member or Covered Person; or

(b) Operated by a third party service provider and used to provide hosted computer application services to the Named Member or Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Named Member or Covered Person for such services.

Personal Information means an individual's name in combination with one or more of the following:

(a) Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

(b) Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

(c) The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

(d) Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Named Member or Covered Person or any local, state, federal or foreign governmental entity.
Privacy or Security Event means:

(a) The actual or reasonably suspected theft, Loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Named Member or Covered Person or for which the Named Member or Covered Person is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

(b) A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

(c) A credible threat or series of credible threats directed at any Covered Person to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Covered Person; (2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; or (4) restrict or hinder access to a Computer System.

(d) Financial loss as a result of a fraudulent instruction, funds transfer fraud, or telephone fraud.

bb. Perfluoroalkyl and Polyfluoroalkyl Substances Exclusion

(1) Any Bodily Injury or Property Damage which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any Perfluoroalkyl or Polyfluoroalkyl Substance; or

(2) Any Bodily Injury or Property Damage arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, any Perfluoralkyl or Polyfluoroalkyl Substance by any Covered Person or by any other person or entity.

(3) For purposes of this exclusion, Perfluoroalkyl or Polyfluoroalkyl Substance means any:

(a) chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to any:

(i) polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursos chemicals, degradation products or by-products

(ii) perfluoroalkyl acids, such as perfluorooctanoic acid and its salts, or perfluorooctane sulfonic acid and its salts;

(iii) perfluoropolyethers;

(iv) fluorotelomer-based substances; or

(v) side-chain fluorinated polymers; or

(b) good or product, including containers, materials, parts or equipment furnished in connection with any such good or product, that consists of or contains any chemical or substance described in paragraph (3)(a).

cc. Recording and Distribution of Material or Information in Violation of Law

Bodily Injury or Property Damage arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

dd. Racing

Bodily Injury or Property Damage arising out of any racing or demolition contest or stunting activity, whether professional, organized, or otherwise, or while practicing for such activity. This coverage also does not apply while an Auto is being prepared for such contest or activity.

COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY

1. COVERAGE AGREEMENT

   a. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of Personal and Advertising Injury to which this Coverage B applies. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.

2. EXCLUSIONS

   This coverage does not apply to:

   a. Personal and Advertising Injury caused by or at the direction of the Covered Person with the knowledge that the act would violate the rights of another and would inflict Personal and Advertising Injury;

   b. Personal and Advertising Injury arising out of oral or written publication of material, if done by or at the direction of the Covered Person with knowledge of its falsity;

   c. Personal and Advertising Injury arising out of oral or written publication of material whose first publication took place before the beginning of the coverage period;

   d. Personal and Advertising Injury arising out of a criminal act committed by or at the direction of any Covered Person;

   e. Personal and Advertising Injury for which the Covered Person has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Covered Person would have in the absence of the contract or agreement;

   f. Personal and Advertising Injury arising out of a breach of contract, except an implied contract to use another's advertising idea in the Named Member's Advertisement;

   g. Personal and Advertising Injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the Named Member's Advertisement;

   h. Personal and Advertising Injury arising out of the wrong description of the price of goods, products or services stated in the Named Member's Advertisement;

   i. Personal and Advertising Injury to another Covered Person under this Document;

   j. Personal and Advertising Injury committed by a Covered Person whose business is advertising, broadcasting, publishing or telecasting, designing or determining content of websites for others, or an internet search, access content or service provider. However, this exclusion does not apply to Paragraphs 28. a., b. and c. of Personal and Advertising Injury under the Definitions Section. For the purposes of this exclusion, the

placing of frames, borders or links, or advertising, for the Named Member or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting;

k. Personal and Advertising Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants at any time;

l. Personal and Advertising Injury arising out of a Covered Person's infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

m. Personal and Advertising Injury arising out of an electronic chat room or bulletin board a Covered Person hosts, owns, or over which a Covered Person exercises control;

n. Personal and Advertising Injury arising out of the unauthorized use of another's name or product in the Named Member's or Covered Person's E-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers;

o. Personal and Advertising Injury arising out of the ownership, maintenance, use or entrustment to others of any Aircraft owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person;

p. Any Loss, cost or expense arising out of any:

(1) Request, demand or order that any Covered Person or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, Pollutants; or

(2) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

q. Personal and Advertising Injury arising from Law Enforcement Activities. For purposes of this exclusion, Law Enforcement Activities shall mean all activities performed within the scope of the official duties of the law enforcement officers, public officials, public employees, and Volunteers of a law enforcement department or agency of the Named Member, and the performance by any other Covered Person of duties as a peace officer (whether on duty or off) or as a member of any law enforcement department or agency;

r. Personal and Advertising Injury arising out of activities of a Covered Person as an attorney-at-law, architect, engineer, accountant, physician, or other healthcare professional, in the scope of their professional duties as such;

s. Personal and Advertising Injury arising out of Claims brought about or contributed to by the alleged dishonesty of the Covered Person;

t. Personal and Advertising Injury arising out of the scenarios described in exclusions b., k., r., v., w., x., y, z., aa., and cc. of Section I, Coverage A of this coverage document. All provisions of those exclusions apply to Personal and Advertising Injury as well as Bodily Injury and Property Damage.

COVERAGE C: MEDICAL PAYMENTS

1. COVERAGE AGREEMENT

a. The Pool will pay medical expenses as described below for Bodily Injury caused by an Occurrence:

(1) On premises the Named Member owns or rents;

(2) On ways next to premises the Named Member owns or rents; or

(3) Because of the Named Member's operations;

provided that:

(1) The expenses are incurred and reported to the Pool within one year of the date of the Occurrence; and

(2) The injured person submits to examination, at the Pool's expense, by physicians of the Pool's choice as often as the Pool reasonably requires.

b. The Pool will make these payments regardless of fault. The amount the Pool will pay for these payments is limited as described in Section V - Limits of Liability. The Pool will pay reasonable expenses for:

(1) First aid administered at the time of an Occurrence;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

c. The Pool's payment of covered medical expenses under this Coverage does not constitute an admission of fault or liability by or on behalf of any Covered Person.

d. No deductible applies.

2. EXCLUSIONS

The Pool will not pay expenses for Bodily Injury:

a. To any Covered Person except Volunteers;

b. To a person hired to do work for or on behalf of any Covered Person or a tenant of any Covered Person;

c. To a person injured on that part of the premises the Named Member owns or rents that the person normally occupies;

d. To a person, whether or not an Employee of any Covered Person, if benefits for the Bodily Injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law;

e. To a person injured while practicing, instructing, or participating in any physical exercises, games, sports or athletic events;

f. Included within the Products-Completed Operations Hazard; or

g. Excluded under Coverage A.

COVERAGE D: EMPLOYEE BENEFITS LIABILITY

1. COVERAGE AGREEMENT

a. The Pool will pay on behalf of a Covered Person those sums which the Covered Person becomes legally obligated to pay as damages because of Claims made by the Named Member's Employees, former Employees, or the beneficiaries or legal representatives thereof, to which this Employee Benefits Liability coverage applies, because of any Wrongful Act of the Covered Person, or any other person for whose acts the Covered Person is legally liable, in the Administration of the Named Member's Employee Benefits Programs.

b. This coverage applies only to Claims:

(1) Which are first brought against the Covered Person during the coverage period, and

(2) If, at the inception date of this Coverage Document, the Covered Person had no knowledge of and could not have reasonably foreseen any circumstances which might result in a Claim or Suit.

2. EXCLUSIONS

Employee Benefits Liability Coverage does not apply to:

a. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;

b. Bodily Injury, Property Damage, or Personal and Advertising Injury;

c. Any Claim arising out of the failure of performance of contract by any insurer;

d. Any Claim based upon the Covered Person's failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits or any similar law;

e. Any Claim based upon: (1) failure of an investment to perform as represented; (2) errors in providing information on past performance of investment vehicles; or (3) advice given to any person with respect to investment choices, financial planning, or participation in any Employee Benefit Program;

f. Any Claim based upon any actual or alleged error or omission or breach of duty in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974;

g. Any Claim arising out of an insufficiency of funds to meet any obligations under an Employee Benefits Program;

h. Any liability arising from the termination of an Employee Benefits Program;

i. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

j. Any Claim arising out of the scenarios described in exclusions z. and aa. of Section I, Coverage A of this coverage document. All provisions of those exclusions apply to Personal and Advertising Injury as well as Bodily Injury and Property Damage.

3. LIMITS OF LIABILITY AND DEDUCTIBLE

a. The Limits of Liability are inclusive of a Claim against a Named Member for Employee Benefits Liability Coverage. The amount the Pool will pay for damages is limited as described in Section V - Limits of Liability.

b. Regardless of the number of persons making Claims, the number of Wrongful Acts, the number of benefits included in your Employee Benefits Programs, or the number of Covered Persons against whom Claims are made, the Limit of Liability stated in Section V - Limits of Liability is the most the Pool will pay for all damages incurred on account of all Occurrences during the coverage period.

c. With respect to the limits of liability under this Employee Benefits Coverage the Pool's obligations to pay amounts and to defend Claims or Suits will only apply in excess of the applicable deductible of $1,000 unless otherwise stated on the CCD. The Limits of Liability shall not be reduced by the amount of this deductible.

d. All amounts expended by the Pool, or with the Pool's consent, in defending any Claim or Suit (including attorney's fees, expert witness fees, litigation expenses and costs of court), are includable within the deductible amount.

COVERAGE E: GARAGE KEEPER'S LIABILITY COVERAGE

1. COVERAGE

a. The Pool will pay all sums that a Covered Person becomes legally obligated to pay up to the Pool's Limit of Liability as set forth in this coverage as damages for Loss to an Auto, Auto equipment, or any part of an Auto in the Named Member's custody or control while the Auto is attended, parked or stored in the Named Member's Garage Operations.

2. EXCLUSIONS

a. This Garage Keeper's 'Liability coverage does not apply to any of the following:

(1) Contractual Obligations – Liability resulting from any agreement by which a Covered Person accepts responsibility for Loss. This exclusion does not apply to liability for damages that the Covered Person would have in the absence of the contract or agreement;

(2) Theft – Loss due to theft or conversion caused in any way by any Covered Person or any Covered Person's Employees;

(3) Defective Parts – Defective parts or materials; or

(4) Faulty work – Faulty work any Covered Person performs.

b. The Pool will not pay for Loss to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in an Auto;

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment;

(3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the Auto manufacturer for the installation of a radio; or

(4) Equipment designed or used for the detection or location of radar.

c. The Pool will not pay for Loss caused by or resulting from any of the following unless caused by other Loss that is covered.

(1) Wear and tear, freezing, mechanical or electrical breakdown; or

(2) Blowouts, punctures or other road damage to tires.

(3) Wind, hail, lightning strikes, flood damage, or any other natural disaster.

d. This coverage does not apply to Loss due to theft of an Auto or any portion of an Auto or contents of the Auto:

(1) When the lot where Autos are located is not protected at all entrances, exits, openings and the entire perimeter by fences, gates, or heavy chains and locks; or

(2) When the building where Autos are located is not protected with locked and secured openings.

e. This coverage does not apply to Loss to an Auto arising out of the ownership, operation, maintenance or use of any Auto in the Named Member's Garage Operations.

f. This coverage does not apply to Loss to an Auto arising out of any repossession of any Auto not owned by the Named Member.

3. LIMITS OF LIABILITY

Regardless of the number of Autos, Covered Persons, contributions paid, Claims made or Suits brought, the most the Pool will pay at any one location for any one Occurrence is limited as described in Section V - Limits of Liability.

4. DEDUCTIBLE

For each Auto, the Pool's obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of $1,000 unless otherwise stated in the CCD.

5. LOSS ADJUSTMENT AND SETTLEMENT

The most the Pool will pay under the provisions of this Garage Keeper's Liability coverage for any one Loss at any one location, regardless of the number of Autos, is the lesser of:

a. The actual cash value of the damaged Auto at the time of Loss;

b. The cost of repairing the Auto(s) to the condition that existed before the Loss;

c. The amount awarded or ordered by settlement agreement or judgment as a result of the Loss; or

d. The Named Member's Limit of Liability as described in Section V - Limits of Liability.

COVERAGE F: PRODUCTS-COMPLETED OPERATIONS HAZARD

1. The Pool will pay those sums that the Covered Person becomes legally obligated to pay as damages because of all Bodily Injury and Property Damage occurring away from premises the Named Member owns or rents and arising out of Your Product or Your Work except:

   a. Products that are still in the Named Member's physical possession; or

   b. Work that has not yet been completed or abandoned. However, Your Work will be deemed completed at the earliest of the following times:

      (1) When all of the work called for in the Named Member's contract has been completed;

      (2) When all of the work to be done at the job site has been completed if the Named Member's contract calls for work at more than one job site; or

      (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

   Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. The Pool will not pay for Bodily Injury or Property Damage arising out of:

   a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Named Member, and that condition was created by the Loading or Unloading of that vehicle by any Covered Person;

   b. The existence of tools, uninstalled equipment or abandoned or unused materials.

COVERAGE G: CRISIS MANAGEMENT COVERAGE

1. COVERAGE

   a. The Pool will pay on behalf of the Named Member reasonable and necessary Crisis Management Expenses incurred because of a Crisis Event to which this coverage applies.

   b. If a Workplace Violence Event occurs at any premises of the Named Member during the coverage period shown in the CCD, the Pool will pay on behalf of the Named Member

reasonable and necessary Workplace Violence Counseling Expenses incurred for the emotional counseling for any Covered Person.

2. LIMITS OF LIABILITY

a. Regardless of the number of Crisis Events, the Limit of Liability stated in Section V - Limits of Liability is the most the Pool will pay for all Crisis Management Expenses and Workplace Violence Counseling Expenses during the coverage period.

3. DEFINITIONS

The following definitions apply to this coverage:

a. Crisis Event means an emergency situation, which results in or there is imminent risk of significant adverse news media coverage about the Named Member, including but not limited to:

i. Intentional acts, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism;

ii. Collapse of a building, structure or equipment;

iii. An automobile, watercraft or aircraft accident;

iv. Spread of food-borne illness; or

v. An explosion.

All related acts committed by one or more individuals shall be considered one Crisis Event.

b. Crisis Management Expenses means those expenses incurred for services provided by a Crisis Management Firm. However, this shall not include compensation, fees, benefits, overhead, charges, or expenses of any Covered Person, nor any expenses that are payable on the Named Member's behalf or reimbursable to the Named Member under any other valid and collectible insurance. This also shall not include legal fees and expenses incurred by the Named Member for legal advice or services sought in anticipation of, or upon actual receipt of, a claim alleging liability arising out of a Crisis Event.

c. Crisis Management Firm means any independent qualified services provider hired by the Named Member that is acceptable to the Pool. The Pool's consent will not be unreasonably withheld.

d. Workplace Violence Event means any intentional use of or threat to use deadly force by any person, with intent to cause harm and results in bodily injury sustained by any Covered Person or any other person while on the Named Member's premises.

e. Workplace Violence Counseling Expenses means the cost of hiring an independent professional counseling firm for the provision of counseling services to any Covered Person.

4. CONDITIONS

The following conditions are applicable to this coverage and in addition to any similar conditions in the Coverage Document.

a. The Named Member must notify the Pool by telephone as soon as practicable, but within forty-eight (48) hours of a Crisis Event or Workplace Violence Event which may result in Crisis Management Expenses and/or Workplace Violence Counseling Expenses.

b. Thereafter, the Named Member must provide written notice, as soon as practicable, but no later than ninety (90) days after the Crisis Event or Workplace Violence Event was initiated. To the extent possible this written notice should include:

1. How, when and where the event took place;

2. Names and addresses of affected individuals and witnesses; and

3. The nature and location of any injury or damage arising out of the event.

If Crisis Management Expenses or Workplace Violence Counseling Expenses provided by this coverage are also provided to a Named Member by any other Coverage Document by the Pool, the maximum limit of liability with respect to that Named Member shall be the maximum limit of liability applicable under any one Coverage Period.

All other terms and conditions of the Coverage Document remain the same.

SECTION II – ADDITIONAL COVERAGE PROVISIONS

1. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

a. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Covered Person seeking Damages potentially covered by Coverages A, B, D, E or F of this Coverage Document, except that the Pool's duty to defend shall terminate:

(1) If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;

(2) If we have paid the full amount of the Limits of Liability or sublimits applicable to the Claim; or

(3) If the Covered Person breaches any duty or condition under this Coverage Document

b. If a Claim alleges a cause of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Covered Person against those causes of action which are not covered. If the Pool elects to defend the Covered Person against the non-covered causes of action, the Pool will notify the Covered Person of its decision.

c. The Pool shall have the right to control the defense of any Claim, including the right to select additional counsel for any Covered Person. The Covered Person may retain its own counsel at their own expense, but the Pool retains the exclusive right to control the defense.

d. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Covered Person.

e. The Pool shall have no obligation to pay sums the Covered Person shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Named Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Covered Person or Damages sought from the Covered Person includes both covered and uncovered matters, the Pool and the Named Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Named Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Named Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

f. The Pool has no duty to defend a Covered Person before a Claim is presented.

(1) Upon written request to the Pool by Named Member for pre-Claim involvement of Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

(2) If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to

the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

(3) Pre-Claim involvement of the Pool under (f)(1) or f(2) shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under (f)(1) or (f)(2).

g. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Wrongful Act of any Covered Person. Should the Pool elect to defend, monitor or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

h. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion without the consent of the Covered Person. The determination by the Pool as to any settlement and as to the reasonableness of the settlement and Claims Expenses shall be conclusive on the Covered Person and the Named Member.

i. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Covered Persons, the Pool may, in its sole discretion, tender the remaining Limits of Liability applicable to that Claim available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in exhaustion of, the applicable Limit of Liability for that coverage under the CCD.

2. SUPPLEMENTARY PAYMENTS FOR COVERAGES A, B, D, E, F, AND G

a. The Pool will pay, with respect to any Claim the Pool investigates or settles, or any Suit against a Covered Person the Pool defends:

(1) All expenses the Pool incurs.

(2) Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. The Pool does not have to furnish these bonds.

(3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage, except that the Pool will not pay for any bond required in order to appeal an adverse judgment which the Pool has decided not to appeal. The Pool does not have to furnish these bonds.

(4) All costs taxed against the Covered Person in the Suit. However, these payments do not include attorney's fees or attorney's expenses taxed against the Covered Person.

(5) Pre-judgment interest awarded against the Covered Person on that part of the judgment the Pool pays. If the Pool makes an offer to pay the applicable limit of coverage, the Pool will not pay any pre-judgment interest based on that period of time after the offer.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment and before the Pool has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.

(7) Expenses incurred by a Covered Person for first aid to others at the time of an accident, for Bodily Injury to which this Document applies.

These supplementary payments will not reduce the Limits of Liability.

b. If the Pool defends a Covered Person against a Suit and an indemnitee of the Covered Person is also named as a party to the Suit, the Pool will defend that indemnitee if all of the following conditions are met:

(1) The Suit against the indemnitee seeks damages for which the Covered Person has assumed the liability of the indemnitee in a contract or agreement that is an Insured Contract;

(2) This coverage applies to such liability assumed by the Covered Person;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Covered Person in the same Insured Contract;

(4) The allegations in the Suit and the information the Pool knows about the Occurrence are such that no conflict appears to exist between the interests of the Covered Person and the interests of the indemnitee;

(5) The indemnitee and the Covered Person ask the Pool to conduct and control the defense of that indemnitee against such Suit and agree that the Pool can assign the same counsel to defend the Covered Person and the indemnitee; and

(6) All provisions of Section II.1 - Defense, Settlement, and Allocation of Damages, and Section VI.3 - Duties in the Event of Occurrence, Wrongful Act, Claim or Suit, apply to the indemnitee.

So long as the above conditions are met, attorneys' fees incurred by the Pool in the defense of that indemnitee, necessary litigation expenses incurred by the Pool and necessary litigation expenses incurred by the indemnitee at the Pool's request will be paid as supplementary payments. Notwithstanding the provisions of Paragraph 2.c.(2) of Section I - Coverage A -

Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for Bodily Injury and Property Damage and will not reduce the Limits of Liability.

A single Limit of Liability applies to Covered Persons and all indemnitees. The Pool's obligation to defend a Covered Person's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when:

(1) The Pool has used up the applicable Limit of Liability in the payment of judgments or settlements; or

(2) The conditions set forth above, or the conditions described in Paragraph (6) above, are no longer met.

SECTION III - WHO IS A COVERED PERSON

Each of the following is a Covered Person:

1. The Named Member.

2. The Named Member's Officials, Employees and Volunteers, but only for acts within the scope of their employment by the Named Member or while performing duties related to the conduct of the Named Member's business. However, none of these Officials, Employees or Volunteers is a Covered Person for:

   a. Bodily Injury or Personal and Advertising Injury:

      (1) To the Named Member or another of its Officials, Employees or Volunteers while performing duties related to the conduct of the Named Member's business;

      (2) To the spouse, child, parent, brother or sister of that other Official, Employee or Volunteer, as a consequence of Paragraph a. (1) above;

      (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a. (1) or a. (2) above; or

   b. Property Damage to property:

      (1) Owned, occupied or used by,

      (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

      the Named Member or any of its Officials, Employees or Volunteers.

3. The Covered Person's legal representative if the Covered Person dies, but only with respect to duties as such. That representative will have all the Covered Person's rights and duties under this Coverage Document.

4. With respect to Mobile Equipment registered in the Named Member's name under any motor vehicle registration law, any person is a Covered Person while driving such equipment along a public highway with the Named Member's permission. Any other person or organization responsible for the conduct of such person is also a Covered Person, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is a Covered Person with respect to:

   a. Bodily Injury to a co-Employee of the person driving the equipment; or

   b. Property Damage to property owned by, rented to, in the charge of or occupied by the Named Member, its Officials, Employees or Volunteers, or the employer of any person who is a Covered Person under this provision.

SECTION IV – DEFINITIONS

1. **Administration** means:

   a. Providing information to Employees, including their dependents and beneficiaries, with respect to eligibility for or scope of Employee Benefits Programs;

   b. Handling records in connection with an Employee Benefits Program; or

   c. Effecting continuing, or termination any Employee's participation in any benefit included in an Employee Benefit Program.

   However, Administration does not include handling payroll deductions.

2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the Named Member's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communications; and

   b. Regarding web sites, only that part of a web site that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an Advertisement.

3. **Aircraft** means any machine capable of flight, including but not limited to an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

4. **Airport Facilities** means any and all airport property including buildings and facilities for passengers and for maintenance of Aircraft.

5. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But Auto does not include Mobile Equipment

6. **Bodily Injury** means Bodily Injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

7. **Claim** means with respect to Coverages A, B, C, E, F and G, a demand or Suit against a Covered Person for money Damages or services and with respect to Coverage D, any of the following that arise out of the Administration of the Named Member's Employee Benefits Programs:

    a. A demand or Suit against a Covered Person for money Damages or services, or

    b. the filing of a Suit or the initiation of an arbitration proceeding, naming a Covered Person, and seeking damages for any actual or alleged negligent act, negligent error, or negligent omission. More than one Claim that arises out of the same act, error, or omission, or the same series of acts, errors, or omissions, will be considered a single Claim and will be included within the earliest Claim that arose out of that act, error, or omission, or series of acts, errors, or omissions.

8. **Claims Expenses** means:

    a. Fees incurred by the Pool for an attorney designated by the Pool;

    b. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

    c. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by Member of written consent from the Pool.

9. **Contribution** means the amount paid by the Named Member to the Pool for this coverage.

10. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.

11. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements.

12. **Covered Person** means any person or organization qualifying as a Covered Person in Section III – Who Is A Covered Person.

13. **Damages** means actual and compensatory money damages, and punitive damages, arising out of an error, omission or negligent act of the Covered Person, and does not include:

    a. Penalties, fines, or sanctions under any federal or state law;

    b. Attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from a Covered Person without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Covered Person which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document;

    c. Any consequential damages not flowing directly and immediately from an Occurrence but that result indirectly from such Occurrence.

14. **Employee** means:

    a. An officer of a Named Member;

    b. Any natural person while in the Named Member's service whom the Named Member has the right to direct and control while performing services for the Named Member:

        (1) While that person is providing services on a full time, part time or temporary basis; or

        (2) Whom the Named Member compensates directly by salary, wages or commissions.

    c. Leased Workers

15. **Employee Benefits Program** means a program providing some or all of the following benefits to Employees:

    a. Group life insurance, group accident or health insurance, dental, vision, and hearing plans, and flexible spending accounts;

    b. Profit sharing plans, pension plans, and Employee savings plans;

    c. Workers' compensation, unemployment insurance, social security and disability benefits;

d. Employee travel, vacation or savings plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits.

16. **Garage Operations** means the ownership, maintenance or use of locations for parked or stored Autos not owned by the Named Member which have been confiscated or impounded by the Named Member.

17. **Hostile Fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

18. **Impaired Property** means tangible property, other than Your Product or Your Work, that cannot be used or is less useful because:

a. It incorporates Your Product or Your Work that is known or thought to be defective, deficient, inadequate or dangerous; or

b. The Named Member has failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by: (1) the repair, replacement, adjustment or removal of Your Product or Your Work; or (2) the Named Member's fulfilling the terms of the contract or agreement.

19. **Insured Contract** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the Named Member or temporarily occupied by the Named Member with permission of the owner is not an Insured Contract;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the Named Member's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Member assumes the tort liability of another party to pay for Bodily Injury or Property Damage to a third person or

organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for Bodily Injury or Property Damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the Covered Person, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Covered Person's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

20. **Leased Worker** means a person leased to the Named Member by a labor leasing firm under an agreement between the Named Member and the labor leasing firm, to perform duties related to the conduct of the Named Member's business.

21. **Loading or Unloading** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an Aircraft, watercraft or Auto;

b. While it is in or on an Aircraft, watercraft or Auto; or

c. While it is being moved from an Aircraft, watercraft or Auto to the place where it is finally delivered; but Loading or Unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the Aircraft, watercraft or Auto.

22. **Loss** means direct and accidental Loss or damage. For Garage Keeper's Liability coverage only, Loss also includes any resulting loss of use.

23. **Medical Services** means:

a. Any medical, surgical, psychiatric, psychological, dental, x-ray, nursing, therapeutic, emergency medical, or other similar services or treatments;

b. The prescription, dispensation or furnishing of food, beverages, drugs, therapies, or medical, dental or surgical supplies, equipment or appliances in connection therewith; or

c. Actions by administrative personnel, involving the hiring, credentialing, training, scheduling, discipline, firing or other supervision of persons rendering Medical Services, as described in 23.a. and 23.b. above.

24. **Mobile Equipment** means a vehicle that is not designated or used primarily to transport persons or property and that is only incidentally operated on a highway. The term includes but is not limited to the following:

a. Bulldozers, farm machinery, ditch digging apparatus, well boring apparatus, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises the Named Member owns or rents. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or leased by the Named Member is deemed an Auto and not Mobile Equipment if the only reason for considering it Mobile Equipment is that it is maintained for use exclusively on streets or highways owned by the Named Member;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment but will be considered Autos:

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning.

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

25. **Named Member** means a county or other political subdivision so designated in the CCD.

26. **Occurrence** means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions.

27. **Official** means any duly-elected or appointed Official of the Named Member, but only while that person holds the office for which he or she was elected or appointed.

28. **Personal and Advertising Injury** means injury, including consequential Bodily Injury, arising out of one or more of the following offenses, provided the offense arises out of the Named Member's business:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in the Named Member's Advertisement; or

g. Infringing upon another's copyright, trade dress or slogan in the Named Member's Advertisement.

29. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

30. **Property Damage** means:

    a. Physical injury to tangible property owned by the Named Member, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the Occurrence that caused it.

    For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

31. **Suit** means a civil proceeding in which Damages to which this coverage applies are alleged. Suit includes:

    a. An arbitration proceeding in which such damages are claimed and to which the Covered Person must submit or does submit with the Pool consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Covered Person submits with the Pool's consent.

32. **Temporary Worker** means a person hired by the Named Member as an Employee to substitute for a permanent Employee on leave or to meet seasonal or short-term workload conditions.

33. **Volunteer** means a person who is neither an Official nor an Employee of the Named Member, but who donates his or her work and acts at the direction and control of and within the scope of duties determined by the Named Member, and who is not paid a fee, salary, or other commission by the Named Member or anyone else for the work performed for the Named Member. Volunteer does not include independent contractors.

34. **Your Product** means:

    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

        (1) The Named Member;

        (2) Others trading under the Named Member's name; or

(3) A person or organization whose business or assets the Named Member has acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Product; and

b. The providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

35. **Your Work** means:

a. Work or operations performed by the Named Member or on the Named Member's behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your Work; and

b. The providing of or failure to provide warnings or instructions.

36. **Wrongful Act** means any negligent act, negligent error or negligent omission by a Covered Person in the Administration of the Named Member's Employee Benefits programs, but only if the Covered Person was acting within the scope of authority granted by the Named Member.

SECTION V – LIMITS OF LIABILITY

1. The Pool will pay all sums per Occurrence, up to the Pool's Limits of Liability as set forth in the CCD or otherwise stated in this section regardless of the number of Covered Persons, Claims made or Suits brought, or persons or organizations making Claims or bringing Suits, for the following:

a. Bodily Injury and Property Damage under Coverage A to which this coverage applies, arising out of an Occurrence.

b. Damage to Premises Rented to the Named Member under Coverage A is subject to a limit of $100,000 for damages because of Property Damage to any one premises while rented to the Named Member, or in the case of damage by fire, while rented to the

Named Member or temporarily occupied by the Named Member with permission of the owner.

c. Personal and Advertising Injury under Coverage B to which this coverage applies, arising out of an Occurrence.

d. The Medical Expense Limit under Coverage C is $5,000 for all medical expenses because of Bodily Injury sustained by any one person and any payments made under Coverage C will erode the limits as listed on the CCD for Coverage A.

e. The Employee Benefits Liability Limit under Coverage D is $500,000 per coverage period.

f. The Garage Keeper's Liability Coverage Limit under Coverage E is $50,000 per coverage period.

g. Products-Completed Operations Hazard Coverage Limit under Coverage F is $100,000 per Occurrence. For the purposes of Coverage F, Occurrence specifically means the completion or abandonment of Your Product or Your Work which allegedly causes the Bodily Injury or Property Damage.

h. Crisis Management Coverage Limit under Coverage G is $100,000 per coverage period.

2. The Limits of Liability apply separately to each consecutive annual coverage period and to any remaining period of less than 12 months, starting with the beginning of the coverage period shown in the CCD, unless the coverage period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding coverage period for purposes of determining the Limits of Liability.

3. Tender by the Pool, under Section II.1.i, of an amount that would exhaust the Limits of Liability applicable to that Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amount for Damages or Claims Expenses with regard to that Claim.

4. The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the CCD shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD or within this Coverage Document. A Covered Person, other than the Named Member, has no individual responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of the Texas Tort Claims Limits, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

   At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which

fall within the Deductible amount stated in the CCD or within this Coverage Document, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section II.1.f involving each Covered Person and shall include payments for Damages and Claims Expenses.

5. Claims Expenses shall not be deducted from the Limits of Liability.

SECTION VI - GENERAL LIABILITY CONDITIONS

This General Liability Coverage Document and, unless otherwise indicated therein, all other forms and endorsements forming a part of this Coverage Document are subject to the following Conditions:

1. COVERAGE TERRITORY, COVERAGE PERIOD

Each of the following must take place in the coverage territory and during the coverage period:

a. For Coverages A, B, C, E, and F, the Occurrence which causes the Bodily Injury, Property Damage, Personal and Advertising Injury, or Loss;

b. For Coverage G, the Crisis Event.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada;

e. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a.-d., above; or

f. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by the Named Member in the territory described in a. above; or

(b) The activities of a Covered Person whose home is in the territory described in a. above, but is away for a short time on the Named Member’s business; and

(2) The Covered Person's responsibility to pay damages is determined in a Suit on the merits, in the territory described in a.-d. above or in a settlement the Pool agrees to.

2. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

3. DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT

a. The Named Member and any Covered Person involved must notify the Pool as soon as practicable of an Occurrence or Wrongful Act which may result in a Claim. To the extent possible, notice should include:

(1) How, when and where the Occurrence or Wrongful Act took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the Occurrence or Wrongful Act.

b. If a Claim is made or Suit is brought against any Covered Person, the Named Member and the Covered Person involved must immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Covered Person or by the Covered Person's representative, along with a precise statement to the Pool of when the demand, notice, summons, or other process was received, and by whom it was received.

c. The Named Member and any other involved Covered Person must also:

(1) Authorize the Pool to obtain records and other information;

(2) Cooperate with the Pool in the investigation or settlement of the Claim or defense against the Suit; and

(3) Assist the Pool, upon the Pool's request, in the enforcement of any right against any person or organization which may be liable to the Covered Person because of injury or damage to which this coverage may also apply.

d. No Covered Person will, except at that Covered Person's own cost, voluntarily make a payment, settle any Claim or action, assume any obligation, or incur any expense, other than for first aid, without the Pool's consent. Any voluntary payments made or expenses incurred shall be the sole obligation of the Covered Person.

e. No Covered Person will, without the Pool's written consent:

(1) Assume or admit any liability; or

(2) Waive, abridge, prejudice or fail to assert any right of sovereign or official immunity, limitation of liability, or other defense to liability for amounts otherwise payable under this Coverage Document. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Covered Person against that Claim.

f. In connection with any investigation the Pool may make regarding the applicability of this coverage for any Claim or Suit under this Coverage Document, or the nature or extent of a Claim or Suit payable under this Coverage Document, the Named Member and Covered Person involved agree to provide any relevant documents or records, submit to examination under oath at the Pool's request and give the Pool a signed statement of his or her answers, as often as the Pool may reasonably require.

4. BANKRUPTCY

Bankruptcy or insolvency of a Covered Person or the Covered Person's estate will not relieve the Pool of any obligations under this Coverage Document.

5. LEGAL ACTION AGAINST THE POOL

a. No one may bring a legal action against the Pool under this Coverage Document unless there has been full compliance with all the terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or Suit or proceeding involving this Coverage Document until the amount of the Covered Person's liability has been finally determined either by: (a) final judgment against the Covered Person by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal being taken; or (b) by an agreed settlement and release of liability signed by the Pool, the Covered Person and the claimant or the claimant's legal representative.

b. Nothing contained in this Coverage Document shall give a Covered Person or any person, firm, corporation, or organization other than the Pool any right to join the Pool as a party in any action to determine a Covered Person's liability.

c. Any action against the Pool by a Covered Person or any other person must be brought within two years and one day after the cause of action accrues.

6. TRANSFER OF THE NAMED MEMBER'S RIGHTS AND DUTIES UNDER THIS COVERAGE DOCUMENT

a. A Covered Person's rights and duties under this Coverage Document may not be transferred without the Pool's written consent, except in the case of death of an individual Covered Person.

b. If a Covered Person dies, his rights and duties will be transferred to his legal representative but only while acting within the scope of duties as his legal representative. Until that legal representative is appointed, anyone having proper temporary custody of the Covered Person's property will have his rights and duties but only with respect to that property.

7. TRANSFER OF RIGHTS OF RECOVERY AGAINST ANOTHER TO THE POOL

If any person or organization to or for whom the Pool makes payments under this Coverage Document has rights to recover damages from another, those rights are transferred to the Pool. That person or organization must do everything necessary to secure the Pool's rights and must do nothing after an Occurrence or Loss to impair them.

8. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Covered Person, and the Named Member is authorized by each Covered Person to accept delivery on the Covered Person's behalf.

9. CONTRIBUTIONS

a. All Contributions charged for this Coverage Document shall be computed in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. The Named Member agrees to maintain records of all information that the Pool requires for computation of Contributions, and to send copies of such records to the Pool at such times as the Pool reasonably requires.

b. The Named Member shall pay promptly all Contributions or other payments to the Pool at such times and in such manner as shall be established by the Pool's Bylaws. Any delinquent payments shall be paid with interest as prescribed by the Pool's Bylaws.

c. The Named Member will be the payee for any return Contributions or other payments the Pool pays.

d. If during the coverage period, there is a material change in the Named Member's operations, premises owned or other risks or hazards covered by this Coverage Document, the Named Member shall notify the Pool as soon as possible during the coverage period, and the Pool may, at its discretion, adjust the Contribution for this Coverage Document, in accordance with the Pool's rates and rating plans, as approved by the Pool's Board of Directors. If the earned Contribution thus computed exceeds the

advance Contribution paid, the Named Member shall pay the excess to the Pool; if less, the Pool shall refund or credit to the Named Member the unearned portion paid.

10. CANCELLATION OR NON-RENEWAL

a. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions or fraud in the obtaining of coverage, such notice must be given not less than sixty (60) days prior to the effective date of cancellation.

b. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than thirty (30) days' notice.

c. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131

d. The Pool may cancel or non-renew this Coverage Document:

(1) For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

(2) If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;

(3) For fraud in the obtaining of coverage;

(4) If the Pool is placed in supervision, conservatorship, receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

(5) If the Named Member does not implement risk management techniques required by the Pool during the initial coverage period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

(6) If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool;

(7) For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

e. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of Contributions, such cancellation shall be effective at 12:01 a.m. on the tenth (10^{th}) day following the Pool's placement of the notice of cancellation in the U.S. Mail. These Conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

f. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

11. RETAINED CONTRIBUTION PROPORTIONS

a. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the Contribution.

b. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the Contribution.

12. CHANGES

The Named Member is authorized to make changes in the terms of this Coverage Document only with consent of the Pool's duly-authorized representative. The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and/or the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated herein.

13. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

14. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the Administration of the Pool.

15. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

a. Make inspections and surveys at any time;

b. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and/or facilities;

c. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

16. OTHER INSURANCE OR COVERAGE

If other valid and collectible insurance or liability coverage is available to the Covered Person for a Claim or Loss the Pool covers under Coverages A, B, D, E or F of this Coverage Document, the Pool's obligations are limited as follows:

a. Primary Coverage

This coverage is primary except when b. below applies. If this coverage is primary, the Pool's obligations are not affected unless any of the other insurance or coverage is also primary. Then, the Pool will share with all other insurance by the method described in c. below.

b. Excess Coverage

This coverage is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for Your Work;

(b) That is Fire insurance for premises rented to the Named Member or temporarily occupied by the Named Member with permission of the owner;

(c) That is insurance purchased by the Named Member to cover the Named Member's liability as a tenant for Property Damage to premises rented to

the Named Member or temporarily occupied by the Named Member with permission of the owner; or

(d) If the Loss arises out of the maintenance or use of Aircraft, Autos or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(e) For Coverage D, any insurance that applies to an act, error, or omission on other than a claims-made basis.

(2) Any other primary insurance or coverage available to the Named Member covering liability for damages arising out of the premises or operations for which the Named Member has been added as an additional insured or Covered Person by attachment of an endorsement.

When this coverage is excess, the Pool will have no duty under Coverages A, B, D, E or F to defend the Covered Person against any Suit if any other insurer has a duty to defend the Covered Person against that Suit. If no other insurer defends, the Pool will undertake to do so, but the Pool will be entitled to the Covered Person's rights against all those other insurers.

When this coverage is excess over other insurance, the Pool will pay only the Pool's share of the amount of the Loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the Loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

The Pool will share the remaining Loss, if any, with any other insurance that is not described in this Excess Coverage provision and was not bought specifically to apply in excess of the Limits of Liability shown in the CCD of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits Contribution by equal shares, the Pool will follow this method also. Under this approach each the Pool and each insurer contributes equal amounts until they have paid their applicable limit of coverage and/ or insurance, or none of the Loss remains, whichever comes first.

If any of the other insurance does not permit Contribution by equal shares, the Pool will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or coverage to the total applicable limits of insurance and coverage of all insurers.

17. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

18. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage Document issued to the Named Member by the Pool apply to the same, Occurrence, Wrongful Act or Loss the aggregate maximum limit of liability under all such coverage Documents shall not exceed the highest applicable limit of liability under any one coverage Document. This condition does not apply to any coverage Document issued by the Pool specifically to apply as excess insurance over this Coverage Document. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

19. SEPARATION OF COVERED PERSONS

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Document to the first Named Member, this coverage applies:

a. As if each Covered Person were the only Covered Person; and

b. Separately to each Covered Person against whom Claim is made or Suit is brought.

20. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

21. COMPLIANCE WITH CONDITIONS

If any Covered Person fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Covered Person as to the particular Occurrence or action in connection with which such breach occurred.

22. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

23. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

LAW ENFORCEMENT LIABILITY
COVERAGE DOCUMENT

LAW ENFORCEMENT LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT.
PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable each Member to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a Pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except as may otherwise be provided, the coverage provided by this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool and in reliance upon the representations made by Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, including Section I.B., below, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses by reason of errors, omissions or negligent acts stated in a Claim, which arise out of the conduct of Law Enforcement Activities of Member and result in:

Personal Injury;
Bodily Injury;
Property Damage; or
Violation of Civil Rights

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);

3. The error, omission or negligent act for which Claim is first made happened during the Coverage Document Period or on or after the retroactive date in the CCD; provided, however that if the error, omission or negligent act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and

4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any error, omission or negligent act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim arising out of the categories of conduct enumerated above brought against the Member, alleging an error, omission or negligent act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
   b. If the Member committed, or is identified as the perpetrator of, fraudulent, dishonest, reckless, malicious or criminal acts or omissions;
   c. If we have paid the full amount of the Limits of Liability or sublimits applicable to the Claim or on Aggregate; or
   d. If the Member breaches any duty or condition under this Coverage Document.

2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a fraud, dishonesty, reckless, malicious or criminal act or omission Claim against a Member that is excluded under Section IV.A.2; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator of, the fraudulent, dishonest, reckless, malicious or criminal act or omission.

3. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Member against those causes of action which are not covered. If the Pool elects not to defend the Member against the non-covered causes of action, the Pool will notify the Member of its decision.

4. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. The Member may retain additional counsel at its own expense, but the Pool retains the exclusive right to control the defense.

5. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.

6. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.

7. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-Claim involvement of the Pool under 7.a or 7.b shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 7.a or 7.b.

8. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Law Enforcement Activity of the Member. Should the Pool elect to defend, monitor or participate under this provision, this election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

9. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member.

10. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member include both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

11. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named

Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in the exhaustion of, the Aggregate under the CCD.

SECTION II – DEFINITIONS

A. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

B. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

C. **Bodily Injury** means physical injury to any person (including death) and mental anguish associated with or arising from a physical injury.

D. **Civil Rights** means a person's rights under the United States constitution or any state constitution, or laws affording a right of action for Damages by reason of invasion of a Civil Right or liberty.

E. **Claim** means a demand received by the Member specifically for money Damages, including punitive or exemplary Damages, against the Member.

Claims based on or arising out of the same error, omission, or negligent act or interrelated errors, omissions or negligent acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

F. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and

4. Expenses incurred where the Pool, in accordance with Section I.B.7.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

G. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

H. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

I. **Coverage Document Period** means that one-year period designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

J. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of an error, omission or negligent act of the Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind or any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

2. any damages resulting from harm to or interference with property of any Member or any employee, agent or volunteer of the Member arising out of activity with or employment by the Member, including loss of use of property;

3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;

4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member; or

5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory Damages, or to any demand or matter not covered under this Coverage Document; or

6. any consequential damages for losses not flowing directly and immediately from an error, omission or negligent act of the Member but that result indirectly from such error, omission or negligent act.

K. **Effective Date** means the date the Coverage Document becomes effective in a Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

L. **Law Enforcement Activity** means all activities performed within the scope of the official duties of the law enforcement officers, public employees, public officials, and volunteers of each law enforcement department or agency set forth in the CCD.

M. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.

N. **Member** means only the following:

1. The Named Member;

2. Each law enforcement department or agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;

3. The individual law enforcement officers or other employees or volunteers of each law enforcement department or agency set forth in the CCD as are regularly employed and officially engaged in Law Enforcement Activities for the law enforcement department or agency.

4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:

   a. The law enforcement departments or agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or

   b. Public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of law enforcement departments or agencies named in the CCD.

5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

O. **Named Member** means a county or other political subdivision so designated in the CCD.

P. **Nominal Damages** means compensatory damages in an amount of $100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.

Q. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against a Member, notice of the suit by service of process or otherwise; or

2. A Member obtains or receives knowledge or has reason to believe that any error, omission or negligent act may reasonably be expected to result in a Claim.

R. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document, subject to the conditions as set forth in Section VI of this Coverage Document.

S. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

T. **Personal Injury** means:

1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;

2. Wrongful or improper service of process; and

3. Libel, slander, defamation of character, or violation of an individual's right of privacy.

U. **Pool** means the Texas Association of Counties Risk Management Pool.

V. **Property Damage** means:

1. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or

2. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the error, omission or negligent act that caused it;

For the purposes of this Coverage Document, data, including information, facts or programs in any electronic or other format, is not tangible property.

W. **Volunteer Worker** means a person, other than a prisoner, who (1) is not acting within the scope of his or her employment as an employee or temporary worker; (2) donates his or her work; and (3) is not paid a fee salary or other compensation for that work.

SECTION III – LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim,

   b. Persons or entities who sustain Damages, or

   c. Claims made,

   exhaustion of any of the applicable Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of any applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on, or arising out of, the same or related acts, errors, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.

3. If the Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverage does not combine with respect to payment of Damages or Claims Expenses.

4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (a) the Pool's duties to defend any Member in connection with any Claims made or then pending against the Member; and (b) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an exhaustion of the Aggregate limits.

5. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claims Expenses with regard to the Claim.

6. Claims Expenses shall not be deducted from the Limits of Liability.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by the Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;

3. Up to $250 per bond premium on appeal bonds in any suit defended by the Pool and up to $250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses with regard to a Claim which are in excess of the deductible amount stated in the CCD. The deductible amount stated in the CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, the Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.7.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. Declarations or orders by Governmental Authority. The Limits of Liability are inclusive of a Claim against a Member arising out of, in whole or in part, directly or indirectly, declarations or orders of disaster or emergency which includes but is not limited to: pandemics, communicable diseases, and natural disasters subject to a sublimit not to exceed $50,000 per Claim and a $500,000 annual Aggregate.

2. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim resulting in an award of only Nominal Damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed $250,000 per Claim.

SECTION IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

2. Fraud, dishonesty, reckless, malicious or criminal act or omission of any Member who consented to or had knowledge of the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

3. Fraud, dishonesty, reckless, malicious or criminal act or omission by a Member who committed, or is identified as the perpetrator of, the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

4. Unfair, discriminatory, retaliatory or unlawful practices relating to employment or to applicants for employment, trainees or volunteers; any errors, omissions or negligent acts relating to employment, including the processes of hiring and firing and the provision of wages and benefits; any work-related Bodily Injury of a Member for which a Claim for Workers' Compensation could be made.

5. Continuous or repeated exposure to the same or similar conditions in which any exposure existed or happened before the Coverage Document Period or the retroactive date set forth in the CCD, if any.

6. Any interference with or violation of property rights or a reduction or loss in the value of real or personal property other than Property Damage; inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; or the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor to demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants. Except that tear gas, mace or similar substances are not considered pollutants or potential pollutants when used or handled in the performance of a Law Enforcement Activity.

7. Bodily Injury or Personal Injury to:

   a. an employee of the Named Member arising out of and in the course of:

1) Employment by the Named Member; or
2) Performing duties related to the conduct of the Named Member's business; or

b. The spouse, child, parent, brother or sister of the employee as a consequence of Bodily Injury described in Section IV.7.a.

This exclusion applies whether the Named Member may be liable as an employer or in any other capacity or whether the Named Member may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

8. Bodily Injury or Personal Injury to any Volunteer Worker who is injured in the conduct of Law Enforcement Activity within the scope of his or her duties for you.

9. Any premise defect on the real property of the Member or on real property under the control of the Member.

10. The performance or non-performance of judicial acts or judicial duties; nor the performance or non-performance of prosecutorial acts or prosecutorial duties.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.

a. This exclusion does not apply to Claims brought against a Member that are otherwise covered under this Coverage Document that arise from the Law Enforcement Activities of an Employee of the Named Member pursuant to a mutual law enforcement assistance agreement, so long as the Employee has been assigned to perform the activities as part of his or her employment with the Named Member.

1) For the purposes of this exception, **Employee** means an individual who: (a) is deputized *or* appointed by either the governing body *or* an elected official of the Named Member; (b) is paid a salary by the Named Member; and (c) is entitled to receive as compensation from the Named Member the same benefits afforded to other employees of the Named Member. This Section does not provide coverage to any individual who is not an employee of the Named Member as defined in this Section.

2) This exception does not provide coverage under the Coverage Document to any entity other than the Named Member. Coverage is not provided for any entity that is created by a mutual law enforcement assistance agreement to which the Named Member is a party. Coverage is not provided to any other entity that enters into a mutual law enforcement assistance agreement with the Named Member. The terms of a mutual law enforcement assistance agreement do not become a part of this Coverage Document.

2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.

3. Any act, service, or duty for which an individual Member is being compensated or otherwise engaged other than by a law enforcement department or agency or other agency named in the CCD. Except that a Claim arising out of performance of a Law Enforcement Activity performed by a Member during a period of time for which the Member receives compensation from an entity other than the Named Member is not excluded if: (a) performance of the Law Enforcement Activity is undertaken on behalf of the Named Member; and (b) the Law Enforcement Activity and compensation are authorized by the Named Member;

4. Any Claim for the return of money or other property seized, held, auctioned or sold by the Member, including any forfeited money or other property or for the value of the money or other property;

5. Demands or actions seeking equitable relief, or redress in any form other than money Damages; actions or demands for costs, charges, attorney's fees or other fees or expenses in relation to any action, suit or proceeding seeking relief or redress in any form other than money Damages; or any investigatory, administrative, disciplinary, or criminal proceeding against a Member;

6. Any Claim by or through any Member against another Member, either individually or collectively; any Claim by any public official on behalf of a Member against any Member; any Claim by any public official or any governmental department or agency against any Member; any Claim by a volunteer engaged in activities for any Member against any Member; or any Claim which alleges or involves Property Damage to property of any Member or to property of any employee, official, agent or Volunteer Worker of the Member arising out of or in the course of activity with or employment by the Member, including loss of use of property. For the purpose of this exclusion, the term Member includes an individual who was a Member at the time the Claim arose.

7. Any medical malpractice Claim, including a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

8. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.

C. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE EXCLUSION

1. This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2. For purposes of this exclusion the following definitions apply:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

a. Operated by and either owned by or leased to any Member; or

b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Personal Information means an individual's name in combination with one or more of the following:

a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of a Member or for which a Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

SECTION V – CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER.

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and for determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, provide the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received;

4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

H. ACTION AGAINST THE POOL.

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally established either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

I. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:

    a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

    b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

    c. For fraud in the obtaining of coverage;

    d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

    e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

    f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

    g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability or Aggregate, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the error, omission or negligent act or occurrence resulting in any Claim.

R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

T. PAYMENT

Payment of contribution to the Pool by the Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess coverage over this Coverage Document.

V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the Claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any error, omission or negligent act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

B. An increase in contribution or deductible, or reduction in Limits of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

C. The extension of coverage for Claims made and reported after termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

   1. For a 12-month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

   2. For a 24-month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE DOCUMENT

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance, but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

VARIOUS PROVISIONS IN THIS COVERAGE DOCUMENT RESTRICT COVERAGE. READ THE ENTIRE DOCUMENT CAREFULLY

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

SECTION I – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE AGREEMENT

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by the Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

First Party Coverages and Third Party Coverages under A. and B. below apply if:

i. The Covered Event commenced on or after the Retroactive Date in the CCD and before the end of the Coverage Document Period.

ii. For Third-Party Coverages, a Claim for Damages because of the Privacy or Security Event, a Regulatory Proceeding, or a PCI-DSS Assessment is first made against the Member during the Coverage Document Period or any Extended Reporting Period provided under Section VI; and

iii. The Member gives written notice of the Claim or Covered Event to the Pool in accordance with Section V.H.

A Claim seeking Damages will be deemed to have been made when notice of the Claim is received by any Member or by the Pool, whichever occurs first.

A. FIRST PARTY COVERAGES

1. Privacy Response Expenses

   The Pool will pay for Privacy Response Expenses incurred by the Member in connection with a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

   But: The amount the Pool will pay for Privacy Response Expenses is limited as described in Section III.

2. Electronic Equipment and Data Recovery

   The Pool will pay for the Member's damage to, loss of use or destruction of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose, the reasonable and necessary expenses to determine whether Electronic Data can or cannot be restored, recollected, or recreated, and the reasonable and necessary expenses to restore, recreate or recollect Electronic Data for which a Member incurs as a result of a Privacy or Security Event.

3. Business Interruption Costs

   The Pool will pay for Business Income Loss, Expenses to Reduce Loss, Extra Expenses, and Proof of Loss Preparation Costs for which a Member incurs after the Waiting Hours Period of 12 hours and solely as a result of a Privacy or Security Event.

4. Cyber Extortion Coverage

   The Pool will pay for Cyber Extortion Expenses and Cyber Extortion Monies the Member pays as a direct result of a Cyber Extortion Threat, provided that such payment does not violate any applicable trade or economic sanctions law or regulation.

5. eCrime Coverage

   The Pool will pay for any direct financial loss sustained by a Member as a result of an eCrime Event. eCrime Coverage does not cover payment of any Damages, legal costs, or legal expenses, or the costs of proving or establishing the existence of an eCrime Event.

B. THIRD PARTY COVERAGES

1. Privacy or Security Event Liability

   The Pool will pay those sums a Member becomes legally obligated to pay as Damages because of a Privacy or Security Event.

2. Regulatory Proceedings and Penalties

   The Pool will pay for Regulatory Penalties the Member becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Privacy or Security Event.

3. PCI-DSS Assessments

   The Pool will pay for PCI-DSS Assessments for which a Member is liable if the PCI-DSS Assessments are due to noncompliance by the Member with PCI Data Security Standards and the noncompliance results in a Privacy or Security Event.

   But: The amount the Pool will pay for PCI-DSS Assessments is limited as described in Section III.

C. THIRD PARTY DEFENSE, SETTLEMENT, AND ALLOCATION OF DAMAGES

1. Privacy or Security Event Defense:

   Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend the Member against a Suit seeking Damages because of a Privacy or Security Event potentially covered by this Coverage Document. However, the Pool will have no duty to defend any Member against any Suit seeking Damages to which this coverage does not apply.

2. Regulatory Defense:

   Subject to all of the provisions contained in this Coverage Document, the Pool will have the right and duty to defend the Member against any Regulatory Proceeding to which this coverage applies. However, the Pool will have no duty to defend any Member against Regulatory Proceeding to which this coverage does not apply.

3. The Pool's duty to defend a Member against a Suit seeking Damages because of a Privacy or Security Event or against a Regulatory Proceeding shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;

   b. If we have paid the full amount of the Limits or sublimits applicable to the Claim or on Aggregate;

   c. If the Member breaches any duty under this Coverage Document.

4. If a Suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Member against those causes of action which are not covered. If the Pool elects not to defend the Member against the non-covered causes of action, the Pool will notify the Member of its decision.

5. The Pool shall have the right to control the defense of any Suit or Regulatory Proceeding, including the right to select additional counsel for any Member. The Member may retain its own counsel at its own expense, but the Pool retains the exclusive right to control the defense.

6. The Pool shall have the right, but not the duty, to appeal any judgment or Regulatory Penalty adverse to the Member.

7. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-Claim involvement of the Pool under 7.a or 7.b shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 7.a or 7.b.

8. The Pool shall have the right to settle any Claim or Suit based on a Privacy or Security Event as may be deemed expedient by the Pool, and the Pool may settle any Claim or Suit at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member.

9. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member include both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

10. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims or First-Party Loss, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole

discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in the exhaustion of, the Aggregate under the CCD or any applicable sublimit.

SECTION II - DEFINITIONS

1. **Aggregate** means the Pool's total liability for (1) Damages and Claims Expenses resulting from all Claims first made against the Member during the Coverage Document Period; and (2) First-Party Losses for Covered Events which fall within the Coverage Document. The Pool's total liability shall not exceed the amount stated in the Declaration as Aggregate regardless of the time when the Claim or First-Party Loss is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

2. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

3. **Business Income Loss** means the sum of the following incurred during the Period of Indemnity:

   a. net revenue that the Named Member is prevented from receiving from the business operations of the Named Member due to a Material Interruption; and

   b. charges and expenses which necessarily continue (including ordinary payroll).

4. **Claim** means any demand for money Damages, Suit for Damages or Regulatory Proceeding or PCI-DSS Assessment resulting from a Privacy or Security Event. All Claims because of a single Privacy or Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Member, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Document Period or any Extended Reporting Period provided under Section VI.

5. **Claim Expenses** means:

   a. Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Member with the Pool's prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;

   b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Member with the Pool's prior consent; and

c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and defense of any Claim;

b. Privacy Response Expenses; or

c. PCI-DSS Assessments.

6. **Computer System** means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

   a. Operated by and either owned by or leased to the Member; or

   b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

7. **Contribution and Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

8. **Covered Event** means a Privacy or Security Event, Cyber Extortion Threat, or eCrime Event.

9. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

10. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

    If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

11. **Cyber Extortion Expenses** means all reasonable and necessary costs and expenses which a Member incurs as a direct result of a Cyber Extortion Threat, other than Cyber Extortion Monies, provided that Cyber Extortion Expenses shall not include:

    a. Privacy Response Expenses
    b. Extra Expenses
    c. Expenses to Reduce Costs
    d. Business Income Loss
    e. Proof of Loss Preparation Costs

f. Electronic Equipment and Electronic Data Damage
g. Any direct financial loss sustained as a result of an eCrime Event.

12. **Cyber Extortion Monies** means any funds, including any cryptocurrency, which the Named Member pays, with the prior written consent of the Pool, for the purpose of terminating the Cyber Extortion Threat.

13. **Cyber Extortion Threat** means a credible threat or series of related credible threats, including, but not limited to, a demand for Cyber Extortion Monies, directed at a Member to:

    a. Release, divulge, disseminate, destroy or use confidential information taken from the Member as a result of a Privacy or Security Event;

    b. Introduce malicious code into a Computer System;

    c. Corrupt, damage or destroy a Computer System;

    d. Restrict or hinder access to a Computer System.

14. **Damages** means compensatory damages, judgements, settlements, pre-judgement and post-judgement interest, including without limitation: (1) punitive, exemplary and multiple damages where covered by the applicable law which most favors coverage for such punitive, exemplary and multiple damages; (2) civil fines or penalties imposed by a governmental agency and arising from a Regulatory Action, unless the civil fine or penalty imposed is not covered under the law of the jurisdiction imposing such fine or penalty; (3) any monetary amounts a Named Member is required by law or has agreed to by settlement to deposit into a consumer redress fund; and (4) amounts payable in connection with a PCI-DSS Assessment.

    Damages does not include:

    a. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of Member;

    b. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.

    c. any consequential damages not flowing directly and immediately from a Privacy or Security Event but that result indirectly from such Privacy or Security Event.

15. **eCrime Event** means a Fraudulent Instruction, Funds Transfer Fraud, or Telephone Fraud that the Member first discovers during the Coverage Document Period.

16. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

17. **Electronic Data** means any software of electronic data stored electronically on a Computer System, including without limitation Personal Information.

18. **Expenses to Reduce Loss** means expenses incurred by the Member during the Period of Indemnity, over and above normal operating expenses, for the purpose of reducing Business Income Loss.

19. **Extra Expenses** means expenses incurred by the Member during the Period of Indemnity or the Extended Period of Indemnity (if any), other than Expenses to Reduce Loss, that would not have been incurred but for a Material Interruption.

20. **First-Party Loss** means any payment by the Pool for Privacy Response Expenses, Business Interruption Costs, Electronic Equipment and Electronic Data Damage, Cyber Extortion Expenses, Cyber Extortion Monies or payments under the e-Crime Coverage.

21. **Funds Transfer Fraud** means the loss of Money or Securities contained in a Transfer Account at a financial institution resulting from fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions by a third party issued to a financial institution directing such institution to transfer, pay, or deliver Money or Securities from any account maintained by the Named Member at such institution, without the Named Member's knowledge or consent.

22. **Fraudulent Instruction** means the transfer, payment, or delivery of Money or Securities by the Member as a result of fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions provided by a third party, that is intended to mislead a Member through the misrepresentation of a material fact which is relied upon in good faith by such Member. However, Fraudulent Instruction does not include any Funds Transfer Fraud or any loss arising out of any forged, altered, or fraudulent negotiable instruments or securities.

23. **Limits of Liability** of the Pool for payment of all Loss shall be the applicable Limit shown in the CCD under Limits of Liability. Limits of Liability include any applicable sublimits and the Aggregate limits.

24. **Loss** means any payment by the Pool for Damages, Regulatory Penalties, Claim Expenses, Privacy Response Expenses, PCI-DSS Assessments, Business Interruption Costs, Electronic Equipment and Electronic Data Damage, Cyber Extortion Expenses, Cyber Extortion Monies or payments under the e-Crime Coverage.

25. **Material Interruption** means the actual and measurable interruption or suspension of a Member's business directly caused by a Privacy or Security Event.

26. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member. Anyone serving under a third party contract with the Named Member is not a Member. Any entity, including quasi-state entities and inter-jurisdictional task

forces, that stores any data, including Personal Information, on the Named Member's Computer System other than the Named Member is not a Member.

27. **Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

28. **Named Member** means a county or other political subdivision so designated in the CCD.

29. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.

30. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VI of this Coverage Document.

31. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

32. **PCI-DSS Assessment** means any monetary penalty owed by a Member due to the Member's noncompliance with Payment Card Industry Data Security Standards (PCI-DSS) under an agreement between the Member and a financial institution or other person enabling the Member to accept credit cards, debit cards, prepaid cards, or other payment cards.

33. **Period of Indemnity** means 180 days from the expiration of the Waiting Hours Period.

34. **Personal Information** means an individual's name in combination with one or more of the following:

    a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

    b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

    c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

    d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

    Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

35. **Pool** means the Texas Association of Counties Risk Management Pool.

36. **Privacy or Security Event** means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Except that Privacy or Security Event does not include any:

a. Failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;

b. Suspension, cancellation, revocation, or failure to renew any domain names, secure sockets layer certificates, or uniform resource locators;

c. Failure to adequately anticipate or capacity plan for normal and above operational demand for Computer Systems except where this demand is due to a denial of service attack;

d. Ordinary wear and tear, obsolescence, or gradual deterioration of the physical components of Computer Systems or Computer System software; or

e. Failure in the design, architecture, or configuration of Computer Systems.

Any Privacy or Security Event that is continuous or part of a series of repeated or related Privacy or Security Events will be considered to be a single Privacy or Security Event and will be considered to have commenced when the first such Privacy or Security Event commenced regardless of:

a. The number of individuals or entities engaged in such Privacy or Security Events;

b. The number of individuals or entities affected by such Privacy or Security Events;

c. The number of locations where such Privacy or Security Events occurred; or

d. The number of such Privacy or Security Events occurring or period of time over which they occur, even if subsequent Privacy or Security Events take place after the Coverage Document Period.

37. **Privacy Response Expenses** means the following reasonable and necessary costs incurred by the Member within one year of the discovery of a Privacy or Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Member or for which the Member is legally responsible:

a. For the services of a security expert designated by the Pool to determine the scope and cause of a Privacy or Security Event;

b. For the services of consultants or attorneys designated by the Pool to determine the Member's obligations, if any, under applicable law;

c. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;

d. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Member elects to provide such services; and

e. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Member's reputation as a result of the Privacy or Security Event;

Provided, however, Privacy Response Expenses do not include:

a. Any internal salary, administrative, overhead or other related expenses of any Member or any charges by a Member for time spent cooperating with the investigation and response to any Privacy or Security Event;

b. Claim Expenses;

c. PCI-DSS Assessments;

d. Electronic Equipment Damage and Data Recovery;

e. Network Interruption Costs;

f. Cyber Extortion Expenses;

g. Cyber Extortion Monies; or

h. Any direct financial loss sustained as a result of an eCrime Event.

38. **Proof of Loss Preparation Costs** means fees and expenses incurred by a Member for the services of a third-party forensic accounting firm to establish and prove the amount of loss, including those costs in connection with preparing a proof of loss. Proof of Loss Preparation Costs does not include any fees or expenses for consultation on coverage or negotiation of claims.

39. **Property Damage** means damage to, loss of use of, or destruction of any tangible property; however, Property Damage does not include the loss of use or damage of electronic equipment caused by the reprogramming of software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, "tangible property" shall not include Electronic Data.

40. **Regulatory Penalties** means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Member to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Member is legally obligated to deposit in a fund as equitable relief for the payment of consumer Claims due to an adverse judgment or settlement of a Regulatory Proceeding.

41. **Regulatory Proceeding** means a civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity's regulatory or Official Capacity.

42. **Securities** means negotiable and non-negotiable instruments or contracts representing either Money or tangible property that has intrinsic value.

43. **Suit** means a civil proceeding arising out of a Privacy or Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Member must submit or does submit with the consent of the Pool.

44. **Telephone Fraud** means the act of a third party gaining access to and using the Named Member's telephone system in an unauthorized manner.

45. **Transfer Account** means an account maintained by the Named Member at a financial institution from which the Named Member can initiate the transfer, payment or delivery of Money or Securities.

46. **Waiting Hours Period** means the number of hours that must elapse once a Material Interruption has begun.

SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim or Covered Event;

   b. Persons or entities making Claims, bringing Suits, or bringing Regulatory Proceedings;

   c. Claims made or Covered Events,

   exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Loss. The Pool shall never be required to pay any amount in excess of the applicable Limits of Liability shown in the CCD.

2. The Pool's total liability for all Loss during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duty to defend any Member in connection with any Claims or Regulatory Proceedings then pending against the Member; and (2) the Pool's liability to pay any amounts for any Loss. Tender by the Pool, under

Section 1.C.10, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an exhaustion of the Aggregate limits.

3. The Limits of Liability are inclusive of Claims Expenses.

B. SUBLIMITS

a. Electronic Equipment and Data Recovery. The Limits of Liability are inclusive of a Loss for Electronic Equipment and Data Recovery Costs subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

b. Business Interruption. The Limits of Liability are inclusive of a Loss for Business Interruption subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

c. Cyber Extortion Expenses and Monies. The Limits of Liability are inclusive of a Loss for Cyber Extortion Expenses and Monies subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

d. eCrime Coverage. The Limits of Liability are inclusive of a Loss under the eCrime Coverage, subject to a sublimit not to exceed an annual Aggregate Limit of Liability as stated in the CCD.

C. DEDUCTIBLE

The Pool will pay only those Losses which are in excess of the Deductible amounts stated in the CCD. The Deductible amount stated in the Declaration shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire Deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the Deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Losses which fall within the Deductible amount stated in the CCD the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The Deductible amount stated in the CCD shall be applicable to each Covered Event, and the Pool will pay only such amounts as are in excess of the deductible amount shown in the CCD. If two or more deductibles apply to a Covered Event which results in a Loss covered under this Coverage Document, the total deductible will not exceed the single largest deductible applicable to the Covered Event.

SECTION IV – EXCLUSIONS

This coverage does not apply to any Loss for, arising out of, or resulting from:

1. Bodily Injury or Property Damage;

2. Any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel; provided, however, that this exclusion shall not apply:

   a. To the extent the Member would have been liable in the absence of such contract or agreement; or

   b. To amounts payable as PCI-DSS Assessments.

   c. With respect to Privacy or Security Event Liability and Privacy or Security Expenses coverage, to the Member's obligations to maintain the confidentiality or security of personally identifiable information or third-party corporate information.

3. Any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended, or any other federal, state, local, foreign or common law rules or regulations involving antitrust, restraint of trade, unfair competition, or false or deceptive or misleading advertising;

4. Any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or Loss covered that results from a theft, loss or unauthorized disclosure of or access to Personal Information;

5. The actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Member; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (i.e., opt-in or opt-out) from the collection, disclosure, or use of Personal Information; or

   The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, including actual or alleged violations of:

   i. The Telephone Consumer Protection Act (TCPA, including any amendment or addition to such law;

   ii. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

   iii. Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-Spam Act of 2203 and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the dissemination, recording, sending, transmitting, communicating or distribution of material or information.

This exclusion only applies if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Member.

6. Any of the following conduct by a Member:

   a. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;

   b. Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

   c. Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;

   d. Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy; or

   e. Any actual or alleged violations of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Accurate Credit Transactions Act (FACTA).

7. Any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Member; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Member, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the Member;

8. The actual or alleged transmission of a communicable disease. This applies even if the claims against any Member allege negligence or other wrongdoing in the: Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; testing for a communicable disease; failure to prevent the spread of the disease; or failure to report the disease to authorities;

9. Any actual or alleged:

   a. Infringement of patent or patent rights or misuse or abuse of patent; or

b. Infringement of copyright arising from or related to software code, software products, hardware, or firmware; or

c. Use or misappropriation of any ideas, intellectual property, or trade secrets by a Member or on behalf of, or in collusion with a Member;

10. Any of the following:

    a. Trading losses, trading liabilities or change in value of accounts;

    b. Any loss of monies, securities or tangible property of others in the care, custody or control of the Member;

    c. The monetary value of any electronic fund transfers or transactions by or on behalf of the Member that is lost, diminished, or damaged during transfer from, to or between accounts, except for direct financial loss sustained as a result of an eCrime Event; or

    d. The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.

11. Any court order or demand requiring any Member to provide personally identifiable information to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority.

12. Any Claim made by or on behalf of a Member under this Coverage Document; however, this exclusion will not apply to an otherwise covered Claim made by a Member arising from a Privacy or Security Event.

13. Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including any Computer System and their component parts, mobile devices, and mechanical equipment.

14. War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any action taken by a governmental authority to hinder, control, prevent, suppress or defend against any of the aforementioned actions.

15. Any use of computers and associated input and output devices, data storage devices, networking equipment, and/or backup facilities by or on behalf of a sovereign state to disrupt, degrade, manipulate, or destroy information in the Named Member's Computer System.

16. The premeditated use of disruptive activities, or the threat to use disruptive activities, against the Named Member's Computer System with the intention to further social, ideological, political, or similar objectives, unless it results in the actual or reasonably suspected theft, loss, or unauthorized disclosure of or access to Personal Information.

17. Confiscation, nationalization, requisition, shutdown, destruction of, or damage to any property, Computer System, software, or electronic data if required by statute or by order of any governmental or public authority.

18. Any Covered Event that occurred before the Coverage Document Period and that any Member knew or reasonably should have known would result in a Claim, Suit or other Loss covered by this Coverage Document.

19. Any charge back, interchange fee, discount fee, service-related fee, rate, or charge; or liability or fee incurred by a Member due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to any PCI-DSS Assessments.

20. Any disclosure of Personal Information due to pixels, cookies, or any other similar tool in a website owned or operated by the Named Member which tracks or collects the Personal Information of the website's users.

21. Any acts, services, or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department, or agency of the Named Member, except for the unintended disclosure of Personal Information by a law enforcement official, department, or agency of the Named Member.

22. The failure to adequately supply electrical power or fuel arising out of the interruption of the electrical power supply or fuel supply.

SECTION V - CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or Loss in connection with which the breach occurred.

B. COVERAGE DOCUMENT AS PROPRIETARY

This Coverage Document is a proprietary instrument created by the Pool and includes confidential information and trade secrets that might be beneficial to competitors in the marketplace. Therefore, if requests are made for the Coverage Document, or for any other documents related to reasonably anticipated or ongoing litigation, the Member must inform the Pool immediately and may not turn over such documents without the Pool's written consent. In the event a request is made for such documents under the Public Information Act, the Member must object to the production with the Attorney General and provide third-party notice of the request to the Pool.

C. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage

Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

D. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

E. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

F. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall:

   a. Upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool;

   b. Attend and participate in hearings;

   c. Attend and testify truthfully in depositions and trials; and

   d. Assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed or settled, or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, counterclaims, and efforts to settle a Claim, including offers of judgement.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

G. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

H. NOTICE TO THE POOL

1. As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Claim made against the Member as soon as practicable, but in no event later than the end of the Coverage Document Period or any Extended Reporting Period provided under Section VI.

2. As a condition precedent to the obligations of the Pool under this coverage, the Member must give written notice to the Pool of any Covered Event as soon as practicable and provide all such information relating to the Covered Event as the Pool may reasonably request.

3. If during the Coverage Document Period, any Member becomes aware of a Covered Event that may reasonably be expected to give rise to a Loss, including a Regulatory Proceeding or PCI-DSS Assessment, the Member must give written notice to the Pool of such Covered Event as soon as practicable, but in no event later than the end of the Coverage Document Period or any Extended Reporting Period provided under Section VI. Notice must include:

   a. A specific description of the Covered Event, including all relevant dates;

   b. The names of persons involved in the Covered Event, including names of potential claimants and a specific description of any Personal Information actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;

   c. The specific reasons for anticipating that a Loss may result from such Covered Event;

   d. The specific nature of the alleged or potential Loss arising from such Covered Event; and

e. The specific circumstances by which the Member first became aware of the Covered Event.

Any Claim subsequently made against any Member or First-Party Loss subsequently arising out of such Covered Event shall be deemed to be a Claim made or First-Party Loss paid during the Coverage Document Period in which the Covered Event was first reported to the Pool.

I. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or Suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

J. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

K. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of Contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

   Texas Association of Counties Risk Management Pool
   Attn: Member Services
   P.O. Box 2131
   Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document for the following:

   a. For nonpayment of Contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

   b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of Contribution;

   c. For fraud in the obtaining of coverage;

   d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

   e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

   f. For underwriting reasons;

   g. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

   h. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

L. RETAINED CONTRIBUTION PROPORTIONS

If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

M. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

N. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

O. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

P. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

Q. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

R. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

S. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

T. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

U. REPRESENTATIONS

By accepting this Coverage Document, the Member agrees that the Member's statements in the application for Coverage and renewal documents are the Member's agreements and representations, that this Document is issued in reliance upon the truth of such representations and that this Coverage Document, the Pool's Bylaws, the Interlocal Participation Agreement between the Member and the Pool, and the Pool's duly adopted underwriting standards and criteria embody all agreements existing between the Member and the Pool or any of the Pool's agents relating to this Coverage Document.

V. PAYMENT

Payment of contribution to the Pool by the Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

W. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim or Loss, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. The Pool and the Named Member agree that the limits of Pool coverages do not combine with respect to payment of Damages, Claims Expenses, or any other Loss. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

X. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

Y. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. No Automatic or Optional Extended Reporting Period will be provided if the Pool cancels coverage for non-payment of contribution, cancels or rescinds coverage for material misrepresentation or fraud or cancels or rescinds coverage for violation by the Named Member of the Interlocal Participation Agreement, bylaws or other rules governing the conduct of Member of the Pool.

B. If the Pool cancels or non-renews the coverage provided under this Coverage Document, the Named Member will have the right to an automatic extended reporting period of (60) days, which will commence on the effective date of such cancellation or nonrenewal. During the automatic extended reporting period, a Member may give notice to the Pool of any Covered Event that commenced on or after the Retroactive Date, if any, shown in the CCD and before the effective date of the cancellation or non-renewal and for which a Claim was first made against the Member, or which gives rise to a First-Party Loss, during the Coverage Document Period or the automatic extended reporting period. Such notice must be given in accordance with Section V.G.

C. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in obtaining coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

D. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

E. The extension of coverage for Claims made and reported after termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

F. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

G. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

H. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

I. The Automatic Extended Reporting Period will not apply where an Optional Extended Reporting Period has been purchased or to Claims that are covered under any subsequent coverage a Named Member purchased for a Member's benefit, or that would be covered by any such subsequent insurance or other coverage but for exhaustion of the amount of insurance applicable to the Claims or any applicable retention amount.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PUBLIC OFFICIALS LIABILITY
COVERAGE DOCUMENT

PUBLIC OFFICIALS LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II-DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by the Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses solely by reason of any Wrongful Act stated in a Claim.

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);

3. The Wrongful Act for which Claim is made happened during the Coverage Document Period or on or after the retroactive date set forth in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and

4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any Wrongful Act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Member alleging a Wrongful Act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
   b. If the Member committed, or is identified as the perpetrator of, reckless, malicious, or criminal acts or omissions;
   c. If we have paid the full amount of the Limits or sublimits applicable to the Claim or on Aggregate;
   d. If the Member breaches any duty under this Coverage Document.

2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a Claim alleging fraud, dishonesty, or bad faith on the part of any Member that is excluded under Section IV.A.1.; provided, however, that the duty to defend will terminate if it is conclusively established that the acts of dishonesty, fraud, or bad faith were committed by the Member and were material to the Claim. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim.

3. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a reckless, malicious, or criminal act or omission Claim against a Member that is excluded under Section IV.A.8; provided, however, that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator, of the reckless, malicious, or criminal act or omission.

4. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a constitutional or statutory takings Claim that is excluded from coverage under Section IV.A.7; provided, however, that the Pool's Claim Expense obligation is limited to $50,000 per Claim and $50,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision.

5. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend you against those causes of action which are not covered. If the Pool elects not to defend you against the non-covered causes of action, the Pool will notify you of our decision.

6. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. Member may retain additional counsel at its own expense but the Pool retains the exclusive right to control the defense.

7. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.

8. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.

9. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-claim involvement of the Pool under 9.a or 9.b shall not constitute a waiver of any rights the Pool may have pursuant to any provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 9.a or 9.b.

10. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative, or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor, or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

11. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of the settlements and Claims Expenses shall be conclusive on the Member.

12. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between

that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

13. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward and may result in the exhaustion of the Aggregate under the CCD.

14. The Pool will not pay Damages for any Claims where such payments are prohibited by federal or state statute or other applicable law.

SECTION II - DEFINITIONS

A. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

B. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

C. **Back Wages** means salary or other remuneration owed as a result of the wrongful termination of employment. It does not include back benefits.

D. **Claim** means a written demand received by the Member specifically for money Damages, including punitive or exemplary damages and back wages, against the Member.

Claims based on or arising out of the same Wrongful Act or interrelated Wrongful Acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

E. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and

4. Expenses incurred where the Pool, in accordance with Section I.B.9.a. of this Coverage Document, responds to a written request by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

F. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

G. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

H. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

I. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of a Wrongful Act of a Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind for any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

2. any damages resulting from harm to or interference with property of any Member or any employee, agent, or volunteer of the Member arising out of activity with or employment by Member, including loss of use of property;

3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;

4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member;

5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.

6. any consequential damages for losses not flowing directly and immediately from a Wrongful Act of the Member but that result indirectly from such Wrongful Act.

J. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

K. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.

L. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by the Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

The district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

Anyone serving under a third-party contract with the Named Member is not a Member.

M. **Named Member** means a county or other political subdivision so designated in the CCD.

N. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against the Member, notice of the suit by service of process or otherwise; or

2. The Member obtains or receives knowledge or reason to believe that any Wrongful Act may reasonably be expected to result in a Claim.

O. **Nominal Damages** means compensatory damages in an amount of $100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.

P. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.

Q. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VII of this Coverage Document.

R. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

S. **Pool** means the Texas Association of Counties Risk Management Pool.

T. **Wrongful Act** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance, or nonfeasance by the Member, or Members in their Official Capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an Official Capacity.

SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim,

   b. Persons or entities who sustain Damages, or

   c. Claims made,

   exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on or arising out of the same or related acts, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.

3. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any claims made or then pending against Member; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section I.B.13, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an Exhaustion of the Aggregate limits.

5. Tender by the Pool, under Section I.B.13, of an amount that would exhaust either the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claim Expenses with regard to any Claim or Claims.

6. Claims Expenses shall not be deducted from the Limits of Liability.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability thereon, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;

3. Up to $250 per bond premium on appeal bonds in any suit defended by the Pool and up to $250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the deductible amounts stated in the CCD. The deductible amount stated in the CCD shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.9.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. County or District Clerk. The Aggregate Limit of Liability is exclusive of a Claim against the county clerk or a deputy county clerk and the district clerk or a deputy district clerk for liability incurred through errors or omissions in the performance of their official duties. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the county clerk or a deputy county clerk shall not exceed $1,000,000. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the district clerk or a deputy district clerk shall not exceed $1,000,000. These Limits of Liability are provided in addition to and are distinct from the Limits of Liability provided under this Coverage Document.

2. Back Wages. The Limits of Liability are inclusive of a Claim against a Member for Back Wages subject to a sublimit not to exceed $50,000 per Claim and a $100,000 annual Aggregate Limit of Liability.

3. Prosecutor. The Limits of Liability are inclusive of Claim Expenses for a Claim against the county attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed $500,000 per Claim and a $1,000,000 annual Aggregate Limit of Liability.

4. Takings. The Limits of Liability are inclusive of Claim Expenses for a statutory or constitutional takings Claim up to a sublimit of $50,000 per Claim and a $50,000 annual Aggregate Limit of Liability.

5. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim

resulting in an award of only Nominal damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed $250,000 per claim.

SECTION IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. Fraud, dishonesty, or bad faith of any Member, except as an element of a Claim of malicious prosecution.

2. Bodily Injury, sickness, assault or battery, communicable disease, or death of any person.

3. Physical injury to property or loss of use of property.

4. Any Wrongful Act performed while the Member was engaged in any activity for which the Member received compensation from any source other than the Named Member or was engaged other than by and through the specific authority of the Named Member.

5. False arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction, wrongful entry, or other invasion of the right of private occupancy, wrongful or improper service of process, humiliation, libel, slander, or violation of an individual's right of privacy.

6. Any acts, services, or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department, or agency of the Named Member including budgeting for law enforcement, except as an element of: (a) a Claim of malicious prosecution; or (b) a Claim arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member.

7. Inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; nor the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants, including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants.

8. Reckless, malicious, or criminal act or omission of any Member who consented to or had knowledge of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

9. Reckless, malicious, or criminal act or omission by a Member who committed, or is identified as the perpetrator, of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

10. Acts or omissions relating to Member's fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan.

11. Continuous or repeated exposure to the same or similar conditions in which any exposure or condition existed or happened before the Coverage Document Period or the retroactive date set forth on the CCD, if any.

12. Professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the Named Member.

13. Laboratory testing or medical malpractice. For the purpose of this exclusion a medical malpractice Claim includes a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

14. A regulatory act or similar act by a Member that restricts, limits, or prohibits a person or entity's right to: (a) use property owned by the person or entity; or (b) to pursue a certain business.

15. Preparation of bid specifications, failure to supply governmental services, and strikes, riots, or civil commotion.

16. The failure to pay: (a) any bond, including interest on any bond; or (b) any debt, financial guarantee, or debenture.

17. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.

2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.

3. Any Claim by or through any Member against another Member, either individually or collectively, nor to any Claim by any public official on behalf of a Member against any Member; nor to any Claim by a volunteer engaged in activities for any Member against any Member; however, this exclusion shall not apply to Claims arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member, nor to any Claim brought against a county clerk or deputy county clerk, or district clerk or deputy district clerk for liability incurred through errors and omissions in the performance of their official duties. For the purpose of this exclusion, the term Member includes an individual that was a Member at the time the Claim arose.

4. Demands or actions seeking equitable relief, or redress in any form other than money Damages; nor to any action, suit or proceeding seeking relief or redress in any form other than money Damages; nor to any investigatory, administrative, disciplinary, or criminal proceeding against a Member.

5. Demands or actions related to a Claim resulting from the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic information or a violation or failure of the security of the Named Member's Computer System.

6. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.

7. Any Claim arising out of the performance or non-performance of judicial duties and brought by a person who was not a party to the judicial proceeding.

8. This Coverage Document does not provide coverage for any liability, Claim, penalty or expense arising directly or indirectly from any Privacy or Security Event.

   For purposes of this exclusion the following terms have the following meanings:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

   a. Operated by and either owned by or leased to any Member; or

   b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting, or storing the Member's electronic data pursuant to a written contract with the Member for such services.

   Personal Information means an individual's name in combination with one or more of the following:

   a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format;

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial-of-service attack or receipt or transmission of malicious code;

c. A credible threat or series of related credible threats directed at a Member to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Member; (2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; (4) restrict or hinder access to a Computer System.

d. Financial loss as a result of a fraudulent instruction, funds transfer fraud, or telephone fraud.

SECTION V - CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed, or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and the Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and the Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, give the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received; and

4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

H. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant, and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

I. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131

Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:

   a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

   b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

   c. For fraud in the obtaining of coverage;

   d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver;

   e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

   f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

   g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition, or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

T. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to

perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

B. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

C. The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days

after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

Texas Association of Counties Risk Management Pool

Hays County-1050

INVOICE

Attn: Kimberli Andrews
712 S Stagecoach Trl Ste 1071
San Marcos, TX 78666-6247

Invoice Due Date: 11/15/2026
Invoice #: 00005963
Coverage #: CAS-1050-20261115-1
Coverage Period: 11/15/2026 - 10/01/2027

Coverage	Invoice Number	Contribution Due	Amount Enclosed
Auto Liability Contribution	00005963	$183,655.00	
Auto Physical Damage Contribution	00005963	$113,300.00	
General Liability Contribution	00005963	$37,738.00	
Law Enforcement Liability Contribution	00005963	$284,965.00	
Privacy or Security Event Liability and Expense Contribution	00005963	$42,404.00	
Public Officials Liability Contribution	00005963	$107,532.00	
Total Contribution:		$769,594.00	

Balances as of 10/15/2026

Coverage Year	Invoice Number	Invoice Description	Invoice Due Date	Invoice Amount	Payment	Adjustments /Credits	Balance
2026	00005963	00002958-01	11/15/2026	$769,594.00	$0.00	$0.00	$769,594.00
Total Annual Contribution				**$769,594.00**			
Payments Received				**$0.00**			
Invoiced Amount				**$769,594.00**			
Remaining Balance				**$769,594.00**			

Payment Remittance Form

From: Hays County

Attn: Kimberli Andrews
712 S Stagecoach Trl Ste 1071
San Marcos, TX 78666-6247

Invoice Due Date: 11/15/2026

Invoice #: 00005963
Payable to: TAC Risk Management Pool
Box #2426
San Antonio, TX 78298-9900

Amount Enclosed: _____

If amount is not $769,594.00, please provide details: _____

_____

AGENDA ITEM REQUEST FORM: G. 24.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Human Resources

Sponsor: Judge Becerra

Agenda Item:

Authorize payment to Ban-Koe in the amount of $1,319.00 for Fiscal Year 2027 Human Resources badge software support in which no purchase order was issued as required per the Hays County Purchasing Policy.
BECERRA/GRANJENO

Summary:

On 04/28/2026 the CC approved HR to obtain the badge software. HR forgot to enter a purchase order prior to invoice.

Fiscal Impact:

Amount Requested: $1,319
Line Item Number: 001-677-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds have been identified within the account for this purchase.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: Purchase order was not obtained prior to service dates

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Ban-Koe Invoice

HR

BAN-KOE COMPANIES
9401 James Ave S Suite 180
Bloomington, MN 55431

BAN-KOE COMPANIES

#7825

Hays County
Accounts Payable
712 South Stage Coach Trail
#1603
San Marcos, TX 78666

5/21

Technical Support Program

We know time flies when you're running a business. But believe it or not, it's time to renew your Ban-Koe Technical Support Program (TSP) policy! We encourage you to make your renewal payment now, as waiting too long could complicate our ability to keep your systems in compliance. And who likes complicated?

Your Relationship Matters to Us

We enjoy providing support and services on your system(s), and we'd love to continue to serve you. Think of it like an insurance policy that we're actively partnering with you to maintain; should you let it lapse, a number of issues may arise. Let's avoid that together!

To remind you why it's important to renew, the team behind your TSP wants to share how they support you. Here's what they had to say:

We are your Support Superheroes, providing...

- Ongoing system certification without any lapse in policy coverage
- Preventative maintenance (including critical software updates)
- New Hire Training for employee(s) not certified on your system(s) or ongoing training for those already certified
- Live support and immediate triage on any issue you're experiencing
- "Best-in-Class" industry knowledge, consultation and expertise

Ensure Uninterrupted Protection & Service Today!

We've made things simpler for you by attaching an invoice with a helpful date reminder. Once we have your payment, we can move forward and continue to provide service to you with no lapse in coverage. We have several convenient payment options. You can mail your check to us with the remit to portion of your invoice. We are also available by phone (800-969-0963) or email (support@bankoe.com). Ask us about our ACH options and setting up convenient payments.

See the next page (over) for additional information on your policy renewal

HZ

BAN-KOE COMPANIES
9401 James Ave S Suite 180
Minneapolis, MN 55431
support@bankoe.com
www.bankoe.com
Phone 952-888-6688
Fax 952-888-0304

Ban-Koe Systems, Inc.

Policy Period: 10/1/2026 - 9/30/2027

INVOICE

BILL TO:

Hays County
ATTN: Accounts Payable
712 South Stage Coach Trail
#1603
San Marcos, TX 78666

Customer ID:	367
Invoice Number:	20010327
Invoice Amount:	$1,319.00
Invoice Date:	8/1/2026
Invoice Due Date:	10/1/2026
Policy Number:	21011480
Customer PO No:	

Policy Type: **Security System Essential Coverage**

LOCATION NAME	SERVICE	CRITICAL SYSTEM COVERED	SERVICE TYPE
Hays County	Support	Credentialing/Photo ID Badging System, Hardware	Card Printer
Hays County	Support	Credentialing/Photo ID Badging System, Software	Remote

RECEIVED
SEP 2 1 2026
BY: AMD

ENTERED
OCT 13 2026

BAN-KOE COMPANIES

Mail Payment To:
Ban-Koe Systems
9401 James Ave S
Bloomington, MN 55431

Customer ID:	367
Invoice Number:	20010327
Invoice Due Date:	10/1/2026
Policy Number:	21011480
Customer PO No:	
TOTAL DUE:	**$1,319.00**

Please note that all credit card transactions are subject to a 3% processing fee.
Sale, purchase, order, and transactions are subject to bankoe.com/terms-and-conditions, and supersede any previous understandings or agreements.
Created: 9/16/2026 9:24:06 AM

AGENDA ITEM REQUEST FORM: G. 25.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Judge Becerra

Agenda Item:

Authorize approval of the Property Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium in the amount of $393,844.00, pursuant to RFP 2023-P11. **BECERRA/GRANJENO**

Summary:

The Texas Association of Counties Risk Management Pool (TAC RMP) provides property insurance coverage for Hays County. The annual contribution for the coverage period November 15, 2026 through October 1, 2027 is $393,844.00, as reflected in the renewal policy.

Fiscal Impact:

Amount Requested:$393,844.00
Line Item Number:001-645-00.5340

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: RFP 2023-P11 Property & Liability Insurance (Renewal 2)

Auditor's Office:

G/L Account Validated Y/N?: Yes, Insurance Expense
New Revenue Y/N?: N/A
Comments:

Attachments

TAC Property Insurance Renewal
Property Insurance Invoice

September 14, 2026

Mr. Erik Granjeno
Hays County - Human Resources Director
712 S Stagecoach Trail Ste 1063
San Marcos, TX 78666

Re: Hays County – Property Renewal

Dear Mr. Granjeno:

Thank you for choosing the Texas Association of Counties Risk Management Pool (TAC RMP) for your property coverage needs. TAC RMP is committed to offering Members comprehensive coverage and effective risk solutions. We appreciate your continued trust and partnership. By understanding the challenges our Members face, we provide coverage protection that meets their needs.

Please find enclosed your TAC RMP Property coverage renewal and contribution summary for 2026.

The TAC RMP Board of Directors approved the following Property coverage updates effective July 1, 2026:

The Coverage Document has been reorganized to align with the structure of the other Pool Coverage Documents.

The Section A has been removed and reorganized for consistency with other Coverage Documents. The previous Section A included provisions typically found in the preamble, General Conditions, or Limits of Liability sections. The new outline aligns with the standard formatting.

The outline for this reorganization is as follows:
[PREAMBLE]

- SECTION I – COVERAGE
  - COVERAGE A: PROPERTY DAMAGE
  - COVERAGE B: TIME ELEMENT
  - COVERAGE C: EQUIPMENT BREAKDOWN
  - COVERAGE D: CRIME COVERAGE
- SECTION II – LOSS ADJUSTMENT AND SETTLEMENT

- SECTION III – DEFINITIONS
- SECTION IV – LIMITS OF LIABILITY
- SECTION V – GENERAL CONDITIONS

Coverage Document updates:

SECTION I COVERAGE A: PROPERTY DAMAGE

- A.1 MEMBER AND COVERED PROPERTY- added "AND COVERED"
- A.1.B, 4 Personal Property- updated language regarding Member's legal liability and defense of suits and replaced with reference to applicable sublimit.
- A.2.C Currency Exclusion
  - Added language typically found in property documentation, with an exception for Accounts Receivable coverage.
- A.3.B Aesthetic Impairment
  - Expanded the scope of coverage to include HVAC units and gutters.
  - Revised the language to specify that costs must be incurred with a limitation costs must be incurred within two years from the date of occurrence. Capital expenditure does not apply to aesthetic impairment.
- A.3.E Claims Preparation Fees and Expenses
  - Increased limit from $100,000 to $250,000.
  - Adding to the sublimit table "Lesser of 10% of the property damage loss or $250,000."
- A.3.H Decontamination Costs
  - Revised language for clarity.
- A.3.L Errors and Omissions Coverage
  - Revised language for what is consistent in the commercial market.
- A.3.O Fire Brigade Charges
  - Added language there is no coverage for any costs incurred because of a false alarm.
- A.3.R Increased Cost of Construction
  - Revised language for what is consistent in the commercial market.
- A.3.V Miscellaneous Unnamed Property
  - Added a limitation that this is for property where the Member has no knowledge of its ownership.

- A.3.X Property in the Course of Construction and Soft Costs

- Revised for clarity that projects in the course of construction are subject to this additional coverage sublimit.
- Revised that this coverage is not available if other insurance is available for this project.

- A.3.BB Transit Coverage
  - Revised language for what is consistent in the commercial market.
- A.4.B.1 Communicable Disease Exclusion
  - Simplified this exclusion.
- A.4.E.1 Privacy or Security Event Liability and Expense Exclusion
  - Revised language for what is consistent in our other coverage document exclusions for privacy or security event liability and expense.
  - Transferred the eCrime coverages to the Privacy or Security Event Liability and Expense coverage, requiring us to list them as exclusions here.

Section I- Coverage B: Time Element

- Revised language to ensure the time element coverage extends only to Member Property.
- 2.A.2 Business Income- Ordinary Payroll definition
  - Updated definition to fit the Pool' Members.
- 2.C Leasehold Interest
  - Added limitation on leasehold interest coverage that is commonly found in the commercial market.

Section I- Coverage D- Crime Coverage:

- D.1.C.3 Joint Member
  - Removed reference to "Joint Members" as this is not a scenario we encounter with Crime coverage.
  - Retained the specific cancellation condition and renamed this condition "Cancellation"
- D.2.B.3 Forgery Legal Expenses
  - Revised for clarity that is reimbursement coverage.
- D.2.E Computer Fraud and Funds Transfer Fraud Coverage
  - Removing Computer Fraud and Funds Transfer Fraud coverage.
  - This crime coverage extension will fall under our Cybersecurity coverage.

Section II- Loss Adjustment and Settlement

- Revised language to that is commonly found in the commercial market.
- Revised language relating to additional covered interests to align with changes made to the Certificates of Coverage condition.

- II.3.I Historical Property Valuation
  - Added definition for Historical Property.
- II.3.K On Vacant Covered Property
  - Added limitation for payments of losses to vacant covered property to Actual Cash Value.
- II.3.L.8 Capital Expenditures Limitation
  - Capital Expenditures will only be paid if it is determined that the Covered Property is a total loss.
- II.7 Partial Payment of Loss Settlement
  - Revised for clarity that the Member must still comply with all Requirements in Case of Loss.
- II.8 Right to Make Only Reimbursement Payments
  - This is a new specific condition for handling claims related to roof damage caused by wind or hail. The Pool reserves the right to not issue an Actual Cash Value claim payment. Instead, the Pool will make reimbursement payments after receiving proof that the repairs or roof replacement work has been incurred by the Member. At the Pool's discretion, the Pool may make partial advance payments for purposes of facilitating completion of work.

Section III- Definitions

- A. Actual Cash Value- the definition is being updated to include depreciation of labor in the actual cash value calculation.
- E. Convective Storm- the definition is being updated to include any storm producing hail and maintains the previous wind-speed limit.
- BB. Vacant- the definition is being revised to specify that a building must maintain existing utilities and security measures to avoid being classified as vacant.
- K. Flood- the definition is being revised to make consistent with Earth Movement and what is used in the commercial market.
- DD. Waiting Period- the definition is being revised for clarity.

Section V- General Provisions

- V.1 Compliance with Conditions
  - Added condition to align with other Pool coverage documents and adjusted for property coverage.
- V.2 Coverage Document as Proprietary
  - Requires Pool's written consent before turning any such documents over.
  - Requires Member to object to requests under the Public Information Act and to inform the Pool of the same.
- V.3 CCD

- Added condition to align with other Pool coverage documents.

- V.4 Application for Coverage
  - Added condition to align with other Pool coverage documents.
- V.5 Additional Insured Interests Certificates of Coverage
  - Added condition to align with other Pool coverage documents.
- V.6 Certificates of Coverage
  - Limited this condition to state certificates of coverage are informational while preserving the condition that any additional covered interests are still subject to the terms, conditions, and exclusions of the Coverage Document.

- V.7 Action Against the Pool
  - Moved from the Loss Adjustment section to general conditions.
- V.8 Cancellation Condition
  - Revised this condition to align with what is consistent with other Pool coverage documents.
- V.9 Certain Modified Terms
  - Added condition to align with other Pool coverage documents.
- V.10 Changes
  - Added condition to align with other Pool coverage documents.
- V.11 Liberalization
  - Added condition to align with other Pool coverage documents.
- V.12 Waiver
  - Added condition to align with other Pool coverage documents.
- V.13 Knowledge of Member
  - This was moved from Crime coverage to general conditions.
- V.17 Other Coverage
  - Included requirement from other Coverage Documents.
- V.18 Entire Agreement
  - Replaced Coverage Modification condition with the Entire Agreement condition to align with other Pool coverage documents.
- V.20 Titles
  - Removed condition as we do not have this in other coverage documents.
- V.21 Jurisdiction and Venue
  - Revised condition to align with other Pool coverage documents.
- V.22 Loss Covered Under More than One Coverage
  - This was moved from Crime coverage to general conditions.
- V.23 Loss Sustained During Prior Coverage or Insurance
  - This was moved from Crime coverage to general conditions.

- V.24 Loss Covered Under this Coverage and the Pool's Prior Coverage
  - This was moved from Crime coverage to general conditions.
- V.25 Two or More Coverage Documents Issued by the Pool
  - This was moved from Crime coverage to general conditions and adjusted.
- V.26 Non-cumulation of Limits of Liability
  - This was moved from Crime coverage to general conditions.
- V.27 Territory
  - This was moved from Coverage A to general conditions.

Other:

- Non-substantive changes have been made regarding formatting and grammatical consistency.
- Reorganized the property coverage document to align it with the structure of the other Pool coverage documents.
- Updated general conditions and other language where appropriate.
- Added language from standard market where appropriate.

Please review your renewal and all attached schedules for accuracy. If you have any questions, please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative, Nelly Cano, for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in the TAC Risk Management Pool.

Sincerely,



Lisa Idais
TAC RMP Risk Management Consultant

TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Hays County
Attn: Erik Granjeno
1901 Dutton Dr Ste E
San Marcos, TX 78666

Due Date: November 15, 2026
Coverage #: PR-1050-20261115-1
Coverage Period: November 15, 2026 - October 1, 2027
Member Number: 1050

Contribution for the coverage is below.

Coverage	Contribution
Property	$393,844
Total Due:	$393,844

Texas Association of Counties Risk Management Pool

Property Contribution & Coverage Declarations

Member: Hays County

Coverage Period: November 15, 2026 through October 1, 2027

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution
Property Limits	***TOTAL COVERED VALUE***		
All Other Perils- any other covered loss except those addressed with separate deductibles	$276,473,720	$10,000	$381,105
Coverage with Separate Deductibles	***Sublimits***		
Convective Storm	Within Property TOTAL COVERED VALUE	$50,000	Included
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	$2,500,000	Not to exceed $500,000 per building Not to exceed $500,000 per contents	Included
Flood- Except Special Hazard Zones	$10,000,000	$25,000	Included
Earthquake	$10,000,000 Annual Aggregate	$25,000	Included
Equipment Breakdown	$50,000,000	$10,000	Included
Law Enforcement Animals	$30,000	$1,000	Included
Crime	$250,000	$1,000	Included
Optional Coverage			
Mobile Equipment	As Scheduled	$2,500	$12,739
PROPERTY CONTRIBUTION		$393,844	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is based on Replacement Cost with no coinsurance clause. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by  as authorized representative of the Pool on 09/14/2026 in Austin, Texas.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property and Mobile Equipment Schedule

Member: Hays County
Coverage Period: November 15, 2026 to October 1, 2027

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
1	001	HAYS COUNTY COURTHOUSE 111 EAST SAN ANTONIO STREET SAN MARCOS, TX, 78666	X	HIST	ISO - 2	1908	3	23,997	$24,615,980	$1,354,340	$0	$25,970,320	$36,429
1	999	SITE IMPROVEMENTS 111 EAST SAN ANTONIO STREET SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$72,250	$72,250	$99
2	001	GOVERNMENT CENTER 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 6	2012	3	223,080	$65,765,840	$12,957,960	$0	$78,723,800	$107,688
2	002	STORAGE SHED 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X500*	RCV	ISO - 1	2012	1	240	$17,020	$4,210	$0	$21,230	$31
2	999	SITE IMPROVEMENTS 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$620,520	$620,520	$849
6	001	JUVENILE DETENTION CENTER 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 4	2002	1	43,222	$11,780,420	$1,019,120	$0	$12,799,540	$17,509
6	002	GED PORTABLE CLASSROOM 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2001	1	2,400	$283,710	$124,630	$0	$408,340	$601
6	003	STORAGE BUILDING 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2001	1	311	$28,720	$16,000	$0	$44,720	$66
6	999	SITE IMPROVEMENTS 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$287,690	$287,690	$394
7	001	HEALTH DEPARTMENT BUILDING 401A BROADWAY STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 4	2002	1	9,600	$1,830,000	$498,530	$0	$2,328,530	$3,185

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
7	002	ADMINISTRATION BUILDING 401C BROADWAY STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	1,960	$296,140	$101,750	$0	$397,890	$544
7	003	REMME RAINBOW ROOM - DAYCARE CENTER 401C BROADWAY STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	1,830	$260,600	$95,010	$0	$355,610	$486
7	999	SITE IMPROVEMENTS 401A BROADWAY STREET SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$49,030	$49,030	$67
9	001	LOG CABIN 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 1	1850	1	1,200	$206,930	$0	$0	$206,930	$305
9	002	STORAGE BUILDING 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2010	1	36	$3,330	$1,800	$0	$5,130	$8
9	999	SITE IMPROVEMENTS 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$5,160	$5,160	$7
10	001	OLD HAYS COUNTY JAIL 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 2	1908	2	3,592	$707,860	$0	$0	$707,860	$993
10	002	CARPORT 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 1	1960	1	448	$20,950	$0	$0	$20,950	$31
10	999	SITE IMPROVEMENTS 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$16,770	$16,770	$23
11	001	LBJ MUSEUM 131 NORTH GUADALUPE STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 4	1928	2	7,800	$1,453,200	$693,200	$0	$2,146,400	$2,936
12	002	ROAD CREW OFFICE 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1990	1	1,600	$212,900	$78,920	$0	$291,820	$504
12	003	RECYCLING BUILDING 1 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 3	2006	1	1,800	$86,250	$70,980	$0	$157,230	$242
12	004	RECYCLING BUILDING 2 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 3	2006	1	1,200	$57,540	$47,290	$0	$104,830	$161

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
12	005	STORAGE SHED 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1994	1	64	$3,930	$1,410	$0	$5,340	$9
12	006	RECYCLING OFFICE BUILDING 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	2025	1	336	$50,100	$15,000	$0	$65,100	$113
12	999	SITE IMPROVEMENTS 20290 FM 150 WEST DRIFTWOOD, TX, 78619		RCV	ISO - 3	2040		0	$0	$0	$154,820	$154,820	$238
13	001	PCT 4 OFFICE BUILDING 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620	X	RCV	ISO - 1	2009	1	6,272	$1,320,820	$325,690	$0	$1,646,510	$2,424
13	002	RAIN TANK 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620	X	RCV	ISO - 3	2009	1	1	$5,230	$0	$0	$5,230	$7
13	999	SITE IMPROVEMENTS 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2040		0	$0	$0	$61,920	$61,920	$85
14	001	MAIN OFFICE / SERVICE CENTER 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2010	1	27,058	$4,882,030	$1,405,440	$0	$6,287,470	$8,601
14	002	SUPERVISOR'S BUILDING 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2000	1	2,400	$187,370	$99,660	$0	$287,030	$393
14	003	STORAGE/SHOP BUILDING 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2018	1	1,600	$124,850	$66,440	$0	$191,290	$262
14	004	EQUIPMENT STORAGE - GENERAL EQUIPMENT 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2016	1	1,700	$112,020	$0	$0	$112,020	$153
14	005	GASOLINE CANOPY 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2017	1	600	$38,700	$0	$0	$38,700	$53
14	999	SITE IMPROVEMENTS 2171 YARRINGTON ROAD KYLE, TX, 78640		RCV	ISO - 3	2040		0	$0	$0	$208,990	$208,990	$286
15	001	WIC OFFICE BUILDING 150 EAST LOCKHART STREET KYLE, TX, 78640	X	RCV	ISO - 1	1990	2	3,430	$399,700	$71,900	$0	$471,600	$694

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
15	999	SITE IMPROVEMENTS 150 EAST LOCKHART STREET KYLE, TX, 78640		RCV	ISO - 3	2040		0	$0	$0	$23,220	$23,220	$32
16	001	CONSTABLE BUILDING 401 NORTH REBEL DRIVE KYLE, TX, 78640	X	RCV	ISO - 1	1984	1	836	$112,500	$41,270	$0	$153,770	$226
16	002	MODULAR STORAGE 401 NORTH REBEL DRIVE KYLE, TX, 78640	X	RCV	ISO - 1	1990	1	680	$93,870	$18,650	$0	$112,520	$166
16	999	SITE IMPROVEMENTS 401 NORTH REBEL DRIVE KYLE, TX, 78640		RCV	ISO - 3	2040		0	$0	$0	$50,310	$50,310	$69
17	001	PCT 2 OFFICE BUILDING 5458 FM 2770 KYLE, TX, 78640	X	RCV	ISO - 4	2012	1	14,179	$2,966,490	$736,290	$0	$3,702,780	$5,065
17	999	SITE IMPROVEMENTS 5458 FM 2770 KYLE, TX, 78640		RCV	ISO - 3	2040		0	$0	$0	$79,980	$79,980	$109
18	001	ROAD / BRIDGE OFFICES 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 3	2006	1	2,400	$343,500	$99,660	$0	$443,160	$638
18	002	SIGN BUILDING 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2000	1	576	$42,430	$21,170	$0	$63,600	$101
18	003	PUMP HOUSE 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1994	1	64	$27,000	$1,200	$0	$28,200	$45
18	004	EQUIPMENT STORAGE 830 JACOB WELLS ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 3	2018	1	1,750	$94,500	$0	$0	$94,500	$136
18	999	SITE IMPROVEMENTS 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0	$0	$0	$896,610	$896,610	$1,292
19	001	OFFICE BUILDING 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2000	1	204	$27,430	$10,100	$0	$37,530	$59
19	002	RECYCLING BUILDING 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 3	2000	1	840	$69,860	$41,390	$0	$111,250	$160

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
19	003	STORAGE SHED 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1980	1	252	$7,930	$6,260	$0	$14,190	$22
19	999	SITE IMPROVEMENTS 1691 CARNEY LANE WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0	$0	$0	$94,170	$94,170	$136
20	001	PARK OFFICE BUILDING 221 WOODACRE DRIVE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2000	1	2,958	$429,740	$153,660	$0	$583,400	$923
20	002	STORAGE BUILDING 221 WOODACRE DRIVE WIMBERLEY, TX, 78676	X*	RCV	ISO - 1	2011	1	416	$38,460	$21,410	$0	$59,870	$95
20	003	PARK OFFICE BUILDING 2 221 WOODACRE DRIVE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2025	1	392	$53,200	$25,000	$0	$78,200	$124
20	999	SITE IMPROVEMENTS 221 WOODACRE DRIVE WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0	$0	$0	$28,380	$28,380	$41
21	001	PCT 5 OFFICE BUILDING 500 JACK C HAYES TRAIL BUDA, TX, 78610	X500	RCV	ISO - 1	1987	1	6,516	$1,103,900	$338,470	$0	$1,442,370	$2,124
21	002	STORAGE SHED 500 JACK C HAYES TRAIL BUDA, TX, 78610	X500	RCV	ISO - 1	2000	1	144	$4,510	$3,600	$0	$8,110	$12
21	999	SITE IMPROVEMENTS 500 JACK C HAYES TRAIL BUDA, TX, 78610		RCV	ISO - 3	2040		0	$0	$0	$9,030	$9,030	$12
22	001	OLD PUBLIC SAFETY BUILDING 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 2	1984	1	10,273	$1,808,610	$215,350	$0	$2,023,960	$2,839
22	002	LAW ENFORCEMENT CENTER / JAIL 1307 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 6	1989	1	185, 798	$68,680,400	$5,344,170	$0	$74,024,570	$101,260
22	004	RADIO TOWER 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 3	2000	1	1	$58,940	$0	$0	$58,940	$81
22	005	PORTABLE CLASSROOM 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 1	2000	1	1,800	$223,730	$93,510	$0	$317,240	$467

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
22	006	K-9 PORTABLE CLASSROOM 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 1	2000	1	1,536	$194,160	$56,070	$0	$250,230	$368
22	007	ALLEN BRIDGES TRAINING ACADEMY 1307 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 3	2020	1	12,035	$2,374,820	$625,010	$0	$2,999,830	$4,104
22	999	SITE IMPROVEMENTS 1307 UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2020		0	$0	$0	$151,040	$151,040	$207
24	001	FLEET WAREHOUSE AND BUILDING MAINTENANCE 1301 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 3	2018	1	15,600	$2,888,070	$1,134,350	$0	$4,022,420	$5,502
24	002	VEHICLE PAVILION 1301 UHLAND ROAD SAN MARCOS, TX, 78666	X500*	RCV	ISO - 3	2018	1	3,000	$126,430	$0	$0	$126,430	$173
24	999	SITE IMPROVEMENTS 1301 UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$43,860	$43,860	$60
25	001	PCT 3 OFFICE BUILDING 200 STILLWATER ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1998	2	12,656	$1,677,250	$496,200	$0	$2,173,450	$3,438
25	999	SITE IMPROVEMENTS 200 STILLWATER ROAD WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0	$0	$0	$16,770	$16,770	$24
26	001	PUBLIC SAFETY BUILDING 810 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	AE	RCV	ISO - 4	2020	2	69,482	$26,701,470	$4,036,300	$0	$30,737,770	$42,047
26	002	PUBLIC SAFETY VEHICLE CANOPY 810 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X500	RCV	ISO - 3	2020	1	720	$16,300	$0	$0	$16,300	$22
26	999	SITE IMPROVEMENTS 810 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2020		0	$0	$0	$292,170	$292,170	$400
27	999	SITE IMPROVEMENTS 2769 IH 35 SAN MARCOS, TX, 78666		RCV	ISO - 3	1981		0	$0	$0	$69,720	$69,720	$95
28	001	CONTENTS ONLY - CERT BUILDING 103 MOUNTAIN DR. MOUNTAIN CITY, TX, 78610		RCV	ISO - 3	2020	1	0	$0	$11,070	$0	$11,070	$15

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
29	001	ELECTIONS AND IT OFFICE 120 STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 4	2008	1	40,120	$7,900,450	$1,049,440	$0	$8,949,890	$12,243
29	999	SITE IMPROVEMENTS 120 STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2020		0	$0	$0	$64,750	$64,750	$89
30	001	HAYS COUNTY LOCAL HEALTH DEPARTMENT 101 THERMON DRIVE SAN MARCOS, TX, 78666	X500	RCV	ISO - 1	1980	1	13,858	$3,309,680	$174,230	$0	$3,483,910	$5,129
100	999	SITE IMPROVEMENTS ELDER HILL (CR 170) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$118,690	$118,690	$162
101	999	SITE IMPROVEMENTS POST ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$119,980	$119,980	$164
102	999	SITE IMPROVEMENTS 1492 BLANCO SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$122,560	$122,560	$168
103	999	SITE IMPROVEMENTS YORK CREEK ROAD (CR 262) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$130,300	$130,300	$178
104	999	SITE IMPROVEMENTS LITTLE ARKANSAS ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$119,980	$119,980	$164
105	999	SITE IMPROVEMENTS WINDY HILL ROAD (CR 131) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$117,400	$117,400	$161
106	999	SITE IMPROVEMENTS WAYSIDE DRIVE (CR 179) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$121,260	$121,260	$166
107	999	SITE IMPROVEMENTS HIDDEN VALLEY ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$24,510	$24,510	$34
108	999	SITE IMPROVEMENTS CHAPARRAL ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$98,050	$98,050	$134
109	999	SITE IMPROVEMENTS BELL SPRINGS ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$113,530	$113,530	$155

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
110	999	SITE IMPROVEMENTS HILLIARD ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$121,260	$121,260	$166
111	999	SITE IMPROVEMENTS TRAUTWEIN ROAD (CR 185) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$117,400	$117,400	$161
112	999	SITE IMPROVEMENTS MT. GAINOR ROAD (CR 220) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$118,690	$118,690	$162
113	999	SITE IMPROVEMENTS RHODE ROAD (CR 126) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$116,110	$116,110	$159
114	999	SITE IMPROVEMENTS UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$101,920	$101,920	$139
115	999	SITE IMPROVEMENTS JACOBS WELL ROAD/ CYPRESS CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$118,690	$118,690	$162
116	999	SITE IMPROVEMENTS LIME KILN ROAD/ SINK CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$117,400	$117,400	$161
118	999	SITE IMPROVEMENTS OLD BASTROP HWY (CR 266) AT SAN MARCOS DRIVE SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$64,500	$64,500	$88
119	999	SITE IMPROVEMENTS RANCH ROAD 150 AT YORK CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$61,920	$61,920	$85
120	999	SITE IMPROVEMENTS RAEFORD CROSSING AT PEDERNALES TRIBUTARY SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$50,310	$50,310	$69
121	999	SITE IMPROVEMENTS FITZHUGH RD (CR101) AT FITZHUGH CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$50,310	$50,310	$69
122	999	SITE IMPROVEMENTS CR 190 & MT GAINER RD (CR 220) AT ONION CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$65,800	$65,800	$90

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
123	999	SITE IMPROVEMENTS RANCH ROAD 150 DOUBLE CROSSING AT ONION CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0	$0	$0	$64,500	$64,500	$88
132	001	CONTENTS ONLY - KYLE DEPOT 100 FRONT STREET KYLE, TX, 78640		RCV	ISO - 1	1920	1	0	$0	$56,010	$0	$56,010	$82
133	001	CONTENTS ONLY - WIMBERLEY TOWER RAWS EQUIPMENT BURNETT RANCH ROAD/FM2325 WIMBERLEY, TX, 78676		RCV	ISO - 3	2017	1	0	$0	$29,410	$0	$29,410	$42
134	001	CONTENTS ONLY - DRIPPING SPRINGS RAWS EQUIPMENT ON TOWER DS RANCH RD/ RR 12 DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2017	1	0	$0	$29,410	$0	$29,410	$40
135	001	CONTENTS ONLY - KYLE RAWS EQUIPMENT ON TOWER GOFORTH RD/ COUNTY ROAD 157 KYLE, TX, 78640		RCV	ISO - 3	2017	1	0	$0	$29,410	$0	$29,410	$40
136	001	CONTENTS ONLY - FREEMAN RAWS EQUIPMENT ON TOWER FULTON RANCH ROAD/ FREEMAN RANCH ROAD FREEMAN, TX, 78666		RCV	ISO - 3	2017	1	0	$0	$29,410	$0	$29,410	$45
138	999	SITE IMPROVEMENTS 50048 OLD BASTROP HWY AT COTTONWOOD CREEK IH 35 SAN MARCOS, TX, 78666		RCV	ISO - 3	2022	0	0	$0	$0	$57,770	$57,770	$79
139	999	SITE IMPROVEMENTS 50049 BUNTON LANE CROSSING AT BUNTON BRANCH KYLE, TX, 78640		RCV	ISO - 3	2022		0	$0	$0	$43,410	$43,410	$59
140	999	SITE IMPROVEMENTS 50050 COTTON GIN ROAD AT PORTER CREEK KYLE, TX, 78640		RCV	ISO - 3	2022		0	$0	$0	$43,410	$43,410	$59
141	999	SITE IMPROVEMENTS 50051 ROLLING OAKS DRIVE AT YORK CREEK DRIFTWOOD, TX, 78619		RCV	ISO - 3	2022		0	$0	$0	$28,950	$28,950	$45

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
142	999	SITE IMPROVEMENTS WOODACRE DRIVE AT CYPRESS CREEK WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0	$0	$0	$14,470	$14,470	$21
143	999	SITE IMPROVEMENTS 50062 ONION CREEK AT RANCH ROAD 150 WLS DRIFTWOOD, TX, 78619		RCV	ISO - 3	2022		0	$0	$0	$53,430	$53,430	$82
144	999	SITE IMPROVEMENTS 50063 ONION CREEK AT RUBY RANCH RD WLS BUDA, TX, 78610		RCV	ISO - 3	2022		0	$0	$0	$55,660	$55,660	$76
145	999	SITE IMPROVEMENTS 50064 UHLAND ROAD - ADVANCED NOTICE FLASHER SAN MARCOS, TX, 78666		RCV	ISO - 3	2022		0	$0	$0	$87,940	$87,940	$120
146	999	SITE IMPROVEMENTS 50065 WAYSIDE DRIVE - ADVANCE NOTICE FLASHER WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0	$0	$0	$104,640	$104,640	$151
147	999	SITE IMPROVEMENTS 50066 TRAUTWEIN AT HWY 290 -ADVANCE NOTICE FLASHER AUSTIN, TX, 78737		RCV	ISO - 3	2022		0	$0	$0	$101,300	$101,300	$139
148	999	SITE IMPROVEMENTS 50067 BELL SPRINGS ROAD - ADVANCE NOTICE FLASHER DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2022		0	$0	$0	$97,950	$97,950	$134
149	999	SITE IMPROVEMENTS 50068 OLD BASTROP HWY AT SAN MARCOS RIVER - ANF SAN MARCOS, TX, 78666		RCV	ISO - 3	2022		0	$0	$0	$55,660	$55,660	$76
150	999	SITE IMPROVEMENTS 50069 VALLEY VIEW ROAD AT BLANCO RIVER WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0	$0	$0	$28,950	$28,950	$42
151	999	SITE IMPROVEMENTS 50070 VALLEY VIEW ROAD AT BLANCO RIVER - ANF WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0	$0	$0	$28,950	$28,950	$42

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
152	999	SITE IMPROVEMENTS 50072 BEAR CREEK PASS AT BEAR CREEK AUSTIN, TX, 78737		RCV	ISO - 3	2022		0	$0	$0	$14,470	$14,470	$20
Building & Contents Total:									$236,127,770	$33,976,760	$6,369,190	$276,473,720	$381,105

FINE ARTS: Not Applicable

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
569	2017	JOHN DEERE	TRACTOR 3025E W/IMPLEMENTS	1LV3025EVHH106083/1P0D160XCHX045897	11/15/2026	10/01/2027	$20,860	$37
Parks and Recreation		Total Items Scheduled: 1					$20,860	$37
554		HELI	FORKLIFT (DRIFTWOOD)	250250N0735	11/15/2026	10/01/2027	$24,000	$42
555	2016	BOBCAT	SKIDSTEER (WIMBERLEY)	ALR814145	11/15/2026	10/01/2027	$26,000	$46
556	2016	EBM	CHIPPER (WIMBERLEY)	2E9US1111DS050175	11/15/2026	10/01/2027	$19,000	$33
574		HELI	FORKLIFT (WIMBERLEY)	250251B1549	11/15/2026	10/01/2027	$24,000	$42
Recycling		Total Items Scheduled: 4					$93,000	$163
6	1996	CATERPILLAR	TRACK LOADER 963B	9BL1479	11/15/2026	10/01/2027	$309,500	$542
13	1998	CATERPILLAR	ARTICULATED WHEEL LOADER	6XR00913	11/15/2026	10/01/2027	$123,000	$215
15	1997	DYNAPAC	CA251PD/CUMMINS 6BT5.9	58314019/21270052	11/15/2026	10/01/2027	$92,000	$161
16	1999	DYNAPAC	CA 260/84 FLATWHEEL ROLLER	67220322	11/15/2026	10/01/2027	$135,000	$236
17	1997	DYNA	PADFOOT DRUM VIBRATORY ROLLER	58311824-21175739	11/15/2026	10/01/2027	$125,000	$219
23	1998	CATERPILLAR	PNEUMATIC ROLLER	3XR00196	11/15/2026	10/01/2027	$96,000	$168
24	1998	CATERPILLAR	PNEUMATIC ROLLER	3XR00197	11/15/2026	10/01/2027	$96,000	$168
28	2002	INGERSOLL RAND	PNEUMATIC ROLLER/PT125R	169482	11/15/2026	10/01/2027	$53,343	$93
37	2002	BROCE	BROOM MODEL RJ350	402377	11/15/2026	10/01/2027	$28,700	$50
41	1993	FORD	6610 TRACTOR W/SHREDDER	BD42483(TRACTOR)/ 2171DA(MOWER)	11/15/2026	10/01/2027	$50,400	$88
42	2003	BROCE	BROOM HIGHWAY SWEEPER	403404	11/15/2026	10/01/2027	$26,400	$46
59	2001	JOHN DEERE	544H WHEEL LOADER	DW544HX57921	11/15/2026	10/01/2027	$123,600	$216

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
65	1999	BROCE	BROOM	89679	11/15/2026	10/01/2027	$25,200	$44
86	2007	JCB	GEN/WHEELED LDR (PWR SHIFT) 426EZ	1295144	11/15/2026	10/01/2027	$117,000	$205
87	2007	JCB	GEN/BACKHOE LOADER 3CS-14FT/W HYD KIT	910472	11/15/2026	10/01/2027	$9,200	$16
89	2008	MASSEY FERGUSON	GEN/RSM60-MASSY FURG ON 596 TAC W/CHAM	BS38018	11/15/2026	10/01/2027	$44,200	$77
341	1997	BANDIT	PORTABLE CHIPPER	11364	11/15/2026	10/01/2027	$56,400	$99
384	2009	NEW HOLLAND	TRACTOR L185 NF LOADER W/ CQ PLANER (ASPHALT COLD PLANER)	16221/1576	11/15/2026	10/01/2027	$52,200	$91
506	1994	JCB	930 FORKLIFT	609181	11/15/2026	10/01/2027	$13,000	$23
508	2009	MASSY FURGESON	596 TRACTOR/MOWER	BT20026	11/15/2026	10/01/2027	$39,499	$69
509	2009	MASSY FURGESON	596 TRACTOR/MOWER	BS24008	11/15/2026	10/01/2027	$39,499	$69
510	2010	MASSY FURGESON	596 TRACTOR/MOWER	8028BT36042	11/15/2026	10/01/2027	$41,934	$73
512	2005	CHAMPION	MOTOR GRADER, C80B	26-05461	11/15/2026	10/01/2027	$90,183	$158
514	2001	JOHN DEERE	301G BACKHOE W/EXTNDR & CAB	T0310GX903302	11/15/2026	10/01/2027	$57,472	$101
515	2001	JOHN DEERE	BACKHOE 310G	T0310GX903291	11/15/2026	10/01/2027	$47,758	$84
517	2006	CASE	621 D WHEEL LOADER	JEE0200135	11/15/2026	10/01/2027	$95,831	$168
519	2008	JCB	3CX-14 BACKHOE	SLP214TC7U0910482	11/15/2026	10/01/2027	$33,837	$59
521	2011	JOHN DEERE 544K	FRONTEND WHEEL LOADER	1DW544KZCBD640298	11/15/2026	10/01/2027	$50,000	$88
522	2013	JOHN DEERE	BACKHOE 310D	1T0310KXJCE236031	11/15/2026	10/01/2027	$59,184	$104
523	2002	VIBROMAX	FLAT WHEEL ROLLER VIBRATOR	JKC9403004	11/15/2026	10/01/2027	$49,291	$86
524	2006	JCB	VIBROMAX VM75 FLAT WHEEL ROLLER	JCB1800188	11/15/2026	10/01/2027	$57,144	$100
525	2007	JCB	VIBROMAX VM75D FLAT WHEEL ROLLER	JCB1801099	11/15/2026	10/01/2027	$57,846	$101
526	2009	BOMAG	PNEUMATIC ROLLER BW11RH	911A22211081	11/15/2026	10/01/2027	$68,884	$121
527	2009	BOMAG	PNEUMATIC ROLLER BW11RH	911A22211082	11/15/2026	10/01/2027	$68,884	$121
530	2008	SUPERIOR	POWER BROOM DT80J	808712	11/15/2026	10/01/2027	$37,304	$65
535	2015	VOLVO	SD115BF PADFOOT ROLLER	236082	11/15/2026	10/01/2027	$114,095	$200
536	2015	BOMAG	BW11-RH-5 PNEUMATIC ROLLER	538701043	11/15/2026	10/01/2027	$81,086	$142
540	2015	BROCE	RJ350 POWER BROOM	409190	11/15/2026	10/01/2027	$25,000	$44
541	2017	KENWORTH	K370 CHIP SEAL POTHOLE PATCHER	HF581473	11/15/2026	10/01/2027	$19,954	$35

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
542	2016	VERMEER	BC1500 BRUSH CHIPPER 15"	V5G1008215	11/15/2026	10/01/2027	$54,000	$95
543	2013	CATERPILLAR	MOTORGRADER 14'	M9C00324	11/15/2026	10/01/2027	$225,000	$394
544	2015	CATERPILLAR	MOTORGRADER 14'	M9C00532	11/15/2026	10/01/2027	$225,000	$394
545	2014	JOHN DEERE	5805M TRACTOR W/15' BATWING MOWER	HEA640020	11/15/2026	10/01/2027	$50,000	$88
546	2014	JOHN DEERE	5085M TRACTOR MOWER	M640025	11/15/2026	10/01/2027	$50,000	$88
547	2014	JOHN DEERE	5085M TRACTOR MOWER	M640021	11/15/2026	10/01/2027	$50,000	$88
548	2014	JOHN DEERE	5085M TRACTOR MOWER	M640022	11/15/2026	10/01/2027	$50,000	$88
549	2014	JOHN DEERE	5085M TRACTOR MOWER	M640024	11/15/2026	10/01/2027	$50,000	$88
550	2014	JOHN DEERE	5085M TRACTOR MOWER	M640023	11/15/2026	10/01/2027	$50,000	$88
551	2015	JOHN DEERE	6115M TRACTOR MOWER	M831483	11/15/2026	10/01/2027	$50,000	$88
558	2017	CATERPILLAR	WHEELED EXCAVATOR	0FB600192	11/15/2026	10/01/2027	$225,000	$394
561	2017	WIRTGEN	RECLAIMER WR200XLI	09WR0095	11/15/2026	10/01/2027	$432,884	$758
562	2017	BROCE	BROOM	410580	11/15/2026	10/01/2027	$65,000	$114
563	2017	CATERPILLAR	140K MOTORGRADER	JPA04569	11/15/2026	10/01/2027	$100,000	$175
564	2015	CATERPILLAR	272D SKID STEER LOADER	0B5W01164	11/15/2026	10/01/2027	$150,000	$263
565	2017	JD	BACKHOE	1T0410LXCHF322753	11/15/2026	10/01/2027	$127,447	$223
566	2017	VOLVO	FLAT WHEEL ROLLER	236360	11/15/2026	10/01/2027	$86,944	$152
567	2017	BOMAG	BWHRH-5 PNEUMATIC ROLLER	861538721085	11/15/2026	10/01/2027	$92,000	$161
568	2017	BOMAG	BW120 SL-5 DOUBLE STEEL DRUM ROLLER	861880441245	11/15/2026	10/01/2027	$35,430	$62
570		JOHN DEERE	544L LOADER	1DW544LZVKF694020	11/15/2026	10/01/2027	$245,426	$430
572	2016	DYNAPAC	WHEELED ASPHALT PAVER	10002018CGC005697	11/15/2026	10/01/2027	$215,965	$378
573	2018	DYNAPAC	CC2200 DOUBLE DRUM ROLLER W/ROPS CANOPY	10000423TJA022352	11/15/2026	10/01/2027	$125,000	$219
575	2017	VOLVO	SD115BD FLAT WHEEL LOADER	236361	11/15/2026	10/01/2027	$75,000	$131
576	2002	VERMEER	BC1800A BRUSH CHIPPER	1VRN1312721002765	11/15/2026	10/01/2027	$25,000	$44
577	2013	ETNYRE	CHIP SPREADER	K6819	11/15/2026	10/01/2027	$90,000	$158
582	2020	HOLT CATERPILLAR	120LVR MOTOR GRADER	Y9A00154	11/15/2026	10/01/2027	$218,285	$382
583	2021	JOHN DEERE	BACKHOE 410L	1T0410LXCMF396135	11/15/2026	10/01/2027	$122,234	$214
584	2020	DYNAPAC	CA2500PD SEISMIC PADFOOT ROLLER	10000167CLA030259	11/15/2026	10/01/2027	$144,998	$254
585	2003	CASE	621D WHEEL LOADER	JEE0135170	11/15/2026	10/01/2027	$80,988	$142

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
586	2021	BROCE	RCTT-350 SELF PROPELLED BROOM	412223	11/15/2026	10/01/2027	$68,891	$121
Road & Bridge		Total Items Scheduled: 69					$6,291,320	$11,012
36	2002	VERMEER	1800A SERIES	1VRN1312721002765	11/15/2026	10/01/2027	$35,660	$62
436	2005	TOYOTA	CUSHION TIRE FORKLIFT 7FGCU15	67184	11/15/2026	10/01/2027	$8,500	$15
Sheriff		Total Items Scheduled: 2					$44,160	$77
587		JOHN DEERE	UTILITY TRACTOR W/ROTARY CUTTER	1PY5105MTSB002499	11/15/2026	10/01/2027	$133,635	$234
588	2018	WRITGEN	W150CFI MILL	08130148	11/15/2026	10/01/2027	$695,000	$1,216
Transportation		Total Items Scheduled: 2					$828,635	$1,450
Mobile Equipment Total:		Total Items Scheduled: 78					$7,277,975	$12,739

UNMANNED AIRCRAFT: Not Applicable

Totals	Square Footage	Building Value	Contents Value	Site Improvements Value	Total Covered Values	Total Contribution
Building & Contents Total:	766,863	$236,127,770	$33,976,760	$6,369,190	$276,473,720	$381,105
Fine Arts Total:						
TOTAL Covered Values:					$276,473,720	$381,105
Mobile Equipment Total:					$7,277,975	$12,739
Unmanned Aircraft Total:					$0	

Construction Type	Coverage Basis	Special Flood Hazard Zones:		
ISO 1 – F, Frame	RCV – Replacement Cost Value	A	A99	AR/AH
ISO 2 – JM, Joisted Masonry	HIST – Historical Reproduction Cost Value	AO	AR	AR/A0
ISO 3 – NC, Light Noncombustible	ACV – Actual Cash Value	AH	AR/A	V
ISO 4 –MNC, Masonry Noncombustible	EXC – Excluded from Coverage	A1 – A30	AR/AE	V1 – V30
ISO 5 – MRF, Modified Fire Resistive		AE	AR/A1 – A30	VE
ISO 6 – FR, Fire Resistive				



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PROPERTY
COVERAGE DOCUMENT

COVERAGE DOCUMENT

The Texas Association of Counties Risk Management Pool (Pool) exists to enable its Members to obtain coverage against various types of risk. The Pool is not an insurance company. This is not a contract of insurance, but an Interlocal agreement to cover certain property against risk pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions and other Members create and contribute to the Pool as an alternative to purchasing insurance from commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

The coverage under this Coverage Document applies to Member Property, or Covered Property under the terms and conditions of the AUTOMATIC COVERAGE (NEWLY ACQUIRED), ERRORS AND OMISSIONS, or MISCELLANEOUS UNNAMED PROPERTY provisions, unless otherwise provided.

The Contribution and Coverage Declarations (CCD) and schedule of values issued to the Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION III, DEFINITIONS.

SECTION I - COVERAGE

COVERAGE A: PROPERTY DAMAGE

1. MEMBER AND COVERED PROPERTY

This Coverage Document covers direct physical loss and direct physical damage loss for the following Member Property, unless otherwise excluded elsewhere in this Coverage Document, anywhere within the Coverage Territory, to the extent of the Member's interest in such property.

A. Real Property, including but not limited to buildings, remodeling, installations, and construction in which the Member has an insurable interest.

B. Personal Property:

1) Owned by the Member, including the Member's interest as a tenant in improvements and betterments. In the event of physical loss or damage, the Pool agrees to accept and consider the Member as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary;

2) Of officials and employees of the Member when in use within the scope of duties performed on behalf of the Member;

3) Of others in the Member's custody to the extent the Member is under obligation to keep covered for physical loss or damage covered by this Coverage Document; or

4) Of others in the Member's custody, subject to the applicable sublimit for Personal Property

of Others.

5) Equipment, Unmanned Aircraft Systems, and watercraft owned, rented, or leased by the Member.

Member Property means the property described above which has been scheduled as an individual line item on the latest schedule of values on file with the Pool. Covered Property means the property described above, regardless of whether it has been reported to the Pool. The coverages provided under this Coverage Document apply to Member Property, unless otherwise provided.

This Coverage Document also covers the interest of contractors and subcontractors in Covered Property during construction at a Member Property or within 1,000 feet thereof, to the extent that the Member is under obligation to keep such property covered for physical loss or damage covered by this Coverage Document. Such interest of contractors and subcontractors is limited to property damage only and such interest will not extend to any time element coverage provided under this Coverage Document.

2. PROPERTY EXCLUDED

This Coverage Document excludes:

A. Animals (other than those as defined in the Law Enforcement Dogs and Horses – Mortality, Theft, and Loss of Use additional coverage)

B. Aircraft, spacecraft or satellites except Unmanned Aircraft Systems.

C. Accounts, bills, currency, precious metal in bullion form, food stamps or other evidences of debt, money, notes, or securities, except as provided in Accounts Receivable coverage or elsewhere of this Coverage Document.

D. Dams; canals; off shore drilling rigs; reservoirs; tunnels or bridges used by public vehicular traffic.

E. Equipment used to produce power or gas primarily for distribution to third parties.

F. Roadways, highways, or streets or any pavement that is part of a roadway, highway, or street (this includes but is not limited to roadway safety and control systems, sidewalks, curbs, culverts, or other paved surfaces).

G. Land, water or any other substance in or on land; except this exclusion does not apply to loss or damage at Member Property caused by or resulting from: Earth Movement, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water, and windstorm for the following items:

1) Land improvements consisting of tunnels, or bridges (not including tunnels or bridges used for public vehicular traffic), piers, docks, pilings, bulkheads, wharves, piping, fiber optic cable, retaining walls, but not including any land beneath the property.

2) Site improvements consisting of parking lots, sidewalks, and culverts.

3) Athletic fields including necessary materials, fill, and substrate beneath such fields.

4) Water that is contained within any enclosed tank, piping system or any other processing equipment.

H. Landfill original material (i.e. trash and debris), landfill liners or similar landfill barriers, whether natural or manmade.

I. Motor vehicles licensed for road use.

J. Trailers licensed for road use, but not including trailers used for covered watercraft.

K. Overhead transmission and distribution lines located more than 1 mile from a Covered Property.

L. Property sold by the Member under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers except as provided by the Deferred Payment coverage of this Coverage Document.

M. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern.

N. Underground or below slab pipes, flues, or drains.

O. Standing timber, growing crops, grass or sod (not including athletic fields).

3. ADDITIONAL COVERAGE

This Coverage Document includes the following additional coverage for physical loss or damage under this Coverage Document. Additional coverages are subject to the applicable deductible and limit of liability and do not increase the total covered value limit of liability. Additional coverages are also subject to the general coverage provisions, including applicable exclusions, of this Coverage Document.

A. ACCOUNTS RECEIVABLE

This Coverage Document covers any shortage in the collection of accounts receivable, resulting from covered physical loss or damage to accounts receivable records while anywhere within the Coverage Territory, including while in transit. The Pool will be liable for the interest charges on any loan to offset impaired collections pending repayment of a sum uncollectible as the result of a loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

1) In the event of loss to accounts receivable records, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.

2) In reducing the loss under this additional coverage, the Member agrees to use any suitable property or service owned or controlled by the Member or obtainable from other sources. The Pool will pay reasonable and necessary costs incurred by the Member to reduce a loss up to the amount the loss was reduced.

3) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, the Pool will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct the records, and not for any costs covered by any other coverage.

4) Accounts Receivable Exclusions: The following exclusions are in addition to the Exclusions subsection of this Section:

This additional coverage does not cover a shortage resulting from:

a. Bookkeeping, accounting or billing errors or omissions;

b. (i) Alteration, falsification, manipulation; or

(ii) Concealment, destruction or disposal;

of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

5) The Pool will settle a loss under this subsection within 90 days from the date the physical loss or damage is reported by the Member. All amounts recovered by the Member on outstanding accounts receivable on or after the date of a loss reported to the Pool will belong and be paid to the Pool up to the amount of loss paid by the Pool. All recoveries exceeding the amount paid by the Pool will belong to the Member.

B. AESTHETIC IMPAIRMENT

This Coverage Document covers the actual reasonable and necessary costs incurred by the Member for Aesthetic Impairment caused by an Occurrence, provided that the costs are incurred within two years from the date of the Occurrence, and subject to the applicable sublimit for Aesthetic Impairment.

Aesthetic impairment means marring, pitting or other superficial damage that altered the appearance of an HVAC unit, or of a roof or roof structure, but not the intended function of the roof or roof structure. The intended function of a roof or roof structure is to prevent the penetration of water into a building or structure. HVAC unit means the apparatus that is used for controlling the temperature of an enclosed space or units of a building, and any vents or coverings attached to that apparatus.

For the purpose of this additional coverage, roof surfacing refers to shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roofing system and all materials applied for the insulative value to the roofing systems or under the water proofing materials, as well as gutters.

C. AUTOMATIC COVERAGE (NEWLY ACQUIRED)

This Coverage Document covers Covered Property rented, leased, purchased, or newly constructed by the Member after the inception date of this Coverage Document.

This additional coverage does not apply to property covered in whole or in part by any other

coverage.

This coverage will apply until the date the newly acquired property is reported and bound by the Pool, at which point it becomes Member Property, or the time limit shown in the time limits provision in the Limits of Liability has been reached. The time limit begins on the date of rental, lease, or purchase.

With respect to automatic coverage for Mobile Equipment, Member must have Mobile Equipment coverage in place at the time of loss. Coverage is subject to the deductible as shown on the CCD.

D. BRANDS AND LABELS
If branded or labeled property covered by this Coverage Document is physically damaged and the Pool elects to take all or any part of that property, the Member may at the Pool's expense:

1) Stamp "SALVAGE" on the property or its containers; or

2) Remove or obliterate the brands or labels;

If doing so will not damage the property. In either event, the Member must relabel property or its containers to be in compliance with any applicable law.

E. CLAIMS PREPARATION FEES AND EXPENSES
This Coverage Document covers the actual costs incurred by the Member of reasonable fees payable to accountants, architects, auditors, engineers, or other professionals and the cost of using the Member's employees, to produce and certify information in the Member's records, or other proofs, information or evidence required by the Pool related to a covered loss payable under this Coverage Document for which the Pool has accepted liability.

This additional coverage excludes the fees and costs of attorneys, public adjusters, and loss appraisers, and any subsidiary or related entities owned or retained to assist them. The most the Pool will pay under this coverage for any one Occurrence is either the sublimit specified in the CCD or _10__% of the adjusted loss for that Occurrence, whichever is least.

F. CONSEQUENTIAL REDUCTION IN VALUE
This Coverage Document covers the reduction in value of covered merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage covered by this Coverage Document to other covered parts of pairs, sets or components of the merchandise. If settlement is based on a constructive total loss, the Member will surrender the undamaged parts of the merchandise to the Pool.

G. DEBRIS REMOVAL
This Coverage Document covers the reasonable and necessary costs incurred to remove debris from Member Property that remains as a direct result of physical loss or damage covered by this Coverage Document.

This additional coverage does not cover the costs of removal of:

1) Contaminated uncovered property; or

2) The contaminant in or on uncovered property;

whether or not the contamination results from covered physical loss or damage. Contamination includes, but is not limited to, the presence of Pollutants or hazardous material.

H. DECONTAMINATION COSTS

If Member Property is contaminated as a direct result of physical damage covered by this Coverage Document, and if the enforcement of a law or ordinance regulating contamination results in an increased cost of decontamination and removal of contaminated Member Property, this Coverage Document covers the increased cost of decontamination and removal of such contaminated Member Property required to comply with the law or ordinance.

This additional coverage applies only to that part of Member Property contaminated as a direct result of covered physical damage. The Pool is not liable for the costs required to remove contaminated uncovered property or the contaminant, whether or not the contamination results from a covered event.

I. DEFERRED PAYMENTS

This Coverage Document covers physical loss or damage to personal property covered and sold by the Member under a conditional sale or trust agreement or any installment or deferred payment plan and after the property has been delivered to the buyer. Coverage is limited to the unpaid balance for the property.

In the event of loss to property sold under deferred payment plans, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Coverage Document for loss:

1) Pertaining to products recalled, including the costs to recall, test or to advertise such recall by the Member;

2) From theft or conversion by the buyer of the property after the buyer has taken possession of the property;

3) To the extent the buyer continues payments; or

4) Not within the Coverage Territory.

J. EARTH MOVEMENT

This Coverage Document covers physical loss or damage caused by or resulting from Earth Movement.

K. EVACUATION EXPENSE

In the case of actual or imminent loss or damage of the type covered against by this Coverage Document or a Mandatory Evacuation Order, this additional coverage will pay the expenses incurred by the Member for the emergency evacuation of patients, inmates, and juvenile detainees from a Member Property and will cover the reasonable and necessary expenses to

return the patients, inmates, and juvenile detainees.

Mandatory Evacuation Order means the first public broadcast of a compulsory evacuation made by the responsible civil authority that is specific as to the effective date, time and area affected and which arises out of a peril for which coverage would have been provided if such peril had caused loss or damage to a Member Property. The Mandatory Evacuation Order must commence during the coverage period. Recommended, advisory, precautionary, or voluntary evacuation is not included in the definition of Mandatory Evacuation Order.

This additional coverage does not apply to any expenses incurred for scheduled evacuation drills, fire or safety drills or the evacuation of patients, inmates, and juvenile detainees due to a medical condition. This coverage also includes expenses incurred to return patients, inmates, and juvenile detainees to Member Property.

L. ERRORS AND OMISSIONS

If physical loss or damage is not payable under this Coverage Document solely due to an error or unintentional omission:

1) In the description of where Member Property is physically located; or

2) In failing to schedule any Covered Property:

   a. Owned, rented or leased by the Member on the effective date of this Coverage Document; or

   b. Purchased, rented or leased by the Member during the term of this Coverage Document; or

3) That results in cancellation of the property covered under this Coverage Document;

This Coverage Document covers such physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made. It is a condition of this additional coverage that any error or unintentional omission be reported by the Named Member to the Pool when discovered and additional premium be paid, as determined by the Pool.

There is no Errors or Omissions coverage for loss or damage which is covered under the Automatic Coverage (Newly Acquired Property) provision of this Coverage Document.

M. EXPEDITING COSTS

This Coverage Document covers the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to Member Property and to expedite the permanent repair or replacement of the damaged property.

This additional coverage does not cover costs:

1) Recoverable elsewhere in this Coverage Document; or

2) Of permanent repair or replacement of damaged property.

N. FINE ARTS

This Coverage Document covers physical loss or damage to Fine Arts articles while anywhere within the Coverage Territory, when scheduled including while in transit.

1) This additional coverage excludes loss or damage:

a. If the Fine Arts cannot be replaced with other of like kind and quality, unless it is specifically declared to the Pool; or

b. From any repairing, restoration or retouching process.

O. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES

This Coverage Document covers the following expenses resulting from a covered loss:

1) Fire brigade charges and any extinguishing expenses which the Member incurs; and

2) Loss and disposal of fire extinguishing materials expended.

However, there is no coverage for any costs incurred as a result of a false alarm.

P. FLOOD

This Coverage Document covers physical loss or damage caused by or resulting from Flood. Storm Surge is not considered to be loss by Flood within the terms and conditions of this Coverage Document.

Q. GOLF COURSE GREENS AND TEES

This Coverage Document covers loss to golf course greens and tees (including practice greens and tees as well as sand traps and bunkers) caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, hail, lightning, Named Storm, smoke, tornado, vandalism or malicious mischief, vehicles, and windstorm.

Drought, freeze, Mold, Fungus, disease or rot is specifically not covered by this extension.

This Coverage Document covers the cost for debris removal and time element and does not increase the limits of liability that apply with this additional coverage extension.

R. INCREASED COST OF CONSTRUCTION

1) In the event of damage to a Member Property, this Coverage Document covers the reasonable and necessary costs incurred to comply with the minimum standards of an ordinance or law in the course of demolition, repair, rebuilding, or replacement of damaged parts of that property. The ordinance or law must be one that regulates the demolition, construction, or repair of buildings or establishes zoning or land use requirements at the Member Property and is in force at the time of the loss.

2) This additional coverage does not cover any loss due to any law or ordinance which the Member was required to comply with before the loss but failed to comply with.

3) This additional coverage covers only:

   a. The cost to repair or rebuild the physically damaged portion of property with materials and in a manner to satisfy the law or ordinance; and

   b. If the total demolition of the damaged Member Property is required to satisfy the law or ordinance, the cost:

      (i) To demolish the physically undamaged portion of the property covered; and

      (ii) To rebuild it with materials and in a manner to satisfy such law or ordinance.

4) This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination, including the presence of Pollutants, hazardous material, Fungus, Mold(s), rot, or bacteria.

5) The Pool's maximum liability for this additional coverage at each Member Property in any Occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property covered plus the lesser of:

   a. The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or

   b. The cost of rebuilding on the same site.

   If the coverage under this clause is subject to a sublimit, such sublimit shall only apply with respects to paragraph 3) a. above. Such sublimit shall not apply with respect to paragraph 3) b. above where coverage described therein shall be included within the Limits of Liability.

S. LAND AND WATER POLLUTANT CLEANUP, REMOVAL & DISPOSAL

This Coverage Document covers the reasonable and necessary cost for the cleanup, removal and disposal of Pollutants from property otherwise excluded under Section I, Coverage A.2.G that is located at a Member Property, if the release, discharge or dispersal of Pollutants is a direct result of covered physical loss or damage to the Member Property.

This Coverage Document does not cover the cost to cleanup, remove and dispose of Pollutants from property:

1) At any Member Property covered for personal property only; or

3) When the Member fails to give written notice of loss to the Pool within 180 days after inception of the loss.

T. LANDSCAPE IMPROVEMENTS

This Coverage Document covers loss to shrubs or trees caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water and windstorm.

U. LAW ENFORCEMENT DOGS AND HORSES – MORTALITY, THEFT AND LOSS OF USE
For purposes of this additional coverage only, Animal means a dog or horse owned by the Member and used in the service of a law enforcement department or agency of the Member, excluding any puppies or foals within the covered dog or horse.

Humane Destruction means the destruction of an Animal to prevent excessive continued suffering due to an incurable injury or terminal disease.

Mortality means death resulting directly or indirectly from accident, illness, or disease during the course and scope of duties of the Animal.

Theft has the meaning prescribed in the Texas Penal Code §31.03.

The Pool will pay the Member for losses resulting from the Mortality or Theft of an Animal up to the limit of liability shown on the CCD. If coverage is terminated, the coverage provided by the Pool will be extended to cover Mortality which occurs within 30 days after the date of termination that is the result of an accident, illness, or disease that occurred and was reported by the Member during the Coverage Document period.

1) The Pool will not provide coverage for a claim on an Animal that:

   a. Suffered from an illness or injury within the 12 months before the Coverage Document period that the Member did not report to the Pool;

   b. Is retired from active duty; or

   c. Is eight years old or older.

The Pool's liability for a loss resulting from Theft of an Animal begins 90 days after the date the Member notifies the Pool of the Theft, provided that the Animal has not been recovered in that time. If an Animal has been recovered after a Theft, the Member must return any payment made by the Pool before the recovery.

2) Coverage is excluded for any loss resulting directly or indirectly from:

   a. Surgical operations, administration of drugs, medication or inoculation, unless it is performed by a licensed veterinarian and certified as required in an attempt to prevent Mortality or Humane Destruction of an Animal;

   b. Mysterious disappearance or escape;

   c. Intentional destruction, except Humane Destruction or if the Pool agrees to the destruction;

   d. Destruction as a result of governmental order, due to exposure to or contraction of any communicable disease;

   e. Voluntary parting with the title or possession of the Animal because of fraud, trick, or false pretense; or

f. Mortality of an Animal boarded outside the United States and then returned to the United States within the six months preceding its death.

3) Loss of Use: If a Member loses the use of an Animal due to a covered claim, the Pool will pay the Member if the Animal:

a. Is injured by external, accidental, and violent means during the period this additional coverage is in effect;

b. Becomes totally and permanently unfit for its current use as a result of such injury; and

c. Does not require destruction for humane reasons.

Coverage for loss of use is extended after the expiration of the Coverage Document period to loss of use first occurring within 90 days after expiration, resulting from injury which occurs prior to expiration.

4) As a condition of coverage:

a. The Member shall dispose of the remains of any Animal at the Member expense.

b. In case of injury or illness to an Animal, the Member must:

(i) Immediately notify the Pool;

(ii) Employ a licensed veterinarian, at the Member expense, to treat the Animal; and

(iii) Secure proper care and, if required, allow the Animal to be removed for treatment, at the Member expense.

c. If the Animal dies or is stolen, the Member must:

(i) Immediately notify the Pool, and in the case of Theft, also the police, local animal control, and humane society.

(ii) Give to the Pool, within 60 days, a copy of:

(a) The registration certificate or other proof of age;

(b) The postmortem examination report in the event of death; and

(c) A signed and sworn proof of loss and details of costs associated with acquisition and initial training of the Animal including the cost associated with veterinarian fees and expenses.

d. For claims involving the loss of use of an Animal, the Member must:

(i) Immediately notify the Pool of any accident resulting in an injury which may give rise to

a claim for loss of use.

(ii) Within 14 days of such accident, provide a full veterinary report by a qualified veterinary surgeon, which will include:

(a) A description of the events and the injury suffered;

(b) The treatment rendered; and

(c) The opinion of the veterinary surgeon as to the Animal's fitness for its current use.

V. MISCELLANEOUS UNNAMED PROPERTY
This Coverage Document covers the Member's interest in Covered Property within the Coverage Territory which is not specifically on file, identified, or scheduled, and which the Member has no knowledge of its ownership, except for property that is waterborne.

This provision does not cover any property covered or excluded under any other provision of this Coverage Document.

W. MOLD RESULTING FROM A NAMED PERIL
Unless otherwise excluded elsewhere in this Coverage Document, this Coverage Document covers any loss or damage in the form of, caused by, contributed to or resulting from Fungus, Mold(s), mildew or yeast, or any Spores or toxins created or produced by or emanating from Fungus, Mold(s), bacteria, mildew or yeast which the Member establishes is a direct result of an Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind-driven water, and windstorm, provided that the Fungus, Mold, mildew or yeast loss or damage is reported to the Pool within 12 months from the date of the loss.

X. PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS
This Coverage Document covers projects in the course of construction subject to the applicable sublimit. This additional coverage also covers the reasonable and necessary Soft Costs for projects in the course of construction, provided that no other insurance is available for such project.

Y. PROTECTION AND PRESERVATION OF PROPERTY
This Coverage Document covers:

1) Reasonable and necessary costs, as specified below, incurred for actions to temporarily protect or preserve Member Property, provided that the actions are necessary due to actual covered physical loss or damage or to prevent immediately impending covered physical loss or damage.

2) Subject to the deductible provisions that would have applied had physical loss or damage occurred to Member Property, this additional coverage covers the reasonable and necessary includes, but is not limited to costs incurred for:

a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing Member Property;

b. Restoring and recharging fire protection systems following a covered loss; and

c. The water used for fighting a fire in, on or exposing Member Property.

Z. SERVICE INTERRUPTION PROPERTY DAMAGE

1) This Coverage Document covers physical loss or damage at a Member Property when the physical loss or damage results from the interruption of the following incoming or outgoing services: electricity, telecommunications, gas, fuel, steam, water, refrigeration, or sewerage because of physical loss or damage to the service suppliers facilities if it is the type covered against for a Member's covered real and personal property located within the Coverage Territory and the physical loss or damage immediately prevents in whole or in part the delivery of service.

2) This additional coverage will apply when the Period of Service Interruption exceeds the Waiting Period in Section IV.

a. As a condition of coverage, the Member must immediately notify the service supplier of any interruption to service.

b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.

Period of Service Interruption means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored or the time the service was actually restored, whichever is earlier.

AA. TERRORISM

This Coverage Document covers physical loss or damage caused by or resulting from Terrorism.

BB. TRANSIT

1) This Coverage Document covers Member Property in transit in the Coverage Territory, except as specifically excluded provided, that it is:

a. Owned by the Member;

b. Shipped to customers under Free on Board (F.O.B.), Cost & Freight (C & F), or similar terms and the Member's contingent interest in the shipment is admitted;

c. Owned by another and in the actual or constructive custody of the Member, to the extent that the Member is under obligation to keep covered for physical loss or damage covered by this Coverage Document; or

d. Owned by another if sold by the Member and the Member has agreed before the loss to insure the Member Property during course of delivery.

2) This additional coverage excludes:

   a. Samples in the custody of salespeople or selling agents;

   b. Personal property covered under import or export ocean marine coverage;

   c. Waterborne shipments, unless:

      (i) By inland water; or

      (ii) By coastal shipments;

   d. Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.

   e. Property of others, including the Member's legal liability for it, hauled on vehicles owned, leased or operated by the Member when acting as a common or contract carrier;

   f. Any transporting vehicle or conveyance; and

   g. Property shipped between continents, except by land or air between Europe and Asia.

3) Coverage Attachment and Duration:

   a. This additional coverage attaches from the time the property leaves the original point of shipment for transit until the property arrives at its destination. However, coverage on export shipments not covered under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not covered under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft.

4) This additional coverage covers:

   a. General average and salvage charges on shipments covered while waterborne; and

   b. Physical loss or damage caused by or resulting from:

      (i) Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts; or

      (ii) Improper parties having gained possession of property through fraud or deceit.

5) Additional coverage provisions:

   a. This additional coverage will not inure directly or indirectly to the benefit of any carrier or bailee.

b. The Member may:

(i) Accept ordinary bills of lading used by carriers, released bills of lading, undervalued bills of lading, and shipping or messenger receipts; and

(ii) Waive subrogation against railroads under sidetrack agreements.

c. The Member shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.

CC. VALUABLE PAPERS & RECORDS AND EDP DATA & MEDIA

This Coverage Document covers physical loss or damage to Valuable Papers & Records and EDP Data & Media in the Coverage Territory, including while in transit.

This additional coverage excludes loss or damage to:

a. Property held as samples for sale or delivery after sale, and

b. Errors or omissions in processing, programming or copying unless physical damage not excluded by this Coverage Document results, limited to the resulting damage.

Valuable Papers & Records means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, excluding the monetary value of monies and securities.

EDP Data & Media means all forms of data, converted data, electronically converted data, programs, applications, instructions and media vehicles employed.

4. EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Coverage Document:

A. This Coverage Document excludes:

1) Indirect or remote loss or damage;

2) Interruption of business;

3) Loss of market value or loss of use;

4) Loss or damage or deterioration arising from any delay;

5) Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss can be proven solely on the inventory records, or any unexplained loss;

6) Loss from enforcement of any law or ordinance:

a. Regulating the construction, repair, replacement, use or removal, including debris

removal, of any property; or

b. Requiring the demolition of any property, including the cost in removing its debris; except as provided by the debris removal, decontamination costs and increased cost of construction coverage of the Property Damage section.

7) Loss from any of the accumulated effects of smog, smoke, vapor, liquid, moisture or dust.

8) Damage resulting from faulty, inadequate, or lack of maintenance.

B. This Coverage Document excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not covered under this Coverage Document, contributing concurrently or in any other sequence to the loss:

1) Communicable Disease, or the fear or threat (whether actual or perceived) of a Communicable Disease.

2) Nuclear reaction or nuclear radiation or radioactive contamination. However:

a. If physical damage by fire or sprinkler leakage results, then only that resulting damage is covered; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.

b. This Coverage Document covers physical damage directly caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Member Property, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the Member Property.

3) a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:

(i) Government or sovereign power (de jure or de facto);

(ii) Military, naval or air force; or

(iii) Agent or authority of any party specified in (i) or (ii) above.

b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.

e. Risks of contraband, or illegal transportation or trade.

4) Except as provided in Section I, Coverage D Crime Coverage, any dishonest act, including theft, committed alone or in collusion with others, at any time:

   a. By a Member or any officer, or employee of a Member; or

   b. By any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by a Member to do anything in connection with property covered under this Coverage Document.

   This Coverage Document covers acts of direct covered physical damage intentionally caused by an employee of a Member or any individual specified in b. above, and done without the knowledge of the Member, except loss by theft by any individual specified in a. or b. above.

5) Lack of the following services:

   a. Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;

   b. Incoming or outgoing sewerage; or

   c. Incoming or outgoing telecommunications;

   when caused by an Occurrence off a Covered Property, except as provided in Service Interruption in the Property Damage or Time Element sections of this Coverage Document. However, when the lack of such a service directly causes physical damage covered by this Coverage Document on Member Property, coverage is limited to the resulting damage that is covered.

6) The unlawful possession, use, release, discharge, dispersal or disposal of any chemical or similar agent or matter regardless of who is responsible for the act and whether war has been declared or not.

C. This Coverage Document excludes the following, unless physical damage not excluded by this Coverage Document results, in which case coverage is limited to the resulting covered damage:

1) Faulty workmanship, material, construction or design from any cause.

2) Loss or damage to stock or material attributable to manufacturing or processing operations while the stock or material is being processed, manufactured, tested, or otherwise worked on.

3) Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.

4) Settling, cracking, shrinking, bulging, or expansion of foundations (including any pedestal, pad, platform or other property supporting machinery), floors, pavements, walls, ceilings or roofs.

5) Changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage; all whether atmospheric or not.

6) Insect, animal or vermin damage, except damage to Mobile Equipment.

7) Collapse, including any of the following conditions or property or any part of the property:

   a. An abrupt falling down or caving in;

   b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

   c. Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (a) or (b) above.

   This exclusion does not apply:

   d. To the extent that coverage is caused by one or more of the following:

      1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; “sinkhole collapse”; volcanic action; falling objects; weight of snow, ice or sleet; water damage, meaning accidental discharge of water or steam as the direct result of the breaking apart or cracking of a system or appliance containing water or steam;

      2. Decay, insect or vermin damage that is hidden from view, unless the presence of such decay is known to a Member prior to collapse;

      3. Breakage of building glass;

      4. Weight of rain that collects on a roof;

      5. Weight of people or personal property; or

      6. Use of defective material or methods, in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling, or renovation. However, if the collapse occurs after construction, remodeling, or renovation is complete and is caused in part by a cause of loss listed in 4.C.7.d.1 through 5 above, the Pool will pay for the loss or damage even if use of defective material or methods, in construction remodeling, or renovation, contributes to the collapse.

D. This Coverage Document excludes the following unless directly resulting from other physical damage not excluded by this Coverage Document:

1) Contamination including but not limited to the presence of Pollutants or hazardous material.

2) Shrinkage, changes in color, flavor, texture or finish.

3) Asbestos material defects, treatment, abatements or removal.

E. This Coverage Document excludes the following unless directly resulting from the following causes of loss: fire, lightning, Earthquake, explosion, falling aircraft, Flood, smoke, vehicle impact, Named Storm, wind driven water, hail, windstorm, and tornado.

1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility.

2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set.

3) Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Member to conduct business.

4) The failure of any of the following, whether owned by you or others:

   a. Data processing equipment, software, data, or media;

   b. Hardware or software based computer operating systems;

   c. Microprocessors;

   d. Integrated circuits; or,

   e. Any other electronic equipment, computerized equipment, or similar devices;

   due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time.

5) Fungus, Mold(s), mildew or yeast; or any Spores or toxins created or produced by or emanating from such Fungus, Mold(s), mildew or yeast.

F. Privacy or Security Event Liability and Expense Exclusion

1) This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2) For purposes of this exclusion the following definitions apply:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

   a. Operated by and either owned by or leased to any Member; or

   b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Fraudulent Instruction means the transfer, payment, or delivery or Money or Securities by the Member as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead the Member through the misrepresentation of a material fact which is relied upon in good faith by the Member.

Funds Transfer Fraud means the loss of Money or Securities contained in a Transfer Account at a financial institution resulting from fraudulent written, electronic, telegraphic, teletype or telephone instructions by a third party issued to a financial institution directing such institution to transfer, pay or deliver Money or Securities from any account maintained by the Member at such institution, without the Member's knowledge or consent.

Personal Information means an individual's name in combination with one or more of the following:

a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

c. A credible threat or series of credible threats directed at a Member to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Member;

(2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; or (4) restrict access to a Computer System.

d. Fraudulent Instruction, Funds Transfer Fraud, or Telephone Fraud.

Telephone Fraud means the act of a third party gaining access to and using the Member's telephone system in an unauthorized manner.

Transfer Account means an account maintained by the Member at a financial institution from which the Member can initiate the transfer, payment, or delivery of Money or Securities.

COVERAGE B: TIME ELEMENT COVERAGE

Capitalized terms in this section refer to the descriptions in the Time Element coverage provision below.

1. LOSS COVERED

A. This Coverage Document covers time element loss, as provided in the Time Element coverage, directly resulting from covered physical loss or damage:

1) To Member Property not otherwise excluded by this Coverage Document or otherwise limited in the Time Element coverage provision below;

2) Used by the Member, or for which the Member has contracted use;

3) Which is either:
   a. Located at a Member Property;
   b. In the case of personal property, in the Coverage Territory; or
   c. while in transit as provided by this Coverage Document; and

4) During the period of liability described in this Section.

B. This Coverage Document covers time element loss only to the extent it cannot be reduced through:

1) The use of any property or service owned or controlled by the Member;

2) The use of any property or service obtainable from other sources;

3) Working extra time or overtime; or

4) The use of inventory;

at any other location.

C. This Coverage Document covers expenses reasonably and necessarily incurred by the Member to reduce the loss otherwise payable under this Section, not to exceed the amount by which the loss has been reduced.

D. Except for leasehold interest, in determining the amount of loss payable, the Pool will consider the experience of the Member before and after and the probable experience during the period of liability.

2. TIME ELEMENT COVERAGE

A. Business Income

1) Measurement of Loss:

a. The recoverable Business Income loss is the actual loss sustained by the Member of the following during the period of liability:

(i) Gross Earnings, including Ordinary Payroll;

(ii) Less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services;

(iii) Plus all other earnings derived from the operation of the business.

b. In determining the amount payable as the actual loss sustained, the Pool will consider the continuation of only those normal charges and expenses that the amount payable would have been earned had no interruption of production or suspension of business operations or services occurred.

c. There is recovery under this coverage only to the extent that the Member is:

(i) Wholly or partially prevented from producing goods or continuing business operations or services;

(ii) Unable to make up lost production within a reasonable period of time (not to be limited to the period during which production is interrupted);

iii) Unable to continue such operations or services during the period of liability; and

iv) Able to demonstrate a loss of sales for the services or production prevented.

2) Definitions

Gross Earnings means:

a. For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or

b. For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Member.

Ordinary Payroll means the Member payroll for all of the Member's officials and employees. It is comprised of, but not limited to, the payroll, benefits paid for the payroll, social security, FICA, union dues paid for the payroll, and workers' compensation paid for the payroll.

B. Extra Expense

1) Measurement of Loss:

The recoverable extra expense loss will be the reasonable and necessary extra costs incurred by the Member of the following during the period of liability:

a. Extra expenses to temporarily continue the Member's business as nearly normal as practicable in the conditions that would have existed had no physical loss or damage occurred;

b. Plus extra costs of temporarily using property or facilities of the Member or others;

c. Less any value remaining at the end of the period of liability for property obtained in connection with the above.

2) For an extra expense loss, the following are excluded:

a. Any loss of income.

b. Costs that normally would have been incurred in conducting the business during the same period had no physical loss or damage occurred.

c. Cost of permanent repair or replacement of property that has been damaged or destroyed.

d. Any expense recoverable elsewhere in this Coverage Document.

C. Leasehold Interest

1) Measurement of Loss:

The recoverable leasehold interest loss is as follows:

a. If the lease agreement requires continuation of rent, and if the property is wholly untenantable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenantable or unusable, the proportion of the rent payable for the unexpired term of the lease.

b. If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law, the Lease Interest for the first three months following the loss and the Net Lease Interest for the remaining unexpired term of the lease.

2) Definitions

a. Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Member's lease.

b. Net Lease Interest means that sum which placed at three percent interest rate

compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

3) Leasehold Interest Exclusions and Conditions: For a leasehold interest loss, the Time Element Exclusions below do not apply and the following exclusions apply instead:

   This Coverage Document does not cover any increase in loss resulting from the suspension, lapse or cancellation of any lease, or from the Member exercising an option to cancel the lease, or from any act or omission of the Member that constitutes a default under the lease.

   In addition, there is no coverage for the Member's loss of leasehold interest directly resulting from damage to personal property.

   As a condition of coverage, the Member shall use due diligence, including all things reasonably practicable, to diminish loss under this coverage.

D. Loss of Rents
Measurement of Loss:

1) The recoverable loss of rents loss is the actual loss sustained by the Member, excluding non-continuing charges and expenses, of the following during the period of liability:

   a. The fair rental value of any portion of the property occupied by the Member;

   b. The income reasonably expected from rentals of unoccupied or unrented portions of the property; and

   c. The rental income from the rented portions of the property according to bona fide leases, contracts or agreements in force at the time of loss.

2) Loss of Rents Exclusions: For a loss of rents loss, Time Element Exclusion A below does not apply and the following applies instead:

   This Coverage Document does not cover any loss of rental income during any period in which the Member's property would not have been tenantable for any reason other than a covered loss.

E. Contingent Tax Revenue Interruption (Excluding Earth Movement, Named Storm, and Flood)
This Coverage Document covers against loss resulting directly from necessary interruption of sales, property or other tax revenue collected by or due the Member caused by damage or destruction by a peril not excluded from this Coverage Document to property which is not operated by the Member and which wholly or partially prevents the generation of revenue for the account of the Member.

1) In the event of such damage or destruction, the Pool will provide coverage, with limitations as indicated, if the following conditions are both met:

   a. The Member's total revenue is reduced to less than 97.5% of the Member anticipated

revenue had no loss occurred; and

b. The Member's actual loss is limited to the length of time that would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property beginning on the date of damage to the contributing property, but not limited by the expiration date of this Coverage Document.

2) Deductible: Each loss or series of losses arising out of one event at each Member Property shall be adjusted separately and from the aggregated amount of all such losses 2.50% of the annual revenue value shall be deducted.

3. TIME ELEMENT COVERAGE EXTENSIONS

A. Contingent Business Income and Extra Expense
This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the period of liability directly resulting from covered physical loss or damage to Member Property at direct supplier or customer locations in the Coverage Territory.

The term supplier or customer does not include any entity supplying to or receiving from a Covered Property electricity, fuel, gas, water, steam, refrigeration, sewage or telecommunications.

B. Extended Period of Indemnity
The Business Income and Loss of Rents coverages are extended to cover the reduction in sales resulting from:

1) The interruption of business covered by Business Income coverage:

a. For the additional length of time required to exercise due diligence and dispatch to restore the Member's business to the condition that would have existed had no loss occurred; and

b. Beginning on the date on which the Pool's liability for loss resulting from interruption of business would terminate if this extension had not been included.

2) The loss of rental income or rental value as covered by Loss of Rents.

Extended Period of Indemnity Exclusions: The time element exclusion for increase in loss due to suspension, lapse of any lease, contract or license or order does not apply to this extended period of indemnity

This Coverage Document does not cover any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature.

Coverage under this extension for the reduction in sales due to contract cancellation is limited to only those sales that would have been earned under the contract during the Extended Period of Indemnity.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section IV.

C. Ingress/Egress
This Coverage Document covers the actual loss sustained incurred by the Member due to the necessary interruption of the Member's business due to prevention of ingress to or egress from a Member Property, provided that such prevention is a direct result of covered physical damage to the kind of property not excluded by this Coverage Document located within five miles of the Member Property incurring loss.

Ingress/Egress Exclusions: As respects ingress/egress, the following exclusions are applicable:

This Coverage Document does not cover loss resulting from:

1) Lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and telecommunications.

2) Picketing or other action by strikers except for physical damage not excluded by this Coverage Document.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

D. Interruption by Civil Authority
This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the Period of Liability when access to Member Property is specifically prohibited by order of civil authority, provided such order is a direct result of actual loss or damage from a peril covered under this Coverage Document to property of the type covered against under this Coverage Document located within five miles of the Member Property to which access is prohibited.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the time limits provision in the Limits of Liability.

E. On Premises Services
This Coverage Document covers the actual loss sustained by the Member during the period of liability directly resulting from physical loss or damage of the type covered to the following property located on the Member premises:

1) Electrical and telecommunications equipment; and

2) Electrical, telecommunications, fuel, gas, water, steam, refrigeration and sewerage transmission lines.

F. Protection and Preservation of Property – Time Element
This Coverage Document covers the actual loss sustained by the Member during the period of time that the Member takes reasonable actions to temporarily protect and preserve Member Property, if the action is necessary to prevent immediately impending physical loss or damage covered by this Coverage Document at Member Property.

This extension is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

G. Research and Development
The Gross Earnings coverage is extended to cover the actual loss sustained by the Member for continuing fixed charges and Ordinary Payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the period of liability.

The period of liability for this time element coverage extension will be the period from the time of direct physical loss or damage of the type covered by this Coverage Document to the time when the property could be repaired or replaced and made ready for operations under the same or equivalent physical and operating conditions that existed prior to damage.

H. Service Interruption – Time Element

1) This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the Period of Service Interruption at Member Property when the loss is caused by the interruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of incoming or outgoing sewerage service by reason of physical loss or damage of the type covered against to real and personal property of the type covered to the facilities of the utility supplier of service located in the Coverage Territory, that immediately prevents in whole or in part the delivery of usable services.

2) This extension will apply when the Period of Service Interruption is in excess of the time shown as Waiting Period in Section IV.

3) As a condition of coverage:

a. The Member must immediately notify the suppliers of services of any interruption of services.

b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.

4) Period of Service Interruption means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored and the Member Property receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the period of liability provision of this Section, limited to only those hours during which the Member would or could have used service if it had been available.

4. PERIOD OF LIABILITY

A. The length of time for which loss may be claimed under Time Element Coverage, except leasehold interest or as otherwise as provided under Time Element Coverage Extensions, is referred to as the period of liability.

1) For building and equipment, the period of liability, not to be limited by the expiration of this Coverage Document:

   a. Shall commence from the date of physical loss or damage of the type covered against; and

   b. Shall not exceed the length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace the building and equipment and make them ready for operations under the same or equivalent operating conditions that existed before the damage.

2) For building and equipment under construction, the period of liability is:

   a. The equivalent of the above period of time applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage occurred; and

   b. Considering the actual experience of the business compiled after completion of the construction and startup.

3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Member, the period of liability is the time required with the exercise of due diligence and dispatch:

   a. To restore stock in process to the same state of manufacture in which it stood at the beginning of the interruption of production or suspension of business operations or services; and

   b. To replace physically damaged mercantile stock.

   This provision does not apply to loss of rents.

4) For raw materials and supplies, the period of liability is the time:

   a. Of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but

   b. Limited to that period for which the damaged raw material and supplies would have supplied operating needs.

5) If water:

   a. Used for any manufacturing purpose, including but not limited to as a raw material or for power;

   b. Stored behind dams or in reservoirs; and

   c. At any Member Property;

is released as the result of physical damage of the type covered against under this Coverage Document to such dam, reservoir or connected equipment, the period of liability for coverage due to inadequate water supply is limited to 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

This provision does not apply to loss of rents.

6) For physically damaged exposed film, records, manuscripts and drawings, the period of liability is the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

This provision does not apply to loss of rents.

7) For physically damaged or destroyed data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, the period of liability is the time to recreate or restore including the time for researching or engineering lost information.

This item does not apply to loss of rents.

8) If an order of civil authority prohibits access to the Member Property and the order is the direct result of physical damage of the type covered against under this Coverage Document at the Member Property or within five miles of it, the period of liability starts at the time of physical damage, not to exceed the time limits provision in Limits of Liability.

B. The period of liability does not include any additional time due to the Member's inability to resume operations for any reason, including:

1) Making changes to equipment;

2) Making changes to the buildings or structures, except as provided in the Increased Cost of Construction provisions; or

3) Restaffing or retraining employees.

If two or more periods of liability apply, the periods will not be cumulative.

5. TIME ELEMENT EXCLUSIONS

In addition to exclusions elsewhere in this Coverage Document, the following exclusions apply to time element loss:

This Coverage Document does not cover:

A. Any loss during an idle period, including when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:

1) Physical loss or damage not covered by this Coverage Document on or off of Covered

Property;

2) Planned or rescheduled shutdown;

3) Strikes or other work stoppage; or

4) Any other reason other than physical loss or damage covered by this Coverage Document.

B. Any increase in loss due to:

1) Suspension, cancellation or lapse of any lease, contract, license or orders;

2) Fines or damages for breach of contract or for late or non-completion of orders;

3) Penalties of any nature; or

4) Any other consequential or remote loss.

C. Any loss resulting from loss or damage to finished goods manufactured by the Member, nor the time required for their reproduction.

COVERAGE C: EQUIPMENT BREAKDOWN

1. LIMIT OF LIABILITY

The most the Pool will pay for any and all coverages for loss or damage from any One Breakdown is the limit shown for Equipment Breakdown in Section IV - Limits of Liability provision section.

2. EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS

The limits for coverage extensions are part of, not in addition to, the limit of liability for Equipment Breakdown shown in the Limits of Liability provision section.

A. Spoilage

1) This Coverage Document covers the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:

a. The raw materials, property in process or finished products must be in storage or in the course of being manufactured;

b. The Member must own or be legally liable under written contract for the raw materials, property in process or finished products; and

c. The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.

2) The Coverage Document also covers any necessary expenses the Member incurs to reduce the amount of loss under this coverage, not to exceed the amount of loss that otherwise would have been payable under the Coverage Document.

B. Service Interruption
This Coverage Document covers loss resulting from the interruption of utility services provided all of the following conditions are met:

1) The interruption is the direct result of a Breakdown to Covered Equipment owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which the Member receives;

2) The Covered Equipment is used to supply electricity, telecommunication services, air conditioning, heating, gas, fuel, sewer, water, refrigeration or steam to the Member premises; and

3) The Period of Service Interruption lasts at least the consecutive period of time shown in the Waiting Period provision of Section IV. Once this Waiting Period is met, coverage will begin at the initial time of the interruption and is subject to all applicable deductibles.

C. Business Income
1) This Coverage Document covers the Member's actual loss of business income, as laid out in Section I, Coverage B.2.A Business Income Time Element Coverage, that results directly from the necessary total or partial interruption of the Member business caused by a Breakdown.

2) This Coverage Document also covers any necessary expenses the Member incurs to reduce the amount of loss under this coverage not to exceed the amount of loss that otherwise would have been payable under the Coverage Document.

3) The Pool will consider the actual experience of the Member's business before the loss or damage and the probable experience the Member would have had without the loss or damage in determining the amount of its payment.

4) This coverage continues until the date the damaged property is repaired or replaced.

D. Expediting Expense
This Coverage Document covers the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to Covered Equipment and to expedite the permanent repair or replacement of such damaged property caused by a Breakdown.

This coverage extension does not cover costs:

1) Recoverable elsewhere in this Coverage Document; or

2) Of permanent repair or replacement of damaged property.

E. Hazardous Substance
This Coverage Document will cover any Additional Expenses incurred by the Member for the clean-up, repair or replacement or disposal of covered equipment that is damaged, contaminated or polluted by a hazardous substance caused by a Breakdown.

As used here, Additional Expenses mean the additional cost incurred over and above the amount that the Pool would have paid had no hazardous substance been involved with the loss.

F. Ammonia Contamination
This Coverage Document will cover the spoilage to covered equipment contaminated by ammonia, including any salvage expense caused by a Breakdown.

G. Water Damage
This Coverage Document will cover the damage to Covered Equipment by water including any salvage expenses caused by a Breakdown, except no coverage applies to damage resulting from leakage of a sprinkler system or domestic water piping.

H. Consequential Loss
This Coverage Document covers the reduction in the value of undamaged Stock parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

I. Electronic Data & Media
This Coverage Document covers the Member cost to research, replace or restore damaged Electronic Data and Media including the cost to reprogram instructions used in any Computer Equipment if the loss is caused by a Breakdown.

J. CFC Refrigerants
This Coverage Document covers the additional cost to repair or replace covered equipment because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a Breakdown. This means the additional expense to do the least expensive of the following:

1) Repair the damaged property and replace any lost CFC refrigerant;

2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or

3) Replace the system with one using a non-CFC refrigerant.

K. Computer Equipment
This Coverage Document covers for direct damage to Computer Equipment that is damaged by a Breakdown to the equipment.

3. DEFINITIONS RELATING ONLY TO THIS SECTION

A. Breakdown means the direct physical loss, unless the loss or damage is otherwise excluded in the Coverage Document, resulting from one or more of the following causes of damage to Covered Equipment that necessitates its repair or replacement:

1) Failure of pressure or vacuum equipment;

2) Mechanical failure including rupture or bursting caused by centrifugal force;

3) Electrical failure including arcing;

4) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;

5) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

6) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

Breakdown excludes:

1) Malfunction including adjustment, alignment, calibration, cleaning or modification;

2) Defects, erasures, errors, limitations or viruses in Computer Equipment and programs including the inability to recognize and process any date or time or provide instructions to Covered Equipment;

3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

4) Damage to any vacuum tube, gas tube, or brush;

5) Damage to any structure or foundation supporting the Covered Equipment or any of its parts;

6) The functioning of any safety or protective device; or

7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

B. Covered Equipment means:

1) Covered Property which, during normal usage, operates under internal pressure or vacuum other than weight of contents; and

2) Electrical or mechanical Covered Property that generates, transmits or utilizes energy, including communication equipment and Computer Equipment.

Covered Equipment excludes:

1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

2) Insulating or refractory material, except the glass lining of any Covered Equipment;

3) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers code or another appropriate and approved code;

4) Catalyst;

5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

6) Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube or well casing;

7) Vehicle, aircraft, self-propelled equipment or floating vessel, including any Covered Equipment that is mounted upon or used solely with any one or more vehicle, aircraft, self-propelled equipment or floating vessel;

8) Dragline, excavation, or construction equipment, including any Covered Equipment that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

9) Felt, wire screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

10) Equipment or any part of such equipment manufactured by the Member for sale; and

11) Power and gas generation utility equipment.

C. Computer Equipment means Covered Property that is electronic computer or other electronic Data processing equipment, including Media and peripherals used in conjunction with such equipment.

D. Hazardous Substance means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

E. One Breakdown means all Breakdowns at any one premise that manifest themselves at the same time and are the direct result of the same cause. If an initial Breakdown causes other Breakdowns, all such Breakdowns will be considered One Breakdown.

F. Stock means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

COVERAGE D: CRIME COVERAGE

Terms, conditions and definitions below may vary from the terms, conditions and definitions set forth elsewhere in this Coverage Document. To the extent terms and definitions between this Section I, Coverage D Crime Coverage and another provision of this Coverage Document conflict, for purposes of an act, event, or series of acts or events triggering Crime Coverage, the terms and definitions under Section I, Coverage D Crime Coverage, control.

1. CRIME GENERAL PROVISIONS

A. Definitions

1) Employee means:

a. An appointed or elected official of a Member;

b. Any natural person:

(i) While in the Member's service (and for 30 days after termination of service); and

(ii) Whom the Member compensates directly by salary, wages or commissions; and

(iii) Whom the Member has the right to direct and control while performing services for the Member; or

c. Any natural person employed by an employment contractor while that person is subject to the Member's direction and control and performing services for the Member excluding, however, any such person while having care and custody of property outside the premises.

d. Volunteers, but only while performing duties related to the conduct of the Member's business.

But Employee does not mean any:

a. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

b. Trustee except while performing acts coming within the scope of the usual duties of an Employee.

2) Employee Dishonesty means only dishonest acts committed by an Employee, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

a. Cause the Member to sustain loss; and also

b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other Employee benefits earned in the normal cause of employment) for the Employee or any person or organization other than the employing political subdivisions, intended by the Employee to receive that benefit.

3) Money means:

   a. Currency, coins and bank notes in current use and having a face value; and

   b. Travelers checks, register checks and Money orders held for sale to the public.

4) Property Other Than Money and Securities means any tangible property that has intrinsic value and does not meet the definitions of Money or Securities of this section, other than property listed in any coverage as Property Not Covered.

5) Securities means negotiable and non-negotiable instruments or contracts representing either Money or other property and includes:

   a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

   b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the Member; but does not include Money.

B. General Exclusions
In addition to exclusions set forth in other sections of this Coverage Document, the Pool will not pay for loss as specified below:

1) Indirect Loss: Loss that is an indirect result of any act or Occurrence covered by this Coverage Document including, but not limited to, loss resulting from:

   a. The Member's inability to realize income that the Member would have realized had there been no loss of, or loss from damage to, Covered Property.

   b. Payment of damages of any type for which the Member is legally liable.

   c. Payment of costs, fees or other expenses the Member incurs in establishing either the existence or the amount of loss hereunder.

2) Legal Expenses: Expenses related to any legal action.

C. General Crime Conditions

1) Consolidation - Merger: If any additional persons become Employees after the inception date of this Coverage Document, any coverage afforded for Employees also applies to those additional Employees.

2) Discovery Period for Loss: The Pool will pay only for covered loss discovered no later than one year from the end of the policy period.

3) Cancellation: If this Coverage Document or any of its coverages are cancelled or terminated as to any Member, loss sustained by that Member is covered only if discovered no later than one year from the date of that cancellation or termination.

4) Other Coverage, Bonds or Insurance
This coverage does not apply to loss recoverable or recovered under other coverage, bonds, insurance or indemnity. However, if the limit of the other coverage, bonds, insurance or indemnity is insufficient to cover the entire amount of the loss, this coverage will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other coverage, bonds, insurance or indemnity, but not for more than the limits of liability.

5) Recoveries

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered hereunder will be distributed as follows:

(i) To the Member, until the Member is reimbursed for any loss that the Member sustains that exceeds the limits of liability and the deductible amount, if any;

(ii) Then to the Pool, until the Pool is reimbursed for the settlement made;

(iii) Then to the Member, until the Member is reimbursed for that part of the loss equal to the deductible amount, if any.

b. Recoveries do not include any recovery;

(i) From insurance, suretyship, reinsurance, security or indemnity taken for the Pool's benefit; or

(ii) Of original Securities after duplicates of them have been issued.

6) Valuation – Settlement

a. Subject to the applicable Limits of Liability provision, the Pool will pay for:

(i) Loss of Money but only up to and including its face value. The Pool may, at the Pool's option, pay for loss of Money issued by any country other than the United States of America:

(a) At face value in the Money issued by that country; or

(b) In the United States of America dollar equivalent on the day the loss was discovered.

(ii) Loss of Securities but only up to and including their value at the close of business on the day the loss was discovered. The Pool may, at the Pool's option:

(a) Pay the value of such Securities or replace them in kind, in which event the Member must assign to the Pool all the Member's rights, title and interest in and to those Securities;

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the Securities. However, the Pool will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

1. Value of the Securities at the close of business on the day the loss was discovered; or

2. Limit of liability.

2. COVERAGE PROVIDED

A. Employee Dishonesty Coverage

The Pool will pay for loss of and loss from damage to Covered Property resulting directly from the Covered Cause of Loss.

1) Covered Property: Money, Securities, and Property Other Than Money and Securities.

2) Covered Cause of Loss:

a. Employee Dishonesty

b. Failure of any Employee to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

3) Coverage Extension and Limitation

Employees Temporarily Outside Coverage Territory: The Pool will pay for loss caused by any Employee while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

4) Additional Exclusions, Conditions, and Definitions:

In addition, this Employee Dishonesty Coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss or damages as specified below:

(i) Employee Cancelled Under Prior Coverage or Insurance: loss caused by any Employee for whom similar prior coverage or insurance has been cancelled and not reinstated since the last such cancellation.

(ii) Inventory Shortages: loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(a) An inventory computation; or

(b) A profit and loss computation.

(iiii) Depository Failure: Loss resulting from the failure of any entity acting as a depository for the Member's property or property for which the Member is responsible.

b. Additional Conditions:

(i) The Member must give the Pool notice as soon as possible of any loss of the type covered under this Coverage even if it falls entirely within the deductible amount.

(ii) Cancellation As To Any Employee:

This coverage is cancelled as to any Employee:

(a) Immediately upon discovery by the Member or any official or Employee authorized to manage, govern or control the Member's Employees, of any act on the part of an Employee whether before or after becoming employed by the Member which would constitute a loss covered under the terms of this coverage; or

(b) On the date specified in a notice mailed to the Member. That date will be at least 60 days after the date of mailing.

The mailing of notice to the Member at the last mailing address known to the Pool will be sufficient proof of notice. Delivery of notice is the same as mailing.

(iii) Sole Benefit: This coverage is for the Member's sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than the Member.

(iv) Indemnification: The Pool will indemnify any of the Member's officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

c. Additional Definitions
(i) Occurrence means all loss caused by, or involving, one or more Employees, whether the result of a single act or series of acts.

B. Forgery or Alteration Coverage
The Pool will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1) Covered Instruments means checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in Money that are:

a. Made or drawn by or drawn upon the Member;

b. Made or drawn by one acting as the Member's agent; or

c. That are purported to have been so made or drawn.

2) Covered Causes of Loss: Forgery or alteration of, on or in any Covered Instrument.

3) Coverage Extension
Legal Expenses: If the Member is sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and the Member has the Pool's written consent to defend against the suit, the Pool will reimburse the Member for any reasonable and necessary legal expenses that the Member incurs in the defense of that claim. The amount the Pool will pay under this extension is subject to the applicable sublimit for Crime – Forgery or Alteration Coverage.

4) Deductible
The Pool will not pay for loss in any one Occurrence unless the amount of loss exceeds the deductible amount shown in the CCD. The Pool will then pay the amount of loss in excess of the deductible amount, up to the limits of liability. This provision does not apply to legal expenses paid under the coverage extension.

5) Additional Exclusions, Conditions and Definitions
In addition to the provisions in the Crime General Provisions, this coverage is also subject to the following:

a. Additional Exclusion
Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives

(i) Whether acting alone or in collusion with other persons; or

(ii) Whether while performing services for the Member or otherwise.

b. Additional Conditions

(i) Facsimile Signatures: The Pool will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

(ii) General Amendment: As respects this coverage, the words Covered Property in the Crime General Provisions means Covered Instruments.

(iii) Proof of Loss: The Member must include with the Member's proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

(iv) Territory: The Pool will cover loss the Member sustains anywhere in the world. The Territory General Condition does not apply to this forgery or alteration coverage.

c. Additional Definition
Occurrence means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

C. Theft, Disappearance and Destruction Coverage
The Pool will pay for loss of Covered Property resulting directly from the Covered Causes of Loss.

1) Inside the Premises
a. Covered Property: Money and Securities inside the Premises or a Banking Premises

b. Covered Causes of Loss: Theft, disappearance, destruction

c. Coverage Extensions

(i) Containers of Covered Property: The Pool will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the Premises resulting directly from an actual or attempted theft of or unlawful entry into those containers.

(ii) Premises Damage: The Pool will pay for loss from damage to the Premises or its exterior resulting directly from an actual or attempted Theft of Covered Property if the Member is the owner of the Premises or is liable for damage to it.

2) Outside the Premises
a. Covered Property: Money and Securities outside the Premises in the care and custody of a Messenger.

b. Covered Causes of Loss: Theft, disappearance, and destruction.

3) Coverage Extension
Conveyance of Property by Armored Motor Vehicle Company: The Pool will pay for loss of Covered Property resulting directly from the covered causes of loss while outside the Premises in the care and custody of an armored motor vehicle company.

But, the Pool will pay only for the amount of loss that the Member cannot recover:

a. Under the Member's contract with the armored motor vehicle company; and

b. From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

4) Additional Exclusions, Conditions and Definitions
In addition to the provisions in the Crime General Provisions, this Theft, Disappearance and Destruction coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Loss resulting from accounting or arithmetical errors or omissions.

(ii) Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives;

(a) Acting alone or in collusion with other persons; or

(b) While performing services for the Member or otherwise.

(iii) Loss resulting from the giving or surrendering of property in any exchange or purchase.

(iv) Loss from damage to the Premises resulting from fire, however caused.

(v) Loss of property contained in any Money operated device unless the amount of Money deposited in it is recorded by a continuous recording instrument in the device.

(vi) Loss of property after it has been transferred or surrendered to a person or place outside the Premises or Banking remises:

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat to do bodily harm to any person or damage to any property.

But, this exclusion does not apply to loss of Covered Property while outside the Premises or Banking Premises in the care and custody of a Messenger if the Member had no knowledge of any threat at the time the conveyance began; or had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(vii) Loss from damage to the Premises or its exterior or to containers of Covered Property by vandalism or malicious mischief.

(viii) Loss resulting from the Member, or anyone acting on the Member's express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition
Duties in the Event of Loss: If the Member has reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

c. Additional Definitions

(i) Banking Premises means the interior of that portion of any building occupied by a banking institution or similar safe depository.

(ii) Messenger means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) Occurrence means an act or series of related acts involving one or more persons; or, an act, event, or a series of related acts or events not involving any person.

(iv) Premises means the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) Theft means any act of stealing.

D. Robbery and Safe Burglary Coverage
The Pool will pay for loss of, and loss from damage to, Covered Property resulting directly from the covered causes of loss.

1) Inside the Premises
a. Robbery of a Custodian

(i) Covered Property: Property Other Than Money and Securities inside the Premises in the care and custody of a Custodian.

(ii) Property not Covered: Motor vehicles, trailers, or semi-trailers or equipment and accessories attached to them.

But, the Pool will pay only for the amount of loss the Member cannot recover:

(i) Under the Member's contract with an armored motor vehicle company or other commercial carrier; and

(ii) From any insurance or indemnity carried by, or for the benefit of customers of the armored motor vehicle company.

2) Additional Exclusions, Conditions and Definitions: In addition, this robbery and safe burglary coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives, whether acting alone or in collusion with other persons, or while performing services for the Member or otherwise.

(ii) Loss resulting from fire, however caused, except loss from damage to a safe or a vault.

(iii) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the Premises on the basis of unauthorized instructions or as a result of threat to do bodily harm to any person or damage to any property.

But, this exclusion does not apply to loss of Covered Property while outside the Premises in the care and custody of a Messenger if the Member had no knowledge of any threat at the time the conveyance began; or, had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(iv) Loss from damage to any property by vandalism or malicious mischief.

b. Additional Conditions

(i) Duties in the Events of Loss: If the Member has reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

(ii) Special Limit of Coverage for Specified Property: The Pool will only pay up to $1,000 for any one Occurrence of loss of, and loss from damage to:

(a) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(b) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

c. Additional Definitions

(i) Custodian means the Member or any Employee while having care and custody of the property inside the Premises, excluding any person while acting as a Watchperson or janitor.

(ii) Messenger means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) Occurrence means an act or series of related acts involving one or more persons or an act or event, or a series of related acts or events not involving any person.

(iv) Premises mean the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) Robbery means the taking of property from the care and custody of a person by one who has:

(a) Caused or threatened to cause that person bodily harm; or

(b) Committed an obviously unlawful act witnessed by that person.

(vi) Safe Burglary means the taking of:

(a) Property from within a locked safe or vault by a person unlawfully entering the

safe or vault as evidenced by marks of forcible entry upon its exterior, and

(b) A safe or vault from inside the Premises.

(vii) Watchperson means any person the Member retains specifically to have care and custody of property inside the Premises and who has no other duties.

E. Money Orders and Counterfeit Paper Currency Coverage

1) Coverage
The Pool will pay for loss due to the acquisition of Covered Property resulting directly from the covered cause of loss.

a. Covered Property:

(i) Money orders, including counterfeit Money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank; and

(ii) Counterfeit United States or Canadian paper currency.

b. Covered Cause of Loss
Acceptance in good faith, in exchange for merchandise, Money or services, of:

(i) Any money order that is not paid upon presentation; and

(ii) Counterfeit United States or Canadian paper currency;

that is acquired during the regular course of business.

2) Additional Exclusions, Conditions and Definitions
In addition to the provision in the Crime General Provisions, this coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Acts of Employees, Directors, Trustees or Representatives
Loss resulting from any dishonest or criminal act committed by any of your Employees, directors, trustees or authorized representatives:

(a) Acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise.

(ii) Exchanges or Purchases
Loss resulting from the giving or surrendering of property in any exchange or purchase.

(iii) Voluntary Parting of Title or Possession of Property
Loss resulting from your, or anyone acting on your express or implied authority,

being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition
Duties In The Event of Loss: If you have any reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the law enforcement.

c. Additional Definition
Occurrence means an:

(i) Act or series of related acts involving one or more persons: or

(ii) Act or event, or series of related acts or events not involving any person.

SECTION II – LOSS ADJUSTMENT AND SETTLEMENT

1. LOSS ADJUSTMENT/PAYABLE
Loss, if any, will be adjusted with and payable to the Member or as may be directed by the Member. In the event payment is made to a party other than a Member, such payment will satisfy the Member's claims against us for that loss. Additional covered interests, including lenders, mortgagees, and/or loss payees, will also be included in loss payment if endorsed on the Coverage Document.

2. CURRENCY FOR LOSS PAYMENT
Losses will be adjusted and paid in the currency of the United States of America.

3. VALUATION
Adjustment of the physical damage loss amount under this Coverage Document will be computed as of the date of loss at the Covered Property, and for no more than the interest of the Member, subject to the following:

A. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.

B. On finished goods manufactured by the Member, the regular cash selling price at the Covered Property where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.

C. On raw materials, supplies and other merchandise not manufactured by the Member:

1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or

2) If not repaired or replaced, the Actual Cash Value.

D. On property covered under Deferred Payments, the lesser of the:

1) Total amount of unpaid installments less finance charges;

2) Actual Cash Value of the property at the time of loss; or

3) Cost to repair or replace with material of like size, kind and quality.

E. On Fine Arts articles, the lesser of:

1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;

2) Cost to replace the article; or

3) Current market value at the time of the loss not to exceed value scheduled.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Pool will be liable for the lesser of the full value of the pair or set or the amount designated on the schedule. The Member agrees to surrender the pair or set to the Pool.

F. On Valuable Papers & Records and Electronic Data & Media:

On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

1) The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer; or

2) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

G. On all other Valuable Papers & Records and EDP Data & Media, the lesser of:

1) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss; or

2) The cost to replace the item.

H. On Mobile Equipment and watercraft (including trailer), the lesser of the following at the time of the loss:

1) The cost to repair;

2) The cost to replace the property with new Mobile Equipment or watercraft of like kind and quality at the time of loss, if less than or equal to two years from December 31 of model year.

3) The cost to replace the property with equipment of like kind and quality, with proper deduction for obsolescence and physical depreciation, if more than two years of manufacturer's model year, but not more than the amount scheduled;

4) If not repaired or replaced, the Actual Cash Value; or

5) The scheduled value.

The cost to repair or replace a trailer that is attached to a covered watercraft will not exceed $1,500.

I. On Historical Property, valuation will be based upon the following requirements:

1) The Member shall provide written notice to the Pool, which specifically identifies where the Historical Property is located, when it was built, its total square footage with an attached appraisal based upon the Historical Reconstruction Cost that was conducted within five years of the effective date of this Coverage Document.

2) At the time of loss, the basis of valuation for Historical Property, when the Member has not complied, will be replacement cost. Where the Member has complied with the requirements, the basis of valuation will be Historical Reconstruction Cost or, if not replaced, at Actual Cash Value.

Historical Property means Member Property buildings or structures designated as a historic building or structure by a governmental or other authority having jurisdiction to do so, or any building or structure entered in the *National Landmark Register of Historic Places* or other recognized registering entity as an historic place.

J. On Covered Property in transit:

1) Property shipped to or for the account of the Member will be valued at actual invoice to the Member, plus accrued costs and charges legally due and the Member commission as selling agent.

2) Property sold by the Member and shipped to or for the purchaser's account will be valued at the Member selling invoice amount plus prepaid or advanced freight costs.

3) Property not under invoice will be valued at the actual cash market value at the destination point on the date of Occurrence, less any charges saved that would have become due and payable upon arrival at destination.

K. On Vacant Covered Property:

1) If the building or leased premises has been Vacant for a period of more than 90 consecutive days before the loss or damage occurs, the Pool will not pay for any loss or damage caused by any of the following:

a. Vandalism
b. Sprinkler leakage
c. Building glass breakage
d. Water damage
e. Theft, or attempted theft

2) With respect to direct physical loss or damage, other than from causes listed in 1) a. through 1) e. above, and not otherwise excluded by this policy, the amount the Pool will pay for the loss or damage to Vacant Covered Property is limited to Actual Cash Value.

L. On all other Covered Property, the loss amount will not exceed the lesser of:

1) The cost to repair;

2) The Reproduction Cost;

3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;

4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;

5) The cost to replace unrepairable electrical or mechanical equipment, including Computer Equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages or represents an improvement in function and/or forms part of a program of system enhancement;

6) The increased cost of demolition, if any, resulting from loss covered by this Coverage Document, if the property is scheduled for demolition;

7) The unamortized value of improvements and betterments, if the property is not repaired or replaced at the Member's expense; or

8) The Actual Cash Value if the property is:

a. Useless to the Member; or

b. Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.

The Member may elect not to repair or replace the Member's Covered Property that is lost, damaged or destroyed. If the Covered Property is determined to be a total loss, the Member may elect loss settlement on the lesser of repair or replacement cost basis if the proceeds of the loss settlement are expended on other capital expenditures related to the Member's operations within two years from the date of loss. As a condition of collecting under this provision, expenditure must be unplanned as of the date of loss and must be made at Covered Property under this Coverage Document.

This provision does not extend to increased cost of construction.

4. LOSS CONDITIONS

A. Requirements in Case of Loss
The Member must:

1) Give written notice to the Pool of any loss as soon as practicable. This Coverage Document does not cover loss or damage that the Member fails to report to the Pool no later than two years after the date of loss;

2) Protect the property from further loss or damage;

3) Promptly separate the damaged and undamaged property; put it in the best possible order, and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, Actual Cash Value, replacement value and amount of loss claimed;

4) Give a signed and sworn proof of loss to the Pool within 90 days after the loss, unless that time is extended in writing by the Pool, stating the knowledge and belief of the Member as to:

a. The time and origin of the loss;

b. The Member interest and that of all others in the property;

c. The Actual Cash Value and replacement value of each item and the amount of loss to each item, all encumbrances, and all other contracts of coverage, whether valid or not, covering any of the property;

d. Any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Coverage Document; and

e. By whom and for what purpose Covered Property involved in the loss was occupied on the date of loss, and whether or not it then stood on leased ground;

6) Include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged; and

7) As often as may be reasonably required by the Pool:

a. Exhibit to any person designated by the Pool all that remains of any property;

b. Submit to examinations under oath by any person designated by the Pool and sign the written records of examinations; and

c. Produce for examination at the request of the Pool at such reasonable times and places that may be designated by the Pool or its representative and permit extracts and machine copies to be made:

(i) All books of accounts, business records, bills, invoices and other vouchers; or

(ii) Certified copies if originals are lost.

B. Pool Option
The Pool has the option to take all or any part of damaged personal property at the agreed or appraised value. The Pool must give notice to the Member of its intention to do so not later than 30 days after receipt of proof of loss.

C. Abandonment
The Member may not abandon any property to the Pool.

D. Subrogation
The Member is required to cooperate in any subrogation proceedings. The Pool may require from the Member an assignment or other transfer of all rights of recovery against any party for loss to the extent of the Pool payment.

Any recovery from subrogation proceedings, less costs incurred by the Pool in such proceedings, will be payable to the Member in the proportion that the amount of any applicable deductible bears to the entire covered loss amount.

E. Appraisal
The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered. If the Member and the Pool fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser, but only after:

1) The Member has fully complied with all provisions of this Coverage Document, including Requirements In Case of Loss; and

2) The Pool has received a signed and sworn proof of loss from the Member.

Each will notify the other of the appraiser selected within 30 days of the demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days after their selection, the Member shall choose within 30 days from written notification of three competent and disinterested umpires provided by the Pool. The appraisers will then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the Covered Property and will state separately the Actual Cash Value and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for time element loss, the amount of loss for each time element coverage of this Coverage Document.

If the appraisers fail to agree, they will submit their differences to the umpire. The umpire will review the appraisals prepared by the appraisers selected by the Member and the Pool and will inspect the property prior to preparing his appraisal. The appraisers for the Member and the Pool will be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the

appraisers, the umpire will identify each item of physical loss or damage and shall appraise the amount of the loss for each item. The umpire's appraisal will include a detailed breakdown of the costs necessary to repair or replace the item and state separately the Actual Cash Value and replacement cost value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the Coverage Document, and may be reduced by the application of a deductible.

The Member and the Pool will each:

1) Pay its chosen appraiser; and

2) Bear equally the other expenses of the appraisal and umpire.

A demand for appraisal does not relieve the Member of its continuing obligation to comply with the terms and conditions of this Coverage Document, including the Requirements In Case of Loss.

The Pool does not waive any of its rights by any act relating to appraisal. If there is an appraisal, the Pool still retains its right to deny coverage for the claim.

5. SETTLEMENT OF CLAIMS

The amount of loss, except for accounts receivable coverage, for which the Pool may be liable will be paid after:

A. Proof of loss is received by the Pool; and

B. When a resolution of the amount of loss is made either by:

1) Written agreement between the Member and the Pool; or

2) The filing with the Pool of an award as provided in the Appraisal provisions of this section.

6. COLLECTION FROM OTHERS

The Pool will not be liable for any loss to the extent that the Member has collected such loss from others.

7. PARTIAL PAYMENT OF LOSS SETTLEMENT

If a loss occurs that the Pool has determined is a covered loss or damage under this Coverage Document in excess of the applicable Coverage Document deductible, the Pool will advance mutually agreed upon partial payment to the Member for the covered loss or damage, subject to the Coverage Document's provisions. To obtain partial payments, the Member must still fully comply with all provisions of this Coverage Document, including the Requirements in Case of Loss of this section.

8. RIGHT TO MAKE ONLY REIMBURSEMENT PAYMENTS

In the event that wind or hail results in covered direct physical loss or damage to a roof, we reserve the right not to issue an Actual Cash Value claim payment and instead to make reimbursement payments only upon receiving reasonable proof that the work necessary to repair or replace the roof has been completed and the actual cost of such work has been incurred by the

Member. Solely at the Pool's discretion, the Pool may make partial advance payments for purposes of facilitating completion of the work.

SECTION III – DEFINITIONS

A. Actual Cash Value means the amount it would cost to repair or replace Covered Property on the date of loss, with material of like kind and quality, and with proper deduction for obsolescence and physical depreciation including but not limited to materials and labor. Actual Cash Value is computed by subtracting the depreciated value of the lost or damaged Covered Property from the actual replacement cost, using material of like kind and quality, of the Covered Property at the time of loss.

B. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   1) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   2) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

   3) The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

C. Contribution means the amount paid by the Member to the Pool for this coverage.

D. Contribution & Coverage Declarations (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

E. Convective Storm means any one atmospheric disturbance or series of related atmospheric disturbances characterized by convective activity, including but not limited to thunderstorm, squall line, derecho, tornado, funnel cloud, downburst, microburst, straight-line wind, and lightning, that either (1) produces wind speeds of greater than 58 miles per hour; or (2) produces hail. If the National Weather Service has made a valid determination of wind speed for a potential Convective Storm, that determination shall be conclusive.

   However, resulting loss from fire, lightning or sprinkler leakage will not be considered to be loss by Convective Storm within the terms and conditions of this document.

   Further, Convective Storm does not mean or include any loss defined as Flood or Named Storm within the terms and conditions of this document.

F. Coverage Document means the Texas Association of Counties Risk Management Pool's Property Coverage Document that sets forth in detail the exact coverage provided.

G. Coverage Territory means the United States of America.

H. Earthquake means a shaking or trembling of the earth that is tectonic or seismic in origin.

I. Earth Movement means, regardless of any other cause or event contributing concurrently or in any other sequence of loss, any natural or man-made:
1) Earthquake, including tremors and aftershocks;
2) landslide;
3) subsidence;
4) volcanic eruption; or
5) any earth, sinking, rising, or shifting.

This definition does not include loss or damage caused by or resulting from Flood, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, physical damage by fire, explosion, or sprinkler leakage resulting from Earth Movement will not be considered to be loss by Earth Movement within the terms and conditions of this Coverage Document.

All Earth Movement within a continuous 168-hour period will be considered a single Earth Movement. The Member may elect the moment at which the 168-hour period shall be deemed to be commenced, which shall not be earlier than the time when the first loss occurs to the property.

J. Fine Arts means manuscripts; paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; murals; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, or securities.

K. Flood means a general and temporary condition of partial or complete inundation of normally dry land area from: rising waters, waves, tide, or tidal water; unusual and rapid accumulation or runoff of surface waters from any source; mudslide or mudflow caused by accumulation of water on or under the ground; or the release of water, the rise, overflow, or break of the boundary of a natural or man-made body of water, including spray, excluding physical damage by fire, explosion or sprinkler leakage resulting from Flood.

All flooding within a continuous 168-hour period will be considered a single Flood. The Member may elect the moment at which the 168-hour period shall be deemed to be commenced, which shall not be earlier than the time when the first loss occurs to the property.

L. Fungus means, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including Mold(s), rusts, mildews, smuts and mushrooms;

M. Historical Reconstruction Cost means the reasonable cost to repair, rebuild, or replace the material of like, kind, and quality comparable to those originally used, including the cost of skilled labor and/or authentic materials necessary to restore the property as nearly as possible to its original condition.

N. Member means the political subdivision of the State of Texas that is a current participant in the Pool and designated on the CCD.

O. Mobile Equipment means a motorized vehicle including attachments or implements that is only incidentally operated on a public roadway and is not subject to a motor vehicle insurance law, including road construction and maintenance machinery such as a bulldozer, forklift, loader or grader.

P. Mold(s) means, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce Mold(s).

Q. Named Storm means all loss or damage occurring during a period of 72 consecutive hours that is caused by or results from a storm or weather disturbance that is named as a tropical storm or hurricane by the National Weather Service or any other recognized meteorological authority, including all weather phenomenon associated with or occurring in conjunction with the storm or weather disturbance, such as Flood, Storm Surge, wind driven rain, wind, hail, sleet, tornadoes, or lightning.

R. Occurrence means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Member may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the Covered Property occurs.

S. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, vaccines, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

T. Pool means the Texas Association of Counties Risk Management Pool.

U. Spores means any dormant or reproductive body produced by or arising or emanating out of any Fungus, Mold(s), mildew, plants, organisms or microorganisms.

V. Soft Costs means:
1) Interest expense;
2) General overhead-developer expenses and additional real estate taxes;
3) Legal or professional fees;
4) Marketing expenses and advertising expenses;
5) Debt service payments and insurance premiums;
6) Refinancing charges and bond interest;
7) Founders fees and miscellaneous operating expenses.

W. Special Flood Hazard Area means areas of a Flood Insurance Rate Map which are identified as Zones A, AO, AH, A1 - A30, AE, A99, AR, AR/A, AR/AE, AR/A1 - A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as Special Flood Hazard Areas as specified above, only those Flood Insurance Rate Maps which were in effect at the time of the Flood loss shall apply. Flood Insurance Rate Map means the official map of a

community on which the administrator has designated the special hazards area applicable to the community.

X. Storm Surge means water driven inland from coastal waters by high winds and low atmospheric pressure. Storm Surge shall not be considered Flood.

Y. Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.

Z. Tier One Counties means counties in Named Storm Designated Wind Areas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy (Note: exposures declared by Harris County CSCD are not considered Tier One).

AA. Tier Two Counties means counties in Named Storm Designated Wind Areas: Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jackson, Jasper, Jim Wells, Liberty, Live Oak, Orange, Victoria, and Wharton.

BB. Vacant means a building where: (1) less than 10% of the total square footage owned, rented, or leased by the Member contains adequate contents to perform customary operations, excluding common areas such as lobbies and garages; or (2) the Member does not keep the building secure and maintain existing utilities and fire protection for the building. Buildings under active construction or renovation shall not be considered Vacant.

CC. Unmanned Aircraft System means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an Unmanned Aircraft System. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

DD. Waiting Period means the time period where the Pool shall have no liability for the time element loss when the period of recovery applicable to all time element loss is equal to or less than such time period. If, however, the period of recovery exceeds such time period then the Pool's liability for the time element loss shall otherwise apply and the period of recovery shall be measured from the inception of the Occurrence for which loss is being claimed. The applicable deductible shall then apply.

SECTION IV – LIMITS OF LIABILITY

1. LIMITS OF LIABILITY

The Pool's maximum limit of liability in a single Occurrence regardless of the number of Covered Properties or coverages involved will not exceed the total covered value limit indicated on the CCD or any amended coverage schedules.

In the event of loss, the limits of liability shall be limited to the least of the following:

1. The actual adjusted amount of loss, less applicable deductible(s); or

2. 125% of the real and personal property values combined, inclusive of property in the open, for each reported Member Property. However, this limitation shall not apply to coverages provided within this document as respects to Property and Time Element coverage extensions where values for such are not reportable including, but not limited to, Demolition and Increased Cost of Construction, Debris Removal, Accounts Receivable, Valuable Papers and Records, Decontamination Expense and Extra Expense, et al., and as further described within this document.

The terms and conditions in this document, including the stated Sublimits, constitute the program as a whole for the Member. The Sublimits are a part of, and do not increase, any limits of liability of the program.

When a Sublimit is shown as applying as an annual aggregate limit provided below, the Pool's maximum limit of liability will not exceed that limit for all covered losses that occur during the Coverage Document period regardless of the number of Covered Properties and coverages involved.

Any Sublimit for Earth Movement due to Earthquake, Flood, or Named Storm is the maximum amount potentially recoverable for all covered loss, damage, expense or time element loss relating to such an Occurrence.

The following Sublimits apply on a per Occurrence basis, unless otherwise stated on the CCD. Any Sublimit shown as an annual aggregate applies per Occurrence and to all losses for that peril/coverage in the aggregate during the coverage period.

Coverage	Sublimit
Accounts Receivable	$2,500,000
Aesthetic Impairment	$500,000
Automatic Coverage Newly Acquired Property Rental Mobile Equipment- any one piece	 $5,000,000 $100,000
Claim Preparation Fees and Expenses	Lesser of 10% of property damage loss or $250,000
Contingent Business Income and Extra Expense	$250,000
Contingent Tax Revenue Interruption	$100,000
Crime Employee Dishonesty Forgery or Alteration	$250,000 per Occurrence Included Included

Theft, Disappearance and Destruction Robbery and Safe Burglary Money Orders and Counterfeit Paper Currency	Included Included Included
Debris Removal	Greater of 25% of property damage loss or $2,500,000
Decontamination Costs	$500,000
Deferred Payments	$100,000
Earth Movement due to Earthquake	$10,000,000 annual aggregate
EDP Data & Media	$2,500,000
Equipment Breakdown, including Spoilage Service Interruption Business Income & Extra Expense Expediting Expense Hazardous Substance Ammonia Contamination Data & Media CFC Refrigerants Computer Equipment Water Damage Consequential Loss	$50,000,000 $500,000 $2,500,000 $1,000,000 $500,000 $1,000,000 $500,000 $1,000,000 $100,000 $50,000,000 $50,000 $50,000
Errors and Omissions	$2,500,000
Evacuation Expense	$250,000
Expediting Expense	$1,000,000
Extended Period of Indemnity	$1,000,000
Fine Arts	$2,500,000; subject to $250,000 per item unless scheduled
Flood – as respects Member Property situated wholly or partially within Special Flood Hazard Areas	$2,500,000 annual aggregate
Flood – Except Special Flood Hazard Areas	$10,000,000 annual aggregate
Flood – as respects structures located wholly or partially within Special Flood Hazard Areas that are ineligible property under the National Flood Insurance Program	$100,000
Golf Course Greens and Tees- resulting from a Named Peril	$1,000,000
Increased Cost of Construction	$2,000,000
Land and Water Contaminant or Pollutant Cleanup and Removal	$100,000 subject to $500,000 annual aggregate
Landscape Improvements- resulting from a Named Peril	$100,000 subject to $15,000 for any one tree or shrub
Law Enforcement Dogs and Horses	$30,000 per Animal
Miscellaneous Unnamed Property	$2,500,000
Mobile Equipment	As scheduled
Mold Resulting From a Named Peril	$1,000,000

Named Storm	Total Covered Value; not to exceed $50,000,000
Personal Property of Officials and Employees	$10,000
Personal Property of Others: not subject to deductible	$2,500
Property in the Course of Construction and Soft Costs	$2,500,000
Valuable Papers, Records	$2,500,000
Time Element	
Business Income and Extra Expense	$10,000,000
Ingress/Egress	$2,500,000
Interruption by Civil Authority	$2,500,000
Leasehold Interest	$2,500,000
Loss of Rents	$500,000
Property Damage and Time Element combined	
Service Interruption	$2,500,000
Transit per conveyance	$2,500,000
Unmanned Aircraft Systems, including attached equipment	Not to exceed $100,000 unless scheduled
Unscheduled Airport Runways	$250,000
Unscheduled Mobile Equipment Attachments	$10,000
Unscheduled Piers, Docks, Pilings, Bulkheads, and Wharves	$250,000
Unscheduled Watercraft	$500,000
Upgrade to Green	$100,000

Time Limits

In addition to the time limits shown elsewhere in this Coverage Document, the following apply:

Automatic Coverage	120 Day Period
Automatic Coverage - Rental Mobile Equipment	120 Day Period
Automatic Coverage - Mobile Equipment	30 Day Period
Extended Period of Indemnity	180 Day Period
Ingress/Egress	30 Day Period
Interruption by Civil Authority	30 Day Period

Waiting Period

There is a 24-hour Waiting Period before service interruption, civil authority and ingress/egress coverage will be applicable.

2. MAXIMUM AMOUNT PAYABLE

The limit of liability shown on the CCD or in this Coverage Document, or endorsed onto this Coverage Document, is the total limit of the Pool's liability applicable to each Occurrence. The Pool's liability will never exceed the applicable limit of liability or aggregate limit of liability regardless of the number of Covered Properties involved. In the event of a covered loss, the

Pool's liability is limited to the lesser of the following:

A. The actual adjusted amount of loss, less applicable deductible; or

B. The limit of liability or aggregate limit of liability shown on the CCD or in this Coverage Document or endorsed onto this Coverage Document.

3. VALUE REPORTING PROVISIONS

The Member is required to provide the Pool 100% replacement cost values of Member Property at the beginning of the Coverage Document period unless otherwise noted. The Member is not required to report changes in value for existing Member Property during the Coverage Document period. The Member must report to the Pool all changes in value annually at renewal.

4. DEDUCTIBLES

For a loss covered by this Coverage Document, the Pool will be liable only if the Member sustains a loss in a single Occurrence greater than the applicable deductible specified below, and only for its share of that greater amount. The deductible amount will not reduce the limit of liability.

A. Named Storm:
Property consisting of Mobile Equipment shall not be subject to a minimum deductible for Named Storm in Tier One Counties.

For Member Property wholly or partially situated in Tier One Counties, the Member's deductible resulting from a Named Storm is 3% of the 100% replacement cost value, or 100% Reproduction Cost value if applicable, as of the date of the loss at the Member Property where physical damage occurred and for which the Member is making a claim for loss or damage. If a claim for loss or damage resulting from a Named Storm involves loss or damage at more than one Member Property, the deductible amount will be calculated separately for each Member Property suffering loss or damage and applied separately to the adjusted loss at each Member Property, subject to the minimum deductible of $50,000 for all such loss or damage at all Member Property combined.

As respects to non-Tier One Counties for the peril Named Storm, unless otherwise indicated on the CCD, the deductible of $50,000 or all other perils deductible applies, whichever is greater.

If the Member maintains underlying coverage through the Texas Windstorm Insurance Association (TWIA), it is agreed that the coverage provided by this Coverage Document is excess and excludes the perils of wind and hail to the extent of recovery under the Member's TWIA policy. If the amount of loss payable under the Member's TWIA policy exceeds the applicable Named Storm in Tier One Counties deductible under this Coverage Document, then no deductible shall apply hereunder. However, if the amount to be paid under such TWIA policy is less than the applicable Named Storm in Tier One Counties deductible under this Coverage Document, the Member's deductible will not exceed the difference between the amount to be paid under the Member's TWIA policy and the applicable Named Storm in Tier One Counties deductible under this Coverage Document.

For Member buildings or structures located wholly or partially in a Special Flood Hazard Area, the following separate deductibles apply individually and supersede the Two or More

Deductible provision for the perils of Flood or Storm Surge resulting from a Named Storm.

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for contents at each building or structure.

3) If insurance is otherwise available under the National Flood Insurance Program but the Member Property is a structure similar in character and nature to those structures listed as "ineligible property" under the National Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be $25,000 subject to an amount not to exceed $100,000 per Occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

4) If the community is participating in the Emergency Program under the National Flood Insurance Program, $500,000 as noted within this Section A. (1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section A. (2) is replaced with $100,000.

B. Flood
The Member's deductible for a loss resulting from a Flood is indicated on the CCD.

Property consisting of Mobile Equipment shall not be subject to the Special Flood Hazard Area deductible detailed below.

If a claim for losses resulting from Flood, as covered and defined under the National Flood Insurance Program, includes a Member's buildings or structures located wholly or partially in a Special Flood Hazard Area the following separate deductibles apply individually and supersede the Two or More Deductible provision:

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure for real property, and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for contents at each building or structure.

3) If insurance is otherwise available under the National Flood Insurance Program but the Member Property is a structure similar in character and nature to those structures listed as "ineligible property" under the National Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be $25,000 subject to an amount not to exceed $100,000 per Occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

4) If the community is participating in the Emergency Program under the National Flood Insurance Program, $500,000 as noted within this Section B. (1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section B. (2) is replaced with $100,000.

C. Convective Storm
As respects to the peril of Convective Storm, the Member's deductible is indicated on the CCD as a separate deductible.

If a percentage deductible is on the CCD, the deductible shall be calculated based on stated percentage of the 100% replacement cost value, or 100% Reproduction Cost value if applicable, as of the date of the loss at the Member Property where physical damage occurred and for which the Member is making a claim for loss or damage. If a claim for loss or damage resulting from a Convective Storm involves loss or damage at more than one Member Property, the deductible amount will be calculated separately for each Member Property suffering loss or damage and applied separately to the adjusted loss at each Member Property, subject to the minimum deductible of $50,000 for all such loss or damage at all Member Property combined.

D. All Other Perils
The Member's deductible for all other perils is indicated on the CCD.

E. Mobile Equipment
The Member's deductible for Mobile Equipment is indicated on the CCD.

F. Two or More Deductibles
Except as provided for Flood deductible in 4.B. above, if two or more deductibles apply to an Occurrence resulting in loss or damage covered under this Coverage Document, the total deductible will not exceed the single largest deductible applicable to the Occurrence.

Notwithstanding the terms of this Section, in any Occurrence where loss or damage is caused by more than one peril covered under this Coverage Document, the Member may separate the loss amount by peril and request the use of multiple applicable deductibles.

SECTION V - GENERAL PROVISIONS

1. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage for any Member as to the particular loss in connection with which the breach occurred.

2. COVERAGE DOCUMENT AS PROPRIETARY

This Coverage Document is a proprietary instrument created by the Pool and includes confidential information and trade secrets that might be beneficial to competitors in the marketplace. Therefore, if requests are made for the Coverage Document, or for any other documents related to reasonably anticipated or ongoing litigation, the Member must inform the Pool immediately and may not turn over such documents without the Pool's written consent. In the event a request is made for such documents under the Public Information Act, the Member must object to the production with the Attorney General and provide third-party notice of the request to the Pool.

3. CCD

The CCD issued by the Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period, and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

4. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all of the Pool's obligations under this Coverage Document. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

5. INTERPRETATION AND LIMITATIONS

The Pool and the Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and the Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and the Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

6. CERTIFICATES OF COVERAGE

Any certificate of coverage issued in connection with this coverage document shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of coverage. In the event any additional covered interests, including lenders, mortgagees, and/or loss payees, are named pursuant to the additional description of said certificate of coverage, the Coverage Document shall be deemed to have been endorsed

accordingly, subject to all other terms, conditions and exclusions stated herein.

7. ACTION AGAINST THE POOL

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following conditions are satisfied:

1) As a condition precedent to filing suit, the Member must have fully complied with all the provisions of this Coverage Document, including Requirements in Case of Loss;

2) As a condition precedent to filing suit, the Member must attend at least a one-day mediation before a mutually agreeable mediator, unless this provision is waived by both Member and the Pool in writing;

3) Any suit against the Pool arising from a claim or loss must be filed within 12 months of the date the Pool takes its final action with respect to the claim or loss. If under the coverage laws of the jurisdiction in which the property is located, such 12 months' limitation is invalid, then the legal action needs to be started within the shortest limit of time permitted by law.

Nothing in this Coverage Document is intended to waive any immunity of either Member or the Pool.

8. CANCELLATION OR NON-RENEWAL

A. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

B. The Pool may, in the Pool's sole discretion, permit the Member, upon its written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

C. Notice of cancellation by the Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131

D. The Pool may cancel or non-renew this Coverage Document:

1) For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Member and the Pool;

2) If there is an increase in risk or hazard within the Member's control which would result in an increase in the rate or amount of Contribution;

3) For fraud in the obtaining of coverage;

4) If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver;

5) If the Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

6) If the Interlocal Participation Agreement between the parties is terminated or the Member withdraws or is expelled from the Pool; or

7) For the Member's violation of any of its other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

E. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or nonpayment of Contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Member and the Pool.

F. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Member at the address shown in the CCD.

G. Return of any unearned Contribution will be calculated on the customary short rate basis if the Member cancels and on a pro-rata basis if the Pool cancels this Coverage Document. Return of any unearned Contribution will be made by the Pool as soon as practicable.

9. CERTAIN MODIFIED TERMS

An increase in Contribution or deductible, or reduction in Limit of Liability or Sublimits, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

10. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Member, or the Pool's underwriting standards or criteria are incorporated.

11. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Member.

12. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any

rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

13. KNOWLEDGE OF MEMBER

If any employee or official of the Member has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of the Member.

14. INSPECTIONS

The Pool, at all reasonable times, will be permitted, but will not have the duty, to inspect Covered Property. The Pool's:

A. Right to make inspections;

B. Making of inspections; or

C. Analysis, advice or inspection report;

will not constitute an undertaking, on behalf of or for the benefit of the Member or others, to determine or warrant that the Member's property is safe or healthful. This Pool will have no liability to the Member or any other person because of any inspection or failure to inspect.

The Member is responsible for assuring that jurisdictional inspections are performed as required, and to assure that required jurisdictional operating certificates are current for their pressure equipment.

15. TRANSFER OF INTEREST

A. The Member shall not transfer interest in any losses, payments for such losses, or claims for any such losses to any third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors.

B. Any action by the Member which grants or attempts to grant to any third party an interest in or control over any claim or loss payable resulting from covered damage to real or personal property will immediately suspend any obligation by the Pool to make any additional payment for such otherwise covered damages.

C. The obligation of the Pool to make any such payments shall not be restored unless and until the Member provides the Pool with evidence reasonably satisfactory to the Pool that any such transfer or attempt to transfer an interest in or control over such loss or claim to a third party has effectively been terminated.

16. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

A. The Pool will pay for loss to Member Property covered under this Coverage Document to each specified lender loss payee (lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon Member Property, in order of precedence of the mortgages.

B. The interest of the lender or mortgagee (as the case may be) in property covered under this Coverage Document will not be invalidated by:

1) Any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property;

2) Foreclosure, notice of sale, or similar proceedings with respect to the property;

3) Change in the title or ownership of the property; or

4) Change to a more hazardous occupancy.

The lender or mortgagee will notify the Pool of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Pool, may pay the additional Contributions associated with the known change. If the lender or mortgagee fails to pay the increased Contribution, all coverage under this Coverage Document will cease.

C. If this Coverage is cancelled at the request of the Member, the coverage for the interest of the lender or mortgagee will terminate 10 days after the Pool sends to the lender or mortgagee written notice of cancellation, unless:

1) Sooner terminated by authorization, consent, approval, acceptance, or ratification of the Member's action by the lender or mortgagee, or its agent.

2) This Coverage is replaced by the Member, with a coverage document or policy providing coverage for the interest of the lender or mortgagee, in which event coverage under this Coverage Document with respect to such interest will terminate as of the effective date of the replacement coverage document or policy, notwithstanding any other provision of this Coverage Document.

D. The Pool may cancel this Coverage and the interest of the lender or mortgagee under this Coverage Document, by giving the lender or mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the Member has failed to pay any Contribution due under this Coverage Document, the Pool may cancel this Coverage Document for non-payment, but will give the lender or mortgagee written notice 10 days prior to the effective date of cancellation. If the lender or mortgagee fails to pay the Contribution due by the specified cancellation date, all coverage under this Coverage Document will cease.

E. The Pool has the right to invoke this Coverage Document's Suspension provision. The suspension of coverage will apply to the interest of the lender or mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Pool will provide the lender or mortgagee at the last known address a copy of the suspension notice.

F. If the Pool pays the lender or mortgagee for any loss, and denies payment to the Member, the Pool will, to the extent of the payment made to the lender or mortgagee, be subrogated to the rights of the lender or mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the lender or mortgagee to sue or recover the full amount of its claim. At its option, the Pool may pay to the lender or mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the lender or mortgagee to the Pool, and the remaining debt or mortgage will be paid to the Pool.

G. If the Member fails to render proof of loss, the lender or mortgagee, upon notice of the Member's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Coverage Document relating to appraisal, settlement of claims, and suit against the Pool.

H. Other provisions relating to the interests and obligations of the lender or mortgagee may be added to this Coverage Document by agreement in writing.

17. OTHER COVERAGE

A. If there is any other coverage that would apply in the absence of this Coverage Document, this Coverage Document will apply only after such coverage whether collectible or not. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member.

B. In no event will this Coverage Document apply as contributing coverage.

C. The Member is permitted to have other coverage over any limits or Sublimits of liability specified elsewhere in this Document without prejudice to this Coverage Document. The existence of any other coverage will not reduce any limit or sublimit of liability in this Coverage Document. Any other coverage that would have provided primary coverage in the absence of this Coverage Document will not be considered excess.

D. The Member is permitted to have other coverage for all, or any part, of any deductible in this Coverage Document. The existence of other coverage will not prejudice recovery under this Coverage Document. If the limits of liability of other coverage are greater than this Coverage Document applicable deductible, this Coverage Document coverage will apply only after the other coverage has been exhausted.

E. If this Coverage Document is deemed to contribute with other coverage, the limit of liability applicable at each Member Property, for purposes of the Contribution with other insurers, will be the latest amount described in this Coverage Document or the latest Member Property value on file with the Pool.

18. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation, and the Interlocal Participation Agreement between the Pool and the Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

19. REDUCTION BY LOSS

Claims paid under this Coverage Document will not reduce its limit of liability, except claims paid will reduce any coverage period aggregate limit of liability.

20. SUSPENSION

On discovery of a dangerous condition, this Pool may immediately suspend Equipment Breakdown coverage on any machine, vessel or part by giving written notice to the Member. The suspended coverage may be reinstated by the Pool. Any unearned Contribution resulting from a suspension will be returned by the Pool.

21. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

22. LOSS COVERED UNDER MORE THAN ONE COVERAGE OF THIS COVERAGE DOCUMENT

If two or more coverages of this Coverage Document apply to the same loss, the highest applicable limit and its associated deductible will apply. The coverages and limits do not combine or stack.

23. LOSS SUSTAINED DURING PRIOR COVERAGE OR INSURANCE

A. If the Member, or any predecessor in interest, sustained loss during the period of any prior coverage that the Member or any predecessor in interest could have recovered under that coverage or insurance except that the time within which to discover loss had expired, the Pool will pay for it under this coverage, provided;

1) This coverage became effective at the time of cancellation or termination of the prior coverage; and

2) This loss would have been covered by this coverage had it been in effect when the acts or events causing the loss were committed or occurred.

B. The coverage under this condition is part of, not in addition to, the limits of liability applying to this coverage and is limited to the lesser of the amount recoverable under:

1) This coverage as of its effective date; or

2) The prior coverage or insurance had it remained in effect.

24. LOSS COVERED UNDER THIS COVERAGE AND THE POOL'S PRIOR COVERAGE

If any loss is covered:

A. Partly by this coverage; and

B. Partly by any prior cancelled or terminated coverage or insurance that the Pool or any affiliate had issued to the Member or any predecessor in interest;

the most the Pool will pay is the larger of the amount recoverable under this coverage or the prior coverage or insurance.

25. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. The Pool and the Member agree that the limits of Pool coverage do not combine with respect to payment of any Claim or loss. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess coverage over this Coverage Document.

26. NON-CUMULATION OF LIMITS OF LIABILITY

Regardless of the number of years this coverage remains in force or the number of Contributions paid, no limits of liability cumulates from year to year or period to period.

27. TERRITORY

This Coverage Document covers Covered Property in the United States of America.

GREEN ENDORSEMENT

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to extend coverage related to LEED Certification, as described in this section.

The coverage and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real or personal property is caused by any of the perils covered by the Coverage Document and replacement cost valuation applies.

This coverage does not apply to: (1) personal property of others in the Member's care, custody, and control; (2) leased personal property; or (3) finished or unfinished stock.

This endorsement does not increase or change the per Occurrence limit of liability shown in the CCD or the annual aggregate for specified perils.

1. Notwithstanding the valuation provision of this Coverage Document or limits of liability applicable to specific Member Property or perils, if replacement cost valuation applies to real and personal property, then the Pool's liability for loss applicable to this endorsement is the cost to repair or replace the covered damaged property, subject to the applicable limit of liability, plus the lesser of the following amounts:

   A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A - Non-LEED® Certified Coverage or as described in Coverage Section B - LEED® Certified Coverage below, whichever is applicable; or

   B. An additional 25% of the applicable limit of liability for the building and business personal property shown in the property schedule or appraisal to upgrade to green; or

   C. $100,000 to upgrade to green.

   At the Member's sole discretion, the Member may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Pool will adjust the claim in accordance with the standard provisions of the Coverage Document, as modified by all other applicable endorsements.

   Subject to the lesser of A., B., or C. above, if necessary, the period of recovery shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

2. COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE

If direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is not LEED certified at the time of the loss, or to the personal property within the building, the Pool will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Personal Property

1) Appliances or Office Equipment with products of like kind and quality that have been identified as ENERGY STAR® or equivalent products of energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

2) Systems Furniture or Seating, with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

B. Loss Settlement for a Building

1) Interior Finish Materials Upgrade

a. Lower Emissions Products Upgrade Coverage
Defined Building Materials with products of like kind and quality that have Lower Emissions. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

b. Environmentally Preferable Products Upgrade Coverage
Interior wood, carpeting and flooring with products of like kind and quality that have Lower Emissions, are Sustainably Produced, are Rapidly Renewable or include Recycled Content. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

2) Interior Plumbing Systems Upgrade Coverage
Interior plumbing fixtures including, but not limited to, toilets, shower heads and lavatory faucets with products of like kind and quality that are more Water Efficient. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Pool will also pay to install occupant sensors to reduce the potable water demand.

3) Lighting Systems Upgrade Coverage
Lighting systems, with products of like kind and quality that have been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. The Pool will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

4) Efficient Heating and Cooling Equipment Upgrade Coverage
Heating and cooling equipment with products of like kind and quality that have been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

5) Building Reconstruction Following Total Loss
   a. Solely with respect to a Total Loss to a building, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.

   b. Certification Expenses
      (i) The Pool will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that the Member incurs should the Member decide to seek LEED Silver certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.

      (ii) The sublimit for this coverage is $25,000.

3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverage provided in Coverage Section A of this endorsement (with the exception of 2.B. (5) Building Reconstruction Following a Total Loss) and if direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is LEED certified at the time of the loss, or to the personal property in such building, the Pool will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs
   1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the Coverage Document to the contrary, trees and shrubs are Covered Property. The sublimit for this coverage is $3,000 per tree or $3,000 per shrub up to a maximum of $25,000.

   2) Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the Coverage Document to the contrary, vegetative roofs are Covered Property.

B. Loss Settlement for a Building
   1) Recertification Expenses
      a. In the event of direct physical loss or damage by any of the perils covered by the Coverage Document that necessitates recertification of the damaged building, the Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs as a result of the recertification process.

      b. The sublimit for this coverage is $25,000.

   2) Building Reconstruction Following Total Loss
      a. Solely with respect to a Total Loss to a building that is LEED certified at the time of the loss, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.

b. Certification Expenses

(i) The Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs should the Member decide to seek LEED certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.

(ii) The sublimit for this coverage is $25,000.

4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS

In the event of direct physical loss or damage by any of the perils covered by the Coverage Document to a LEED or Non-LEED certified building:

A. Recycling Expenses

1) The Pool will pay the Member's expenses to clean-up, sort, segregate, and transport debris from the Member's damaged building to recycling facilities, if such debris can be recycled.

2) The sublimit for this coverage is $25,000 and is in addition to the debris removal expense sublimit provided by the Coverage Document, if any.

3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space

1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (Construction IAQ), the Pool will pay to conduct air testing and a building flush-out (if required because of a failure to meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.

2) After the two week period of increased outdoor air ventilation of the reconstructed space, the Pool will pay to replace the filtration media with new media.

3) The sublimit for this coverage is $25,000.

C. Professional Services

The Pool will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The sublimit for this coverage is $50,000.

D. Building Commissioning Expenses

1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils covered by the Coverage Document which necessitates the commissioning or re-commissioning of those systems, the Pool will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.

2) The sublimit for this coverage is $25,000.

5. ADDITIONAL DEFINITIONS

A. Appliances means products including dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.

B. Defined Building Materials means: (1) all carpet and floor coverings, including adhesives to affix them to the floor; (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, and sealants; and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.

C. ENERGY STAR means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.

D. Heating and Cooling Equipment means products including heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.

E. Lower emissions means:

1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;

2) With respect to architectural paints, coatings, and primers, products that do not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule #1113;

3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and

4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added urea-formaldehyde resins.

F. Office Equipment means electronic products including desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.

G. Recycled Content means those products that contain at least 20% post-consumer recycled content.

H. Rapidly Renewable means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including bamboo, eucalyptus, wheat straw, sunflower hulls,

cork oak, wheatboard, linoleum, and sorghum.

I. Seating means task and guest chairs used with System Furniture.

J. Sustainably Produced means those products certified by the Forest Stewardship Council (FSC).

K. System Furniture means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.

L. Total Loss means:
   1) The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab; or

   2) The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.

M. Water Efficient means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Hays County-1050

INVOICE

Attn: Kimberli Andrews
712 S Stagecoach Trl Ste 1071
San Marcos, TX 78666-6247

Invoice Due Date: 11/15/2026
Invoice #: 00005962
Coverage #: PR-1050-20261115-1
Coverage Period: 11/15/2026 - 10/01/2027

Coverage	Invoice Number	Contribution Due	Amount Enclosed
Property Contribution	00005962	$393,844.00	
Total Contribution:		$393,844.00	

Balances as of 10/15/2026

Coverage Year	Invoice Number	Invoice Description	Invoice Due Date	Invoice Amount	Payment	Adjustments /Credits	Balance
2026	00005962	00002959-01	11/15/2026	$393,844.00	$0.00	$0.00	$393,844.00
			Total Annual Contribution	**$393,844.00**			
			Payments Received	**$0.00**			
			Invoiced Amount	**$393,844.00**			
			Remaining Balance	**$393,844.00**			

Payment Remittance Form

From: Hays County
Attn: Kimberli Andrews
712 S Stagecoach Trl Ste 1071
San Marcos, TX 78666-6247

Invoice Due Date: 11/15/2026

Invoice #: 00005962
Payable to: TAC Risk Management Pool
Box #2426
San Antonio, TX 78298-9900

Amount Enclosed: _____

If amount is not $393,844.00, please provide details: _____

_____

AGENDA ITEM REQUEST FORM: G. 26.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Gregg Cox, First Assistant Criminal District Attorney

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a renewal contract for the amount of $2,704.10 per month, with Thompson Reuters West Proflex for legal research in the Hays County Criminal District Attorney Office - Civil Division. **INGALSBE/HIGGINS**

Summary:

The Hays County Criminal District Attorney's Office-Civil Division is requesting this contract to allow their attorneys to utilize West Proflex for needed legal research. The contract was procured through the West Publishing DIR contract DIR-CPO-5258.

Fiscal Impact:

Amount Requested: $32,449.20 (Annual)
Line Item Number: 001-607-19.5448

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds for contract were budgeted during the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: DIR-CPO-5258
This order has an autorenew clause included with a 30-day termination/non-renewal notice. The DIR contract is only valid through 9.20.28 with a final renewal option through 9.30.29.

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Contract - West Proflex

Order Form Order ID: Q-12001715

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1006136993
HAYS COUNTY DA - CIVIL
PO BOX 2057 712 South Stagecoach TRL
San Marcos TX 78666 US

"Customer"

Shipping Address
Account #: 1006136993
HAYS COUNTY DA - CIVIL
PO Box 2057
712 South Stagecoach TRL
San Marcos TX 78666 US

Billing Address
Account #: 1006136993
HAYS COUNTY DA - CIVIL
PO Box 2057
712 South Stagecoach TRL
San Marcos, TX 78666
US

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B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$2,704.10	12

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Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

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https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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- HighQ Product Specific Terms http://tr.com/HighQ-PST
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The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

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- Campus Research
- Hosted Practice Solutions
- ProView eBooks
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- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

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Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-12001715

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 10/30/2026.

Attachment Order ID: Q-12001715

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1006136993
This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: BARRON, MELODY
Email: melody.barron@co.hays.tx.us

eBilling Contact
Contact Name MELODY BARRON
Email **melody.barron@co.hays.tx.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1006136993	HAYS COUNTY DA - CIVIL	712 South Stagecoach TRL San Marcos TX 78666 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
7	Attorneys	43483001	Westlaw Advantage, National (All States & Federal)
7	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
7	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
7	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
7	Attorneys	42566958	OCONNORS FOR GOVERNMENT ON WESTLAW

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Melody	Barron	melody.barron@hayscountytx.gov	EML PSWD CONTACT

AGENDA ITEM REQUEST FORM: G. 27.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: BOUTTE/HIPOLITO

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2026 Edward Byrne Memorial Justice Assistance state formula grant not to exceed $44,309.00
INGALSBE/BOUTTE/HIPOLITO

Summary:

The application seeks funding for new bullet-proof vests for the Sheriff's Office and the City of San Marcos. Allocations for JAG funding amounts are set each year by the DOJ. Hays County was allocated $15,463, and the City of San Marcos was allocated $28,846 for a total of $44,309.00. Eligibility is determined based on population size. The vests are Level IIIA based on the mandatory wear policies and federal eligible costs. Upon award acceptance, Hays County and the City of San Marcos will execute an inter local agreement. The grant period is 48 months. No match is required, but the county may cover the remaining balance of the partially funded vest.

Grant period: 10/01/2025 - 09/30/2029

Fiscal Impact:

Amount Requested: $129.92 Voluntary Match
Line Item Number: 001-618-99-169]

Budget Office:

Source of Funds: DOJ JAG Grant / General Fund (Match)
Budget Amendment Required Y/N?: No
Comments: Funds will be budgeted when awarded. County's is matching the funds needed to purchase the partially funded vest.

Purchasing Office:

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

Auditor's Office

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

Attachments

NOFA
Budget
SF-424 Application
Narrative
Application

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**

Bureau of Justice Assistance
U.S. Department of Justice

Contents

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to $96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to $4,964,030
Expected Award Period(s)	24 months (awards less than $25,000) or 48 months (awards $25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

"Other" Entities Definition:

- By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocations page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.,* not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP's priorities include:

a. Directly supporting law enforcement operations (including immigration law enforcement operations);
b. Combatting violent crime;
c. Supporting services to American citizens;
d. Protecting American children; and
e. Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the JAG Allocations website, with separate lists for each state. According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the JAG FAQs for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable)	Attachment
Additional Application Components • Certifications and Assurances by the Chief Executive of the Applicant Government • BWC Policy Certification (if applicable) • Body Armor Mandatory Wear Certification (if applicable) • Extreme Risk Protection Order (ERPO) Certification (if applicable) • Prohibited Expenditure Waiver Request (if applicable) • Unmanned Aircraft System (UAS) Certification (if applicable) • Counter-UAS Certification (if applicable)	Attachment

Application Item	Submission Type
• Memorandum of Understanding (if applicable)	

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.

3. To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh." The status of your completed survey will change to "Resolved—Completed."
5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Reports for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

  Additional restrictions apply to certain costs or activities, to include but not limited to:

  - Administrative costs
  - Prohibited items per 34 U.S.C. § 10152, absent a waiver
  - UAS and C-UAS
  - Body Armor
  - Body Worn Cameras
  - ERPO activities
  - DNA Testing of Evidentiary Materials

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

Please refer to the JAG Frequently Asked Questions for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: https://bja.ojp.gov/program/jag/certifications-assurances. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2).
- **Body-Worn Camera (BWC) Policy Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for body armor.
- Extreme Risk Protection Order (ERPO) Certification (if applicable): Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable)**: Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable)**: Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable)**: Only required if a JAG application will include costs for C-UAS in the budget.
- **Memorandum of Understanding (if applicable)**: Only required for disparate jurisdictions, as detailed in the JAG FAQs.

Refer to the JAG Frequently Asked Questions for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit you application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the Application Resource Guide for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)

JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	

A. Personnel

Name *List each name, if known.*	Position *List each position, if known.*	Computation *Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** *(# of hours, days, months, years)*	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative	

B. Fringe Benefits

Name *List each grant-supported position receiving fringe benefits.*	Computation *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

C. Travel

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	Location *Indicate the travel destination.*	Type of Expense *Lodging, Meals, Etc.*	Basis *Per day, mile, trip, Etc.*	Computation *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**

Narrative	

D. Equipment

Item *List and describe each item of equipment that will be purchased*	Computation *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Angel Armor Rise Bulletproof Vest	11.9	$1,299.41	$15,463		$15,463
		Total(s)	**$15,463**	**$0**	**$15,463**

Narrative	

The Angel Armor Rise Bulletproof vests will be issued to Sheriff's Office law enforcement officers. Expired vests will be prioritized first to replace, and new vests for newly hired officers will be prioritized next. Hays County will match the remaining amount of funds to cover the 12th vest. The soft vests come with two plates that are rifle rated per NIJ standards. The vests are to be replaced every 5 years. The vests are required per the county mandatory wear policy.

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	Computation *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

F. Construction

Purpose *Provide the purpose of the construction*	Description of Work *Describe the construction project(s)*	Computation *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal***	***Federal***

		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	*Describe the purpose of the subaward (subgrant)*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	**Non-Federal Contribution**	**Federal Request**
Bulletproof vests	The City of San Marcos will purchase bulletproof vests for law enforcement officers	No	$28,846		$28,846
			$28,846	**$0**	**$28,846**

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	**Duration or Distance**	**# of Staff**	**Total Cost**	**Non-Federal Contribution**	**Federal Request**
						$0		$0
						Total	$0	$0	$0

Narrative

The City provides vests to its officers located within SMPD, the City Marshal's office and the Fire Marshal's office. We have a policy of replacing vests every 5 years. We replace approximately 15-37 vests per year, depending on the number of replacement vests needed that particular year. We purchase a vest for every new officer hired. The vests are worn by all sworn personnel. Officers who are in the patrol division will wear their vest every day that they are on duty. Officers assigned to other divisions may not wear them daily but are required to keep them readily available to wear when needed. These vests do not include the type of armor worn by SWAT personnel when performing SWAT duties. Those vests are rated at a different level due to the nature of the calls they respond to. Funding for National Institute of Justice (NIJ)-compliant tactical body armor and load-bearing vests is vital to address immediate officer safety vulnerabilities and modernize operational capabilities. Funding will secure compliant equipment for personnel, ensuring the department meets modern safety standards, reduces duty-related injuries, and enhances overall response capabilities within the community.

H. Procurement Contracts

Description	Purpose	Consultant?			
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	**Non-Federal**	**Federal**

			Total Cost	Contribution	Request
					$0
		Total(s)	$0	$0	$0

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	Location *Indicate the travel destination.*	Type of Expense *Hotel, airfare, per diem*	Computation *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						$0		$0
					Total	$0	$0	$0

Narrative	

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	Computation *Show the basis for computation*						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					$0		$0
				Total(s)	$0	$0	$0

Narrative	

J. Indirect Costs

Description *Describe what the approved rate is and how it is applied.*	Computation *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			$0		$0
		Total(s)	$0	$0	$0

Narrative	

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$15,463	$0	$0	$0	$0	$0	$0	$0	$0	$0	$15,463
E. Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$28,846	$0	$0	$0	$0	$0	$0	$0	$0	$0	$28,846
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$44,309	$0	$0	$0	$0	$0	$0	$0	$0	$0	$44,309
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$44,309	$0	$0	$0	$0	$0	$0	$0	$0	$0	$44,309
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

Project areas:

Hays County, Texas

City of San Marcos, Texas

Texas

BJA FY 2026 Edward Byrne Memorial Justice assistance Grant (JAG) Program- Local Formula

10/16/2026

Hays County, TX

Narrative

Hays County and the City of San Marcos has been allocated $44,309.00 to promote law enforcement activities. The City of San Marcos Police Department and the Hays County Sheriff's Office intend to collaborate to purchase equipment. They will purchase load bearing Level IIIA bullet proof vests to be worn by law enforcement officers when responding to incidents.

As of September 2026, Hays County Sheriff's Office is staffed by 189 sworn peace officers and 274 non-sworn peace officers. About 30 vests are replaced on an annual basis due to expiration dates or the hiring of additional staff. The Angel Armor vests are required to be replaced every 5 years without any incident. Bulletproof vests are to be worn at all times by deputies working in uniform on patrol duty, extra duty, uniformed overtime, pre-planned arrests or executing search warrants, and high-risk or tactical situations. Vests are issued to every staff member.

The San Marcos Police Department is requesting FY 26 JAG funding to purchase up to 14 bulletproof vests. The City of San Marcos provides vests to its officers located within SMPD, the City Marshal's office and the Fire Marshal's office. The internal policy requires the replacement of vests every 5 years. Every year, the city replaces approximately 15-37 vests. The city purchases a vest for every new officer hired. The vests are worn by all sworn personnel. Officers who are in the patrol division will wear their vest every day that they are on duty. These

vests do not include the type of armor worn by SWAT personnel when performing SWAT duties. Funding for National Institute of Justice (NIJ)-compliant tactical body armor and load-bearing vests is vital to address immediate officer safety vulnerabilities and modernize operational capabilities. Funding will secure compliant equipment for personnel, ensuring the department meets modern safety standards, reduces duty-related injuries, and enhances overall response capabilities within the community.

Capabilities

Hays County will be the lead applicant for the project. The County and City and of San Marcos have established standards to meet performance measures and grant reporting standards. The Hays County Sheriff's Office and San Marcos Police Department each maintain a wear policy for all uniformed law enforcement officers. Bulletproof vests are replaced every 5 years. All deputies are required by the agency to be issued a vest following the National Institute of Justice Standard for rifle protection. Similarly, all deputies receive training to properly maintain, wear, and routine inspection of armor. The organizations each track the hiring of personnel and the expiration of bulletproof vests through the agency and the individual Auditor's Offices.

Data Collection

Hays County has established methods for data collection and reporting. The Sheriff's Office keeps up-to-date records about all bulletproof vests. Vests need to be replaced every five years. Regular progress reports will be made in JustGrants. The City of San Marcos Police Department has established standards to track continuing education certificates and recording travel.

Standard Applicant Information

Project Information

Project Title
FY26 Edward Byrne Grant - Local

Proposed Project Start Date
10/1/25

Proposed Project End Date
9/30/29

Federal Estimated Funding (Federal Share)
44309.0

Applicant Estimated Funding (Non-Federal Share)
0.0

Program Income Estimated Funding
0.0

Total Estimated Funding
44309.0

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:
B: County Government

Type of Applicant 2: Select Applicant Type:
C: City or Township Government

Type of Applicant 3: Select Applicant Type:

Other (specify):

——

Application Submitter Contact Information

Application POC Prefix Name

——

Application POC First Name

Genevieve

Application POC Middle Name

——

Application POC Last Name

Kitts

Application POC Suffix Name

——

Organizational Affiliation

Hays County

Title

Grants Coordinator

Email ID

genevieve.kitts@hayscountytx.gov

Phone Number

512-393-2209

Fax Number

——

ORINumber

——

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)

Name	Date Added
manifest.txt	10/5/26
Form SF424_4_0-V4.0.pdf	10/5/26
SF424_4_0-1234-SF-424 Affected Areas.pdf	10/5/26
GrantApplication.xml	10/5/26

Authorized Representative

Authorized Representative Information

Prefix Name

—

First Name	Middle Name	Last Name	Suffix Name
Ruben	—	Becerra	—

Title

County Judge

Verify Legal Name, Doing Business As, and Legal Address

Legal Name
HAYS COUNTY

Doing Business As

UEI
RH4DFY1GC2R3

Legal Address

Street 1
712 STAGECOACH TRL

Street 2
STE 1071

City	State	Zip/Postal Code
SAN MARCOS	TX	78666

CongressionalDistrict	Country
21	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name
Genevieve Kitts

Certification Date / Time
10/16/2026 01:15 PM

2. If the information displayed does not accurately represent the legal entity applying for federal

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

a. Contact your Entity Administrator.

b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract *

Hays County is applying as the lead applicant in behalf of the county and the City of San Marcos. The funds will be used to purchase bulletproof vests for the Hays County Sheriff's Office and San Marcos Police Department. Law enforcement officers with expired vests or without a vest will be prioiritized to receive a vest first. This project ensures the timely rotation and maintanence of personal protection equipment. The requested bulletproof vests are necessary per the organization's mandatory wear policy and state regulations.

Data Requested with Application *

Financial Management and System of Internal Controls

FY2025 JAG NOFO

Proposal Narrative *

Name	Category	Created by	Date Added
FY26 DOJ JAG Proposal Narrative.pdf	Proposal Narrative	Genevieve Kitts	10/16/2026 2:10 PM

Budget and Associated Documentation

Budget / Financial Attachments

Budget Worksheet and Budget Narrative *

Name	Category	Created by	Date Added
DOJ Grant Budget FY26 Application.xlsx	Budget Worksheet	Genevieve Kitts	10/16/2026 2:10 PM

Pre-Agreement Cost

No documents have been uploaded for Pre-Agreement Cost

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

Additional Attachments

No documents have been uploaded for Additional Attachments

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

No documents have been uploaded for Memoranda of Understanding (MOUs) and Other Supportive Documents

Additional Application Components

Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

No documents have been uploaded for Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

No Lobbying Activities

The applicant is not required to submit a lobbying disclosure under 31 U.S.C. 1352 for this application.

No documents have been uploaded for Disclosure of Lobbying Activities

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances *

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply

to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 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 federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

genevieve.kitts@hayscountytx.gov

Signing Date / Time

10/16/26 2:12 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing *

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a)No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North

Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

genevieve.kitts@hayscountytx.gov

Signing Date / Time

10/16/26 2:12 PM

Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

genevieve.kitts@hayscountytx.gov

Signing Date / Time

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Other

No documents have been uploaded for Other

Not Certified

AGENDA ITEM REQUEST FORM: G. 28.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the submission of a grant application to the Department of Justice, Patrick Leahy Bulletproof Vest Partnership grant program in the amount of $18,000.00. **HAMMER/BOUTTE**

Summary:

The Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program provides 50% of the cost, up to $1,200 per unit, to purchase bulletproof vests for law enforcement officers. Based on a recent quote, the estimated cost per unit was $1,299.00. The funds will be used to replace expired vests among the Constables' Offices, District Attorney's Office, and the Fire Marshal's Office. Shipping for the vests cannot be charged to the grant will need to be paid for by the County. The Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program is offered through the Department of Justice, Office of Justice Program. This is a 24-month grant period and the required match will be budgeted in FY28.

Estimated grant period: 02/01/2027 - 01/31/2029

Fiscal Impact:

Amount Requested: TBD with grant award
Line Item Number: TBD upon award

Budget Office:

Source of Funds: DOJ Grant Funds/General Fund (Match)
Budget Amendment Required Y/N?: No
Comments: Upon grant award notification; the grant and matching funds will be budgeted through the FY28 annual budget process.

Purchasing Office:

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

Auditor's Office

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

Attachments

Application

AGENCY INFORMATION

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

- Successfully updated contacts

AGENCY INFORMATION

Name:	HAYS COUNTY
Agency Type:	County/Parish
Government ID Number:	441105105
* **Tax Payer ID Number:**	746002241
9 Digit DUNS:	097494884
DUNS 4:	N/A
* **Unique Entity Identifier (UEI):**	RH4DFY1GC2R3
Number of Existing Population:	241067
Number of Existing Full Time Officers:	189
Number of Existing Part Time Officers:	274

OFFICE ADDRESS

* **Address Line 1:**	111 E. San Antonio St.
Address Line 2:	Suite 200
County:	N/A
* **City:**	San Marcos
* **State:**	Texas
* **Zip:**	78666-6230

CANCEL SAVE

AGENCY CONTACTS

Please verify your agency contact information.

Note: The role of Primary Point of Contact (POC) is critical to the success of this program. The POC will be required to review and approve the online application and all requests for payment. You will also be making various assurances and certifications with respect to key program guidelines and requirements. **If you feel these responsibilities exceed your authority, please STOP at this point and resume once your authority has been more clearly established.** If you are the Chief Executive, then you will also be acting as the Primary Point of Contact for your jurisdiction.

- Successfully Updated Agency

ASSOCIATED USER INFORMATION

Name	User Id	Phone Number	Email
Carmen Glover	carmen.glover@co.hays.tx.us	(512) 393-2857	carmen.glover@co.hays.tx.us
Simone Corprew	simone.corprew@co.hays.tx.us		simone.corprew@co.hays.tx.us

CONTACTS

CEO

* **First Name:**	Ruben
* **Last Name:**	Becerra

* **E-mail:**	judge.grantcontracts@hayscountytx.gov
Fax:	(512) 393-2282
* **Phone:**	(512) 393-2205

CFO

* **First Name:**	Marisol
* **Last Name:**	Alonzo
* **E-mail:**	marisol.alonzo@hayscountytx.gov
Fax:	(512) 393-2248
* **Phone:**	(512) 393-2283

POC

* **First Name:**	Genevieve
* **Last Name:**	Kitts
* **E-mail:**	genevieve.kitts@hayscountytx.gov
Fax:	(512) 749-1161
* **Phone:**	(512) 393-2209

APPLICATION PROFILE

Application Profile | Application | NIJ Approved Vests | Submit Application

Please enter your application profile information.

APPLICATION PROFILE

Vest Replacement Cycle:
Under normal conditions, the number of years you allow an officer to wear body armor before it is replaced. 5

Number of Emergency Replacement Needs:
Number of Emergency Replacement Needs cover vests that are potentially defective, vests that have been lost, stolen, or damaged, and vests needed as a result of unanticipated Number of Officer Turnover occurring within the last 3 to 6 months. It DOES NOT include tactical vests or routine agency needs for new or replacement vests unless those vests contain Zylon® and must be replaced immediately.

* **Number of Stolen or Damaged** 0

* **Number of Officer Turnover** 0

Required fields are denoted by *.

SAVE CANCEL

MANAGE APPLICATION

Application Profile | Application | NIJ Approved Vests | Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

VIEW/UPDATE APPLICATION

Vests for 2026 Regular Fund

Model Name	Quantity	Specification	Unit Price	Total Cost
+ AAE3A01	30	IIIA	$1,299.00	$40,654.50
+ Grand Totals	**30**			**$40,654.50**

PROCEED TO SUBMIT APPLICATION | ADD VESTS TO APPLICATION

OFFICE ADDRESS

* **Address Line 1:**	111 East San Antonio St. Ste. 300
Address Line 2:	N/A
* **City:**	SAN MARCOS
State:	TX
* **Zip:**	78666-5534

CANCEL SAVE

Customer Quote

ANGEL ARMOR
760 SE FRONTAGE RD,
FORT COLLINS, CO 80524
ANGELARMOR.COM

MV - Matt Varga

Quote #	QUO91714
Quote Date	10/2/2026
Expires:	11/1/2026

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

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

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00491-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Premium IIIA	1	1,155.00	1,155.00
	Sizes 2XL and larger are subject to a $50 size surcharge			
01-00380-02-V2	Ally One, Tourniquet/Shears Pouch, Dark Navy, V2	1	34.00	34.00
01-00379-02-V2	Ally One, Universal Radio/Taser Pouch, Dark Navy, V2	1	37.00	37.00
01-00378-02-V2	Ally One, Single Handcuff Pouch, Dark Navy, V2	1	36.00	36.00
01-00374-02-V2	Ally One, Single Rifle Magazine Pouch, Dark Navy, V2	1	37.00	37.00

Subtotal	**1,299.00**
Shipping Cost (UPS® Ground)	**56.15**
Total	**$1,355.15**

Accounts Payable

Email:_____

Phone Number:_____

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

Signature:_____ Date:_____

Patrick Leahy Bulletproof Vest Partnership

Estimated Grant Period February 2027 - February 2029 (24 months)

Department	Item	Qty	Cost	Total	County Match	Grant Funds
Fire Marshal's Office	Bulletproof Vest	2	$1,299.00	$ 2,598.00	$ 1,398.00	$ 1,200.00
Sheriff's Office	Bulletproof Vest	8	$1,299.00	$ 10,392.00	$ 5,592.00	$ 4,800.00
Constable Pct. 3	Bulletproof Vest	3	$ 1,299.00	$ 3,897.00	$ 2,097.00	$ 1,800.00
District Attorney	Bulletproof Vest	8	$1,299.00	$ 10,392.00	$ 5,592.00	$ 4,800.00
Constable Pct. 5	Bulletproof Vest	1	$ 1,299.00	$ 1,299.00	$ 699.00	$ 600.00
Constable Pct. 4	Bulletproof Vest	2	$ 1,299.00	$ 2,598.00	$ 1,398.00	$ 1,200.00
Constable Pct. 2	Bulletproof Vest	2	$ 1,299.00	$ 2,598.00	$ 1,398.00	$ 1,200.00
Constable Pct. 1	Bulletproof vest	4	$ 1,299.00	$ 5,196.00	$ 2,796.00	$ 2,400.00
		30		$38,970.00	$ 20,970.00	$ 18,000.00

AGENDA ITEM REQUEST FORM: G. 29.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Approve the transfer of a 2015 Chevrolet C2500 Pickup with communication equipment from the Sheriff's Office to the Health Department. **HAMMER/HIPOLITO**

Summary:

The Sheriff's Office requests approval to transfer the following vehicle and communication equipment to the Health Department.

2015 Chevrolet C2500 Pickup
County Tag #: 018943
VIN: 1GC1CUEG1FF563461

Harris XL-VCH Mobile Radio
County Tag #: 8312496
Serial #: A40312026837

Fiscal Impact:

Amount Requested: None
Line Item Number: N/A

Budget Office:

Source of Funds: N/A
Budget Amendment Required Y/N?: No
Comments: Transferred vehicle is owned and therefore has no fiscal impact. Hays County to update records and inventory to reflect the transfer.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: no
Comments:

Auditor's Office

G/L Account Validated Y/N?: N/A
New Revenue Y/N?: N/A
Comments: Asset ID 15777 and Asset ID 18235 will be transferred to the Health Department. Asset value and accumulated depreciation will be transferred effective 10/27/2026.

Attachments

10-16-26 Asset Transfer Sheets HCSO x HCHD

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)

2015 Chevrolet C2500 Pick-up

Fixed Asset County Tag Number:
018943

Serial Number:
Vin #: 1GC1CUEG1FF563461

Department Name:
Hays County Sheriff's Office

Location:
1307 Uhland Road San Marcos, Texas 78666

Transfer agreed to by Elected Official/Department Head:

(signature)

Date: 10/16/2024

****

To be Completed by Department to which asset is transferred

TRANSFERRED TO
Department Name:
Hays County Health Department

Location:
101 Thermon Drive San Marcos, Texas 78666

Transfer accepted by Elected Official / Department Head

Matthew R Gonzales
(signature)

Date
10/16/2026

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

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)

Harris XL-VCH Mobile Radio, Model #: XT-MPS1M

Fixed Asset County Tag Number:
8312496

Serial Number:
A40312026837

Department Name:
Hays County Sheriff's Office

Location:
1307 Uhland Road San Marcos, Texas 78666

Transfer agreed to by Elected Official/Department Head:

(signature)

Date: 10/16/2026

****

To be Completed by Department to which asset is transferred

TRANSFERRED TO
Department Name:
Hays County Health Department

Location:
101 Thermon Drive San Marcos, Texas 78666

Transfer accepted by Elected Official / Department Head

Matthew R Gonzales
(signature)

Date
10/16/2026

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. 30.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the acceptance of $10,000.00 in insurance proceeds from the Texas Association of Counties to help cover repair expenses for a security gate at the Jail and amend the budget accordingly. **HAMMER/HIPOLITO**

Summary:

In June, a visitor damaged a security gate while driving in the Jail parking lot. On September 1, 2026, the court accepted $8,000 in insurance proceeds from the Texas Association of Counties to help pay for the repairs. This amount of $10,000 is a deductible refund and will be applied toward the total $18,000 repair cost.

Fiscal Impact:

Amount Requested: $10,000
Line Item Number: 001-618-03.4680

Budget Office:

Source of Funds: Texas Association of Counties
Budget Amendment Required Y/N?: Yes
Comments: Purchase Order was rolled from FY26 as repairs have not been completed.
$10,000 - Increase Compensation for Loss 001-618-03.4680

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Repairs must follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $10,000 in Compensation for Loss
Comments:

AGENDA ITEM REQUEST FORM: G. 31.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the Hays County Jail to use Cornerstone Detention Products, Inc. for replacement parts related to the security system for $1,192.48 and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly. **HAMMER/HIPOLITO**

Summary:

The Jail's security system requires replacement solenoid parts. These components are essential for the secure, controlled operation of doors, allowing authorized access without the use of keys. The parts are $546.24 each for a total purchase of $1,192.48. Cornerstone Detention Products, Inc. is not a member of any purchasing cooperatives; therefore, the Sheriff's Office requests approval of a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D). Funding for this purchase is available in the Jail's Building Supplies general ledger.

Fiscal Impact:

Amount Requested: $1,192.48
Line Item Number: 001-618-03.5451

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
$1,193 - Increase Building Maintenance and Repair 001-618-03.5451
($1,193) - Decrease Building Maintenance Supplies 001-618-03.5207

Purchasing Office:

Purchasing Guidelines Followed Y/N?: yes
Comments: requires a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D)

Auditor's Office

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

Attachments

Cornerstone Estimate # 10082026-CR01
Discretionary Exemption Certification

Cornerstone Detention Products, Inc.
2511 Midpark Road
Montgomery, AL 35671
+12563552396
www.cornerstoneinc.com

Estimate

ADDRESS
HAYS COUNTY SHERIFFS OFFICE
Attn: Charles Dauwalder
1307 Uhland Rd
San Marcos, TX 78666

SHIP TO
Hays County Sheriff's Office
Attn: Charles Dauwalder
1307 Uhland Rd
San Marcos, TX 78666

ESTIMATE # 10082026-CR01
DATE 10/08/2026
EXPIRATION DATE 11/09/2026

SALES REP
Corina Rodea 256.560.4432 crodea@cornerstoneinc.com

QTY	DESCRIPTION	RATE	AMOUNT
2	146-9912S-100-9900 120VAC Solenoid Assembly	546.24	1,092.48
1	Freight	100.00	100.00

Please note that our General Terms & Conditions apply to this estimation.

SUBTOTAL	1,192.48
TAX	0.00
TOTAL	**$1,192.48**

Accepted By

Accepted Date

HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, CPPB - Purchasing Agent

1901 Dutton Drive, Suite E ● San Marcos, Texas 78666

512-393-2267 ● purchasing@co.hays.tx.us

Hays County Commissioners Court
October 27, 2026
RE: Cornerstone Detention

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Purchasing Office recognizes Cornerstone Detention as a sole source provider to provide captive replacement parts or components for the equipment being utilized in the Hays County Jail.

Stephanie Hunt

Stephanie Hunt, CPPB
Purchasing Agent

AGENDA ITEM REQUEST FORM: G. 32.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Judge Becerra

Agenda Item

Approve specifications for IFB 2027-B01 Road Building Materials - Hot Mix and authorize Purchasing to advertise and solicit bids. **BECERRA/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Road Building Materials – Hot Mix materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

Attachments

IFB 2027-B01 Solicitation

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2027-B01 **Road Building Materials – Hot Mix**	**Date Issued: October 29, 2026**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

10:00 a.m. local time November 20, 2026.

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

For information please email: purchasing.bids@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on November 12, 2026	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: IFB 2027-B01 Bid Form

I. Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Attachment A: IFB 2027-B01 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2027-B01 Road Building Materials – Hot Mix
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Drive, Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **November 20, 2027; 10:00 AM, Central Time (CT)**
6. Pre-Bid Meeting:	none
7. Bonding Requirements:	none
8. Initial Contract Term:	December 2026 – November 2027
9. Optional Contract Terms:	Four (4) optional one (1) year terms
10. Designated Contact:	Hays County Purchasing Email: purchasing.bids@co.hays.tx.us
11. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than November 12, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

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

13. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

14. Conflicts within Solicitation Documents:

In the event that conflicts exist within the solicitation documents, and/or the electronic bidding sites, the following paragraphs shall govern:

A. If there is an identified conflict in the information presented in the Solicitation documents and/or the bidding sites an addendum will Be issued to correct the conflict.
B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
C. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified.

15. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/haysCounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

October 29, 2026	Issuance of RFP
November 12, 2026	Deadline for Submission of Questions (5:00 PM CT)
November 20, 2026	Deadline for Submission of Bids (10:00 AM CT) **Late bids will not be accepted.**
December 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Road Building Materials – Hot Mix materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

B. Materials Requirements

All materials listed shall meet the applicable specifications for the item, class, and type as identified on the bid form (see Attachment A: IFB 2027-B01 Bid Form). For items identified with a "TXDOT Item" number, refer to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (adopted November 1, 2014).

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

C. Attachment A: IFB 2027-B01 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2027-B01 Bid Form.

Pricing for materials shall be bid for pickup by Hays County at the bidder's plant and for delivery to the Hays County Transportation Department located at 2171 Yarrington Road, Kyle, TX 78640. Respondent may bid on all or any portion of the items listed for bid.

Shipping shall be F.O.B. destination; therefore, material prices for delivery by truck to Hays County must include all shipping, handling/delivery fees and fuel surcharges. A bid which includes surcharges and/or fees other than those identified below may be considered non-responsive at the discretion of the County. Respondent may bid on all or any portion of the items listed for bid.

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of annual needs and will be used for the comparison of bids. Individual orders and payments will be made in accordance with the contract. Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

D. Qualifications

A prospective respondent must meet the following requirements:

- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Must possess the required licenses to operate a business in the State of Texas.
- All employees must possess the certifications, and licenses required by the State of Texas.
- Contractors' vehicles must be permitted in compliance with all Federal, State, County and City requirements.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required.
- Be able to comply with required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Be otherwise qualified and eligible to receive an award.
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing, loading, hauling, delivering, etc.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts. The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Hays County Purchasing Office upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following site, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

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

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

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

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

MULTIPLE AWARDS can be made. Determination of source to provide materials for specific jobsites will be made by the Hays County Transportation Department. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

G. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court and will be in effect for a year. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor – Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

H. Invoicing

Invoices shall be sent directly to the Hays County Auditor, 1901 Dutton Drive, Suite E, San Marcos, TX 78666 and attention: Accounts Payable. Payments will be processed after notification that all materials have been received satisfactorily and no unauthorized materials have been received. To expedite payment and ensure compliance with this contract, all invoices shall refer to the Contract Item Number (ex. B06.1) associated with the materials as listed on the bid form.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

J. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

V. GENERAL DEFINITIONS:

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

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

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

VIII. INVOICING/PAYMENTS:

a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor
    712 S Stagecoach Trail, Suite 1071
    San Marcos, Texas 78666

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

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

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

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

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

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

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

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

XVI. CHANGES:

a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

XVII. REPRESENTATIONS:

a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
b. The Contractor's delivery time includes weekends and holidays.
c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
f. Contractor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

XVIII. SUBCONTRACTS:

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

XIX. ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

XXVIII. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of

the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress, or the finding of a completed audit have not been resolved satisfactorily.

XXIX. FORFEITURE OF CONTRACT:

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

XXX. CONTRACTOR CLAIMS NOTIFICATION:

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

XXXI. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

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

XXXIII. CONSTRUCTION OF CONTRACT:

a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

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

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

f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

XXXVI. MODIFICATIONS:

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

XXXVII. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

XXXVIII. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

a. Name County as additional insured as its interests may appear.
b. Provide County a waiver of subrogation.
c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
e. Submit an original certificate of insurance reflecting coverage as follows:

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

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above, please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

6

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

7

Name of signatory | Signature | Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

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

□ no properties were identified; or

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 33.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Judge Becerra

Agenda Item

Approve specifications for IFB 2027-B02 Road Building Materials - Cold Mix and authorize Purchasing to advertise and solicit bids. **BECERRA/A.JONES/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Road Building Materials – Cold Mix materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

Attachments

IFB 2027-B02 Solicitation

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2027-B02 **Road Building Materials – Hot Mix**	**Date Issued: October 29, 2026**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time November 20, 2026.

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

For information please email: purchasing.bids@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on November 12, 2026	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: IFB 2027-B02 Bid Form

I. Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Attachment A: IFB 2027-B02 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1.	**Type of Solicitation:**	Invitation for Bid (IFB)
2.	**Solicitation Number:**	IFB 2027-B02 Road Building Materials – Hot Mix
3.	**Issuing Office:**	Hays County Purchasing Office 1901 Dutton Drive, Suite E San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5.	**Deadline for Responses:**	In issuing office no later than: **November 20, 2027; 11:00 AM, Central Time (CT)**
6.	**Pre-Bid Meeting:**	none
7.	**Bonding Requirements:**	none
8.	**Initial Contract Term:**	December 2026 – November 2027
9.	**Optional Contract Terms:**	Four (4) optional one (1) year terms
10.	**Designated Contact:**	Hays County Purchasing Email: purchasing.bids@co.hays.tx.us
11.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than November 12, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

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

13. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

14. Conflicts within Solicitation Documents:

In the event that conflicts exist within the solicitation documents, and/or the electronic bidding sites, the following paragraphs shall govern:

A. If there is an identified conflict in the information presented in the Solicitation documents and/or the bidding sites an addendum will Be issued to correct the conflict.
B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
C. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified.

15. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/haysCounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

October 29, 2026	Issuance of RFP
November 12, 2026	Deadline for Submission of Questions (5:00 PM CT)
November 20, 2026	Deadline for Submission of Bids (11:00 AM CT) **Late bids will not be accepted.**
December 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Road Building Materials – Cold Mix materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

B. Materials Requirements

All materials listed shall meet the applicable specifications for the item, class, and type as identified on the bid form (see Attachment A: IFB 2027-B02 Bid Form). For items identified with a "TXDOT Item" number, refer to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (adopted November 1, 2014).

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

C. Attachment A: IFB 2027-B02 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2027-B02 Bid Form.

Pricing for materials shall be bid for pickup by Hays County at the bidder's plant and for delivery to the Hays County Transportation Department located at 2171 Yarrington Road, Kyle, TX 78640. Respondent may bid on all or any portion of the items listed for bid.

Shipping shall be F.O.B. destination; therefore, material prices for delivery by truck to Hays County must include all shipping, handling/delivery fees and fuel surcharges. A bid which includes surcharges and/or fees other than those identified below may be considered non-responsive at the discretion of the County. Respondent may bid on all or any portion of the items listed for bid.

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of annual needs and will be used for the comparison of bids. Individual orders and payments will be made in accordance with the contract. Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

D. Qualifications

A prospective respondent must meet the following requirements:

- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Must possess the required licenses to operate a business in the State of Texas.
- All employees must possess the certifications, and licenses required by the State of Texas.
- Contractors' vehicles must be permitted in compliance with all Federal, State, County and City requirements.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required.
- Be able to comply with required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Be otherwise qualified and eligible to receive an award.
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing, loading, hauling, delivering, etc.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts. The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Hays County Purchasing Office upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following site, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

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

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

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

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

MULTIPLE AWARDS can be made. Determination of source to provide materials for specific jobsites will be made by the Hays County Transportation Department. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

G. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court and will be in effect for a year. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor – Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

H. Invoicing

Invoices shall be sent directly to the Hays County Auditor, 1901 Dutton Drive, Suite E, San Marcos, TX 78666 and attention: Accounts Payable. Payments will be processed after notification that all materials have been received satisfactorily and no unauthorized materials have been received. To expedite payment and ensure compliance with this contract, all invoices shall refer to the Contract Item Number (ex. B06.1) associated with the materials as listed on the bid form.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

J. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

V. GENERAL DEFINITIONS:

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

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

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

VIII. INVOICING/PAYMENTS:

a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
   County Auditor
   712 S Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

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

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

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

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

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

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

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

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

XVI. CHANGES:

a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

XVII. REPRESENTATIONS:

a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
b. The Contractor's delivery time includes weekends and holidays.
c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
f. Contractor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

XVIII. SUBCONTRACTS:

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

XIX. ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

XXVIII. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of

the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress, or the finding of a completed audit have not been resolved satisfactorily.

XXIX. FORFEITURE OF CONTRACT:

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

XXX. CONTRACTOR CLAIMS NOTIFICATION:

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

XXXI. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

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

XXXIII. CONSTRUCTION OF CONTRACT:

a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

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

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

f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

XXXVI. MODIFICATIONS:

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

XXXVII. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

XXXVIII. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

a. Name County as additional insured as its interests may appear.
b. Provide County a waiver of subrogation.
c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
e. Submit an original certificate of insurance reflecting coverage as follows:

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

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above, please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

6

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

7

Name of signatory | Signature | Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

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

□ no properties were identified; or

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 34.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Tammy Crumley

Sponsor: Judge Becerra

Agenda Item

Approve specifications for IFB 2027-B03 Countywide Dumpsters and authorize Purchasing to advertise and solicit for bids. **BECERRA/CRUMLEY/HUNT**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to perform dumpster services for multiple locations within Hays County. Listed below are the locations within Hays County seeking immediate services. Note that Hays County has other locations that could need dumpster services in the future and the addition of these locations would fall under this contract, as well as changes in current dumpster needs. Vendor may also need to provide additional services related to debris removal in the event of a county wide disaster declaration.

Attachments

IFB 2027-B03 Solicitation

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2027-B03 Countywide Dumpsters	**Date Issued: October 29, 2026**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time November 20, 2026.

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

For information please email: purchasing.bids@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on November 12, 2026	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: IFB 2027-B03 Bid Form

I. Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Attachment A: IFB 2027-B03 Bid Form

____ 3. Vendor Reference Form

____ 4. Conflict of Interest Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

Required Forms by Hays County:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) Printout

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to: **Hays County Purchasing, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2027-B03 Countywide Dumpsters
3. Issuing Office:	Hays County Purchasing Office 1901 Dutton Drive, Suite E San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. Deadline for Responses:	In issuing office no later than: **November 20, 2027; 12:00 PM, Central Time (CT)**
6. Pre-Bid Meeting:	none
7. Bonding Requirements:	none
8. Initial Contract Term:	December 2026 – November 2027
9. Optional Contract Terms:	Four (4) optional one (1) year terms
10. Designated Contact:	Hays County Purchasing Email: purchasing.bids@co.hays.tx.us
11. Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than November 12, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

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

13. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

14. Conflicts within Solicitation Documents:

In the event that conflicts exist within the solicitation documents, and/or the electronic bidding sites, the following paragraphs shall govern:

A. If there is an identified conflict in the information presented in the Solicitation documents and/or the bidding sites an addendum will Be issued to correct the conflict.
B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
C. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified.

15. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/haysCounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

October 29, 2026	Issuance of RFP
November 12, 2026	Deadline for Submission of Questions (5:00 PM CT)
November 20, 2026	Deadline for Submission of Bids (12:00 PM CT) **Late bids will not be accepted.**
December 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to perform dumpster services for multiple locations within Hays County. Listed below are the locations within Hays County seeking immediate services. Note that Hays County has other locations that could need dumpster services in the future and the addition of these locations would fall under this contract, as well as changes in current dumpster needs. Vendor may also need to provide additional services related to debris removal in the event of a county wide disaster declaration.

Locations:

Administrative Offices	1901 Dutton Drive, San Marcos, TX
Christus Santa Rosa	401 A-Broadway, San Marcos, TX
Elections & IT	120 St5agecoach Trail
Government Center	712 S. Stagecoach Trail, San Marcos, TX
Health Department	101 Thermon Drive, San Marcos, TX
Jacobs Well Natural Area	1699 Mt. Sharp Road, Wimberley, TX
Jail	1307 Uhland Road, San Marcos, TX
Juvenile Detention Center	2250 Clovis Barker Lane, San Marcos, TX
Precinct 1 Road Department	1101 Civic Center Loop, San Marcos, TX
Precinct 2 Offices	5458 FM 2770, Kyle, TX
Precinct 3 Offices	200 Stillwater Circle, Wimberley, TX
Precinct 4 Road Department (Barn)	20290 FM 150 West, Driftwood, TX
Public Safety Building	801 S. Stagecoach Trail, San Marcos, TX
Road Department	2171 Yarrington Road, San Marcos, TX

B. Scope of Work

Contractor shall furnish all labor, supplies and equipment for the complete and satisfactory dumpster services throughout the County. Contractor shall have the ability to provide a back-up refuse/recycling and/or disposal facility operating in accordance with all applicable Federal, State and local laws and regulations, latest edition. Contractor shall provide *all* services required in these specifications.

Damage:

Contractor shall be responsible for County property or privately-owned property damaged by their employees or equipment during performance of duties. Contractor shall notify the Contract Administrator immediately who will inspect and determine the degree of damage including the extent of the responsibility.

Contractor shall promptly report any unusual conditions to the Contract Administrator. This shall include, but not limited to damage to City, County, or State property, trees, shrubs, unauthorized occupancy, etc. resulting from vehicular damage, storm damage, or vandalism.

Management and Inspection:

All workmanship, equipment and materials shall be subject to inspection and examination by the Contract Administrator or his/her designee at any time during the performance of the work. The Contract Administrator will conduct routine checks on performance, completion of tasks and cleanliness. All containers, once emptied, shall be returned to the original position with the lids replaced and loading and side doors closed.

Contractor must close and secure all gates and enclosures prior to leaving the site.

Work Schedule & Missed Collections:

The attached schedule lists the location, size and pickup days. Pickups shall occur Monday through Saturday between 7 a.m. and 6 p.m. There shall be no pickups on Sundays. Seasonal dumpsters must be

removed during the off-season and replaced before the season begins. Removal must occur within one week of the last pick-up.

Contractor shall establish and advise the Contract Administrator of internal control procedures to guarantee that each pickup shall be made as specified. Contractor shall notify the Contract Administrator whenever there is any schedule change or when a pickup will be missed. Notification must occur within a minimum of twenty-four hours prior to the scheduled pickup.
Contract holidays are as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

No holiday or overtime work is authorized without prior approval of the Contract Administrator. Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall: advise the Contract Administrator of the stoppage or delay and advise the Contract Administrator of the alternate pick-up day.

Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall always have available a dedicated line for facsimile machine, an email address and telephone number for communication between the Contractor and the Contract Administrator.

Container Specifications:
Contractor shall provide the specified number, type and size of refuse and recycling containers to the locations listed herein. The containers will range in size from 8 cubic yard dumpsters up to 40+ yard dumpsters. Dumpsters must fit into the existing dumpster enclosures or designated area located at each site. At any point if the County deems the container size and/or frequency of pickups does not satisfy the needs of the County then we can request a different size dumpster. All dumpster sizes and price per haul should be listed in Attachment A.

The containers provided by the Contractor shall meet all Federal, County and City health and safety regulations. The dumpster type containers shall be equipped with side and top doors to allow for either top or side loading and shall be designed to provide rodent-proof, animal proof, and wind-proof storage of refuse/recycle contents.

Contractor shall maintain all containers in a clean and sanitary condition and regularly rotate with clean containers, whenever necessary, to maintain optimum cleanliness, health and sanitary conditions including but not limited to the following:

a. Repair and repaint containers as necessary.
    i. Repairs to, or exchange of defective containers shall be made before the next scheduled pickup after notice is received from the Contract Administrator or designee
    ii. Minor repairs may be made on site when approved by the Contract Administrator
b. Provide substitute containers when maintenance or repair is being performed on containers normally provided.
c. Exchange containers at no additional charge if the County determines containers are unsightly, damaged or unusable.

Safety and Cleanliness:

Contractor shall provide for a neat, clean, and safe environment at all times during all work. Contractor and his employees shall be of neat appearance and conduct themselves in a professional manner while working for Hays County. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions during all work.

Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

Accident Prevention and Protection:
Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator. Contractor shall leave work site clean and free of any tools and other materials related to the work.

Contractor shall take all necessary precautions to protect existing County equipment, Contractor's equipment, County facilities, and occupants from damages or harm caused by any work.

Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the County. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

Spillage:
Contractor shall not allow contents of the dumpsters or containers to spill during dumping operations. If spillage occurs, the Contractor shall be responsible for the immediately clean-up of the spillage.

All vehicles used in the performance of the Contractor's duties shall have a broom and pan for sweeping debris. All vehicles used in the performance of the Contractor's duties shall have spill response equipment for containment and clean up.

C. Transition Plan

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the County. In the transition plan, Proposer must describe the following:

- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- Detailed schedule for the transition.
- Proposed strategies for customer communication regarding the transition of service providers.

D. Attachment A: IFB 2027-B03 Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2027-03 Bid Form**. Pricing should be based on per haul.**

All pricing and fees shall include installation and removal of the container. Equipment required, fuel, labor, tipping fees, clean-up costs and all associated costs to perform this service efficiently and effectively.

ESTIMATED QUANTITIES: No warranty is given or implied by the County as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The County reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the County.

ADDITIONAL ITEMS/DUTIES: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the County prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

E. Qualifications

A prospective respondent must meet the following requirements:

- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Must possess the required licenses to operate a business in the State of Texas.
- All employees must possess the certifications, and licenses required by the State of Texas.
- Contractors' vehicles must be permitted in compliance with all Federal, State, County and City requirements.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required.
- Be able to comply with required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Be otherwise qualified and eligible to receive an award.
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing, loading, hauling, delivering, etc.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts. The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

F. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
  - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
  - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Hays County Purchasing Office upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following site, until an award has been made in Commissioners Court:

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

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

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

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

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

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

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

MULTIPLE AWARDS can be made. Determination of source to provide materials for specific jobsites will be made by the Hays County Transportation Department. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

H. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court and will be in effect for a year. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor – Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

I. Invoicing

Invoices shall be sent directly to the Hays County Auditor, 1901 Dutton Drive, Suite E, San Marcos, TX 78666 and attention: Accounts Payable. Payments will be processed after notification that all materials have been received satisfactorily and no unauthorized materials have been received. To expedite

payment and ensure compliance with this contract, all invoices shall refer to the Contract Item Number (ex. B06.1) associated with the materials as listed on the bid form.

J. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

K. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

V. GENERAL DEFINITIONS:

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

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

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

VIII. INVOICING/PAYMENTS:

a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
   County Auditor
   712 S Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

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

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

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

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

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

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

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

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

XVI. CHANGES:

a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

XVII. REPRESENTATIONS:

a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
b. The Contractor's delivery time includes weekends and holidays.
c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
f. Contractor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

XVIII. SUBCONTRACTS:

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

XIX. ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

XXVIII. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of

the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress, or the finding of a completed audit have not been resolved satisfactorily.

XXIX. FORFEITURE OF CONTRACT:

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

XXX. CONTRACTOR CLAIMS NOTIFICATION:

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

XXXI. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

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

XXXIII. CONSTRUCTION OF CONTRACT:

a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

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

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

f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

XXXVI. MODIFICATIONS:

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

XXXVII. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

XXXVIII. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

a. Name County as additional insured as its interests may appear.
b. Provide County a waiver of subrogation.
c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
e. Submit an original certificate of insurance reflecting coverage as follows:

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

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

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

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above, please or have any questions please contact Purchasing at 512-393-2267.

VII. Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict of Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2

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

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

_____

Name of Officer

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

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

Yes No

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

Yes No

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

6

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

7

Name of signatory	Signature	Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Israel Boycott Certification (TGC 2271.002)
  Pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

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

□ no properties were identified; or

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Telecommunications and Video Surveillance Services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Aaron Jones - Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to execute an Advanced Funding Agreement (AFA) by and between Hays County and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), for RM 3237 from RM 150 to RM 12 (CSJ 0805-04-038) and RM 3237 at Lone Man Mountain Road (CSJ 0805-04-039) and amend the budget accordingly. **HAMMER/A.JONES**

Summary:

The proposed Advance Funding Agreement (AFA) between Hays County and the Texas Department of Transportation (TxDOT) provides for additional improvements associated with the RM 3237 projects from RM 150 to RM 12 (CSJ 0805-04-038) and at Lone Man Mountain Road (CSJ 0805-04-039). The agreement establishes a total Hays County contribution of $246,962.48 for improvements constructed including concrete driveways, additional barricades, signage, striping, and an access road. TxDOT has administered the improvements.

Fiscal Impact:

Amount Requested: $246,962.48
Line Item Number: 035-803-96-767.5611_400

Budget Office:

Source of Funds: 2016 Road Bond
Budget Amendment Required Y/N?: Yes
Comments:
$246,963 - Increase Construction Operating Expense 035-803-96-767.5611_400
(246,963) - Decrease Construction Operating Expense 035-800-96.5611_400

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?: N/A
Comments:

Attachments

RM 3237 AFA - Payment and Work
RM 3237 AFA- Signature Page

CCSJ #		**N/A**	
AFA CSJs		**0805-04-038 and 0805-04-039**	
District #	**14**	**AFA ID**	**Z00013068**
Code Chart 64 #		**50106**	
Project Name		**RM 3237 from RM 150 to RM 12FY 25(11SF) and RM 3237 at Lone Man Mountain Rd.**	

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government shall contribute $246,962.48 to two discrete elements of the existing State's project that have been let and described as:

1. CSJ# **0805-04-038**: $65,301 for construction of concrete driveway and additional barricades adjacent to the State Right of Way on RM 3237 at Lone Man Mountain Road in Hays County, Texas.

2. CSJ# **0805-04-039**: $181,661.48 for construction of multiple items including but not limited to driveways, additional signs and striping, and access road on RM 3237 in Hays County, Texas.

The Scope of work above is defined as "**Project**", the Local Government payment to the State shall follow Article 2.B. The Local Government shall be responsible 100% of the "Project" costs including project cost overruns.
The State will perform all work responsibilities of the "Project", will administer the "Project" through change orders.

CCSJ #		**N/A**	
AFA CSJs		**0805-04-038 and 0805-04-039**	
District #	**14**	**AFA ID**	**Z00013068**
Code Chart 64 #		**50106**	
Project Name		**RM 3237 from RM 150 to RM 12FY 25(11SF) and RM 3237 at Lone Man Mountain Rd**	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997, 116752, and 116292** authorizing the State to undertake and complete a highway improvement generally described as construction continuous turn lane, paved shoulders (0805-04-038), and construction turn lanes at multiple intersections (0805-04-039). ; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as:
1**.** A change order to CSJ# 0805-04-038: for construction of concrete driveway and additional barricades adjacent to the State Right of Way on RM 3237 at Lone Man Mountain Road in Hays County, Texas.
2. A change order to CSJ# 0805-04-039: for construction of multiple items including but not limited to driveways, additional signs and striping, and access road on RM 3237 in Hays County, Texas.
Those items referenced in this subsection above is defined as "Project" and described in more detail on Attachment A: PAYMENT PROVISION AND WORK RESPONSIBILITIES; and

CCSJ #		**N/A**	
AFA CSJs		**0805-04-038 and 0805-04-039**	
District #	**14**	**AFA ID**	**Z00013068**
Code Chart 64 #		**50106**	
Project Name		**RM 3237 from RM 150 to RM 12FY 25(11SF) and RM 3237 at Lone Man Mountain Rd**	

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the

Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

CCSJ #		**N/A**	
AFA CSJs		**0805-04-038 and 0805-04-039**	
District #	**14**	**AFA ID**	**Z00013068**
Code Chart 64 #		**50106**	
Project Name		**RM 3237 from RM 150 to RM 12FY 25(11SF) and RM 3237 at Lone Man Mountain Rd**	

Local Government:	**State:**
County of Hays ATTN: County Judge 111 E. San Antonio St., Ste. 300, San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CCSJ #		**N/A**	
AFA CSJs		**0805-04-038 and 0805-04-039**	
District #	**14**	**AFA ID**	**Z00013068**
Code Chart 64 #		**50106**	
Project Name		**RM 3237 from RM 150 to RM 12FY 25(11SF) and RM 3237 at Lone Man Mountain Rd**	

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Contract Amendment No. 1 to 2026-PSA-27 between Hays County and LJA, Inc. formerly known as LJA Engineering, Inc. ("LJA"), for the Goforth Road project in Precinct 1 to add further subconsultant direct expense rate categories.
INGALSBE/A.JONES

Summary:

Contract Amendment No. 1 will add further subconsultant direct expense rate categories to the approved list of rates, which were not previously included in the Professional Services Agreement. No changes to the scope of services or existing compensation cap are proposed.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: 036-801-96-533.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Amendment 1 - 2026-PSA-27

CONTRACT AMENDMENT NO. _1__
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
(2026-PSA-27)

HAYS COUNTY 2025 ROAD IMPROVEMENTS PROJECT: Goforth Road ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and LJA, Inc. f/k/a LJA Engineering, Inc. ("LJA") (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective December 16, 2025 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $2,233,000.76; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER: LJA, Inc.	**COUNTY:**
By: _____	_____
Signature	Signature
_____Thomas Lowe_____	_____
Printed Name	Printed Name
_____Senior Vice President_____	_____
Title	Title
_____10/14/2026_____	_____
Date	Date

APPROVED
By Carlos Lopez at 4:39 pm, Oct 14, 2026

LJA ENGINEERING, INC.	
STANDARD RATE SCHEDULE	
CLASSIFICATIONS	**RATE PER HOUR**
PROJECT PRINCIPAL	$310.00
SENIOR PROJECT MANAGER	$290.00
PROJECT MANAGER	$260.00
QUALITY MANAGER	$260.00
SENIOR ENGINEER	$240.00
PROJECT ENGINEER	$210.00
DESIGN ENGINEER	$185.00
GRADUATE ENGINEER	$150.00
ENGINEER-IN-TRAINING	$150.00
SENIOR DESIGNER	$175.00
DESIGNER	$125.00
SENIOR STRUCTURAL ENGINEER	$260.00
STRUCTURAL ENGINEER	$220.00
SENIOR ENGINEERING TECHNICIAN	$160.00
SENIOR CADD OPERATOR	$145.00
CADD TECHNICIAN	$120.00
PROJECT REPRESENTATIVE	$130.00
SENIOR UTILITY COORDINATOR	$185.00
UTILITY COORDINATOR	$140.00
PUBLIC INVOLVEMENT MANAGER	$240.00
PUBLIC INVOLVEMENT SPECIALIST	$180.00
PUBLIC INVOLVEMENT COORDINATOR	$120.00
GIS ANALYST/CARTOGRAPHY	$145.00
GIS TECHNICIAN	$130.00
ADMIN	$90.00

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.

LJA ENGINEERING, INC.	
DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail - letter size	Current Postal Rate
Overnight Mail - oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
CLOMR Review Fee / each	At Cost
TDLR Plan Review and Registration / each	At Cost
Traffic Counts / each	At Cost
Photocopies B/W (8 1/2" x 11") / each	$0.12
Photocopies B/W (11" x 17") / each	$0.20
Photocopies Color (8 1/2" x 11") / each	$0.75
Photocopies Color (11" x 17") / each	$1.50
Plots (B/W) / square foot	$2.00
Plots (Color) / square foot	$5.00

MCGRAY & MCGRAY LAND SURVEYORS, INC.	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
PROJECT MANAGER	$235.51
SURVEYOR (RPLS) SENIOR	$193.95
SURVEYOR (RPLS)	$171.78
MAPPING EDITOR	$110.83
SURVEY TECHNICIAN SIT	$119.14
SURVEY TECHNICIAN	$98.36
ABSTRACTOR	$94.20
AERIAL MAPPING TECHNICIAN	$94.03
GIS TECHNICIAN	$92.82
LIDAR TASK LEAD	$138.53
LDIAR MAPPING TECHNICIAN	$99.74
ADMIN/CLERICAL	$94.20
3-PERSON SURVEY CREW	$280.00
2-PERSON SURVEY CREW	$220.00
1-PERSON SURVEY CREW	$155.00

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MCGRAY & MCGRAY LAND SURVEYORS, INC.	
DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail - letter size	Current Postal Rate
Overnight Mail - oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Delivery	Actual Cost
Telecom	Actual Cost
Rental Vehicles	Actual Cost
Airfare	Actual Cost
LiDAR Mapping System (Includes vehicle operator, LiDAR Technician mileage on projet and fuel) (Does not include travel to project) / each	$5,000.00
Ground Target (Includes paint, panel material, etc.) / each	$40.00

LJA Environmental Services ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
PRINCIPAL IN CHARGE	$285.00
PROJECT DIRECTOR	$280.00
SENIOR VICE PRESIDENT	$265.00
VICE PRESIDENT	$255.00
SENIOR PROJECT MANAGER	$210.00
PROJECT MANAGER	$190.00
ASSISTANT PROJECT MANAGER	$175.00
PROJECT COORDINATOR III	$175.00
PROJECT COORDINATOR II	$165.00
PROJECT COORDINATOR I	$150.00
PROJECT LEADER III	$160.00
PROJECT LEADER II	$130.00
PROJECT LEADER I	$120.00
FIELD LEADER	$130.00
GIS ANALYST II	$165.00
GIS ANALYST I	$125.00
FIELD TECH III	$120.00
FIELD TECH II	$115.00
FIELD TECH I	$90.00
PROJECT SUPPORT OFFICER II	$135.00
PROJECT SUPPORT OFFICER I	$110.00
EDITOR	$120.00
ADMIN IV	$150.00
ADMIN III	$125.00
ADMIN II	$110.00
ADMIN I	$85.00

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DIRECT EXPENSES	
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Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Materials/Supplies / day	At Cost
Tablet/Geode / each	At Cost
Site Forms / each	At Cost
Hazmat Supplemental Records / each	At Cost
TARL Records Curation Fee / project	At Cost
Photocopies B/W (8 1/2" x 11") / each	$0.15
Photocopies B/W (11" x 17") / each	$0.60
Photocopies Color (8 1/2" x 11") / each	$0.49
Photocopies Color (11" x 17") / each	$1.00
Plots (Color) / square foot	$1.50

Corsair	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Support Manager - GEO/Materials	$285.19
Engineer (Senior)	$238.22
Engineer (Project) - Senior	$202.23
Engineer (Project)	$178.24
Engineer (Design)	$154.94
Engineer-in-Training	$137.12
Engineer Technician - Senior	$93.91
Engineer Technician	$64.00
Engineer Technician - Junior	$49.57
Project Control Specialist	$123.40
Geologist - Junior	$78.83
Administrative/Clerical	$99.82

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Corsair DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Lodging/Hotel (Taxes/fees not included) / day/person	At Cost
Meals (Excluding alcohol & tips) (Overnight stay required) / day/person	At Cost
Portable Message Board / day	At Cost
Flashing Arrow Board / day	At Cost
Law Enforcement/Uniform Officer (including vehicle) / hour	At Cost
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (5 or less days) / day	At Cost
Attenuator Trucks - (Lane/Shoulder Closure) (includes labor, equipment and fuel) / day	At Cost
Attenuator Trucks - (No Lane Closure) (includes labor, equipment and fuel) / day	At Cost
Traffic Control Services, Arrow Boards and Attenuator trucks (includes labor, equpment and fuel)	At Cost
Tree Clearing Services / day	At Cost
Mobilization and Demobilization of Drilling Rig (trips over 100 miles from office to site) / mile	$6.00
Dynamic Cone Penetrometer in Shallow Pavement Applications / each	$15.41
Soil Boring/Rock Coring without TCP (< 60 ft.) / LF	$41.10
Soil Boring/Rock Coring without TCP (> 60 ft.) / LF	$35.96
Concrete/AC Patch / per patch	$102.75
CBR with Proctors / each	$650.00
Borehole Grouting - Bentonite Chips / LF	$10.28
Core Drill Asphalt / each	$154.13
Consolidated Undrained / each	$1,800.00
Determining Moisture Content in Soil Materials / each	$16.44
Determining Liquid Limits of Soils / each	$35.96
Determining Plastic Soil Limits / each	$35.96
Calculating the Plasticity Index of Soils / each	$35.96
Particle Size Analysis of Soils / each	$97.61
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve / each	$66.79
Determining Sulfate Content in Soils - Colorimetric Method / each	$97.61

AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Aaron Jones, Director of Transportation

Sponsor: Commissioner Hammer

Co-Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2027-PSA-22) between Hays County and American Structurepoint, Inc. to provide engineering services for the Dripping Springs Southwest Connection project in Precinct 3 and Precinct 4. **HAMMER/SMITH/A.JONES**

Summary:

American Structurepoint, Inc. has been pre-qualified by Hays County for the requested services on Dripping Springs Southwest Connection through RFQ 2026-Q02 and was selected by Commissioners Court action on November 18, 2025, Item No. I.28. The Professional Services Agreement includes a compensation cap of $10,099,985.00. The proposed Dripping Springs Southwest Connection project, extending from US 290 to RM 12 will feature designing an interim roadway consisting of two lanes featuring 12-foot travel lanes, shoulders, open-ditch drainage, and one 10-foot-wide shared-use path. 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: $10,099,985
Line Item Number: TBD

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: TBD
Comments: Funding needs to be identified and validated prior to project proceeding.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2026-Q02 Professional Engineering Services Pool

Auditor's Office

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

Attachments

WA-01
(PE) 2027-PSA-22

Docusign Envelope ID: 2A75D065-2D68-8CCC-82D5-03B616FAF325

WORK AUTHORIZATION NO. 1

PROJECT: Dripping Spring Southwest Connection

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, 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 $ 10,099,985.

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 upon final acceptance and full execution by the parties. The Notice to Proceed ("NTP") shall be effective upon execution and shall include Item 5a as defined in Work Authorization No. 1, Exhibit B. The Engineer may commence performance of Item 5a immediately upon execution of this Work Authorization. All remaining Engineering Services shall be performed in accordance with written direction from the County regarding the approved scope, schedule, and authorization to proceed. This Work Authorization shall terminate on November 30th, 2028. 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.

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ENGINEER:

American Structurepoint, Inc.

By: DocuSigned by: 776D9161DC924D7... Signature

Steve Davidson
Printed Name

Executive Vice President
Title

10/21/2026
Date

COUNTY:

Hays County, Texas

By: _____ Signature

_____ Printed Name

_____ Title

_____ Date

By: _____ Signature

_____ Printed Name

_____ Title

_____ Date

APPROVED

DocuSigned by: Carlos A. Lopez, P.E. AB5268AB82D4492...

10/21/2026

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

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ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
PRELIMINARY ENGINEERING FOR DRIPPING SPRINGS SOUTHWEST CONNECTION

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 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.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Engineer and the County's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

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12. Provide an agent as necessary to secure proposed ROW.
13. Review Engineer progress, submittals, and plan changes.
14. Provide all subsurface utility engineering, utility investigation, and utility coordination.
15. Provide all necessary easement documentation.

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PROJECT DESCRIPTION

Project Limits
US 290 to RM 12 (7.25 Miles)

Proposed Facility
The Dripping Springs Southwest Connection, extending from US 290 to RM 12, is proposed as an ultimate four-lane roadway featuring 12-foot travel lanes, 4-foot inside shoulders, 10-foot outside shoulders, open-ditch drainage, and two 10-foot-wide shared-use paths. The design also includes six (6) bridge structures and a potential signal at US 290. The proposed right-of-way is approximately 200 feet in width. The interim roadway section will consist of a 2-lane roadway (one lane in each direction), utilizing one direction of the ultimate typical section. This work authorization is for the development of the interim roadway section only. This project will enhance connectivity to RM 12 and serve as an alternative route to US 290.

Design Criteria
The Engineer shall prepare all work in accordance with the latest version at time of contract execution of applicable County procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include:

a. Roadway Design Manual, published by TxDOT;
b. Hydraulic Design Manual, published by TxDOT;
c. Drainage Criteria Manual, published by Hays County;
d. Bridge Design Manual, published by TxDOT;
e. Texas Manual on Uniform Traffic Control Devices (TMUTCD), published by TxDOT;
f. Other State approved manuals and guides.
g. AASHTO LRFD 9th Ed.
h. TxDOT Geotechnical Manual (2024)

When design criteria are not identified in TxDOT manuals, the Engineer shall notify the County and refer to the American Association of State Highway and Transportation

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Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, latest edition at time of contract execution.

The Engineer shall follow the County's guidelines in preparing the PS&E packages, in a form suitable for letting through the County's construction contract bidding and awarding process for the project.

1. PROJECT MANAGEMENT

   Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (**[24]** months assumed):

      - Submit monthly progress reports to the GEC. Each report shall include a deliverables table, completed tasks, planned tasks and objectives for upcoming periods, and items or decisions needed from the County and its representatives. Include subconsultant progress in the monthly report and upload a copy to ProjectWise.
      - Prepare monthly correspondence, invoices, and progress reports in accordance with current County requirements.

   b. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

      - The QA/QC Plan submitted during the schematic phase will remain applicable to this phase of work and will be utilized as the governing framework for all quality assurance and quality control activities.
      - 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.
      - 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.

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- The Engineer shall verify all specifications and associated pay items to ensure quantities are measured and paid correctly. A separate independent quality control review shall be performed to confirm that all quantities have been accurately calculated, included, and documented in the plans, specifications, and estimate.

c. PROJECT COORDINATION AND ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through and with the concurrence of the GEC.
- 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.
- 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

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- Exhibits
- Native Files
- Meetings Minutes
- Agendas

- All contract documents, including native files, shall be submitted 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.

d. PROGRESS/COORDINATION MEETINGS (**[52]** virtual biweekly meetings with GEC/County assumed, **[52]** virtual biweekly meetings with Subconsultants assumed, **[104]** virtual weekly meetings per discipline assumed, **[6]** in-person meetings assumed):

- Attend a kickoff meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- 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.
- Attend TxDOT coordination meetings as needed to discuss on-system intersections.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

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- Conduct internal coordination meetings as required to advance the development of the project.

e. PROJECT DESIGN SCHEDULE:

- 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.

- 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.

f. DELIVERABLES:

- Monthly Invoices and Progress Reports
- QA/QC Documentation with Deliverables
- Project Files
- Meeting Minutes, Sign-In Sheets, and Agendas
- Baseline and Progress Schedules

2. <u>UTILITY SUPPORT</u>

a. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- Incorporate utility information provided by others into design files.

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- Add utility notes to plans and exhibits as necessary from utility information provided by the County's Utility Coordinator.

b. UTILITY MEETINGS (**[10]** meetings assumed):

- Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/mitigating impacts **[up to 6 meetings].**
- Attend meetings with utilities as requested **[up to 4 meetings].**

3. DRAINAGE STUDY

a. FEMA COORDINATION:

- Collect available and applicable State, County, and Federal Emergency Management Agency (FEMA) data, including, but not limited to, GIS data and maps, site survey data, construction plans, previous reports and studies as well as any updates not available or released after the schematic design.
- Coordinate with Local Floodplain Administrator as necessary throughout the project, and request the FEMA effective model and information.
- Prepare and submit Conditional Letter of Map Revision (CLOMR) for three (3) cross-drainage structures in the interim condition per the specific tasks as below.
    - Use standard FEMA storms (10-, 50-, 100-, and 500-year storm events).
    - Create the Proposed Condition hydraulic model for Onion Creek using Construction Drawings to document the changes to the stream from construction of the project, including floodplain reclamation
    - Quantify water surface elevations, velocities, and floodplain/floodway top widths. Create / update delineations for 100-year floodplain, 500-year floodplain, and floodway.
    - Prepare a LOMR application letter report, including MT-2 forms, calculations, and exhibits.

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- Address up to one (1) cycle of comments with the Hays County and make any revisions related to errors, minor differences of opinion, or omissions for approval.

- Address up to two (2) cycles of comments with FEMA and make any revisions related to errors, minor differences of opinion, or omissions for approval.

- Attendance at one (1) virtual meeting with County staff and one (1) virtual meeting with FEMA reviewer.

- Deliverables: Vicinity Map, Effective Floodplain Map, Topographic Work Map, and Annotated FIRM.

b. HYDROLOGIC/HYDRAULIC MODELING (**6** major channel crossings, **14** cross drainage structures assumed):

- Prepare hydrologic and hydraulic models or modify existing models from Schematic Design or best available existing models (obtained from FEMA, Texas Water Development Board, drainage districts, river authorities, cities, etc.) to determine the drainage infrastructure required for the project. The hydrologic modeling shall incorporate Atlas 14 precipitation frequency estimates. HEC-RAS shall be utilized for all bridge-class cross drainage structure modeling. HY-8 shall be utilized for non-bridge-class cross drainage structure modeling. Existing model topography shall be based on survey and/or most recent publicly available LiDAR topographic data. Cross drainage structures shall reflect existing and proposed conditions. Recommend minimum pavement elevations based on cross drainage flood elevations. Identify potential needs for FEMA coordination. Detail the methodologies employed and recommendations. Prepare design of the right-of-way drainage system, ditch design, and cross drainage structures.

- Exhibits and analysis will be prepared in the GIS environment to the practical extent.

c. IMPACT AND MITIGATION ANALYSIS:

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- Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, mitigation analysis, conceptual detention basin layouts, design of control structures, and routing of storm hydrographs through basins.

d. SCOUR ANALYSIS (6 bridges assumed):

- Prepare a scour analysis for stream crossing(s) based on the design, results of boring data, and HEC-RAS hydraulic modeling of proposed bridge-class crossings per *Evaluating Scour at Bridges (HEC 18)*.

4. GEOTECHNICAL SERVICES

a. BORINGS (**31** roadway pavement borings assumed, spaced approximately **800 to 1000** feet to a 15 ft depth; **21** bridge borings to a 60 ft depth; **139** retaining wall borings to a 25 ft depth (2 of the retaining wall borings to 40 ft)):

- The maximum spacing and minimum depth of borings for retaining walls, bridges, slopes and embankments per the latest TxDOT Geotechnical Manual. Minimum depth for retaining wall borings shall be to a depth of at least where stress increase due to estimated foundation load is less than ten percent of the existing effective overburden stress at that depth and between one and two times the wall height as well as penetrate soft highly compressible soils. Borings are to be performed for each significant high-mast tower, overhead sign structure, or culvert to a depth of 10 feet below bottom of foundation. Groundwater elevations shall be taken 15 minutes after initial encounter with groundwater. Additional groundwater elevations shall be taken where clay soils are encountered to obtain a static water level. Field testing shall consist the Standard Penetration Test (SPT) at a minimum of 5-foot intervals. In between the SPT interval obtain Shelby Tube samples and bag samples appropriate for laboratory testing. Pavement boring spacing shall be performed at intervals per the TxDOT Pavement Design Manual and should be to a depth of 15 feet.

- The Engineer shall be responsible for Soil Core Hole Drilling required for bridges, retaining walls, embankment, culvert, sign illumination, high-mast tower, and pavement borings. The Engineer shall follow the procedures in the

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TxDOT Geotechnical Manual and Hays County Specifications and will contact the appropriate utility location services to have underground utilities located prior to drilling in an area.

- The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.
- The Geotechnical Engineer shall obtain a copy of the plans to be used in authoring the Geotechnical and Pavement Report. The purpose is to provide accurate plan information in these reports.

b. GEOTECHNICAL REPORT:

- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to: moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, resilient modulus, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, California Bearing Ratio (CBR) tests, sulfate content tests, lime series analyses.

- Provide a Geotechnical Investigation for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs, and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions/readings, analysis and recommendations for bridge deep foundation, settlement and slope stability of the earthen embankments; and culvert bedding, analysis and recommendations for wingwalls, headwalls, and retaining walls, general earthwork recommendations, wall backfill limits, Swell potential evaluations, Pavement thickness design alternatives with subgrade stabilization, Potential Vertical Rise calculations.

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- Provide geotechnical analysis needed for pavement design, foundation design, slope stability, and water quality ponds, as required. For retaining walls, Engineer will provide calculations including global stability, sliding, bearing capacity, and overturning and recommendations for minimum footing depth. Where retaining walls will be inundated due to water, a drawdown analysis is required. In addition, retaining wall backfill type shall be specified. A sketch is required showing the backfill type and limits. Show the limits of the foundation material, aggregate backfill material and retained fill material. Provide the information to include in an RW(MSE)DD plan sheet. For bridge foundation design, axial capacity charts will be provided using LRFD resistance factors. The capacity curves shall be adjusted for the upper moisture change zone (5 to 10 feet) and scour. Water quality pond recommendations will include liner specifications and bearing capacity for detention basin footings.

- The pavement design will include consideration of traffic loads to be estimated by the Engineer. Pavement design shall follow the latest TxDOT Pavement Design Manual. The traffic data required includes current and projected traffic counts and truck percentages. The Engineer will prepare four (4) flexible pavement design alternatives. Flexible pavement design alternatives shall include: subgrade stabilization (utilizing lime or cement) and flexible base layer; full depth asphalt section; driveway section; temporary full depth asphalt pavement section. If lime is not recommended, an explanation shall be provided for approval by the County Engineer. Geogrid reinforcement will also be considered in these designs. Identify areas of possible sulfates in subgrade. Pavement thickness options using latest version of **TxDOT FPS-21** For flexible pavements and Pavement Designer for rigid pavements, if applicable.

c. DELIVERABLES:

- Draft & Final Pavement Design Report
- Draft & Final Bridge and Retaining Wall Design Report

5. PLAN PREPARATION

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Plans shall be prepared per **[TxDOT]** criteria including applicable submittal requirements per Hays County PS&E Development Plan Submittal Checklist including: cost estimate, checklists, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

a. CONCEPTUAL LAYOUT (Pre-30% Submittal):

- Submit an updated Design Summary Report (DSR) and Interim typical sections and note any recommend changes to the previously approved design criteria.
- Prepare a conceptual Interim layout of the Project based on the existing approved schematic showing the proposed project limits, typical sections, ROW, edge of pavement, bridge limits, existing utilities, and preliminary drainage (pipe, ditch, & pond locations).
- Prepare conceptual alternative layouts evaluating interim construction scenarios for either the westbound or eastbound facility. For each interim condition scenario, develop and evaluate two (2) alternative intersection configuration concepts at each intersection (Mt. Gainer Rd. and Creek Rd.). Evaluation of the alternatives will be limited to a conceptual geometric review to determine layout feasibility and compatibility with the proposed interim roadway configuration. No operational, traffic, or signal warrant analyses are included.

b. ROADWAY:

- Plan and Profile
- The Engineer shall provide roadway plan and profile drawings using CADD standards as required by TxDOT. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the County. Existing and proposed right-of-way

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lines must be shown. Plan and Profile for shared-use path must be shown on separate sheets depending on deviance from typical section.

- The plan view must contain the following design elements:

    a. Calculated roadway centerlines for mainlanes and cross streets, and shared-use path as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.

    b. Pavement edges for all improvements (mainlanes, ramps, cross streets, and driveways, if applicable).

    c. Lane and pavement width dimensions.

    d. Proposed structure locations, lengths, and widths.

    e. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.

    f. Drawing scale shall be 1" =100'

    g. Control of access line, ROW lines, and easements.

    h. Begin and end superelevation transitions and cross slope changes.

    i. Limits of riprap, block sod, and seeding.

    j. Existing utilities and structures.

    k. Benchmark information.

    l. Metal beam guard fence locations

    m. Radii call outs, curb location, Concrete Traffic Barrier (CTB), crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

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- The profile view must contain the following design elements:

    a. Calculated profile grade for proposed mainlanes (cite direction), cross streets, and shared-use path, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.

    b. Existing and proposed profiles along the proposed centerline of the mainlanes, and the front edge of shared-use path.

    c. Calculated vertical clearances at grade separations and overpasses, considering the appropriate superelevation rate, superstructure depth and required clearance.

    d. The location of interchanges, mainlanes, and grade separations (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).

    e. Drawing vertical scale to be 1" =10'.

- Survey Control Layout

    - The Consultant will prepare a Survey Control Index Sheet and a Horizontal and Vertical Control Sheet, signed, sealed and dated by the responsible RPLS for insertion into the plan set. The Survey Control Index Sheet shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the Horizontal and Vertical Control sheet identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the Survey Control Index Sheet and the Horizontal and Vertical Control Sheet should be used in conjunction with each other.

- Project Layout

    - The engineer shall prepare project layout sheets that identify the project area and limits of work.

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- Typical Sections
  - The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.
- Typical Section Detail
  - The Engineer will provide pavement design details as needed for the entirety of the project as well as cut and fill wall details.
- Roundabout Design and Performance Checks
  - The Engineer shall analyze and develop Roundabout Performance Check Exhibits for up to three (3) roundabouts on 11”x17” exhibits for any of the following:
    a. Stopping Sight Distance for approach, in circulatory roadway and at crosswalk to exit
    b. Intersection Sight Distance
    c. Fastest Path
    d. Natural Path
    e. Design Vehicle Turning Movements using WB-67
    f. Vehicle Speed Estimations

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- 3D Modeling, Cross Sections & Earthwork
    - The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be created from the 3D corridor model and must be delivered in the standard TxDOT format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.
- Spot Elevations/Intersection Details
    - The Engineer shall provide a spot elevation layout detailing the pavement design and drainage design at the approaches of each roundabout. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and Americans with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.
- Cross Streets
    - The Engineer shall provide a cross street plan and profile sheets and intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and Americans with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.
- Driveway Plan and Profile

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- The Engineer shall provide driveway plan and profile sheets showing driveway typical sections, any necessary construction details, and individual plan and profile for each driveway (up to 5 driveways).

- Summary of Estimated Quantities
  - The Engineer shall provide the summaries and quantities within all formal submittals.

- Estimate
  - The Engineer shall independently develop and report quantities necessary to construct the contract in standard County bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction cost estimates using TxDOT bid items and recent bid tabs. The estimate shall be provided at each milestone submittal.

- Contract Time Determination
  - The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the TxDOT standard definitions of calendar and working days). The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages.

- General Notes and Specifications
  - The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the TxDOT Austin District's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. In addition, the Engineer shall include applicable Owner general notes. The Engineer shall provide

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General Notes, Special Specifications and Special Provisions in the required format.

- Constructability Review
  - The Engineer shall provide Independent Quality Review of the constructability of the PS&E sets.
  - The Engineer shall perform constructability reviews at major project design milestones (e.g., 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work and Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SWP3), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the Owner at major project design milestone submittals.
- Horizontal Alignment Data

  The Engineer shall provide the necessary sheet(s) listing alignment tangent and curve data for the main roadway and for all cross streets.
- Cross Slope Data

  The Engineer shall provide the necessary sheet(s) listing the cross slopes along the project for both directions of travel including superelevation transitions. Additionally, the Engineer will provide a superelevation sign convention diagram.

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- Removal Plan

  The Engineer shall provide removal sheets showing the quantities for removal of existing roadway items, specifically at the beginning and end of project, and at intersections.

- Standards

  The Engineer shall provide all necessary TxDOT standards sheets relevant to the project as well as any project-specific standard details sheets.

c. Traffic Control Plan, Detours and Sequence of Construction

- Prepare traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

d. BRIDGE

- Design and detail bridge including layout, beam layout, abutment and span details, and standards per TxDOT's Bridge Project Development Manual, Load and Resistance Factor Design (LRFD) Bridge Design Manual, and Bridge Detailing Manual Bridge Design Manual. Custom bridge details are anticipated. The interim bridge design will consist of 2-lanes (one direction of the ultimate typical section). The interim bridge width will accommodate a future SUP. Aesthetic treatments, other than typical formliners or provided aesthetic details are not anticipated and are considered additional work for design and layout development. The following bridges are included with the PS&E design:

  - Bridge 1: Over Onion Creek (Approx. 910' length, 55' width; two lanes and shared use path). Assumed superstructure is Prestressed TX Girders.

  - Bridge 2: Over Onion Creek Tributary 24 (Approx. 940' length, 55' width, two lanes with shared use path). Assumed superstructure is Prestressed TX Girders.

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- Bridge 3: Over Unnamed Tributary (Approx. 690' length, two lanes with shared use path). Assumed superstructure is Prestressed TX Girders.
- Bridge 4: Over Unnamed Tributary (Approx. 340' length, 55' width; two lanes with shared use path). Assumed superstructure is Prestressed TX Girders.
- Bridge 5: Over Unnamed Tributary (Approx. 1875' length, 55' width: two lanes with shared use path). Assumed superstructure is Prestressed TX Girders.
- Bridge 6: Over Onion Creek (Approx. 1200' length, 57' width: two lanes with shared use path). Assumed superstructure is Prestressed TX Girders.

- Prepare bridge layout sheets and develop 3-dimensional OpenBridge models for each bridge. The 3D bridge model must consist of 3D elements for slab, beams, abutments, wingwalls, caps, columns, and foundations.
- Design and prepare plan sheets for the bridge geometry, bearing seat elevations, superstructure, substructure (abutment and bent caps), columns, and foundations.
- Incorporate all applicable standards into the PS&E package. Modify standard details or create specialty structural details, as required, specific to the project.
- Develop construction quantities for each bridge to support bidding and cost estimating.
- Prepare technical specifications, special provisions, and general construction notes necessary for project bidding and construction.
- Design the modifications to the standards details or design site specific details.

e. RETAINING WALLS

- The engineer shall prepare project key map sheets identifying the overall project limits and wall locations.

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- Develop and incorporate horizontal alignment data necessary for wall layout, design, and construction plan preparation.
- Develop retaining wall plan and profile layouts for fill and cut walls (1" = 40' sheets). 23 fill walls and 17 cut walls are anticipated.
- Prepare typical wall section sheets illustrating wall geometry.
- Develop soil nail layout drawings showing nail spacing, lengths, inclinations, and other design criteria.
- Perform structural analysis and design of cut wall systems in accordance with applicable codes, standards, and project-specific requirements.
- Prepare miscellaneous engineering details necessary to support construction and implementation of the wall systems.
- Develop structural details and construction drawings for headwalls, including site-specific connection details as required.
- Prepare utility conflict mitigation and special detailing for wall interfaces with existing or proposed water, sewer, drainage, and other utility facilities.
- Design and prepare construction details for associated structural features, including wall coping, flumes, transition retaining features (TRFs), pond walls, and similar appurtenant structures as required.
- Develop construction quantities for wall systems and associated structural elements to support bidding and cost estimating.
- Incorporate retaining wall quantities and unit costs into the engineer's opinion of probable construction cost.
- Incorporate all applicable standards into the PS&E package.
- Prepare technical specifications, special provisions, and general construction notes necessary for project bidding and construction.

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- Coordinate with the geotechnical engineer and incorporate subsurface information, design parameters, and geotechnical recommendations into the wall design and contract documents.

- Perform a constructability review of the proposed wall systems and associated features to identify potential construction challenges, sequencing issues, and opportunities for improved implementation.

f. DRAINAGE

- Overall Drainage Area Maps

  - The engineer shall provide drainage area maps drawn at (1" = 2000') and (1" = 500') scale to document the size and location of the watersheds used to size each of the bridge or culvert crossings based on USGS topographic maps, local contour maps, and/or field survey data.

- Internal Drainage Area Maps

  - The engineer shall provide internal drainage area maps drawn at (1" = 200') scale to document the size and location of the watersheds used to size each of the storm sewer, inlet drainage structures, and ditches or appurtenances. Based on USGS topographic maps, local contour maps, and/or field survey data.

  - The engineer shall prepare hydraulic and hydrological calculations for proposed drainage structures (20 crossings) and water quality pond structures (9 pond locations. Hydraulic and hydrologic calculations and models prepared during the schematic phase shall be updated to reflect the interim pavement and bridge section design.

- Storm Sewer

  - The Engineer shall design and prepare plan view details for the proposed storm sewer system and roadside ditches, including pipe sizing, inlet locations, ditch geometry, and associated drainage appurtenances.

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- The Engineer shall prepare lateral profile sheets.
- The Engineer shall prepare hydraulic computation sheets for all proposed storm sewer and roadside ditches.

- Cross-Drainage
  - The Engineer shall prepare Hydraulic Data Sheets for up to four (4) roadway crossings analyzed using HEC-RAS models and up to eight (8) culverts analyzed using HY-8 models.
  - The Engineer shall prepare culvert layout sheets for up to eight (8) culverts, including plan & profile information and culvert geometry.
- Misc. Drainage Details
  - The Engineer shall prepare channel grading plans and details for up to four (4) locations.
  - The Engineer shall prepare water quality pond grading plans and details for up to nine (9) locations.
  - The Engineer shall design and prepare details for up to four (4) special outfall structures.
  - The Engineer shall provide all necessary TxDOT standard details.
- The Engineer shall prepare all necessary drainage quantity summaries.
- The Engineer shall coordinate with the GEC regarding utility conflicts and implement necessary design revisions to accommodate utility coordination efforts.

g. SCOUR ANALYSIS ([6] crossings assumed):

- The Engineer shall prepare scour data sheets for up to six (6) stream crossings.

h. SIGNING AND PAVEMENT MARKINGS:

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- Prepare signing and marking layout per current version of Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

i. SIGNALIZATION AND ILLUMINATION

- Based on the results of the traffic signal warrant study, the Engineer shall prepare traffic signal plan sheets for new signals at the existing US 290 and future Dripping Springs Southwest Connection intersection: existing traffic control that will remain, roadway improvements, installation, additional traffic controls, illumination, elevation sheets, phase sequence diagrams, signal sequence table, flashing operation, cycle length, interval timing.

- Utilize TxDOT standard detail sheets for construction details including poles, detectors, pull box, conduit layout, and controller foundation. Utilize TxDOT specifications and provisions required for traffic signal.

- Coordinate with GEC in identifying power sources.

- The Engineer shall refer to TxDOT's Highway Illumination Manual and other deemed necessary Owner-approved manuals for the design of safety lighting at the proposed roundabout intersections along Dripping Springs Southwest Connection (RM-12, Creek Rd and Mt. Gainor Rd.). The Engineer shall provide a preliminary layout for initial review and approval by the Owner. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, and service pole assemblies. The Engineer shall integrate existing illumination within the project limits into the proposed design. The Engineer shall coordinate with the Owner to determine the pole height, pole and fixture type (decorative or TxDOT standard). Illumination will accommodate dark skies compliant lighting.

j. WATER QUALITY:

- Update water quality permanent Best Management Practices (BMP) watersheds based on PS&E data and confirm water quality treatment requirements for each drainage basin.

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- Coordinate temporary and permanent BMPs to comply with Texas Commission on Environmental Quality (TCEQ) regulations.
- Design water quality ponds (9 sand filter basins assumed) based on TCEQ treatment requirements.
- Update water quality pond design based on comments from 30%, 60% and 90% submittal reviews.
- Develop 3D grading model of water quality ponds.
- Prepare construction plan sheets and quantities for permanent BMPs.
- Update plan sheets and quantities based on comments from 30%, 60% and 90% submittal reviews.
- Prepare temporary and permanent treatment exhibits.
- Vegetated filter strips will be considered for the interim condition, where feasible, into plan sheets and models.

k. STORM WATER POLLUTION PREVENTION PLANS (SW3P)

- The Engineer shall develop a Storm Water Pollution Prevention Plan (SWP3) on sheets separate from, but consistent with, the Traffic Control Plan (TCP), to minimize potential impacts to receiving waterways during construction. The SWP3 shall include narrative descriptions and supporting details identifying the quantities, types, phases, and locations of temporary and permanent erosion and sediment control measures. The SWP3 sheets shall also provide designated fields for documenting the installation and removal dates of all Best Management Practices (BMPs) included within the plan.

l. DELIVERABLES:

- Design Summary Report, Interim Typical Sections, and Conceptual Layout
- 30%, 60%, 90%, 100%, and Final PS&E Submittal

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Prepare plan set/address comments from previous submittal comprised of all sections of the project, including but not limited to: roadway, drainage, bridge, retaining walls, environmental, and water quality. Additionally, preparation of the plan set will include verification of all sheets being signed and numbered correctly.

- Scour Analysis

6. EXCLUSIONS

- **Design for the ultimate roadway build**
- **Continuous illumination photometrics, design, and analysis**
- **Preparation of easement documents**
- **Traffic forecast of future land-use development and roadway connectivity**
- **Traffic capacity analysis for additional intersections and scenarios other than those included in the scope above**
- **2D / 3D micro-simulation modeling and video animation**
- **Geologic Assessment**
- **Large Guide Sign Detail Sheets**
- **Regional Detention design**
- **Structural Design – splitter boxes, special junction boxes, etc.**
- **SUE or UC services**
- **Landscape design or aesthetics, including on bridges**
- **Construction management plan.**
- **Utility design**
- **Noise wall design**

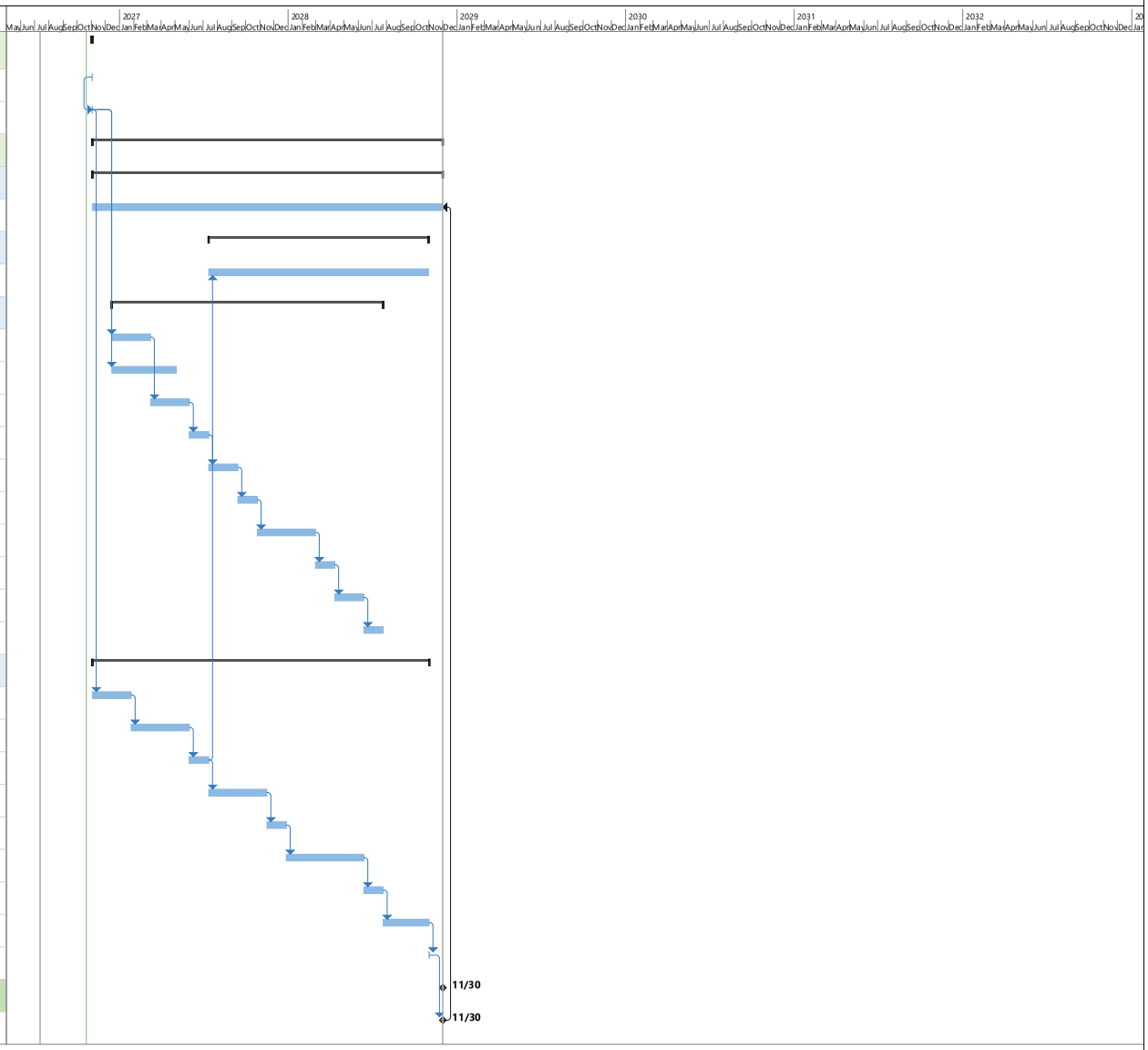
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- Public Involvement
- Survey services
- ROW Acquisition outside of effort shown in the schematic.
- TxDOT permit for connections at RM-12 and US-290.
- Traffic data collection, analysis, design, and simulations
- Traffic signal system inventory of existing equipment
- Traffic safety analysis
- ITS design
- Toll revenue study
- Engineering summary report
- Alternate bid pavement design and plan development
- Construction Phase Services
- Bid analysis and recommendation for award
- Bidding phase services
- CLOMR applications
- Contributing zone plan
- CZP application
- Special utility details
- WPAP application

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Hays County
Dripping Springs Southwest Connection
WA#1

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Dripping Springs Southwest Connection**	**1 day**	**Mon 11/2/26**	**Mon 11/2/26**
2		Notice to Proceed	1 day	Mon 11/2/26	Mon 11/2/26
3		Coordinate Kick-off Meeting	1 day	Mon 11/2/26	Mon 11/2/26
4		**WA#2 - PS&E**	**543 days**	**Tue 11/3/26**	**Thu 11/30/28**
5		**Project Management**	**543 days**	**Tue 11/3/26**	**Thu 11/30/28**
6		Project Coordination & Administration	543 days	Tue 11/3/26	Thu 11/30/28
7		**Utility Support**	**340 days**	**Tue 7/13/27**	**Mon 10/30/28**
8		Incorporate Utilities into plans	340 days	Tue 7/13/27	Mon 10/30/28
9		**Geotechnical Services**	**420 days**	**Tue 12/15/26**	**Mon 7/24/28**
10		Pavement Borings	60 days	Tue 12/15/26	Mon 3/8/27
11		Wall and Bridge Borings	100 days	Tue 12/15/26	Mon 5/3/27
12		Prepare Draft Pavement Design Report	60 days	Tue 3/9/27	Mon 5/31/27
13		GEC Review	30 days	Tue 6/1/27	Mon 7/12/27
14		Prepare Final Pavement Design Report	45 days	Tue 7/13/27	Mon 9/13/27
15		GEC Review	30 days	Tue 9/14/27	Mon 10/25/27
16		Prepare Draft Structural Geotechnical Report	90 days	Tue 10/26/27	Mon 2/28/28
17		GEC Review	30 days	Tue 2/29/28	Mon 4/10/28
18		Prepare Final Structural Geotechnical Report	45 days	Tue 4/11/28	Mon 6/12/28
19		GEC Review & Acceptance	30 days	Tue 6/13/28	Mon 7/24/28
20		**Plan Preparation**	**522 days**	**Tue 11/3/26**	**Wed 11/1/28**
21		Prepare Conceptual Layout	60 days	Tue 11/3/26	Mon 1/25/27
22		Prepare 30% PS&E	90 days	Tue 1/26/27	Mon 5/31/27
23		GEC and County Review of 30% Plans	30 days	Tue 6/1/27	Mon 7/12/27
24		Prepare 60% PS&E	90 days	Tue 7/13/27	Mon 11/15/27
25		GEC and County Review of 60% Plans	30 days	Tue 11/16/27	Mon 12/27/27
26		Prepare 90% PS&E	120 days	Tue 12/28/27	Mon 6/12/28
27		GEC and County Review of 90% Plans	30 days	Tue 6/13/28	Mon 7/24/28
28		Prepare 100% PS&E	71 days	Tue 7/25/28	Tue 10/31/28
29		Submit Final PS&E	1 day	Wed 11/1/28	Wed 11/1/28
30		**WA End**	**0 days**	**Thu 11/30/28**	**Thu 11/30/28**
31		Contract End	0 days	Thu 11/30/28	Thu 11/30/28



Project: DSSWC
Date: Wed 10/21/26
WA#2

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

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ATTACHMENT D: FEE SCHEDULE
HAYS COUNTY
WA#1 Dripping Springs Southwest Connection

Task	American Structurepoint Inc.	Pape-Dawson Consulting Engineers, LLC	Raba Kistner Consultants	Total Labor
1. PROJECT MANAGEMENT	$ 509,124.00	$ 119,150.00	$ 37,003.38	$ 665,277.38
2. UTILITY SUPPORT	$ 38,353.00			$ 38,353.00
3. DRAINAGE STUDY	$ 714,959.00	$ 303,020.00		$ 1,017,979.00
4. GEOTECHNICAL SERVICES	$ 19,660.00		$ 116,940.35	$ 136,600.35
5. PLANS PREPARATION	$ 7,254,917.00	$ 351,830.00		$ 7,606,747.00
ODE	$ 725.00	$ 725.00	$ 633,578.88	$ 635,028.88
TOTAL	**$ 8,537,738.00**	**$ 774,725.00**	**$ 787,522.61**	**$ 10,099,985.61**

Docusign Envelope ID: 2A75D065-2D68-8CCC-82D5-03B616FAF325

ATTACHMENT D: FEE SCHEDULE
HAYS COUNTY
WA#1 DRIPPING SPRINGS SOUTHWEST CONNECTION PS&E

Task	Sheets	Principal	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Senior Technician	Technician	Landscape Architect	Admin / Clerical	Total Hours	Total Labor
		$334.00	$328.00	$334.00	$269.00	$228.00	$193.00	$175.00	$260.00	$190.00	$250.00	$180.00	$290.00	$190.00	$170.00	$215.00	$140.00	$175.00	$100.00		
PS&E - 30% PSE to Final Design (24 Months)																					
1. PROJECT MANAGEMENT		61	230	0	600	200	280	114	70	130	0	0	100	120	108	0	104	0	47	**2164**	**$ 509,124.00**
a. Monthly Progress Reports, Invoicing and Billings (24 months)		6	120		120														47	**293**	**$ 78,344.00**
b. Quality Assurance and Quality Control (QA/QC) Documentation		24	20		100		120	40	20	40			20	40	80					**504**	**$ 111,436.00**
c. Project Coordination and Administration		5	30		100	80														**215**	**$ 56,650.00**
d. Progress/Coordination Meetings (52 biweekly virtual, 6 external)		20	40		160	100		60	50	50			40	40			104			**664**	**$ 152,400.00**
e. Project Design Schedule		1	20		80	20	80													**201**	**$ 48,414.00**
f. Deliverables																					
1. 30% Submittal		1			8		16	3		8			8	8	6					**58**	**$ 12,479.00**
2. 60% Submittal		1			8		16	3		8			8	8	6					**58**	**$ 12,479.00**
3. 90% Submittal		1			8		16	3		8			8	8	6					**58**	**$ 12,479.00**
4. Final Submittal (100%)		2			16		32	5		16			16	16	10					**113**	**$ 24,443.00**
2. UTILITY SUPPORT		2	15	0	0	15	80	27	0	0	0	0	0	0	54	0	0	0	0	**193**	**$ 38,353.00**
a. Incorporate Utility Information Into Engineering Drawings			5			5	60	20							40					**130**	**$ 24,660.00**
b. Utility Meetings (10)		2	10			10	20	7							14					**63**	**$ 13,693.00**
3. DRAINAGE STUDY		6	40	48	177	40	0	626	392	1028	0	0	0	0	1252	32	4	0	0	4066	**$ 714,959.00**
a. FEMA Coordination		0	8	4	32	8	0	32	40	96	0	0	0	0	64	24	0	0	0	**729**	
Prepare and submit CLOMR (assume 3 rounds of County/FEMA comments and resubmittals for each crossing)			8	4	32	8		32	40	96					64	24				**308**	$ 64,672.00
a. Hydrologic/Hydraulic Modeling		4	30	32	112	30	0	480	256	620	0	0	0	0	960	0	0	0	0	**2524**	
Update HEC-RAS Proposed Models for Interim Condition		1	4	20	12	4		80	40	100					160					**421**	**$ 83,066.00**
Update HEC-HMS Proposed Models for Interim Condition		1	4	4	12	4		80	40	80					160					**385**	**$ 73,922.00**
Update HY-8 Proposed Models for Interim Condition		1	2	4	8	2		53	16	40					106					**232**	**$ 43,989.00**
Detailed Ditch and Strom Sewer Design for Interim Condition		1	20	4	80	20		267	160	400					534					**1486**	**$ 289,415.00**
b. Impact and Mitigation Analysis		0	0	4	20	0	0	67	32	80	0	0	0	0	134	0	0	0	0	**337**	
Prepare an impact analysis				4	20			67	32	80					134					**337**	**$ 64,741.00**
c. Scour Analysis		2	2	8	13	2	0	47	64	232	0	0	0	0	94	8	4	0	0	**476**	**$ 95,154.00**
Scour Analysis (6 bridges)	6	1	1	4	5	1		27	24	200					54	8	4			**329**	**$ 63,996.00**
Scour Report and TxDOT Forms (6 bridges)	6	1	1	4	8	1		20	40	32					40					**147**	**$ 31,158.00**
4. GEOTECHNICAL SERVICES		0	20	0	20	0	40	0	0	0	0	0	0	0	0	0	0	0	0	**80**	**$ 19,660.00**
a. Incorporate Geotechnical Information Into Engineering Drawings			20		20		40													**80**	**$ 19,660.00**
5. PLANS PREPARATION		76	590	110	1416	1890	3133	5120	516	670	0	278	848	3291	13968	3806	2223	0	0	**37925**	**$ 7,254,917.00**
a. Design Criteria and Conceptual Layout		8	35	0	60	115	200	120	0	0	0	0	0	0	240	0	120	0	0	**898**	**$ 173,712.00**
Prepare Interim Conceptual Layout		5	20			100	80	40							80		120			445	**$ 83,870.00**
Interim Cost Estimate		1	5		20	5	40	13							26					110	**$ 22,909.00**
Alternatives Analysis (2 Concepts)		1	5		20	5	40	27							54					152	**$ 30,119.00**
Interim Intersection Alternatives (4 Concepts)		1	5		20	5	40	40							80					191	**$ 36,814.00**
b. Roadway	291	37	140	40	759	989	1875	1775	0	0	0	0	20	20	3550	399	1547	0	0	**11151**	**$ 2,089,266.00**
Title Sheet	1		1		1	2	12	11							22					49	**$ 9,034.00**
Index of Sheets	2		1		2	4	24	13							26					70	**$ 13,105.00**
Roadway Plan & Profile	36	5	10		100	110	280	222							444	40	300			1511	**$ 275,900.00**
Shared Use Path Plan & Profile	36	5	10		80	90	200	127							254	10	250			1026	**$ 188,145.00**
Survey Control Layout	4		1		1		4	3							6					15	**$ 2,914.00**
Project Layout	6	1	3		10	13	14	20							40		30			131	**$ 24,174.00**
Typical Sections	6	1	2		10	13	20	20							40		32			138	**$ 25,284.00**
Typical Section Details	2				3	3	6	8							16		10			46	**$ 8,169.00**
Roundabout Design and Performance Checks		6	25	40	100	130	120	80							160	10	135			806	**$ 165,514.00**
3D Modeling			10		100	210	400	667					20	20	1334					2761	**$ 508,365.00**
Cross Sections (100' Interval)	120	8	20		90	140	280	167							334	200	350			1589	**$ 297,407.00**
Earthwork		1	5		50	50	100	63							126	50				445	**$ 89,319.00**
Proposed Surface			5		50	60	125	79							158	50				527	**$ 104,330.00**
Spot Elevations / Intersection Details	4	1	5		50	35	60	63							126	10	100			450	**$ 83,579.00**
Cross Street Plan and Profile	12	1	5		25	25	50	95							190	5	150			546	**$ 95,049.00**
Driveway Plan and Profile	3		4		4	4	20	20							40	10	20			122	**$ 22,410.00**
Summary of Estimated Quantities	8	2	10		32	42	64	31							62	4	70			317	**$ 61,109.00**
Estimate		1	5		16	21	32	15							30	2	32			154	**$ 29,877.00**
Contract Time Determination		1	5		10	10	10	16							32	5				89	**$ 18,189.00**
General Notes and Specifications	20	1	5		10	10	20	19							38		40			143	**$ 26,189.00**
Constructability Review @ 60% PS&E								0							0					0	$ -
Horizontal Alignment Data	6				3	3	6	8							16	1	8			45	**$ 8,104.00**
Cross Slope Data	1	1	2		2	2	8	7							14	1	2			39	**$ 7,628.00**
Removal Plan	4	1	5		8	8	16	8							16	1	18			81	**$ 15,893.00**
Roadway Standards	20	1	1		2	4	4	13							26					51	**$ 9,579.00**

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ATTACHMENT D: FEE SCHEDULE
HAYS COUNTY
WA#1 DRIPPING SPRINGS SOUTHWEST CONNECTION PS&E

Task	Sheets	Principal	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Senior Technician	Technician	Landscape Architect	Admin / Clerical	Total Hours	Total Labor
		$334.00	$328.00	$334.00	$269.00	$228.00	$193.00	$175.00	$260.00	$190.00	$250.00	$180.00	$290.00	$190.00	$170.00	$215.00	$140.00	$175.00	$100.00		
c. Traffic Control Plan, Detours and Sequence of Construction	76	6	22	0	156	62	156	260	0	0	0	0	0	0	520	150	230	0	0	1562	$ 293,778.00
TCP Narrative	1	1	2		4	4	4	3							6	2				26	$ 5,725.00
TCP Advance Warning Signs	1				2										0	2				4	$ 968.00
TCP Typical Sections	6	1	4		6	6	10	20							40	4	20			111	$ 20,518.00
TCP Plan Layouts (5 Phases)	25	2	8		30	12	40	87							174		130			483	$ 84,823.00
TCP Model (Cross Streets)		1	4		40		40	33							66	100				284	$ 58,621.00
TCP Driveway Details	4				20	10	10	27							54	10	20			151	$ 28,445.00
TCP Cut & Restore Details	4				20	10	10	27							54	10	20			151	$ 28,445.00
TCP Temporary Pavement Plan and Profiles	4				20	10	10	27							54	10	20			151	$ 28,445.00
TCP Temporary Wall Plan and Profiles	2	1	4			10	10	13							26	12				76	$ 15,131.00
TCP Detours	4				12		20	10							20		10			72	$ 13,638.00
TCP Standards	25				2		2	13							26		10			53	$ 9,019.00
d. Bridge	214	0	212	0	0	98	0	2267	0	0	0	0	527	2503	4584	2566	0	0	0	**12757**	$ 2,447,975.00
Bridge 1 - STA 70+00 (910' Length)	34	0	23	0	0	0	0	366	0	0	0	0	68	397	732	390	0	0	0	**1976**	$ 375,034.00
Summary of Estimated Quantities	1		1					3					1	4	6	4				19	$ 3,783.00
Bridge Layout	3		1					13					4	20	26	40				104	$ 20,583.00
Typical Section	1		1					5					1	4	10	8				29	$ 5,673.00
Test Hole Data	5		1					11					4	10	22	40				88	$ 17,653.00
Foundation Design Data	3		1					13					4	10	26	20				74	$ 14,383.00
Estimated Quantities And Bearing Seat Elevations	1		1					8					2	8	16	16				51	$ 9,988.00
Abutment No. 1	2		1					10					4	10	20	40				85	$ 17,138.00
Abutment No. 8	2		1					10					4	10	20	40				85	$ 17,138.00
Interior Bent No. 2 - 7	2		1					10					4	10	20	40				85	$ 17,138.00
Girder Layout	3		1					11					4	10	22	40				88	$ 17,653.00
Prestressed Concrete I-Girder Unit	6		1					13					4	24	26	40				108	$ 21,343.00
IGND	1		1					1					1	1	2	2				8	$ 1,753.00
Bridge Standard & MOD/Specialty Details	4		1					13					4	12	26	40				96	$ 19,063.00
								0													
ADDITIONAL DESIGN TASKS																					
1. Quantity Calculations			1					13					1	10	26					51	$ 9,213.00
2. Bridge Geometry and Bearing Seat Elevation			1					20					4	10	40					75	$ 13,688.00
3. Superstructure design (7 spans)			1					53					1	40	106					201	$ 35,513.00
4. Substructure Bent Cap design (2 abutments, 6 bents)			1					80					2	100	160					343	$ 61,108.00
5. Substructure Column Design			1					13					2	10	26					52	$ 9,503.00
6. Substructure Drilled Shaft Design								0							0					0	$ -
A. Axial Design			1					13					4	10	26					54	$ 10,083.00
B. Lateral Design			1					27					4	20	54					106	$ 19,193.00
C. Length and Tip Elevations			1					8					4	10	16					39	$ 7,508.00
7. Prepare special provisions and special specifications			1					3					2	4	6					16	$ 3,213.00
8. MOD Standard			1					8					2	10	16					37	$ 6,928.00
9. OpenBridge Model								7					1	40	14	20				82	$ 15,795.00
Bridge 2 - STA 107+01 (940' Length)	**36**	**0**	**24**	**0**	**0**	**0**	**0**	**415**	**0**	**0**	**0**	**0**	**72**	**401**	**870**	**250**	**0**	**0**	**0**	**2032**	$ 379,217.00
Summary of Estimated Quantities	1		1					3					1	4	6	4				19	$ 3,783.00
Bridge Layout	3		1					13					4	20	26	20				84	$ 16,283.00
Typical Section	1		1					5					1	4	10	8				29	$ 5,673.00
Test Hole Data	5		1					11					4	10	22	20				68	$ 13,353.00
Foundation Design Data	3		1					13					4	10	26	20				74	$ 14,383.00
Estimated Quantities And Bearing Seat Elevations	1		1					8					2	8	16	16				51	$ 9,988.00
Abutment No. 1	2		1					10					4	10	20	20				65	$ 12,838.00
Abutment No. 9	2		1					10					4	10	20	20				65	$ 12,838.00
Interior Bent No. 2 - 5 & 8	2		1					10					4	10	20	20				65	$ 12,838.00
Interior Bent No. 6 & 7	2		1					10					4	10	20	20				65	$ 12,838.00
Girder Layout	3		1					11					4	10	22	20				68	$ 13,353.00
Prestressed Concrete I-Girder Unit	6		1					13					4	20	26	20				84	$ 16,283.00
IGND	1		1					1					1	1	2	2				8	$ 1,753.00
Bridge Standard & MOD/Specialty Details	4		1					13					4	20	26	20				84	$ 16,283.00
ADDITIONAL DESIGN TASKS																					
1. Quantity Calculations			1					17					1	20	34					73	$ 13,173.00
2. Bridge Geometry and Bearing Seat Elevation			1					23					4	20	46					94	$ 17,133.00
3. Superstructure design (8 spans)			1					62					1	40	124					228	$ 40,148.00
4. Substructure Bent Cap design (2 abutments, 7 bents)			1					93					2	60	186					342	$ 60,203.00
5. Substructure Column Design			1					17					2	20	34					74	$ 13,463.00
6. Substructure Drilled Shaft Design								0							0					0	$ -
A. Axial Design			1					17					4	20	34					76	$ 14,043.00
B. Lateral Design			1					33					4	20	66					124	$ 22,283.00
C. Length and Tip Elevations			1					11					4	20	22					58	$ 10,953.00
7. Prepare special provisions and special specifications			1					3					2	4	6					16	$ 3,213.00
8. MOD Standard			1					8					2	10	16					37	$ 6,928.00
9. OpenBridge Model								0					1	20	40	20				81	$ 15,190.00

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ATTACHMENT D: FEE SCHEDULE
HAYS COUNTY
WA#1 DRIPPING SPRINGS SOUTHWEST CONNECTION PS&E

Task	Sheets	Principal	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Senior Technician	Technician	Landscape Architect	Admin / Clerical	Total Hours	Total Labor
		$334.00	$328.00	$334.00	$269.00	$228.00	$193.00	$175.00	$260.00	$190.00	$250.00	$180.00	$290.00	$190.00	$170.00	$215.00	$140.00	$175.00	$100.00		
Bridge 3 - STA 151+17 (690' Length)	**34**	**0**	**26**	**0**	**0**	**0**	**0**	**354**	**0**	**0**	**0**	**0**	**61**	**367**	**708**	**506**	**0**	**0**	**0**	**2022**	**$ 387,048.00**
Summary of Estimated Quantities	1		1					3					1	4	6	4				19	**$ 3,783.00**
Bridge Layout	2		1					11					4	10	22	40				88	**$ 17,653.00**
Typical Section	1		1					5					1	4	10	8				29	**$ 5,673.00**
Test Hole Data	4		1					7					4	10	14	40				76	**$ 15,593.00**
Foundation Design Data	2		1					13					4	10	26	20				74	**$ 14,383.00**
Estimated Quantities And Bearing Seat Elevations	1		1					7					2	6	14	12				42	**$ 8,233.00**
Abutment No. 1	2		1					10					4	10	20	40				85	**$ 17,138.00**
Abutment No. 7	2		1					10					4	10	20	40				85	**$ 17,138.00**
Interior Bent No. 2	2		1					10					4	10	20	40				85	**$ 17,138.00**
Interior Bent No. 3	2		1					10					4	10	20	40				85	**$ 17,138.00**
Interior Bent No. 4	2		1					10					4	10	20	40				85	**$ 17,138.00**
Interior Bent No. 5 & 6	2		1					10					4	10	20	40				85	**$ 17,138.00**
Girder Layout	2		1					7					4	8	14	40				74	**$ 15,213.00**
Prestressed Concrete I-Girder Unit	4		1					11					4	10	22	40				88	**$ 17,653.00**
IGND	1		1					1					1	1	2	2				8	**$ 1,753.00**
Bridge Standard & MOD/Specialty Details	4		1					13					4	10	26	40				94	**$ 18,683.00**
ADDITIONAL DESIGN TASKS								0													
1. Quantity Calculations			1					11						10	22					44	**$ 7,893.00**
2. Bridge Geometry and Bearing Seat Elevation			1					17						10	34					62	**$ 10,983.00**
3. Superstructure design (6 spans)			1					47						40	94					182	**$ 32,133.00**
4. Substructure Bent Cap design (2 abutments, 5 bents)			1					70						80	140					291	**$ 51,578.00**
5. Substructure Column Design			1					11						10	22					44	**$ 7,893.00**
6. Substructure Drilled Shaft Design								0							0					0	$ -
A. Axial Design			1					11						20	22					54	**$ 9,793.00**
B. Lateral Design			1					24						20	48					93	**$ 16,488.00**
C. Length and Tip Elevations			1					7						10	14					32	**$ 5,833.00**
7. Prepare special provisions and special specifications			1					3						4	6					14	**$ 2,633.00**
8. MOD Standard			1					8						10	16					35	**$ 6,348.00**
9. OpenBridge Model								7					8	20	14	20				69	**$ 14,025.00**
Bridge 4 - STA 257+40 (340' Length)	**20**	**0**	**23**	**0**	**0**	**0**	**0**	**174**	**0**	**0**	**0**	**0**	**37**	**227**	**348**	**310**	**0**	**0**	**0**	**1119**	**$ 217,664.00**
Summary of Estimated Quantities	1		1					3					1	4	6	4				19	**$ 3,783.00**
Bridge Layout	1		1					5					4	6	10	30				56	**$ 11,653.00**
Typical Section	1		1					5					1	4	10	8				29	**$ 5,673.00**
Test Hole Data	1		1					3					2	8	6	20				40	**$ 8,273.00**
Foundation Design Data	1		1					7					2	8	14	10				42	**$ 8,183.00**
Estimated Quantities And Bearing Seat Elevations	1		1					7					2	6	14	12				42	**$ 8,233.00**
Abutment No. 1	2		1					6					4	10	12	36				69	**$ 14,218.00**
Abutment No. 4	2		1					6					4	10	12	36				69	**$ 14,218.00**
Interior Bent No. 2 & 3	2		1					10					4	10	20	40				85	**$ 17,138.00**
Girder Layout	1		1					3					2	4	6	20				36	**$ 7,513.00**
Prestressed Concrete I-Girder Unit	2		1					5					2	8	10	32				58	**$ 11,883.00**
IGND	1		1					1					1	1	2	2				8	**$ 1,753.00**
Bridge Standard & MOD/Specialty Details	4		1					7					4	10	14	20				56	**$ 11,293.00**
								0													
ADDITIONAL DESIGN TASKS																					
1. Quantity Calculations			1					5						8	10					24	**$ 4,423.00**
2. Bridge Geometry and Bearing Seat Elevation			1					8						10	16					35	**$ 6,348.00**
3. Superstructure design (3 spans)			1					24						20	48					93	**$ 16,488.00**
4. Substructure Bent Cap design (2 abutments, 2 bents)			1					33						40	66					140	**$ 24,923.00**
5. Substructure Column Design			1					5						8	10					24	**$ 4,423.00**
6. Substructure Drilled Shaft Design								0							0					0	$ -
A. Axial Design			1					5						10	10					26	**$ 4,803.00**
B. Lateral Design			1					11						10	22					44	**$ 7,893.00**
C. Length and Tip Elevations			1					4						8	8					21	**$ 3,908.00**
7. Prepare special provisions and special specifications			1					3						4	6					14	**$ 2,633.00**
8. MOD Standard			1					8						10	16					35	**$ 6,348.00**
9. OpenBridge Model								0					4	10		40				54	**$ 11,660.00**
Bridge 5 - STA 326+86 (1,875' Length)	**46**	**0**	**56**	**0**	**0**	**45**	**0**	**518**	**0**	**0**	**0**	**0**	**140**	**576**	**1020**	**540**	**0**	**0**	**0**	**2895**	**$ 558,818.00**
Summary of Estimated Quantities	1		1					3					1	4	6	4				19	**$ 3,783.00**
Bridge Layout	5		4			4		24					4	20	40	60				156	**$ 31,084.00**
Typical Section	1		1					5					1	4	10	8				29	**$ 5,673.00**
Test Hole Data	5		1					8					4	20	16	48				97	**$ 19,728.00**
Foundation Design Data	3		4			4		13					4	10	26	20				81	**$ 16,279.00**
Estimated Quantities And Bearing Seat Elevations	2		4			4		16					4	10	32	32				102	**$ 20,404.00**
Abutment No. 1	2		1			1		5					4	10	10	32				63	**$ 13,071.00**
Abutment No. 16	2		1			1		5					4	10	10	32				63	**$ 13,071.00**
Interior Bent No. 2 - 8	2		3			2		10					4	10	20	40				89	**$ 18,250.00**
Interior Bent No. 8 - 15	2		3			2		10					4	10	20	40				89	**$ 18,250.00**
Girder Layout	6		3			2		7					4	8	14	40				78	**$ 16,325.00**
Prestressed Concrete I-Girder Unit	10		3			2		24					4	24	40	40				137	**$ 26,760.00**
IGND	1		1					1					2	2	2	4				12	**$ 2,663.00**
Bridge Standard & MOD/Specialty Details	4		1					13					4	20	26	40				104	**$ 20,583.00**

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ATTACHMENT D: FEE SCHEDULE
HAYS COUNTY
WA#1 DRIPPING SPRINGS SOUTHWEST CONNECTION PS&E

Task	Sheets	Principal	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Senior Technician	Technician	Landscape Architect	Admin / Clerical	Total Hours	Total Labor
		$334.00	$328.00	$334.00	$269.00	$228.00	$193.00	$175.00	$260.00	$190.00	$250.00	$180.00	$290.00	$190.00	$170.00	$215.00	$140.00	$175.00	$100.00		
ADDITIONAL DESIGN TASKS																					
1. Quantity Calculations			1			1		27					4	20	54					107	$ 19,421.00
2. Bridge Geometry and Bearing Seat Elevation			2			2		40					10	40	80					174	$ 32,212.00
3. Superstructure design (15 spans)			2			2		80					10	60	160					314	$ 56,612.00
4. Substructure Bent Cap design (2 abutments, 14 bents)			4			4		100					10	120	200					438	$ 79,424.00
5. Substructure Column Design			4			4		20					10	20	40					98	$ 19,224.00
6. Substructure Drilled Shaft Design								0							0					0	$ -
A. Axial Design			2			2		27					10	40	54					135	$ 25,517.00
B. Lateral Design			4			4		53					10	40	106					217	$ 40,019.00
C. Length and Tip Elevations			4			4		16					10	20	32					86	$ 17,164.00
7. Prepare special provisions and special specifications			1					3					2	4	6					16	$ 3,213.00
8. MOD Standard			1					8						10	16					35	$ 6,348.00
9. OpenBridge Model								0					16	40		100				156	$ 33,740.00
Bridge 6 - STA 368+89.52 (1,200' Length)	**44**	**0**	**60**	**0**	**0**	**53**	**0**	**440**	**0**	**0**	**0**	**0**	**149**	**535**	**906**	**570**	**0**	**0**	**0**	**2713**	**$ 530,194.00**
Summary of Estimated Quantities	1		1					3					1	4	6	4				19	$ 3,783.00
Bridge Layout	4		4			4		13					4	20	26	40				111	$ 22,479.00
Typical Section	1		1					1					1	4	2	8				17	$ 3,613.00
Test Hole Data	4		1					7					4	20	14	20				66	$ 13,193.00
Foundation Design Data	3		4			4		7					4	10	14	20				63	$ 13,189.00
Estimated Quantities And Bearing Seat Elevations	2		4			4		5					4	10	10	16				53	$ 11,299.00
Abutment No. 1	2		1			1		4					4	10	8	40				68	$ 14,276.00
Abutment No. 11	2		1			1		4					4	10	8	40				68	$ 14,276.00
Interior Bent No. 2 - 7	2		2			2		4					4	10	8	40				70	$ 14,832.00
Interior Bent No. 8	2		2			2		4					4	10	8	40				70	$ 14,832.00
Interior Bent No. 9	2		2			2		4					4	10	8	40				70	$ 14,832.00
Interior Bent No. 10	2		2			2		4					4	10	8	40				70	$ 14,832.00
Girder Layout	4		2			2		13					4	10	26	40				97	$ 19,467.00
Prestressed Concrete I-Girder Unit	8		2			2		17					10	40	80	80				191	$ 38,587.00
IGND	1		1					1					1	1	2	2				8	$ 1,753.00
Bridge Standard & MOD/Specialty Details	4		1										4	10	0	40				55	$ 11,988.00
ADDITIONAL DESIGN TASKS																					
1. Quantity Calculations			1			1		20					4	20	40					86	$ 15,816.00
2. Bridge Geometry and Bearing Seat Elevation			2			2		29					4	20	58					115	$ 21,007.00
3. Superstructure design (10 spans)			2			2		77					10	80	154					325	$ 58,867.00
4. Substructure Bent Cap design (2 abutments, 9 bents)			4			4		113					10	80	226					437	$ 78,519.00
5. Substructure Column Design			4			4		23					10	24	46					111	$ 21,529.00
6. Substructure Drilled Shaft Design			4			4		0							0					8	$ 2,224.00
A. Axial Design			2			2		23					10	24	46					107	$ 20,417.00
B. Lateral Design			4			4		40					10	40	80					178	$ 33,324.00
C. Length and Tip Elevations			4			4		13					10	24	26					81	$ 16,379.00
7. Prepare special provisions and special specifications			1					3					2	4	6					16	$ 3,213.00
8. MOD Standard			1					8					8	10	16					43	$ 8,668.00
9. OpenBridge Model								0					10	20	20	60				110	$ 23,000.00
e. Retaining Walls	**209**	**9**	**57**	**20**	**87**	**258**	**448**	**698**	**0**	**0**	**0**	**0**	**281**	**740**	**1342**	**473**	**236**	**0**	**0**	**4639**	**$ 904,188.00**
Key Map	4	1	5			5	10	5							10	1	20			57	$ 10,634.00
Horizontal Alignment Data	3		2			2	4	2							4	1	16			31	$ 5,369.00
Cut Wall: Assume 17 (18,500ft)								0													
P&P Sheets	37	1	4		20	40	100	107							200	100	50			622	$ 116,671.00
Typical Section Sheets	17		4		6	24	20	33							60	50				197	$ 38,983.00
Soil Nail Layout Sheets	26		2		10	16	148	50							100	91				417	$ 80,873.00
Structural Design		4	15			15		213					100	420	400					1167	$ 223,751.00
Fill Wall: Assume 23 (13,600ft)				10				0													
P&P Sheets	27	1	4		18	40	100	83							166	90	100			602	$ 111,003.00
Typical Section Sheets	23		6		8	32	20	44							80	90				280	$ 55,926.00
MISC. Details								0							0						
Headwall (Assume 22 Locations)	22					10		30					45	90	60		50			285	$ 54,880.00
Various Structural (Coping, Flume, TRFs, Pond Wall etc.)	6	2	10	10		26		57					76	160	114					455	$ 95,011.00
Quantity	2		1		4	12	20	20							40					97	$ 18,300.00
Estimate			1		2	24	16	10							20					73	$ 14,576.00
Standards	42		2		2		10	10						10	20	50				104	$ 20,924.00
Specifications and General Notes					2	12		7					20		14					55	$ 12,679.00
Incorporate Geotechnical Recommendations/Coordination			1		15			27					40	60	54					197	$ 41,268.00
Constructability Review @ 60% PS&E								0												0	$ -

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ATTACHMENT D: FEE SCHEDULE
HAYS COUNTY
WA#1 DRIPPING SPRINGS SOUTHWEST CONNECTION PS&E

Task	Sheets	Principal	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Senior Technician	Technician	Landscape Architect	Admin / Clerical	Total Hours	Total Labor
		$334.00	$328.00	$334.00	$269.00	$228.00	$193.00	$175.00	$260.00	$190.00	$250.00	$180.00	$290.00	$190.00	$170.00	$215.00	$140.00	$175.00	$100.00		
f. Drainage	**148**	**0**	**34**	**20**	**118**	**0**	**0**	**0**	**246**	**570**	**0**	**0**	**20**	**28**	**2102**	**50**	**86**	**0**	**0**	**3274**	**$ 613,084.00**
Overall Drainage Area Maps (from US 290 to Mt Gainor Road)	5		1		8				12	40					60					121	$ 23,400.00
Internal Drainage Area Maps	18		4	20	10				32	80					320		24			490	$ 91,962.00
Storm Sewer																					
Storm Sewer Plan Sheets	16		2		8				32	80					400	8	8			538	$ 97,168.00
Storm Sewer Laterals Sheets	13		2		4				10	40					240	4	4			304	$ 54,152.00
Storm Sewer Computations (6 sheets assumed)	6		1		4				8	20					80	6	6			125	$ 23,014.00
Ditch Hydraulic Computation Sheets	10		1		4				4	40					48					97	$ 18,204.00
Cross-Drainage																					
Hydraulic Data Sheets for HEC-RAS models (4 crossings assumed)	8		2		12				24	60					96	8	8			210	$ 40,684.00
Hydraulic Data Sheets for HY-8 models (8 culverts)	8		1		4				16	24					64	4	4			117	$ 22,424.00
Culvert Layout Sheets (8 culverts)	8		4		12				20	40					240	8	4			328	$ 60,420.00
Misc. Drainage Details																					
Channel Grading (assume 4 locations)	4		1		4				12	16					190	4	4			231	$ 41,284.00
Special Outfall Structures (Assume 4)	8		4		8				16				20	28	160					236	$ 45,944.00
Drainage Standards	42		1		12				12	24					40		16			105	$ 20,276.00
Prepare Quantities			1		16				24	42					84					167	$ 33,132.00
Quantity Summary Sheets	2		1		4				8	24					40	8	8			93	$ 17,684.00
Coordinate Design w/ Utility Adjustments			8		8				16	40					40					112	$ 23,336.00
g. Scour Analysis	**4**	**2**	**16**	**10**	**24**	**0**	**0**	**0**	**60**	**100**	**0**	**0**	**0**	**0**	**124**	**60**	**4**	**0**	**0**	**400**	**$ 84,852.00**
Scour Data Sheets for (4 bridges)	4	2	16	10	24				60	100					124	60	4			400	$ 84,852.00
h. Signing and Pavement Markings	**63**	**0**	**12**	**0**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**238**	**0**	**0**	**710**	**20**	**0**	**0**	**0**	**1044**	**$ 188,992.00**
Summary of Small Signs	15		4		8							80			160	20				272	$ 49,364.00
Sign Details	8		4		8							20			120					152	$ 27,464.00
Signing and Pavement Markings Layout Sheets	18				24							100			200					324	$ 58,456.00
Prepare Quantities (Updates at 60, 90, 100, and final submittals)	1				8							20			140					168	$ 29,552.00
Quantity Summary Sheet	1				8							8			30					46	$ 8,692.00
Standards	20		4		8							10			60					82	$ 15,464.00
i. Signalization and Illumination	**28**	**2**	**10**	**0**	**104**	**120**	**134**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**128**	**88**	**0**	**0**	**0**	**626**	**$ 133,026.00**
Signal Design &Layout Sheets (1 signal)	8	1	4		24	40	40								20	20				149	$ 32,642.00
Illumination Layout Sheets (safety lighting only, 1 signal, 3 RAB)	8	1	6		70	80	80								100	44				381	$ 81,272.00
Standards	12						4								8	24				36	$ 7,292.00
Dark Skies Compliant Lighting					10		10					40								60	$ 11,820.00
j. Water Quality	**0**	**0**	**8**	**0**	**12**	**32**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**116**	**$ 24,580.00**
Incorporate BMP Information Into Engineering Drawings			8		12	32	24								40					116	$ 24,580.00
k. Storm Water Pollution Prevention Plans (SW3P)	**78**	**4**	**24**	**0**	**12**	**216**	**296**	**0**	**210**	**0**	**0**	**0**	**0**	**0**	**628**	**0**	**0**	**0**	**0**	**1390**	**$ 280,172.00**
SW3P Narrative	1	1			1	4			8						24					38	$ 7,675.00
Temporary SWP3 Plans	35	1	10			100	100		80						240					531	$ 107,314.00
Permanent SWP3 Plans	35	1	10			100	100		80						240					531	$ 107,314.00
EPIC	2				1	4			8						24					37	$ 7,341.00
SW3P Quantity Sheet and Quantity Takeoff	1	1	2		8	8	80		27						80					206	$ 41,026.00
SW3P Standards	4		2		2		16		7						20					47	$ 9,502.00
l. Deliverables	**0**	**8**	**20**	**20**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**68**	**$ 21,292.00**
1. 30% Submittal		2	5	5	5															17	$ 5,323.00
2. 60% Submittal		2	5	5	5															17	$ 5,323.00
3. 90% Submittal		2	5	5	5															17	$ 5,323.00
4. Final Submittal (100%)		2	5	5	5															17	$ 5,323.00
Total ASI Direct Labor Hours		**145**	**895**	**158**	**2213**	**2145**	**3533**	**5887**	**978**	**1828**	**0**	**278**	**948**	**3411**	**15382**	**3838**	**2331**	**0**	**47**	**44428**	
Percent of Total Hours		0.3%	2.0%	0.4%	5.0%	4.8%	8.0%	13.3%	2.2%	4.1%	0.0%	0.6%	2.1%	7.7%	34.6%	8.6%	5.2%	0.0%	0.1%	**99.1%**	
Total ASI Direct Labor (PRELIMINARY ENGINEERING) Cost																					**$ 8,537,013.00**
Total ASI Other Direct Expenses Cost																					**$ 725.00**
TOTAL PROJECT COST																					**$ 8,537,738.00**

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Contract: Hays County WA1
DRN Provider: Pape-Dawson Consulting Engineers, LLC

TASK DESCRIPTION	Principal	Sr. Technical Advisor	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Engineer IV	Engineer III	Engineer II	Engineer I	Billing Administrator	Technician	Project Controls Specialist	Total Hours	Total Labor Costs
1. Project Management															
a. Monthly Progress Reports, Invoices and Billings-24 months														0	
Prepare/submit monthly progress reports		12												12	$4,320.00
Prepare correspondence, and invoices		12											12	24	$5,940.00
b.Quality Assurance and Quality Control (QAQC) Plan														0	$0.00
Quality Assurance and Quality Control (QA/QC) Documentation		4	6											10	$3,330.00
Provide evidence of their internal review and mark-up of the deliverables for each submittal		16	16		24		28		28					112	$25,560.00
c. Project Coordination and Administration														0	$0.00
Prepare/maintain routine project record keeping including records of meetings and minutes	6	8	16											30	$10,170.00
Correspondence/coordination will be handled through & with the concurrence of the GEC														0	$0.00
d. Progress/Coordination Meetings (48 biweekly meetings)														0	$0.00
Attend a kickoff meeting with the County/its representative/shareholders	2	2	2											6	$2,100.00
Attend biweekly meeting and coordination/progress meetings	6	48	48											102	$34,650.00
Attend TxDOT coordination meetings		4	4											8	$2,700.00
Conduct internal coordination meetings		28	28		28		28							112	$30,380.00
														0	$0.00
HOURS SUB-TOTALS	**14**	**134**	**120**	**0**	**52**	**0**	**56**	**0**	**28**	**0**	**0**	**0**	**12**	**416**	
CONTRACT RATE PER HOUR	**$375.00**	**$360.00**	**$315.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$160.00**	**$150.00**	**$140.00**	**$140.00**	**$135.00**	**$135.00**		
TOTAL LABOR COSTS	**$5,250.00**	**$48,240.00**	**$37,800.00**	**$0.00**	**$11,960.00**	**$0.00**	**$10,080.00**	**$0.00**	**$4,200.00**	**$0.00**	**$0.00**	**$0.00**	**$1,620.00**	**$ 119,150.00**	$119,150.00
% DISTRIBUTION OF STAFFING	3.4%	32.2%	28.8%	0.0%	12.5%	0.0%	13.5%	0.0%	6.7%	0.0%	0.0%	0.0%	2.9%	100.0%	

TASK DESCRIPTION	Principal	Sr. Technical Advisor	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Engineer IV	Engineer III	Engineer II	Engineer I	Billing Administrator	Technician	Project Controls Specialist	Total Hours	Total Labor Costs
3. Drainage Study															
														0	$0.00
a. Hydrologic/Hydraulic Modeling														0	$0.00
Update HEC-RAS Models for Interim Condition		48	60		40	32	120							300	$73,380.00
Update HEC-HMS Model for Interim Condition		36	60		36	12	60							204	$53,340.00
Update HY-8 Model for Interim Condition		4	8		20	24	40							96	$20,560.00
														0	$0.00
b. Impact and Mitigation Analysis														0	$0.00
Prepare a Impact Analysis		8	12		20	36	80							156	$32,860.00
														0	$0.00
c. Scour Analysis														0	$0.00
Scour analysis for stream crossings and document form 2605/2606		24	40		40		24							128	$34,760.00
Scour Data Sheets for 2 bridges		18	32		20	12	18					48		148	$33,280.00
														0	$0.00
d. Drainage Study Report														0	$0.00
Drainage Report (30%, 60%, 90%, and Final 100% Submittal)		6	24		64	80	80								$54,840.00
															$0.00
HOURS SUB-TOTALS	**0**	**144**	**236**	**0**	**240**	**196**	**422**	**0**	**0**	**0**	**0**	**48**	**0**	**1286**	
CONTRACT RATE PER HOUR	**$375.00**	**$360.00**	**$315.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$160.00**	**$150.00**	**$140.00**	**$140.00**	**$135.00**	**$135.00**		
TOTAL LABOR COSTS	**$0.00**	**$51,840.00**	**$74,340.00**	**$0.00**	**$55,200.00**	**$39,200.00**	**$75,960.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,480.00**	**$0.00**	**$ 303,020.00**	$303,020.00
% DISTRIBUTION OF STAFFING	0.0%	11.2%	18.4%	0.0%	18.7%	15.2%	32.8%	0.0%	0.0%	0.0%	0.0%	3.7%	0.0%	100%	
4. Plan Preparation															
f. Drainage														0	
8 Hydraulic Data Sheets (5 HY8 @ 15 hrs per sheet, 3 RAS @ 26 hrs per sheet		8	4		30				60			48		150	$26,520.00
Drainage Area Maps		2	4		24				80			4		114	$20,040.00
6 Cross Culvert Layout (No Storm Sewer, and roadside ditches design by ASI in PD section)		12	24		30				66			80		212	$39,480.00
2 Bridge layout sheets (No Storm Sewer, and roadside ditches design by ASI in PD section)		8	12		8				10			36		74	$14,860.00
Detail on-site storm water detention measures and documentation/calculation														0	$0.00
														0	$0.00
j. Water Quality														0	$0.00
Update conceptual BMP watersheds with PS&E data and confirm treatment			4		4	16			36					60	$10,780.00
Design permanent BMPs (9 water quality ponds assumed)	1	4	1		12	32			72					122	$22,090.00
Update basin design with 30% comments		2			4	12			36					54	$9,440.00
Update basin design with 60% comments		1			1	12			16					30	$5,390.00
Update Final basin design with 90% comments	1	1	1		2	8			16					29	$5,510.00
Develop water quality pond 3D grading models			2		20	96			96					214	$38,830.00
Design temporary BMPs		1	2		2	32			36					73	$13,250.00
Prepare water quality pond plan sheets	2	8	2		40	92			96					240	$46,260.00
Update plan sheets with 30% comments	2	8	4		16	60			72					162	$31,370.00
Update plan sheets with 60% comments	1	4	2		8	32			36					83	$16,085.00
Update Final plan sheets with 90% comments	1	2	2		8	32			36					81	$15,365.00
TCEQ coordination		18							16		8				$10,000.00
															$0.00
l. Deliverables															$0.00
Conceptual layout, 30%, 60%, 90%, and Final plan submittals			32		32				32			32		128	$26,560.00
HOURS SUB-TOTALS	**8**	**79**	**96**	**0**	**241**	**424**	**0**	**0**	**812**	**0**	**8**	**200**	**0**	1,868	
CONTRACT RATE PER HOUR	**$375.00**	**$360.00**	**$315.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$160.00**	**$150.00**	**$140.00**	**$140.00**	**$135.00**	**$135.00**		
TOTAL LABOR COSTS	**$3,000.00**	**$28,440.00**	**$30,240.00**	**$0.00**	**$55,430.00**	**$84,800.00**	**$0.00**	**$0.00**	**$121,800.00**	**$0.00**	**$1,120.00**	**$27,000.00**	**$0.00**	$ 351,830.00	$351,830.00
% DISTRIBUTION OF STAFFING	0.4%	4.2%	5.1%	0.0%	12.9%	22.7%	0.0%	0.0%	43.5%	0.0%	0.4%	10.7%	0.0%	1	
TOTAL															
HOURS SUB-TOTALS	**22**	**357**	**452**	**0**	**533**	**620**	**478**	**0**	**840**	**0**	**8**	**248**	**12**	**3,570**	
CONTRACT RATE PER HOUR	**$375.00**	**$380.00**	**$315.00**	**$240.00**	**$230.00**	**$200.00**	**$180.00**	**$160.00**	**$150.00**	**$140.00**	**$140.00**	**$135.00**	**$135.00**		
TOTAL LABOR COSTS	**$8,250.00**	**$135,660.00**	**$142,380.00**	**$0.00**	**$122,590.00**	**$124,000.00**	**$86,040.00**	**$0.00**	**$126,000.00**	**$0.00**	**$1,120.00**	**$33,480.00**	**$1,620.00**	**$781,140.00**	
TOTAL														**$ 774,000.00**	
GRAND TOTAL														**$ 774,000.00**	

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Contract: Hays County WA1

Geotech Provider: Raba Kistner, Inc.

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Engineering Tech.	Engineering Tech.	Admin	Total Hours	Total Labor Costs
1. Project Management										
b. MONTHLY PROGRESS REPORTS, INVOICES AND BILLINGS-24 months									0	
Prepare/submit monthly progress reports									0	$0.00
Prepare correspondence, and invoices		9		9	9			14	41	$5,583.21
c. QUALITY ASSURANCE AND QUALITY CONTROL (QAQC) PLAN									0	$0.00
Quality Assurance and Quality Control (QA/QC) Documentation									0	$0.00
Provide evidence of their internal review and mark-up of the deliverables for each submittal									0	$0.00
d. PROJECT COORNATION & ADMINISTRATION									0	$0.00
Prepare/maintain routine project record keeping including records of meetings and minutes		5		5	5			9	24	$3,189.05
Correspondence/coordination will be handled through & with the concurrence of the GEC									0	$0.00
e. PROGRESS/COORDINATION MEETINGS (78 biweekly meetings)									0	$0.00
Attend a kickoff meeting with the County/its representative/shareholders	2	2		2					6	$1,236.44
Attend biweekly meeting and coordination/progress meetings				36	36	14			86	$12,529.08
Attend TxDOT coordination meetings	5	5							10	$2,295.50
Conduct internal coordination meetings	4	18		18	18	18			76	$12,170.10
									0	$0.00
HOURS SUB-TOTALS	**11**	**39**	**0**	**70**	**68**	**32**	**0**	**23**	**243**	
CONTRACT RATE PER HOUR	**$255.00**	**$204.10**	**$233.58**	**$159.12**	**$146.07**	**$110.16**	**$91.80**	**$71.40**		
TOTAL LABOR COSTS	**$2,805.00**	**$7,959.90**	**$0.00**	**$11,138.40**	**$9,932.76**	**$3,525.12**	**$0.00**	**$1,642.20**	**$ 37,003.38**	$37,003.38
% DISTRIBUTION OF STAFFING	4.5%	16.0%	0.0%	28.8%	28.0%	13.2%	0.0%	9.5%	100.0%	

TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Project Engineer	EIT	Sr. Engineering Tech.	Engineering Tech.	Admin	Total Hours	Total Labor Costs
4. Geotechnical Services										
									0	$0.00
a. Borings									0	$0.00
Staking and utility locate		1		2	10	50	40		103	$11,163.04
Drilling coordination and Logging, DCP Testing		1		4	30	50	300		385	$38,270.68
Laboratory Assignment		1		10	40				51	$7,638.10
Borings Logs	1	1		12	60				74	$11,132.74
Boring Location Map, Geology Map					9		9		18	$2,140.83
b. Geotechnical Report									0	$0.00
LRFD Drilled Shaft Axial Capacity Charts	1	1		10	60				72	$10,814.50
Retaining Wall Analysis (Global Stability, Sliding, Overturning, and Bearing Capacity)	1	2		12	60				75	$11,336.84
Pavement Analysis (4 flexible pavement options)	1	1		10	60				72	$10,814.50
Water Quality Pond Recommendations	1	1		2	16				20	$3,114.46
									0	$0.00
									0	$0.00
									0	$0.00
c. DELIVERABLES									0	$0.00
Draft Geotechnical Report Preparation	2	1		6	40				49	$7,511.62
Geotechnical Report Review and Finalization	4	1		2	10				17	$3,003.04
									0	$0.00
									0	$0.00
HOURS SUB-TOTALS	**11**	**11**	**0**	**70**	**395**	**100**	**349**	**0**	**936**	
CONTRACT RATE PER HOUR	**$255.00**	**$204.10**	**$233.58**	**$159.12**	**$146.07**	**$110.16**	**$91.80**	**$71.40**		
TOTAL LABOR COSTS	**$2,805.00**	**$2,245.10**	**$0.00**	**$11,138.40**	**$57,697.65**	**$11,016.00**	**$32,038.20**	**$0.00**	**$ 116,940.35**	$116,940.35
% DISTRIBUTION OF STAFFING	1.2%	1.2%	0.0%	7.5%	42.2%	10.7%	37.3%	0.0%	100%	
TOTAL										
HOURS SUB-TOTALS	**22**	**50**	**0**	**140**	**463**	**132**	**349**	**23**	**1179**	
CONTRACT RATE PER HOUR	**$255.00**	**$204.10**	**$233.58**	**$159.12**	**$146.07**	**$110.16**	**$91.80**	**$71.40**		
TOTAL LABOR COSTS	**$5,610.00**	**$10,205.00**	**$0.00**	**$22,276.80**	**$67,630.41**	**$14,541.12**	**$32,038.20**	**$1,642.20**	**$ 153,943.73**	
TOTAL									**$ 153,943.73**	
GRAND TOTAL									**$ 153,943.73**	

SUMMARY	
TOTAL LABOR COST	$ 153,943.73
OTHER DIRECT EXPENSES	$ 74,000.00
DRILLING AND LAB TESTING COST	$ 559,578.88
GRAND TOTAL	**$ 787,522.61**

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ATTACHMENT D: ESTIMATED FEE SUMMARY
HAYS COUNTY
Dripping Springs Southwest Connection

Other Direct Expenses - WA1

American Structurepoint, Inc. ODE / Unit Costs				
Direct Expenses	**Rate**	**Unit**	**Quantity**	**Cost**
Mileage	$ 0.725	MI	1000	$ 725.00
American Structurepoint, Inc. Total ODE			**TOTAL**	**$ 725.00**

Pape Dawson ODE / Unit Costs				
Direct Expenses	**Rate**	**Unit**	**Quantity**	**Cost**
Mileage	$ 0.725	MI	1000	$ 725.00
Pape Dawson Total ODE			**TOTAL**	**$ 725.00**

Raba Kistner, Inc. ODE / Unit Costs				
Direct Expenses	**Rate**	**Unit**	**Quantity**	**Cost**
Mobilization of Drill Rig (Min Charge)	$ 650.00	LS	17	$ 11,050.00
Logger truck	$ 70.73	DAY	51	$ 3,607.23
Drilling & Sampling (Cohesive/Granular Soils)	$ 23.090	LF	1620	$ 37,405.80
Nx Core Drilling - (Hard Rock - Limestone)	$ 55.00	LF	3400	$ 187,000.00
Field Penetrations SPT	$ 31.00	EA	1490	$ 46,190.00
Bentonite Backfill	$ 7.28	LF	5020	$ 36,545.60
Driller Standby/Cleanup	$ 300.00	HR	102	$ 30,600.00
Pavement Core/Patch ($93.05 + $79.38 = 172.43)	$ 172.43	EA		$ -
Laboratory Tests	**Rate**	**Unit**	**Quantity**	**Cost**
Atterberg Limits	$ 125.84	EA	405	$ 50,965.20
Moisture Content (at 5 ft intervals)	$ 17.32	EA	1490	$ 25,806.80
Sieve Analysis (passing No. 4, 40, 200)	$ 120.39	EA	405	$ 48,757.95
Unconfined Compression (soil)	$ 62.58	EA	146	$ 9,136.68
Unconfined Compression (rock)	$ 74.860	EA	352	$ 26,350.72
Direct Shear	$ 650.18	EA	20	$ 13,003.60
1-D Consolidation	$ 678.00	EA	12	$ 8,136.00
Sulfate Testing	$ 125.12	EA	16	$ 2,001.92
Organics	$ 125.12	EA	16	$ 2,001.92
Lime Series (Tex-121-E Part III)	$ 452.33	EA	7	$ 3,166.31
Moisture Density Relationship (Tex-114-E)	$ 350.450	EA	7	$ 2,453.15
Texas Triaxial	$ 2,200.00	EA	7	$ 15,400.00
Other Direct Expenses	**Rate**	**Unit**	**Quantity**	**Cost**
Selective Brush Clearing (Hydro-Axe)	$ 3,200.00	DAY	20	$ 64,000.00
Utility Locates	$ 1,200.00	DAY	5	$ 6,000.00
Traffic Control (Full Day Lane Closure)	$ 2,800.00	DAY		$ -
Traffic Contol (Shoulder)	$ 2,000.00	DAY	2	$ 4,000.00
Law Enforcement/Uniform Officer (including vehicle)/hr		HR		$ -
Street Cut Permit		EA		$ -
Raba Kistner, Inc. Total ODE			**TOTAL**	**$ 633,578.88**

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HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
Contract No. 2027-PSA-22

FIRM: **American Structurepoint, Inc.("Engineer")**
ADDRESS: **2600 Via Fortuna, Building One, Suite 300, Austin, Texas 78746**
PROJECT: Dripping Springs Southwest Connection Design **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to RFQ 2026-Q02 Professional Engineering Services Pool.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

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Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

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ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

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Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed on the approved scope tasks for the applicable Engineering Services and the applicable agreed schedule for such services, in writing by the County, to proceed with the applicable Engineering Services, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Ten million ninety-nine thousand nine hundred eighty-five Dollars ($10,099,985)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

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Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

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The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, on the approved scope

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tasks for the applicable Engineering Services and the applicable agreed schedule for such services, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Kirollos Malaty
American Structurepoint, Inc.
2600 Via Fortuna, Building One, Suite 300
Austin, Texas 78746

Engineer shall have the right, from time to time, to change the Engineer's Designated

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Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

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ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

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Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

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when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

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ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

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occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

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Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

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JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

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TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any

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subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

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ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

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compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **American Structurepoint, Inc.**
Steve Davidson, PE
9025 River Road, Suite 200
Indianapolis, Indiana 46250

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

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Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

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understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

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IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

APPROVED
DocuSigned by:
Carlos A. Lopez, P.E.
AB5268AB82D4492...
10/21/2026

American Structurepoint, Inc.

By: DocuSigned by: _____
776D9161DC924D7...

Printed Name: Steve Davidson

Title: Executive Vice President

Date: 10/21/2026

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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** Engineering Services

(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

Docusign Envelope ID: B266DD4F-6333-8CA4-8317-6BEE7E71D456

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:
2026-1531210

Date Filed:
10/21/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
American Structurepoint, Inc.
Austin, 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.
TBD (RFQ 2026-Q02)
Dripping Springs Southwest Connection Design

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Conner, Willis	Indianapolis, IN United States	X	
Henneke, Gregory	Indianapolis, IN United States	X	
Canfield, Cash	Indianapolis, IN United States	X	
Davidson, Steven	Indianapolis, IN United States	X	
Moore, Kenton	Indianapolis, IN United States	X	
Hoopingarner, Michael	Indianapolis, IN United States	X	
Shebeck, Michael	Indianapolis, IN United States	X	
Bastian, William	Indianapolis, IN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cash E. Canfield, and my date of birth is May 23, 1972.

My address is 9025 River Road, Suite 200, Indianapolis (city), IN (state), 46240 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Marion County, State of Indiana, on the 21st day of October (month), 2026 (year).

DocuSigned by:
Cash E. Canfield
F19A20CCE23A42D...
Signature of authorized agent of contracting business entity
(Declarant)

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). 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.	Date Received

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

American Structurepoint, Inc.

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

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

n/a

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Steven J. Davidson		10/21/2026
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

* * *

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Code of Ethics for Hays County

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

Signature: _____

Print Name & Title: Steven J. Davidson / Executive Vice President

Company Name: American Structurepoint, Inc.

Date: 10/21/2026

Hays County Practices Related to Historically Underutilized Businesses

1. Statement of Practices

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

2. Definitions

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

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

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

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

3. Guidelines

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature: _____

Print Name & Title: Steven J. Davidson / Executive Vice President

Company Name: American Structurepoint, Inc.

Date: 10/21/2026

Hays County House Bill 89 Verification

I, Steven J. Davidson, PE (Person name), the undersigned representative of American Structurepoint, 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

10/21/2026
Date

On this 21 day of October, 2026, personally appeared Steven J. Davidson, PE, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

ANNA SKELTON
Notary Public
Hamilton County - State of Indiana
Commission Number NP0000770841
My Commission Expires Jun 1, 2034

Notary Public in and for the State of ~~Texas~~ Indiana

10/21/26
Date

Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC2252)

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.

American Structurepoint, Inc.	10/21/2026
Company Name	Date
Steven J. Davidson	
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC2271.002)

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.

American Structurepoint, Inc.	10/21/2026
Company Name	Date
Steven J. Davidson	
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Energy Company Boycott Certification (TGC2274)

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.

American Structurepoint, Inc.	10/21/2026
Company Name	Date
Steven J. Davidson	
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC2274.002)

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.

American Structurepoint, Inc.	10/21/2026
Company Name	Date
Steven J. Davidson	
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

- □ will be between a governmental entity and a company with fewer than 10 full-time employees
- □ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- □ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

American Structurepoint, 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

10.21.25 Vendor Selection Approval 11.18.25

Date ~~IFB/RFP/RFQ Number~~

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.

American Structurepoint, Inc.
Name of Firm

Executive Vice President
Title of Certifying Official

Signature of Certifying Official

Steven J. Davidson
Printed Name of Certifying Official

10/21/2026
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 Steven J. Davidson on this the 21 day of Oct, 2026, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here Indiana)

ANNA SKELTON
Notary Public
Hamilton County - State of Indiana
Commission Number NP0000770841
My Commission Expires Jun 1, 2034

My commission expires: 06/01/34

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:

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

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

American Structurepoint, Inc.

Name of Contracting Company

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

n/a

Signature of Company Official Authorizing Bid/Offer

Steven J. Davidson

Printed Name

Executive Vice President

Title

sdavidson@structurepoint.com

Email Address

317.547.5580

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

_____
Name of Contracting Company

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

_____

_____ _____
Signature of Company Official Authorizing Bid/Offer Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

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

☑ no properties were identified; or

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

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

Stephanie Hunt 10.21.24
Signature Date

Stephanie Hunt Purchasing Agent
Printed Name Title

Federal Affirmations and Solicitation Acceptance

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension (2 CFR 180.220)**
   Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**
   Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. **Discrimination**
   Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
   e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
   h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
   i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
   j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**
   Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. **Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. **Lobbying**
If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **Rights to Inventions Made Under a Contract or Agreement**
If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights

to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. **Minority and Women's Businesses**
Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. **Environmental Standards**
Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

b. Notification of violating facilities pursuant to EO 11738;

c Protection of wetlands pursuant to EO 11990;

d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

e Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);

g Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

k A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

- $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Historic Properties**
Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. **Telecommunications and Video Surveillance Services or equipment (§200.216)**
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

15. Domestic Preference for Procurements (§ 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES X NO

Authorized Signature: _____

Printed Name & Title: Steven J. Davidson / Executive Vice President

Respondent's Tax ID: 35-1127317 Telephone: 317-547-5580

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

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
Jerry Borcherding	Transportation Director	12/31/2024

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:

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
Lon Shell	Hays County Commissioner	12/31/2024

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/ Former Hays Employee Name	Title	
Name of Person Related	**Title**	**Relationship**

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

American Structurepoint, Inc.

Name of Vendor

Executive Vice President

Signature of Certifying Official | Title of Certifying Official

Steven J. Davidson | 10/21/2026

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.

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.

AMERICAN STRUCTUREPOINT INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
FL3LJGUSLWM3	**0NTB8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 6, 2027**	
Physical Address	Mailing Address	
9025 River RD **STE 200** **Indianapolis, Indiana 46240-6443** **United States**	**9025 River Road** **Suite 200** **Indianapolis, Indiana 46240-6433** **United States**	

Business Information

Doing Business as	Division Name	Division Number
AMERICAN STRUCTUREPOINT	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Indiana 07	**Indiana / United States**	**http://www.structurepoint.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 6, 2026	**Feb 6, 2026**	**Aug 17, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 6, 1966	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**0NTB8**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*********74**	**(blank)**

Financial Institution	Account Number
THE NATIONAL BANK OF INDIANAPOLIS	*********05**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
3172619701	**(blank)**	**(blank)**

Fax
3172619642

Remittance Address

AMERICAN STRUCTUREPOINT
9025 River Road
Suite 200
Indianapolis, Indiana 46240
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*******7317**	**Applicable Federal Tax**	**American Structurepoint Inc**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2024	**Chief Executive Officer**	**Jan 22, 2026**

Address	Signature
9025 River Road **Indianapolis, Indiana 46240**	**WILLIS R CONNER**

Points of Contact

Accounts Receivable POC

Scott Scoville, Chief Financial Officer
sscoville@structurepoint.com

3175475580

Electronic Business

Willis R Conner, Chief Executive Officer
rfp@structurepoint.com
3175475580

9025 River Road
Suite 200
Indianapolis, Indiana 46240
United States

Tony Valasek, IT Consultant
avalasek@structurepoint.com
3175475580

9025 River Road
Suite 200
Indianapolis, Indiana 46240
United States

Government Business

Willis R. Conner, Chief Executive Officer
rfp@structurepoint.com
3175475580

9025 River Road
Suite 200
Indianapolis, Indiana 46240
United States

Willis R. Conner, Chief Executive Officer
rconner@structurepoint.com
3175475580

9025 River Road
Suite 200
Indianapolis, Indiana 46240
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541310	**Architectural Services**
	541320	**Landscape Architectural Services**
	541340	**Drafting Services**
	541350	**Building Inspection Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541410	**Interior Design Services**
	541420	**Industrial Design Services**
	541430	**Graphic Design Services**
	541490	**Other Specialized Design Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	541513	**Computer Facilities Management Services**
	541611	**Administrative Management And General Management Consulting Services**
	541620	**Environmental Consulting Services**
	541990	**All Other Professional, Scientific, And Technical Services**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$230,564,592.00

Number of Employees (in accordance with 13 CFR 121)
783

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$134,605,895.00	**458**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

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

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EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Dripping Springs Southwest Connection Study (US 290 to RM 12) Project in Precinct 3 and 4 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

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EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued on Next Page

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ENGINEER:

[Insert Company Name HERE]

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

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

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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 other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

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American Structurepoint Inc. DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$334.00
Senior Project Manager	$328.00
QAQC	$334.00
Project Manager	$269.00
Senior Project Engineer	$228.00
Project Engineer	$193.00
Design Engineer	$175.00
Sr. Drainage Engineer	$260.00
Drainage Engineer	$190.00
Sr. Traffic Engineer	$250.00
Traffic Engineer	$180.00
Sr. Structural Engineer	$290.00
Structural Engineer	$190.00
EIT	$170.00
Senior Technician	$215.00
Technician	$140.00
Landscape Architect	$175.00
Admin / Clerical	$100.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Photocopies B/W (11"x17") each	$0.25
Photocopies B/W (8 1/2"x11") each	$0.15
Photocopies Color (11"x17") each	$1.25
Photocopies Color (8 1/2"x11") each	$1.00
Plots (B/W on Bond) per sq. ft.	$1.00
Plots (Color on Bond) per sq. ft.	$1.75
Plots (Color on Photographic Paper) per sq. ft.	$5.00

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Pape-Dawson, Inc.	
ENGINEERING/NON-SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$375.00
Sr. Technical Advisor	$360.00
Senior Project Manager	$315.00
Project Manager	$240.00
Senior Project Engineer	$230.00
Project Engineer	$200.00
Engineer IV	$180.00
Engineer III	$160.00
Engineer II	$150.00
Engineer I	$140.00
Billing Administrator	$140.00
Technician	$135.00
Project Control Specialist	$135.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

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Pape-Dawson, Inc.	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$375.00
Survey Department Manager	$265.00
Survey Project Manager	$210.00
Project Surveyor	$185.00
Surveyor-in-Training (SIT)	$170.00
Senior Survey Technician	$160.00
Survey Technician	$155.00
Field Coordinator	$160.00
Practice Leader/Certified Photogrammetrist	$250.00
Geospatial Services Manager (	$200.00
Geospatial Production Manager	$175.00
Lidar Technologist	$160.00
Photogrammetric Technician	$135.00
Billing Administrator	$140.00
Sr. ROW Agent	$185.00
ROW Agent	$165.00
Project Coordinator	$140.00

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.

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Pape-Dawson, Inc.		
SURVEY		
DIRECT EXPENSES		
Mileage (per mile)	Current Federal Rate	
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail -- oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
RTK Base Radio	$30.00	hour
GPS Receiver Rate	$30.00	hour
Helicopter Equipment Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles)	$65.00	per mile
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider)	$125.00	hour
Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes equipment, materials, & rentals). Marker supplied by TxDOT	$100.00	each
Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT	$300.00	each
Terrestrial Photogrammetry Camera	$100.00	hour
Airborne GPS/IMU Data collection/Processing	$2,500.00	per project
Datum Point Rod Setting (3/4 inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7)	$375.00	each
Ground Target (includes paint and panel material)	$30.00	each
Hydrographic Sonar Equipment	$500.00	day
Reprographics	$5.00	per sq. ft.
T-Posts (Materials only)	$5.00	each
Delineator Posts (Materials only)	$25.00	each
Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	$7,500.00	per project

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PAPE-DAWSON, INC.		
Surveying / ROW		
SERVICES TO BE PROVIDED	**UNIT**	**COST**
1 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.)	hour	$130.00
Crew chief		
Vehicle		
GPS or Robotic Total Station		
2 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.)	hour	$210.00
Crew chief + Instrument man		
Vehicle		
GPS or Robotic Total Station		
3 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.)	hour	$280.00
Crew chief + Instrument man + Rodman		
Vehicle		
GPS or Robotic Total Station		
Fixed Wing Flight Crew (Includes Pilot and Sensor Operator)	hour	$220.00
Personnel only		
Helicopter Flight Crew (Includes Pilot and Sensor Operator)	hour	$236.00
Personnel only		
Unmanned Aerial System (Includes the UAS, Vehicle, Pilot and Observer)	day	$2,250.00
Vehicle mileage not included, FAA licensed pilot		
Does not include mobilization to site. This is in the ODEs.		

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SWCA ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Subject Matter Expert IV	$293.00
Subject Matter Expert III	$268.00
Subject Matter Expert II	$242.00
Subject Matter Expert I	$230.00
Specialist XII	$226.00
Specialist XI	$207.00
Specialist X	$189.00
Specialist IX	$169.00
Specialist VIII	$158.00
Specialist VII	$147.00
Specialist VI	$137.00
Specialist V	$123.00
Specialist IV	$114.00
Specialist III	$104.00
Specialist II	$91.00
Specialist I	$77.00

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.

Docusign Envelope ID: 06476FDD-94C6-8176-830F-53FFB2CCD234

SWCA ENVIRONMENTAL	
DIRECT EXPENSES - SWCA	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Photocopies B/W (11"x17") each	$0.25
Photocopies B/W (8 1/2"x11") each	$0.15
Photocopies Color (11"x17") each	$1.25
Photocopies Color (8 1/2"x11") each	$1.00
Plots (B/W on Bond) per sq. ft.	$1.00
Plots (Color on Bond) per sq. ft.	$1.75
Plots (Color on Photographic Paper) per sq. ft.	$5.00
TARL Curation Fee (each)	Actual Cost
TARL Site Forms (each)	Actual Cost
Hazardous Materials Database Search (each)	Actual Cost
Backhoe Trenching (day)	Actual Cost

Docusign Envelope ID: 06476FDD-94C6-8176-830F-53FFB2CCD234

Raba Kistner, Inc.	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$255.00
Project Manager	$204.10
Senior Engineer	$233.58
Project Engineer	$159.12
EIT	$146.07
SR. Engr. Tech	$110.16
Engr. Tech	$91.80
Admin	$71.40

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		**Unit**
Mileage (per mile)	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Traffic Control Services	Actual Cost	
Cardstock Color		each
Photocopies B/W (11" x 17")		each
Photocopies B/W (8 1/2" x 11")		each
Photocopies Color (11' X 17')		each
Photocopies Color (8 1/2" x 11")		each
Plots (B/W on Bond)		per sq. ft.
Plots (Color on Bond)		per sq. ft.
Plots (Color on Photographic Paper)		per sq. ft.
Mobilization of Drill Rig (Min Charge)	$650.00	LS
Logger truck	$70.73	DAY
Drilling & Sampling (Cohesive/Granular Soils)	$23.09	LF
Nx Core Drilling - (Hard Rock - Limestone)	$55.00	LF
Field Penetrations SPT	$31.00	EA
Bentonite Backfill	$7.28	LF
Driller Standby/Cleanup	$300.00	HR
Pavement Core/Patch ($93.05 + $79.38 = 172.43)	$172.43	EA
LABORATORY TESTS		**Unit**
Atterberg Limits	$125.84	EA
Moisture Content (at 5 ft intervals)	$17.32	EA
Sieve Analysis (passing No. 4, 40, 200)	$120.39	EA
Unconfined Compression (soil)	$62.58	EA
Unconfined Compression (rock)	$74.86	EA
Direct Shear	$650.18	EA
1-D Consolidation	$678.00	EA
Sulfate Testing	$125.12	EA
Organics	$125.12	EA
Lime Series (Tex-121-E Part III)	$452.33	EA
Moisture Density Relationship (Tex-114-E)	$350.45	EA
Texas Triaxial	$2,200.00	EA
OTHER DIRECT EXPENSES		**Unit**
Selective Brush Clearing (Hydro-Axe)	Actual Cost	DAY
Utility Locates	Actual Cost	DAY
Traffic Control (Full Day Lane Closure)	Actual Cost	DAY
Traffic Contol (Shoulder)	Actual Cost	DAY
Law Enforcement/Uniform Officer (including vehicle)/hr		HR
Street Cut Permit		EA

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EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Docusign Envelope ID: 06476FDD-94C6-8176-830F-53FFB2CCD234

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: ACEC Certificate Specialist PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: ACECcertificates@greyling.com
INSURED AMERSTR American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis IN 46240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : The Continental Insurance Company — 35289 INSURER C : Travelers Casualty & Surety Co America — 31194 INSURER D : Transportation Insurance Company — 20494 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 501659127 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6050367892	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
	$1M/$1M/$1M						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
D	AUTOMOBILE LIABILITY			6050364572	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			6050364555	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [X] RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		650364569	11/1/2025	11/1/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability Incl. Pollution Liability			108437405	5/29/2026	11/1/2027	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Any person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect to the General Liability, Automobile Liability and Employers Liability policies. Umbrella is follow form.

Hays County, Texas, its directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Buchholz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2026

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.

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PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: EPIC Construction & Design COI Team PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: ACECcerts@epicbrokers.com
INSURED AMERSTR American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis IN 46240	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Valley Forge Insurance Company 20508 INSURER B : The Continental Insurance Company 35289 INSURER C : Travelers Casualty & Surety Co America 31194 INSURER D : Continental Casualty Company 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 201101412 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR $1M/$1M/$1M GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			6050367892	11/1/2026	11/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6050364572	11/1/2026	11/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6050364555	11/1/2026	11/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			650364569	11/1/2026	11/1/2027	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
C	Professional Liability incl. Pollution Liability			108437405	5/29/2026	11/1/2027	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Any person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect to the General Liability, Automobile Liability and Employers Liability policies. Umbrella is follow form.
Where required by written contract or agreement requiring insurance, Hays County, its directors, officers, and employees are included as additional insured with respects to the General Liability and Automobile Liability policy on a primary and non-contributory basis. Waiver of subrogation in favor of the additional insureds applies with respects to the General Liability, Automobile Liability and Workers Compensation policies. Umbrella is follow form. 30 days notice of cancellation for the certificate holder.

CERTIFICATE HOLDER

Hays County, Texas
111 E. San Antonio Street;Suite 300
San Marcos TX 78666-0000

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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AGENDA ITEM REQUEST FORM: I. 4.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 2 to 2026-PSA-33 between Hays County and Kleinfelder, Inc. for the Darden Hill Road/CR 162 Phase 2 project in Precinct 4. **SMITH/A.JONES**

Summary:

The proposed amendment increases the compensation cap by $349,994.17 from $2,081,249.86 to $2,431,244.03 to fund Supplemental Work Authorization No. 2 to Work Authorization No. 1 for engineering services. Additional work includes a corridor traffic study, HAWK Beacon analysis at Fieldstone, noise analysis, geotechnical services and retaining wall design for Parcel 9, and updates to the right-of-way mapping and metes and bounds to accommodate drainage easements and the Parcel 11 realignment. Amendment 1 & Amendment 2 increase the original contract value by 19%.

Fiscal Impact:

Amount Requested: $349,994.17
Line Item Number: 036-804-96-867.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

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

Attachments

DardenHillPh2-Kleinfelder-Amendment 2
DardenHillPh2-Kleinfelder-SWA02

CONTRACT AMENDMENT NO. __2__
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY 2025 ROAD IMPROVEMENTS PROJECT:

Darden Hill Road / CR 162 Phase 2 ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Kleinfelder, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective December 2, 2025 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $2,081,249.86; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $2,081,249.86 to $2,431,244.03.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: Kleinfelder, Inc.	By:
Signature	Signature
Kimberly High	
Printed Name	Printed Name
VP, Area Manager	
Title	Title
10/15/2026	
Date	Date

APPROVED
By Carlos Lopez at 11:58 am, Oct 16, 2026

EXHIBIT D - Fee Schedule

Kleinfelder, Inc. Transportation, Survey, Drainage	
CLASSIFICATIONS	**RATE PER HOUR**
Senior Program Manager	$320.00
Program Manager	$250.00
Senior Project Manager	$300.00
Project Manager III	$245.00
Project Manager II	$220.00
Project Manager I	$200.00
Senior Principal Professional	$305.00
Principal Professional	$290.00
Senior Professional	$230.00
Project Professional	$170.00
Professional	$160.00
Staff Professional II	$155.00
Staff Professional I	$135.00
Senior CADD Designer	$170.00
CADD Operator	$150.00
Senior Project Controls Professional	$165.00
Project Controls Professional	$145.00
Project Administrator	$140.00
Administrator	$125.00
Senior Construction Manager	$200.00
Construction Manager	$180.00
Senior Construction Inspector	$175.00
Construction Inspector III	$165.00
Construction Inspector II	$155.00
Construction Inspector I	$140.00
3 Person Crew	$255.00
2 Person Crew	$190.00
1 Person Crew	$145.00
Survey Technician III	$160.00
Survey Technician II	$130.00
Survey Technician I	$115.00
Administrative I (ENV)	$125.00
Principal Professional (ENV)	$290.00
Principal Professional (GeoT)	$290.00
Program Manager (GeoT)	$250.00
Sr. Program Manager (GeoT)	$320.00
Project Controls Professional (GeoT)	$145.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Overnight Mail – oversized box	Current Postal Rate

Kleinfelder, Inc.	
Transportation, Survey, Drainage	
Overnight Mail- letter size	Current Postal Rate
Postage	Current Postal Rate
Courrier Services	Actual Cost
Highway Toll Charges	Actual Cost
Meals (excluding alcohol & tips. Overnight stay required)	Actual Cost
Outsourced Printing	Actual Cost
Parking Fees	Actual Cost
Atterberg limits, one-point method	$145/test
ATV/Boat/Sonar	$500/day
CADD Color Plotting	$1.50/sf
California bearing ratio, 3 points	$780/test
Chloride content	$85/test
Color Copies (11x17)	$1.00/ea
Color Copies (8.5x11)	$0.49/ea
Concrete Monuments	$290/ea
Denver swell test	$210/test
Drone	$675/hr
Eades and grim test (opt. lime content)	$235/test
Ground Targets	$35/ea
HazMat supplemental records	$350/ea
Hydrometer analysis	$185/test
Lidar Scanner	$120/hr
Photocopies B/W (11x17)	$0.60/ea
Photocopies B/W (8.5x11)	$0.15/ea
Rock UCS-C	$300/test
Sieve analysis, % finer than 200 sieve	$110/test
Sieve analysis, coarse	$155/test
Soil PH	$70/test
Soil resistivity	$190/test
Standard proctor, 4" mold	$290/test
Sulfate content	$70/test
Triaxial test, TEX 117E part II	$2,250/test
Unconfined compressive strength	$170/test
Water Content	$30/test
CMU Absorption and received moisture	$80/each
CMU Compression	$105/each

EXHIBIT D - Fee Schedule

American Structurepoint, Inc.	
TRAFFIC ENGINEER	
CLASSIFICATIONS	**RATE PER HOUR**
PRINCIPAL	$334.00
SENIOR PROJECT MANAGER	$328.00
QAQC	$334.00
PROJECT MANAGER	$269.00
SENIOR PROJECT ENGINEER	$260.00
PROJECT ENGINEER	$193.00
EIT	$158.05
SENIOR TECHNICAN	$215.00
TECHNICHIAN	$140.00
ADMIN/CLERICAN	$100.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
TURNING MOVEMENT COUNTS (PER 12-HOURS)	$600 Each
12-hr Turning Movement Counts (Extra Set-up)	$100 Each
3-day 24-hr Tube Counts	$300 Each

EXHIBIT D - Fee Schedule

HICKS & COMPANY ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$205.17
Sr. Program Manager	$156.81
Sr. Envl Scientist II	$143.62
Sr. Envl Scientist I	$139.22
Envl Scientist III	$127.50
Envl Scientist II	$121.64
Envl Scientist I	$106.98
Envl Prof III	$102.59
Envl Prof II	$96.72
Envl Prof I	$90.86
Envl Staff I	$86.46

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Overnight Mail – oversized box	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Postage	Current Postal Rate
Courrier Services	Actual Cost
Highway Toll Charges	Actual Cost
Outsourced Printing	Actual Cost
Parking Fees	Actual Cost
GPS Equipment Rental	$110/day
Newspaper Publication for Notice (English)	Actual Cost
Newspaper Publication for Notice (Spanish)	Actual Cost
Newspaper Publication Translation Service	Actual Cost
Regulatory Database Search	Actual Cost
Noise Meter Rental	Actual Cost

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

PROJECT:
DARDEN HILL ROAD / CR 162 PHASE 2

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated December 2, 2025 ("Contract") and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Kleinfelder, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective December 2, 2025 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from $2,081,249.86 to $2,431,244.03. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

III. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Kimberly High
Printed Name

VP, Area Manager
Title

10/15/2026
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Carlos Lopez at 11:58 am, Oct 16, 2026

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C – Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR DARDEN HILL ROAD / CR 162 PHASE 2
SA2 to WA1

PROJECT DESCRIPTION

Project Limits
Sawyer Ranch Roundabout to RM 1826 (1.7 Miles)

Existing Facility
Currently, Darden Hill, spanning from Sawyer Ranch Roundabout to RM 1826, consists of 2 undivided lanes with asphalt pavement. The roadway features ditch culverts and 7' shoulders. The approximate existing right-of-way spans 55'. There is one named intersection along this section and several driveways.

Proposed Facility
The proposed Darden Hill design, spanning from Sawyer Ranch Roundabout to RM 1826, will feature four lanes divided with a 40' grass median. It will include ditch drainage and 10' shoulders. The approximate proposed right-of-way is estimated to span 160'. There will additionally be a 10' Shared Use Path on the south side of the roadway.

Design Criteria

The proposed design criteria for the project will be developed from TxDOT design criteria.

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.

        - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

    b. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

        - 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.

        - 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.

    c. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- 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.
- 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
- 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.

d. PROGRESS/COORDINATION MEETINGS

- 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.

- Prepare agenda and sign-in sheets for external coordination/progress meetings.

- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

- Conduct internal coordination meetings as required to advance the development of the project.

e. PROJECT SCHEDULE:

- Baseline Schedule – Update 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.

- 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.

f. DELIVERABLES:

- Monthly Invoices and Progress Reports

- QA/QC Documentation with Deliverables

- Project Files

- Meeting Minutes, Sign-In Sheets, and Agendas

- Baseline and Progress Schedules

2. RIGHT OF WAY (ROW) SUPPORT

   a. ROW MAP:

      - Update preliminary right of way map and list of impacted tracts.

   b. PARCEL ACQUISITION DOCUMENTS (**[34]** parcel documents assumed, **[34]** staking assumed):

      - Upon approval of revised alignment, update the right of way strip map.
      - Update the draft parcel sketches and field notes documents for right of way parcel and easement acquisition. Note any improvements requiring removal or relocation on sketches.

   c. DELIVERABLES:

      - Revised ROW Map
      - Final ROW Map and affected property owner list (drawing file, pdf)
      - Updated Parcel Acquisition Documents (pdf)
      - Final Parcel Acquisition Documents (pdf)
      -

3. TRAFFIC STUDY

   a. TRAFFIC MODELING METHODOLOGY

      - The Engineer shall determine a Traffic Forecasting Methodology, based on available information and project details provided by the County and stakeholders.

   b. TRAFFIC DATA:

      The Engineer shall develop the specific traffic data denoted below:

      - 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

- Existing 24-Hour Volume Diagram - Existing 24-Hour Traffic Volume on a Line Diagram depicting the facility
- Existing Peak Hour Volume Diagram- Existing AM & PM peak hour Traffic Volume on a Line Diagram depicting the facility
- Opening Year 24-Hour Volume Diagram -Opening Year 24-Hour Traffic Volume on a Line Diagram depicting the facility
- Opening Year Peak Hour Volume Diagram - Opening Year AM & PM peak hour Traffic Volume on a Line Diagram depicting the facility
- Design Year 24-Hour Volume Diagram - Design Year 24-Hour Traffic Volume on a Line Diagram depicting the facility
- Design Year Peak Hour Volume Diagram - Design Year AM & PM peak hour Traffic Volume on a Line Diagram depicting the facility

c. TRAFFIC COUNTS

- Unless intersection turning movement count (TMC) data is readily available by the City of Dripping Springs, the Engineer shall collect TMCs for AM and PM peak hour periods of a typical weekday (Tue-Thu) at the following intersections (S=Signalized; U=Unsignalized; R=Roundabout):
    - RM 1826 at Darden Hill Road (S)
    - Sawyer Ranch Road at Darden Hill Road (R)
    - Fieldstone Loop at Darden Hill Road (U)
- Unless machine tube count data is readily available by the City of Dripping Springs, the Engineer shall collect 24-bi-direction volume counts for three (3) days at the following locations:
    - Along Darden Hill Rd between Sawyer Ranch Rd and Fieldstone Loop

- Along Darden Hill Rd between Fieldstone Loop and RM 1826

d. TRAFFIC OPERATIONS ANALYSES

- 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 (2028), the design year (2032), and the pavement year, the Engineer shall:
- Calculate segment volume-to-capacity (V/C) ratios to recommend and prioritize typical sections.
- Perform intersection Capacity and Level of Service (LOS) Analyses (AM and PM peak hours) for existing, opening, and design Years and recommend intersection-specific improvements to reduce delays and queuing.
- 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.
- 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 PS&E design.
- A traffic projections methodology memo will be prepared outlining historical data, K- and D- Factors, growth rate, known future developments, and projected volumes.

e. TRAFFIC SAFETY ANALYSIS (FOR DARDEN HILL ROAD ONLY)

- 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.
- 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) to recommend effective countermeasures.

- 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.

f. DELIVERABLES:

- Draft and Final Traffic Modeling Methodology Memo
- Draft and Final Traffic Volume Diagrams (Existing, Opening, Design)
- Draft and Final Traffic Operations and Safety Study and Recommendations Report

4. ENVIRONMENTAL SERVICES

a. TRAFFIC NOISE STUDIES AND NOISE ANALYSIS TECHNICAL REPORTING:

The Engineer shall prepare all necessary noise analyses and technical reporting.

The Engineer shall:

1. Perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise" The current version of the guidance is located on the State's Traffic Noise Toolkit website. Noise analyses and technical reporting shall be performed for all alternatives.
2. Comply with all noise policy, guidelines and standards found on the State's Traffic Noise Toolkit website. Upon request, the State shall provide the Engineer's Technical Expert with existing and predicted (future) traffic data and, when available, aerial photography.
3. By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
4. Determine existing and predicted noise levels for representative receivers, as follows:
    a. For transportation activities on new location, take field measurements of existing noise levels. Field measurements shall be accomplished with sound meters that meet or exceed American National Standards Institute (ANSI) S1.4-1983, Type 2.
    b. For transportation activities not on new location, take field measurements of existing noise levels, perform computer modeling of existing noise levels and predicted (future) noise levels. Field measurements may be necessary for more

complex projects and for model validation purposes.

c. Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of the Engineer's Technical Expert from the software distributor.

(1) Identify impacted receivers in accordance with the absolute and relative impact criteria.

(2) Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.

(3) Propose noise abatement measures that are both feasible and reasonable.

(4) Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial

(5) The Engineer shall conduct up to one (1) noise workshop as required from the noise analysis. The workshop shall include a noise workshop presentation and noise abatement ballot. The Engineer shall support in logistics and public outreach including venue coordination and rental and notices of invitation to adjacent property owrs. The Engineer will assist with noise workshop survey design, provide staff support for the workshop, and additional coordination as needed. The Engineer shall distribute the noise ballots at the workshop, and will not require door-to- door delivery of the ballots. The Engineer shall compile the results in a noise workshop summary and analysis report.

(6) Noise Analysis Technical Reporting Requirements. At the work authorization level, the noise analysis technical reporting might include:

i. Computer modeling of existing and predicted noise levels;

ii. Field measurements of existing noise levels and validation of existing model;

iii. Determining predicted noise impact contours for undeveloped property;

iv. Barrier analysis for impacted receivers.

(7) Noise Analysis General Requirements.

i. The Engineer shall use TxDOT's .DGN file coordinate system for all traffic noise modeling, so that all design files and traffic noise modeling software coordinate systems are the

same.

ii. The Engineer shall provide TxDOT with all .DXF files used for the traffic noise model.

(8) The Engineer shall review all proposed noise barrier locations as part of the traffic noise modeling process.

b. COUNTY DUE DILIGENCE DELIVERABLES:

- Draft & Final Technical Noise Analysis Report (electronic submission of up to 3 drafts and 1 final in PDF format)

5. Geotechnical Services

a. Task 1: Field Exploration

b. Drill 12 soil borings along the proposed wall alignment. Borings will be extended to a depth of 25 feet, or to auger refusal, whichever is shallower. If rock is encountered prior to reaching the proposed boring depth, up to 5 feet of rock coring will be performed.

c. Prior to mobilization, mark the boring locations and coordinate utility clearances. Required traffic control permits will be applied with concerned authorities and a traffic control sub-contractor will be hired during the field work.

d. Task 2: Laboratory Testing

e. Recovered soil samples will be transported to our laboratory for testing to evaluate their physical and engineering properties.

f. The anticipated testing program includes:

- Moisture content and Atterberg Limits
- Sieve analysis (percent passing No. 200 sieve)
- Unconfined Compressive Strength (UCS)
- Consolidated Undrained Triaxial
- Denver Swell

g. Task 3: Geotechnical Engineering Analysis and Report

h. Data obtained from the field exploration and laboratory testing will be evaluated to prepare a geotechnical report detailing our findings and providing recommendations for both wall systems, including:

- Site and subsurface descriptions, including groundwater conditions.
- Boring logs and laboratory test results.
- CIP Wall Recommendations: Allowable bearing capacity estimated total and differential settlement, minimum footing embedment depths, and lateral earth pressures (active, passive, and at-rest equivalent fluid pressures).
- MSE Wall Recommendations: Retained soil and foundation soil parameters (friction angle and cohesion) for external and global stability analyses and minimum strap length needed, as well as allowable bearing pressure and estimated settlement for the leveling pad.
- Global Stability: Evaluation of overall slope stability for the critical wall sections under both CIP and MSE configurations using limit equilibrium methods.
- Site Preparation & Earthwork: Recommendations for subgrade preparation, select fill criteria, compaction requirements, and drainage provisions to prevent hydrostatic buildup behind either wall type.

i. Present opinions and recommendations in a written report complete with logs of the explorations and laboratory test results. The report will be submitted as an electronic document.

6. Traffic Signal Design Services

a. Plan Development (Design Services)

The Engineer shall provide traffic design plans for a proposed HAWK Beacon at the intersection of for Darden Hill Road & Fieldstone.

- 60%, 90%, 100%, Final Submittal, specifications, quantities and cost estimates
- Coordination with Hays County

- Utility Coordination and verification

b. Signal warrant analysis and lighting analysis and design are not included in scope of services.

7. PLAN REVISIONS AND UPDATES

a. Plans shall be prepared per **[Hays/TxDOT/City]** criteria including applicable submittal requirements per PS&E Development Plan Submittal Checklist including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

b. ROADWAY:

- **Refine** horizontal and vertical alignment of the roadway adjacent to the Tarrillion Property (Parcel 11 part1) and Parcel 10), existing and proposed typical sections, cross sections created at increments and at cross drainage structures.

- Prepare project layout sheets that identify the project area and limits of work.

c. DRAINAGE:

- Prepare hydraulic calculations for the design of drainage structures on the project and inclusion in the plans.

- Develop drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.

- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, minimum side slopes, and erosion and sedimentation control.

- Design and detail on-site stormwater detention measures or provide documentation along with supporting calculations justifying that the project is exempt from the on-site detention requirements.

d. RETAINING WALL DESIGN

- Prepare Retaining Wall Layouts and detail design along the south right-of-way adjacent to Parcels 9 and 10.

e. SIGNING, MARKINGS, & SIGNALIZATION:

- Prepare cross walk signing and marking layout for a proposed HAWK Beacon at the intersection of Darden Hill Road and Fieldstone per current version of Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

- Prepare signal layout and details for the HAWK Beacon at the intersection of Darden Hill Road and Fieldstone

f. TRAFFIC CONTROL:

- Update traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

g. WATER QUALITY:

- Update water quality temporary and permanent Best Management Practices (BMPs) to comply with Texas Commission on Environmental Quality (TCEQ) regulations.

- Prepare Stormwater Pollution Prevention Plan (SWPPP) and EPIC Sheet.

h. DELIVERABLES:

- 90% PS&E Submittal

- 100% PS&E Submittal

- Final PS&E Submittal

- **Draft & Final Water Pollution and Abatement Plan/Contributing Zone Plan**

- Draft & Final Drainage Report and Drainage Models

8. <u>EXCLUSIONS</u>

- **The County and its representatives will coordinate utility relocations and obtaining SUE information**.

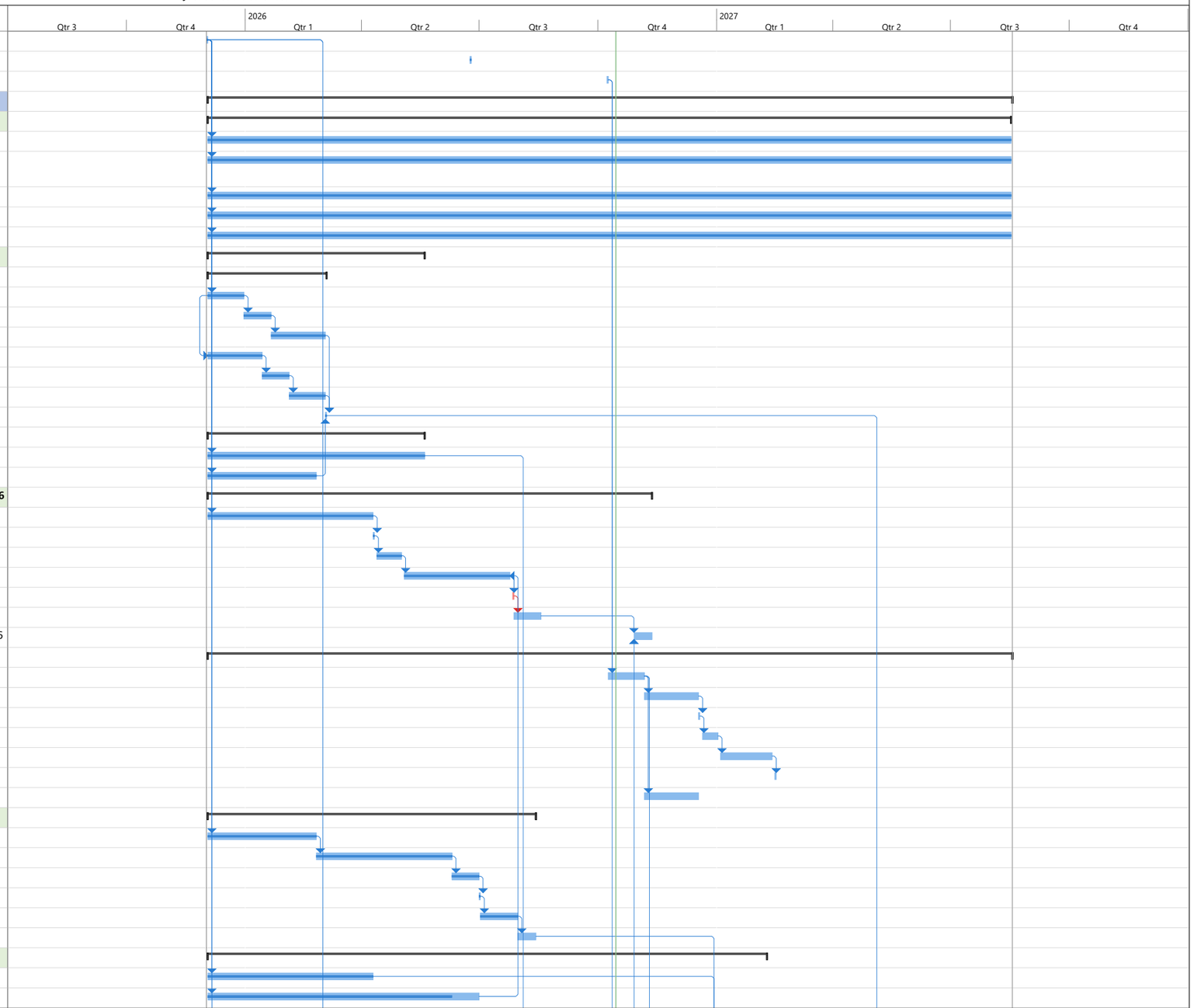
- Signal warrant analysis is not included in scope of services.

- Lighting analysis and design are not included in scope of services.

Kleinfelder, Inc.

ATTACHMENT C
Hays County: Darden Hill / CR 162 Phase 2 (Sawyer Ranch Road Roundabout to RM 1826)
Project Schedule as of 09/21/2026

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**	**1 day**	**Tue 12/2/25**	**Tue 12/2/25**
2	**Notice to Proceed (SWA1)**	**1 day**	**Wed 6/24/26**	**Wed 6/24/26**
3	**Notice to Proceed (SWA2)**	**1 day**	**Thu 10/8/26**	**Thu 10/8/26**
4	**DESIGN PHASE**	**445 days**	**Wed 12/3/25**	**Tue 8/17/27**
5	**Project Management and Coordination**	**444 days**	**Wed 12/3/25**	**Mon 8/16/27**
6	a. PM coordination and communications with County	444 days	Wed 12/3/25	Mon 8/16/27
7	b. Monthly Progress Reports, Invoice, including Deliverable Table (Assume 12 months)	444 days	Wed 12/3/25	Mon 8/16/27
8	c. Project Specific QA/QC Plan & Documentation with Deliverables	444 days	Wed 12/3/25	Mon 8/16/27
9	d. Project Internal Meetings and Administration (Assume 48 meetings)	444 days	Wed 12/3/25	Mon 8/16/27
10	e. Progress Coordination & External Meetings (Assume 24 meetings)	444 days	Wed 12/3/25	Mon 8/16/27
11	**Surveying**	**120 days**	**Wed 12/3/25**	**Tue 5/19/26**
12	a. Right of Way and Mapping	66 days	Wed 12/3/25	Wed 3/4/26
13	Preliminary ROW Map and affected property owner list (drawing)	20 days	Wed 12/3/25	Tue 12/30/25
14	County / GEC review	15 days	Wed 12/31/25	Tue 1/20/26
15	Final ROW Map and affected property owner list (drawing file, pdf)	30 days	Wed 1/21/26	Tue 3/3/26
16	Draft Parcel Acquisition Documents	30 days	Wed 12/3/25	Tue 1/13/26
17	County / GEC review	15 days	Wed 1/14/26	Tue 2/3/26
18	Final Parcel Acquisition Documents (pdf)	20 days	Wed 2/4/26	Tue 3/3/26
19	ROW Map complete	1 day	Wed 3/4/26	Wed 3/4/26
20	**b. Topographic Surveying & Mapping**	**120 days**	**Wed 12/3/25**	**Tue 5/19/26**
21	Topo survey and mapping	120 days	Wed 12/3/25	Tue 5/19/26
22	Certified Mail ROE Follow Up Letters and Executed ROE	60 days	Wed 12/3/25	Tue 2/24/26
23	**Schematic Development (RM 1826)**	**246 days**	**Wed 12/3/25**	**Wed 11/11/26**
24	a. Prepare preliminary schematic & cost estimate	92 days	Wed 12/3/25	Thu 4/9/26
25	b. Draft Preliminary Submittal	1 day	Fri 4/10/26	Fri 4/10/26
26	c. TxDOT / GEC review	15 days	Mon 4/13/26	Fri 5/1/26
27	d. Prepare final schematic & cost estimate	60 days	Mon 5/4/26	Fri 7/24/26
28	e. Pre-Final submittal	1 day	Fri 7/24/26	Mon 7/27/26
29	f. TxDOT / GEC review	15 days	Mon 7/27/26	Mon 8/17/26
30	g. Final Submittal	10 days	Thu 10/29/26	Wed 11/11/26
31	**Traffic and Operational Analysis**	**445 days**	**Wed 12/3/25**	**Tue 8/17/27**
32	a. Collect turning movement counts	20 days	Fri 10/9/26	Thu 11/5/26
33	b. Prepare Draft ICE Report	30 days	Fri 11/6/26	Thu 12/17/26
34	c. Submit Draft ICE Report	1 day	Fri 12/18/26	Fri 12/18/26
35	d. TxDOT / GEC Review	10 days	Mon 12/21/26	Fri 1/1/27
36	e. Prepare Final ICE Report	30 days	Mon 1/4/27	Fri 2/12/27
37	f. Submit Final ICE Report	1 day	Mon 2/15/27	Mon 2/15/27
38	g. Traffic Study & HAWK Beacon Design (Darden Hill)	30 days	Fri 11/6/26	Thu 12/17/26
39	**Drainage Study (RM 1826 Schematic Design)**	**182 days**	**Wed 12/3/25**	**Thu 8/13/26**
40	a. H&H Analysis	60 days	Wed 12/3/25	Tue 2/24/26
41	b. Submit draft schematic drainage report	75 days	Wed 2/25/26	Tue 6/9/26
42	c. TxDOT / GEC review	15 days	Wed 6/10/26	Tue 6/30/26
43	d. Pre-Final HH Submittal	1 day	Wed 7/1/26	Wed 7/1/26
44	e. TxDOT / GEC review	21 days	Thu 7/2/26	Thu 7/30/26
45	f. Final submittal	10 days	Fri 7/31/26	Thu 8/13/26
46	**Environmental Services (Darden Hill RD / CR 162)**	**309 days**	**Wed 12/3/25**	**Mon 2/8/27**
47	a. Darden Hill Rd - Sawyer Ranch Rd to RM 1826 (County Due Diligence)	92 days	Wed 12/3/25	Thu 4/9/26
48	b. RM 1826 (TxDOT State CE for RM 1826 Roundabout)	150 days	Wed 12/3/25	Tue 6/30/26



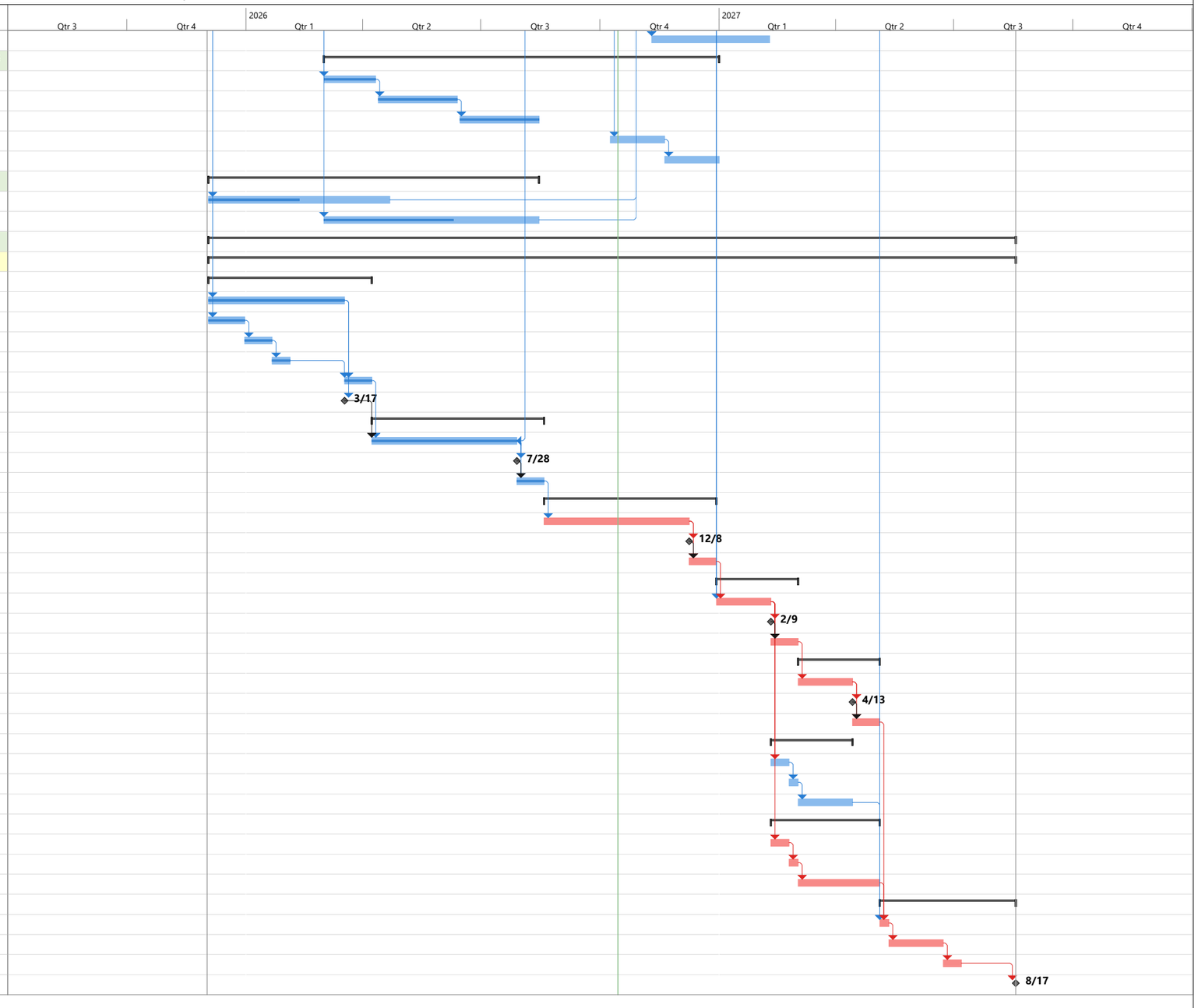
Project: 26003059.001A
Date: Thu 10/15/26

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
Critical
Critical Split
Progress
Manual Progress

Kleinfelder, Inc.

ATTACHMENT C
Hays County: Darden Hill / CR 162 Phase 2 (Sawyer Ranch Road Roundabout to RM 1826)
Project Schedule as of 09/21/2026

ID	Task Name	Duration	Start	Finish
49	c. Traffic Noise Study & Noise Analysis Report	65 days	Tue 11/10/26	Mon 2/8/27
50	**Geotechnical Services**	**219 days**	**Mon 3/2/26**	**Thu 12/31/26**
51	Borings + TxDOT Permission and Coordination (RM 1826)	30 days	Mon 3/2/26	Fri 4/10/26
52	b. Lab testing (RM 1826)	45 days	Mon 4/13/26	Fri 6/12/26
53	c. Geotechnical Design, Pavement Design and Reporting (RM1826)	45 days	Mon 6/15/26	Fri 8/14/26
54	d. Boring Log for Retaining Wall (Darden Hill Rd)	30 days	Fri 10/9/26	Thu 11/19/26
55	e. Retaining Wall Design	30 days	Fri 11/20/26	Thu 12/31/26
56	**Utility Support**	**183 days**	**Wed 12/3/25**	**Fri 8/14/26**
57	a. Utility Coordination Meetings	100 days	Wed 12/3/25	Tue 4/21/26
58	b. Incorporate Utility Information into Engineering Drawings	120 days	Mon 3/2/26	Fri 8/14/26
59	**Plan Preparation (PS&E) and Bid**	**445 days**	**Wed 12/3/25**	**Tue 8/17/27**
60	**Darden Hill Rd from Sawyer Ranch Rd Roundabout to RM 1826**	**445 days**	**Wed 12/3/25**	**Tue 8/17/27**
61	**30% PS&E Submittal**	**90 days**	**Wed 12/3/25**	**Tue 4/7/26**
62	Plan Preparation	75 days	Wed 12/3/25	Tue 3/17/26
63	Draft TCP Roll Plot	20 days	Wed 12/3/25	Tue 12/30/25
64	GEC Review	15 days	Wed 12/31/25	Tue 1/20/26
65	Final TCP Roll Plot	10 days	Wed 1/21/26	Tue 2/3/26
66	GEC Review	15 days	Wed 3/18/26	Tue 4/7/26
67	Submit 30% PS&E	0 days	Tue 3/17/26	Tue 3/17/26
68	**60% PS&E Submittal**	**95 days**	**Wed 4/8/26**	**Tue 8/18/26**
69	60% PS&E Submittal	80 days	Wed 4/8/26	Tue 7/28/26
70	Submit 60% PS&E	0 days	Tue 7/28/26	Tue 7/28/26
71	GEC Review	15 days	Wed 7/29/26	Tue 8/18/26
72	**90% PS&E Submittal**	**95 days**	**Wed 8/19/26**	**Tue 12/29/26**
73	90% PS&E Submittal	80 days	Wed 8/19/26	Tue 12/8/26
74	Submit 90% PS&E	0 days	Tue 12/8/26	Tue 12/8/26
75	GEC Review	15 days	Wed 12/9/26	Tue 12/29/26
76	**100% PS&E Submittal**	**45 days**	**Wed 12/30/26**	**Tue 3/2/27**
77	100% PS&E Submittal	30 days	Wed 12/30/26	Tue 2/9/27
78	Submit 100% PS&E	0 days	Tue 2/9/27	Tue 2/9/27
79	GEC Review	15 days	Wed 2/10/27	Tue 3/2/27
80	**Final PS&E Submittal**	**45 days**	**Wed 3/3/27**	**Tue 5/4/27**
81	Final PS&E Submittal	30 days	Wed 3/3/27	Tue 4/13/27
82	Submit Final PS&E	0 days	Tue 4/13/27	Tue 4/13/27
83	GEC Review	15 days	Wed 4/14/27	Tue 5/4/27
84	**TDLR Permit**	**45 days**	**Wed 2/10/27**	**Tue 4/13/27**
85	Prepare TDLR application	10 days	Wed 2/10/27	Tue 2/23/27
86	Submit TDLR	5 days	Wed 2/24/27	Tue 3/2/27
87	TDLR review	30 days	Wed 3/3/27	Tue 4/13/27
88	**TCEQ Permit - Contributing Zone Plan**	**60 days**	**Wed 2/10/27**	**Tue 5/4/27**
89	Prepare CZP application	10 days	Wed 2/10/27	Tue 2/23/27
90	Submit CZP Application	5 days	Wed 2/24/27	Tue 3/2/27
91	TCEQ review	45 days	Wed 3/3/27	Tue 5/4/27
92	**BID PHASE**	**75 days**	**Wed 5/5/27**	**Tue 8/17/27**
93	Signed and sealed final bid documents	5 days	Wed 5/5/27	Tue 5/11/27
94	Hays County Bid	30 days	Wed 5/12/27	Tue 6/22/27
95	Bid analysis and recommendations for award (Commissioners Court)	10 days	Wed 6/23/27	Tue 7/6/27
96	Construction Award	0 days	Tue 8/17/27	Tue 8/17/27



Project: 26003059.001A
Date: Thu 10/15/26

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 | Critical | Critical Split | Progress | Manual Progress

ATTACHMENT D: Fee Schedule

HAYS COUNTY

Darden Hill Road Phase 2 (SAWYER RANCH RD TO RM 1826)

SWA02WA01

Task	Senior Principal Professional	Senior Project Manager	Principal Professional (PE)	Project Manager II (PE)	Project Professional	Sr. CADD Designer	Project Manager III (Environmental)	Project Administrator	Staff Professional I (Geotecnical)	Staff Professional I (Geotecnical)	Project Professional (Geotecnical)	Program Manager (Geotecnical)	Sr. Program Manager (Geotecnical)	Project Controls Professional	Project Administrator II (Geotecnical)	Senior Program Manager	Program Manager (Geospatial)	Staff Professional II (Geospatial)	Survey Technician III (Geospatial)	Total Hours	Total Labor
Rates	$305.00	$300.00	$290.00	$220.00	$170.00	$170.00	$245.00	$140.00	$135.60	$135.60	$167.10	$270.37	$328.56	$134.78	$112.03	$320.00	$250.00	$155.00	$160.00		
1. Project Management and Coordination																				**224**	**$ 57,722.94**
a.PM coordination and communication with GEC/County		36																		36	$ 10,800.00
b. Monthly Progress Reports, Invoices , Including Deliverable Table																				0	$ -
c. Project Specific QA/QC Plan & Documentation with Deliverables	16	20	12																	48	$ 14,360.00
d. Project Internal Meetings and Administration		20	20	20	20	20	8	8				8				8				132	$ 30,802.94
e. Progress Coordination Meetings																				0	$ -
f. Project Schedule and Updates		4						4												8	$ 1,760.00
2. TRAFFIC AND OPERATIONAL ANALYSIS (Noise Study & Cross Walk)																				**9**	**$ 2,720.00**
a. Coordination Meetings & Review		5																		5	$ 1,500.00
b. QA/QC	4																			4	$ 1,220.00
3. ENVIRONMENTAL NOISE ANALYSIS																				**9**	**$ 2,720.00**
a. Coordination Meetings & Review		5																		5	$ 1,500.00
b. QA/QC	4																			4	$ 1,220.00
4. Geotechnical																				**119**	**$ 22,559.94**
a. Staking 12 Borings and 811 and Traffic Permit									4		2	2								8	$ 1,417.34
b. Drilling & Daily Coordination									24		2	2								28	$ 4,129.34
c. gINT Generation										6										6	$ 813.60
d.Lab Assignment											1	1								2	$ 437.47
e. Engineering (MSE & CIP)											20	8		2	1					31	$ 5,886.62
f. Report Preparation		2									20	8								30	$ 6,105.02
g. Project Management & Meetings												5								5	$ 1,351.84
h. Health and Safety Tasks									2			1								3	$ 541.57
i. Quality Review & ITR	4												2							6	$ 1,877.12
5. Retaining Wall Design & Plans																				**217**	**$ 41,680.00**
a. Locate Borings in Plan & Provide Logs		1		4	4	8														17	$ 3,220.00
b.Retaining Wall Plan and Profile (2 Sheets)		2		24	40	48														114	$ 20,840.00
d. Cross Sections		1		16	12	6														35	$ 6,880.00
e. Typical Section & Details		1		4	4	8														17	$ 3,220.00
f. Quantities & Estimate		1		4	4	4														13	$ 2,540.00
g. QC Review	8	1		4	4	4														21	$ 4,980.00
6. Surveying																					
Right of Way and Mapping																				**48**	**$ 9,040.00**
b. ROW Map																	8	8	8	24	$ 4,520.00
c. Parcel Acquisition (2 parcels)																	8	8	8	24	$ 4,520.00
7. Plan Revisions (Darden Hill Tarrillion Realignment)																				**398**	**$ 79,090.00**
a. Roadway Redesign - Darden Hill Rd Plan Revisions																				0	$ -
i. Project Layout & Exhibit		2	1	4	2	2														11	$ 2,450.00
i. Plan & Profile Sheets (8 sheets)	2	1	1	8	12	32														56	$ 10,440.00
iii. Proposed typical sections		1	1	2	4	6														14	$ 2,730.00
iv. Geometric Design (Revise horizontal and vertical alignments)		1	1	12	8	4														26	$ 5,270.00
v.Revise 3D OpenRoads Modelling	4	1	1	16	8															30	$ 6,690.00
vi. Revise cross sections (8 Sheets)		1	1	8	8	8														26	$ 5,070.00
vii. Fieldstone Cross Walk		1	1	8	12	12														34	$ 6,430.00
viii. Signal Pole & Details		1	1	4	8	12														26	$ 4,870.00
ix. Quantities, Estimates (6 Sheets)		1	1	6	6	6														20	$ 3,950.00
b. Drainage Revisions																				0	$ -
i. Drainage Quantity Summary Sheet		1	1	1	2	1														6	$ 1,320.00
ii. Revise Drainage Area Map		1	1	1	2	4														9	$ 1,830.00
iii. Drainage Plan & Profile, Calculations, Area Map Sheets (9 sheets)	2	1	8	2	4	27														44	$ 8,940.00
iv. Revise drainage quantities		1	2	1	2	2														8	$ 1,780.00
v.Perform QC	2	1	1			1														5	$ 1,370.00
c. Signing, Markings, & Signalization																				0	$ -
i. Revise signing and marking layouts (4 Sheets)		1	1	4	6	8														20	$ 3,850.00
d. Traffic Control Plans (8 Sheets)	2	1	2	8	16	24														53	$ 10,050.00
e. Water Quality Details																				0	$ -
i. Revise SW3P sheets		1	1	2	2	4														10	$ 2,050.00
Total Kleinfelder Direct Labor Hours	48	117	58	163	190	251	8	12	30	6	45	35	2	2	1	8	16	16	16	1024	
Percent of Total Hours	5%	11%	6%	16%	19%	25%	1%	1%	3%	1%	4%	3%	0%	0%	0%	1%	2%	2%	2%	100%	
Total KLEINFELDER Direct Labor Cost																				1024	**$ 215,532.88**

15. Direct Expenses		$ 117,395.16
a. LAB TESTS		$ 9,745.00
b. ODE (Survey, Geo, Env)		$ 3,015.10
c. ENV SUB HICKS (Noise Analysis)		$ 33,271.86
d. TRAFFIC SUB American Structurepoint		$ 71,363.20
Total Direct Expenses		**$ 117,395.16**
16. Reimbursable Expenses (Expense Backup will be provided)		$ 17,066.13
a. TRAFFIC CONTROL EXPENSE DURING DRILLING - AWP SAFETY (SUB)		$ 2,546.13
b. DRILLER EXPENSE - TEXAS GEO BORE (SUB)		$ 14,520.00
Total Reimbursable Expenses		**$ 17,066.13**
Total Cost		**$ 349,994.17**

Darden Hill- Retaining Wall

Lab Tests	WATER CONTENT	ATTERBERG LIMITS, ONE-POINT METHOD	SIEVE ANALYSIS, % FINER THAN 200 SIEVE	DENVER SWELL TEST	TRIAXIAL SHEAR, CU, 3 POINTS	UNCONFINED COMPRESSIVE STRENGTH
Unit	each	each	each	each	each	each
Labor Cost rate ($/test)	*$5.21*	*$31.04*	*$16.12*	*$40.14*	*$454.84*	*$18.36*
Non-Labor Cost rate ($/test)	*$0.63*	*$2.15*	*$2.31*	*$3.14*	*$12.57*	*$12.24*
Lab Rate Basis	*Manual Rate Entry*	*Manual Rate Entry*	*Manual Rate Entry*	*Manual Rate Entry*	*Standard Billing Rate*	*Manual Rate Entry*
Manual Billing Rate ($/test)	*$30.00*	*$110.00*	*$155.00*	*$210.00*		*$170.00*
Standard Billing rate ($/test)					*$1,680.00*	
Staking 12 Borings and 811 and Traffic Permit						
Drilling & Daily Coordination						
gINT Generation						
Lab Assignment	36	20	15	2	1	12
Engineering (MSE & CIP)						
Report Preparation						
Project Management & Meetings						
Technical Ipad Charges						
Health and Safety Tasks						
Quality Review & ITR						
BUDGET AMOUNT	**$1,080.00**	**$2,200.00**	**$2,325.00**	**$420.00**	**$1,680.00**	**$2,040.00**

$ 9,745.00

ATTACHMENT D: ESTIMATED FEE SUMMARY

Hays County

Other Direct Expenses (Kleinfelder)

Direct Expenses	Rate	Unit	Quantity	Cost
Meals (Excluding alcohol & tips) (Overnight stay required)	$ 25.00	Each	0	$ -
Photocopies B/W (8.5x11)	$ 0.15	Each	250	$ 37.50
Photocopies B/W (11x17)	$ 0.60	Each	250	$ 150.00
Color Copies (8.5x11)	$ 0.49	Each	150	$ 73.50
Color Copies (11x17)	$ 1.00	Each	100	$ 100.00
Highway Toll Charges	Actual Cost	Each	8	$ 80.00
Mileage	$ 0.70	Miles	1440	$ 1,008.00
			SUB TOTAL	**$ 1,449.00**
GEOTECHNICALEXPENSES				
Meals (Excluding alcohol & tips) (Overnight stay required)	$ 25.00	Each	0	$ -
Mileage	$ 0.70	Miles	600	$ 420.00
Highway Toll Charges	Actual Cost	Each	26	$ 260.00
Photocopies B/W (8.5x11)	$ 0.15	Each	30	$ 4.50
Photocopies B/W (11x17)	$ 0.60	Each	26	$ 15.60
			SUB TOTAL	**$ 700.10**
SURVEY EXPENSES				
Meals (Excluding alcohol & tips) (Overnight stay required)	$ 25.00	Each	0	$ -
Mileage	$ 0.70	Miles	837	$ 585.90
Highway Toll Charges	Actual Cost	Each	26	$ 260.00
Photocopies B/W (8.5x11)	$ 0.15	Each	30	$ 4.50
Photocopies B/W (11x17)	$ 0.60	Each	26	$ 15.60
			SUB TOTAL	**$ 866.00**
TOTAL				**$ 3,015.10**

HICKS & COMPANY ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS
SUPPLEMENTAL FEE ESTIMATE

DARDEN HILL ROAD FROM SAWYER RANCH ROAD TO FM 1826
HAYS COUNTY, TEXAS

June 19, 2026

LABOR	Sr. Program Manager $156.81	Sr. Envl Scientist II $143.62	Sr. Envl Scientist I $139.22	Envl Scientist III $127.50	Envl Scientist II $121.64	Envl Scientist I $106.98	Envl Prof III $102.59	Envl Prof II $96.72	Envl Prof I $90.86	TOTAL
TASK 1 - ENVIRONMENTAL SERVICES										
TxDOT Work Plan Development										0.0
TxDOT Species Analysis Form & Spreadsheet										0.0
TxDOT Surface Water Analysis Form										0.0
TxDOT Haz. Materials Initial Site Assessment										0.0
TxDOT Archeological Background Study										0.0
TxDOT Project Coordination Request for Historical Structures										0.0
TxDOT Notice and Opportunity to Comment										0.0
GIS Support										0.0
Project Coordination/Management										0.0
Task 1 Labor Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	**0.0**
Task 1 Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TASK 2 - HAYS COUNTY PROTOCOL COMPLIANCE										
THC Coordination (Background Review and Letter Preparation)										0.0
ESA Compliance (T&E Review and Site Visit)										0.0
ESA Compliance (T&E Technical Memorandum)										0.0
GIS Support										0.0
County Traffic Noise Analysis	4	50			12	16	60			142.0
County Traffic Noise Workshop	8	20	40		8	12	32			120.0
Project Coordination/Management	2									2.0
Task 2 Labor Hours	14.0	70.0	40.0	0.0	20.0	28.0	92.0	0.0	0.0	**264.0**
Task 2 Subtotal	**$ 2,195.34**	**$ 10,053.40**	**$ 5,568.80**	$ -	**$ 2,432.80**	**$ 2,995.44**	**$ 9,438.28**	$ -	$ -	**$ 32,684.06**
Category Total Labor Hours	**14.0**	**70.0**	**40.0**	**0.0**	**20.0**	**28.0**	**92.0**	**0.0**	**0.0**	**264.0**
Category Total Labor Cost	**$ 2,195.34**	**$ 10,053.40**	**$ 5,568.80**	$ -	**$ 2,432.80**	**$ 2,995.44**	**$ 9,438.28**	$ -	$ -	**$ 32,684.06**

TOTAL LABOR	**$ 32,684.06**

DIRECT EXPENSES	Unit	Rate	Quantity	TOTAL
Noise Meter Rental	day	Cost	1.00	$ 500.00
Mileage	mile	$0.70	92.00	$ 64.40
Postage	each	$0.78	30.00	$ 23.40
				$ -
				$ -
				$ -
				$ -

TOTAL DIRECT EXPENSES	**$ 587.80**
TOTAL COST	**$ 33,271.86**

ATTACHMENT D: FEE SCHEDULE

Task	Sheets	Principal	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	EIT	Senior Technician	Technician	Admin / Clerical	Total Hours	Total Labor
		$334.00	$328.00	$334.00	$269.00	$260.00	$193.00	$158.05	$215.00	$140.00	$100.00		
PRELIMINARY ENGINEERING (18 Months)													
1. PROJECT MANAGEMENT		0	27	0	18	0	0	0	0	0	0	45	$ 13,698.00
a. Communications					18							18	$ 4,842.00
b. Monthly Progress Reports, Invoicing and Billings			9									9	$ 2,952.00
c. Project Coordination & Admin			18			0						18	$ 5,904.00
												0	$ -
												0	$ -
												0	$ -
6. TRAFFIC STUDY		0	2	8	12	24	28	24	2	0	0	100	$ 22,423.20
a. Traffic Modeling Methodology				1	4	4		4				13	$ 3,082.20
b. Traffic Data and forecasting (existing/future)			0	2	2	8	12	0				24	$ 5,602.00
c. Deliverables (Incl. Diagrams)			1	4	4	8	8	12	2			39	$ 8,690.60
d. Crash Data Analysis (CRIS)			1	1	2	4	8	8				24	$ 5,048.40
												0	$ -
12. TRAFFIC SIGNAL DESIGN SERVICES (PSE to Final Design)		0	0	8	12	24	40	40	24	16	0	164	$ 31,342.00
a. Signalization (Darden Hill & Fieldstone HAWK Beacon)		0	0	8	12	24	40	40	24	16	0	164	$ 31,342.00
Includes 60%, 90%, 100% and Final Submittals, specification, estimates													
Coordination with Hays County													
Utility Coordination and verification													
Total ASI Direct Labor Hours		0	29	16	42	48	68	64	26	16	0	309	
Percent of Total Hours		0.0%	9.4%	5.2%	13.6%	15.5%	22.0%	20.7%	8.4%	5.2%	0.0%	100%	
Total ASI Direct Labor (PRELIMINARY ENGINEERING) Cost													$ 67,463.20
Total ASI Other Direct Expenses Cost													$ 3,900.00
Total Subconsultants Cost													$ -
TOTAL PROJECT COST													**$ 71,363.20**

Other Direct Expenses (American Structurepoint, Inc.)

Direct Expenses	Rate	Unit	Quantity	Cost
Meals (Overnight stay required)	$ 25.00	Each	0	$ -
Traffic Data Collection			0	
12-hr Turning Movement Counts	$ 600.00	Each	3	$ 1,800.00
12-hr Turning Movement Counts (Extra Set-Up)	$ 100.00	Each	3	$ 300.00
3-day 24-hr Tube Counts	$ 300.00	Each	6	$ 1,800.00
TCEQ WPAP Fee	$10,000.00	Each	0	$ -
Mileage	$ 0.700	Mile	0	$ -
Courier Services (Deliveries)	$ 25.00	Each	0	$ -
CADD Color Plotting (Per SQ FT)	$ 1.50	Square Feet	0	$ -
Photocopies B/W (8.5x11)	$ 0.05	Each	0	$ -
Photocopies B/W (11x17)	$ 0.15	Each	0	$ -
Photocopies B/W (22x34)	$ 0.60	Each	0	$ -
Color Copies (8.5x11)	$ 0.49	Each	0	$ -
Color Copies (11x17)	$ 1.00	Each	0	$ -
			TOTAL	**$ 3,900.00**

AGENDA ITEM REQUEST FORM: I. 5.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-14) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide Construction, Engineering, & Inspection (CE&I) services for the Cotton Gin Road project in Precinct 1 and amend the budget accordingly. **INGALSBE/A.JONES**

Summary:

Pape-Dawson Consulting Engineers, LLC has been prequalified by Hays County for the requested services on Cotton Gin Road (CR 129) (Bonanza Street to (SH 21)) through RFQ 2026-Q01 and was selected by Commissioners Court action on November 18, 2025, Item No. I 10. The Professional Services Agreement includes a compensation cap of $1,106,550.06. It will allow for the authorization of Work Authorization No. 1. The proposed facility will rehabilitate and widen approximately 2.286 miles of CR 129 from Bonanza Street to SH 21 (Camino Real). Improvements include full roadway reconstruction, widening to two 11-foot travel lanes with 4-foot shoulders, drainage and culvert upgrades, retaining walls, driveway reconstruction, pavement markings, signage, and related roadway infrastructure. 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: $1,106,550.06

Line Item Number: 036-801-96-528.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation

Budget Amendment Required Y/N?: Yes

Comments:

($56,551) - Decrease Construction Capital Outlay 036-801-96-528.5611_700

$56,551 - Increase Engineering Capital Outlay 036-801-96-528.5621_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and Testing Services Pool

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Cotton Gin Rd-Pape-Dawson-CEI-WA1

2027-PSA-14 - Partially Executed

WORK AUTHORIZATION NO. ___1___

PROJECT: Cotton Gin Road

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20___ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Pape-Dawson Consulting Engineers, LLC (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 $1,106,550.06.

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 July 31, 2029. 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.

EXECUTED this ____ day of _____, 20___.

ENGINEER:

Pape-Dawson Consulting Engineers, LLC

By:_____
Signature

John Tyler, P.E., RAS
Printed Name

Managing Principal, Transportation
Title

October 1, 2026
Date

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

APPROVED
By Carlos Lopez at 8:10 am, Oct 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
CONSTRUCTION ENGINEERING INSPECTION (CEI)
FOR COTTON GIN 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 [Consultant], 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 criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

5. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

6. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

7. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

8. Provide a summary of prior communications with impacted landowners, related to this project.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the [Consultant] and the County's other Consultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW/easements and relocate/remove improvements on proposed ROW.

13. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

14. Review Consultant's progress and submittals.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION ENGINEERING INSPECTION (CEI)
FOR COTTON GIN RD

PROJECT DESCRIPTION

Existing Facility

Cotton Gin Road (CR 129), from Bonanza Street to Camino Real (SH 21), is an existing two-lane rural roadway approximately 2.286 miles in length. The existing roadway generally consists of one travel lane in each direction with lane widths varying from 10 to 11 feet and little to no paved shoulders. Existing pavement is comprised of asphalt concrete pavement (ACP) over crushed limestone base. The corridor includes numerous residential driveways, intersecting roadways, drainage crossings, culverts, and utility infrastructure within a varying existing right-of-way.

Proposed Facility

The Cotton Gin Road Phase 2 project consists of the rehabilitation and widening of approximately 2.286 miles of CR 129 from Bonanza Street to Camino Real (SH 21). Improvements include full-depth reconstruction of the existing roadway, widening to provide two 11-foot travel lanes with 4-foot shoulders, grading, lime-stabilized subgrade, geogrid reinforcement, crushed limestone base, hot-mix asphalt concrete pavement, drainage and culvert improvements, retaining walls, driveway reconstruction, signing, pavement markings, and other associated roadway appurtenances. The project also includes selective right-of-way acquisition where required to accommodate the proposed roadway improvements.

1. PROJECT MANAGEMENT

   a. Designate person to be responsible for the project management, and all communications with the County and the GEC.

   b. INVOICE PROGRESS REPORTS, INVOICES, AND BILLINGS:

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with County requirements.

      - Submit monthly invoice progress status reports to the GEC. Invoice progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and the GEC. Subconsultant progress will be incorporated into the

monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County and the GEC within thirty (30) days of notice to proceed.

- 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.

- 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.

2. CONSTRUCTION ADMINISTRATION

a. DOCUMENT CONTROL:

- The Engineer will utilize the County's document control system, ProjectWise, to assure the appropriate control of documentation and reporting. Maintain and upload complete and accurate records of construction documents in County's File System, ProjectWise on a weekly basis. This library will contain all pertinent Project documentation and will include, but is not limited to, copies of the following:

  - Project Construction Manual/Agreement
  - Current construction plans and specifications
  - Project Diaries and correspondence
  - Construction documents including addenda, change orders, time extensions, supplemental agreements, extra work orders, plans and specification revisions, and "as built" documentation
  - Permits
  - Contract budgets, estimates and schedules
  - Testing and inspection reports
  - Submittals, RFIs and shop drawings
  - Photos
  - Construction progress payments
  - SW3P Inspections

- Barricade Inspection Reports (form 599) will be maintained in a separate hardcopy file labeled "Not Subject To Open Records" with the CEI firm
- Other information related to the project

- Prepare and maintain accurate and complete files of correspondence, telephone conversations, meetings, and other written documentation concerning construction activities. All records to be maintained as a part of the library.

- Maintain detailed and accurate records that are compiled throughout the course of construction, to assure adequately detailed Record Drawing documentation of completed construction activities.

- The Engineer will keep complete and accurate records of documents received and issued by all parties involved in the construction management of the project. Reviews and comments on these documents by the Engineer and others will also be recorded in the County's system and distributed to the County and the GEC.

b. PROJECT COORDINATION:

- Correspondence and coordination will be handled through & with the concurrence of the GEC.

- 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 CEI's team/staff, correspond with the County and the GEC, and assist the County and the GEC in preparing responses to Project-related inquiries.

- Assist the County and GEC preparing notifications for lane closures, detours, and traffic switches.

- The Engineer will monitor construction or maintenance activities on other project(s) which may be under construction within the boundaries of or adjacent to the Project. The Engineer will advise the County and the GEC when conflicts between these projects may arise.

- Preparing a monthly Construction Oversight Reports detailing the status of construction of the project.

- The Engineer will prepare a [**Biweekly**] Construction Progress Report detailing the status of the project. Engineer will use County template. At a minimum the report will include:

    - Time period covered
    - General progress and status of Project construction, including utility relocation and roadway closures.
    - Upcoming construction, utility relocations, and roadway closure items
    - Schedule review and update
    - Any major decision requiring input from the County or other stakeholders
    - Major milestones or other items of particular interest
    - Progress photographs

3. CONSTRUCTION ENGINEERING INSPECTION SERVICES

    a. PRECONSTRUCTION:

    - Review of contractor pre-construction submittals for compliance to contract documents.

        - Contractor Safety Point of Contact (SPOC), Contractor Responsible Person (CRP), Contractor Alternative Responsible Person, Contractor Responsible Person & Alternative Responsible Person Environmental, Contractor Project Scheduler
        - Preliminary/Baseline Schedule
        - Copy of Flagger/Instructor Certifications from Contractor and Subcontractors
        - Copy of Concrete/Hot Mix Designs
        - Subcontractor Approval Requests
        - Copy of Material Sourcing Letter
        - Material on Hand Forms
        - Small/Large Construction Site Notice (CSN)
        - Notice of Intent (NOI)

    b. CONSTRUCTION INSPECTION – (**2 Full-time** Staff assumed):

    - Provide a professional qualified field organization satisfactory to the County to monitor, test, observe and manage the construction of all elements of the Project in accordance with the plans and specifications.

- Provide on-site periodic construction inspection during the construction process to monitor the progress and quality of the work completed by the Contractor. This will include maintaining a photographic record of the construction progress.

- Meet with the Contractor, County and GEC on a [**weekly**] basis for project coordination and issue resolution meetings in person or virtually. A two-week look ahead schedule will be obtained from the contractor at these meetings. Meeting minutes will be generated and distributed to the contractor, County, and GEC to document construction progress, issues discussed, decisions made, and items which remain unresolved.

- When on project, maintain daily a complete and accurate [**digital**] inspection report documenting all activities and events related to the Project and a record of all work undertaken or completed by the contractor including quantities of pay items. Diaries will be furnished to the County upon completion of the project.

- Verify Contractor's compliance with contract documents with regards to Stormwater Pollution Prevention Plan by performing [**weekly**] SW3P inspections and within 24 hours after rainfall events.

- Verify the Contractor's compliance with the contract documents regarding Traffic Control by performing [**1**-daylight and **1**-night inspection monthly] Traffic Control Plan inspections.

- Verify Contractor's compliance with Traffic Control Phase change by preforming inspection after phase change completion.

- Provide notification of lane closures received from the Contractor to the County and the GEC.

- Interpret construction documents and recommend solutions to resolve field issues.

- Notify the County and GEC of potential construction contract changes as soon as need becomes evident.

- Notify the County and GEC if issues arise with adjacent property owners.

- Report accidents to the County and GEC. Record in the daily report.
- Report field conditions that vary from the contract documents to the County and GEC as soon as differing site conditions become evident.
- Review proposed product data and samples.
- Support the County with issue identification.
- Measure and document quantities of material delivered to the site.
- Process subcontractor's requests perform commercially useful function reviews, labor interviews and certified payroll reviews.
- Notify the County and the Contractor when work is not in conformance with the contract documents. This will include preparing Non-Conformance Reports (NCR) for tracking and recording resolution of non-conformance work.
- Maintain a project photograph log to record construction activity and preconstruction conditions. Digital photos will be filed with the Project records and will be provided to the County and the GEC as requested.
- Additional photographs will be taken of unusual construction techniques, accidents, unsafe working conditions, damaged equipment or materials, vandalism, construction problems, potential construction claim events, or any other items deemed worthy of records.
- Act as liaison for and make sound claims avoidance recommendations to the County and GEC, so as to proactively resolve potential and actual construction problems and conflicts.

c. REQUESTS FOR INFORMATION - RFIs (**20** assumed):

- Log, monitor, and coordinate the Contractor's Requests for Information. Manage the RFI process to ensure timely responses are provided to the contractor. All records to be maintained.
- Attend site visits and/or meetings to collect and provide field information to the Engineer of Record (EOR), as needed, to assist with the response to RFIs from the Contractor, including preparing and maintaining an RFI log.

- Coordinate the response Contractor's Requests for Information with the EOR.
- Interpret plans and specifications and respond to Contractor's Requests for Information.

d. SUBMITTALS & SHOP DRAWINGS (**20** assumed):

- Log, monitor, and coordinate the contractors' submittal and receipt of fabrication plans, shop drawings, and product and/or material submittals to and from the County Designee. Manage the Submittal & Shop Drawing process to ensure timely responses are provided to the contractor.
- Coordinate the review/processing of Contractor's submittals, including preparing and maintaining a submittal log.
- Coordinate the response of Submittals and Shop Drawings with the EOR.
- Interpret plans and specifications and respond to Contractor's Submittals.

e. CHANGE ORDERS (**5** assumed):

- Prepare technical information for change orders as required, including reviewing pricing and quantities in change orders and negotiation of change order requests as required to obtain change order pricing acceptable to the County. Verify appropriate backup is provided. Utilize County change order template.

f. PLAN REVISIONS FOR FIELD CHANGES:

- Establish and maintain throughout construction, a current set of contract documents (plan sheets and specifications) in the field office containing revised drawings and markups of changed conditions and field modifications. These records will be used by the Engineer in reviewing and providing recommendation to the County and the GEC on the acceptance of As-built drawings provided by the Contractor.
- Log, monitor, and coordinate the submittal and receipt of plan revisions in order to address differing site conditions, third party accommodation, or other owner directed changes. Plan revisions will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.

g. REVIEW CONTRACTOR PAY ESTIMATES (**13** assumed):

- Reviewing and recommending for payment to the County and the GEC the Contractor's monthly and final payment estimate. Verify appropriate backup is provided and executed change orders incorporated. Utilize County template.

- Review of current project schedules with pay estimate.

- Certify the accuracy of all final pay quantities and make recommendations relative to final payment to the contractors.

h. CLOSEOUT:

- Reviewing and provide recommendations to the County on requests for substantial and final completion. Including performing a walkthrough, preparing a punchlist and transferring files to the County.

- Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

- Performing document project closeout (final "as built" report of quantities, drawings, and specifications).

- At project completion submit a letter of certification sealed by a licensed engineer that the project was built in substantial conformity with the approved plans and specifications.

- Submit all final invoices within 60 days after contract or work order expiration.

4. <u>MATERIALS SAMPLING AND TESTING SERVICES</u>

- Coordinate and perform project materials testing for specification compliance in accordance with TxDOT's Guide Schedule for Sampling and Testing for the following materials:

  - Embankment materials (ordinary compaction, proof roll).
  - Flexible base.
  - Hot-mix asphalt during production and placement.
  - Flexible pavement structure repair materials.
  - Hydraulic cement concrete.
  - Aggregates for concrete.

- Provide quality acceptance testing for in-place materials in accordance with the Contract Documents.

- Confirm materials meet specifications prior to acceptance. Results of tests will be documented and reported within the established timeline. Manage the process to ensure timely responses are provided to the contractor. Non-conforming results will be immediately reported to the County and GEC.

- Review and approve fabrication inspection reports, and material and product suppliers' certificates of conformance for materials and appurtenances fabricated offsite.

- At project completion, submit a letter of certification sealed by a licensed engineer that the materials incorporated into the project are in substantial conformity with the approved plans and specifications.

5. DELIVERABLES

   a. All contract documents, including hard copies and electronic files, will be turned over to the County 30 days after final acceptance of the project. Documents will be posted to the County's project management database as requested.

ATTACHMENT C
SCHEDULE
CONSTRUCTION ENGINEERING INSPECTION (CEI)
FOR COTTON GIN RD

Description	Feb-27	Mar-27	Apr-27 to Feb-28					Mar-28	Apr-28	May-28 to July-28
Contract Award	◊									
Contractor Execute- Notice to Proceed		◊								
Coord with Contractor on schedule and prime consultant's responsibility and authority; exchange contact information, communication plan, quality assurance plan, safety plan, etc.		◊								
Inspect 230 working day contract										
Inspect Final Grading, Seeding, and Punch List										
As-built plan production and close out project										
Standby for final closeout										◊

Attachment D
Fee Schedule
WA#1

FEE SUMMARY FOR PROFESSIONAL SERVICES

Project(s): **Cotton Gin Rd**

Prime Consultant: **Pape-Dawson Consulting Engineers, LLC**

Proposal Date: **9/1/2026**

Prepared By: A. Edwards

Scope of Work:

Construction Engineering and Inspection for construction on Cotton Gin Rd.

DESCRIPTION	TOTAL COST
TASK 1 - Project Management and Administration	$223,022.00
TASK 2 - Inspection of Work in Progress and Project Records	$718,909.00
MATERIALS TESTING	$98,289.06
OTHER DIRECT EXPENSES	$66,330.00
SUBTOTAL LABOR + EXPENSES	**$1,106,550.06**

Prime Provider: Pape-Dawson Consulting Engineers, LLC.

Attachment D
Fee Schedule
WA#1

TASK 1 - Project Management and Administration	Project Manager	Admin / Clerical	Records Keeper	Construction Manager	Senior Construction Inspector	Construction Inspector III	Construction Inspector II	TOTAL LABOR HRS. & COSTS
	Office	Office	Office	Field	Field	Field	Field	
PROJECT MANAGEMENT AND ADMINISTRATION								2614
Prepare correspondence, invoices and progress reports monthly (assume 13 months	85	13	40					138
Prepare QA/QC plan and provide continuous QA/QC	75		45					120
Prepare Monthly Contractor Pay Estimates (assume 13	55		54	13				122
Maintain Project Coordination	35		50	30				115
Address Constructability Issues as they occu	100		20	30				150
Change Order Justification, Planning and Review	55		20					75
Coordinating time impacts of changes or proposed changes	25		10					35
Provide as-built plan, construction records and reports	30		10					40
Prepare and attend Pre-Construction Meetinc	30		10					40
HOURS SUB-TOTALS	490	13	259	73	0	0	0	835
CONTRACT RATE PER HOUR	**$327.00**	**$101.00**	**$181.00**	**$200.00**	**$181.00**	**$165.00**	**$146.00**	
TOTAL LABOR COSTS	$160,230.00	$1,313.00	$46,879.00	$14,600.00	$0.00	$0.00	$0.00	$223,022.00
SUBTOTAL								**$223,022.00**

TASK 2 - Inspection of Work in Progress and Project Records	Project Manager	Admin / Clerical	Records Keeper	Construction Manager	Senior Construction Inspector	Construction Inspector III	Construction Inspector II	TOTAL LABOR HRS. & COSTS
	Office	Office	Office	Field	Field	Field	Field	
INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS								18720
Perform Traffic control inspections (day and night)				40		50	28	118
Attend Planning meetings with contractor (safety, materials, schedule, etc)				10		50	41	101
Inspection of construction work				120		2100	1100	3320
Maintain Project records (documentation, verification and testing)			120	80		40	80	320
Schedule Testing				50			45	95
Reporting and documentation			140	150		95		385
Provide comprehensive punch list				15		5		20
Verify punch list				15		5		20
HOURS SUB-TOTALS	0	0	260	480	0	2345	1294	4379
CONTRACT RATE PER HOUR	**$327.00**	**$101.00**	**$181.00**	**$200.00**	**$181.00**	**$165.00**	**$146.00**	
TOTAL LABOR COSTS	$0.00	$0.00	$47,060.00	$96,000.00	$0.00	$386,925.00	$188,924.00	$718,909.00
SUBTOTAL								**$718,909.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$941,931.00
GRAND TOTAL	**$941,931.00**

OTHER DIRECT EXPENSES	**UNIT**	**RATE**	**Quantity**	**Total**
CONSTRUCTION TRUCK 4X4 (INCLUDES OPERATION, AND MAINTENANCE COST; INSURANCE COSTS WILL NOT BE REIMBURSED) (2 each x 12 months)	MONTH	$2,200.00	24	$ 52,800.00
MILEAGE (PM Mileage: 40 trips x 120 miles per round trip)	MILE	$0.725	4800	$ 3,480.00
TOTAL OTHER DIRECT EXPENSES				**$ 56,280.00**

Sub Provider: HVJ South Central -M&J, Inc.	Senior Engineer	Project Engineer	Senior Engineering Tech	Admin/Clerical	Engineering Tech	Engineering Tech Level 1A & 1B	
	$ 244.72	$ 195.77	$ 119.64	$ 87.01	$ 90.00	$ 110.99	
Materials Testing							
Job Control							
1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and specia specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2018 Guide Schedule for Sampling and Testing for materials. The testing shall include the following materials and all the components of the materials listed: Asphalt, Concrete, Soils and Aggregates. The estimated number of samples and tests are based on quantities in the executed construction contract.	0	38	15	48	475	128	$ 70,367.06
Subtotal Hours:	0	38	15	48	475	128	704
CONTRACT RATE PER HOUR	$ 244.72	$ 195.77	$ 119.64	$ 87.01	$ 90.00	$ 110.99	
TOTAL LABOR COSTS	$ -	$ 7,439.26	$ 1,794.60	$ 4,176.48	$ 42,750.00	$ 14,206.72	$ 70,367.06
% DISTRIBUTION OF STAFFING	0%	0%	0%	0%	1%	0%	1%
Subtotal Labor Cost:	**$ -**	**$ 7,439.26**	**$ 1,794.60**	**$ 4,176.48**	**$ 42,750.00**	**$ 14,206.72**	**$ 70,367.06**

Attachment D-Continued
Materials Engineering
Services

Services to be Provided	Test Code	Unit	Contract Rate	QUANTITY	TOTAL
Determining Moisture Content in Soil Materials	Tex-103-E	each	$ 36.00	10	$ 360.00
Determining Liquid Limits of Soils	Tex-104-E	each	$ 62.00	10	$ 620.00
Determining Plastic Soil Limits	Tex-105-E	each	$ 62.00	10	$ 620.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	$ 55.00	10	$ 550.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	$ 80.00	10	$ 800.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	$ 402.00	2	$ 804.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	$ 380.00	8	$ 3,040.00
Soil-Lime Testing- Part 3	Tex-121-E	each	$ 485.00	4	$ 1,940.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	$ 156.00	4	$ 624.00
Determining Density of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	$ 102.00	32	$ 3,264.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	$ 130.00	2	$ 260.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 135.00	16	$ 2,160.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 240.00	16	$ 3,840.00
Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	set of 2	$ 190.00	16	$ 3,040.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	$ 40.00	150	$ 6,000.00
				TOTAL	**$ 27,922.00**

Attachment D-Continued

Other Direct Expenses - HVJ SCTX M&J Inc.

Services To Be Provided	Unit	Cost	QUANTITY	TOTAL
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	$ 125.00	54	$ 6,750.00
Nuclear Guage Equipment	day	$ 75.00	38	$ 2,850.00
Cylinders Mold	each	$ 3.00	150	$ 450.00
			TOTAL OTHER DIRECT EXPENSES	**$ 10,050.00**

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
Contract No. 2027-PSA-14

FIRM: **Pape-Dawson Consulting Engineers, LLC("Engineer")**
ADDRESS: **2000 NW Loop 410 San Antonio, TX 78213**
PROJECT: Cotton Gin Road **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and testing Services Pool.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this

Contract), any fully executed Work Authorizations, any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will

be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One Million One Hundred Six Thousand Five Hundred Fifty and 06/100 Dollars ($1,106,550.06)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Andrew Edwards, P.E., LGPP
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, Texas 78213

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or

determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any

subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Andrew Edwards, P.E., LGPP**
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, Texas 78213

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

Pape-Dawson Consulting Engineers, LLC

By: _____

Printed Name: John Tyler, P.E., RAS

Title: Managing Principal, Transportation

Date: October 1, 2026

APPROVED
By Carlos Lopez at 8:10 am, Oct 14, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Contract Documents Checklist

X 1. Certificate of Interested Party: Form 1295

X 2. Conflict of Interest Disclosure & Questionnaire

X 3. Code of Ethics

X 4. HUB Practices

X 5. House Bill 89 Verification

X 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)

X 7. Debarment & Licensing Certification

X 8. Vendor/Bidder's Affirmation

X 9. Federal Affirmations and Solicitation Acceptance

X 10. Related Party Disclosure Form

X 11. System for Award Management (www.SAM.gov) Printout

X 12. Insurance

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1525315

Date Filed:
10/06/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pape-Dawson Consulting Engineers, LLC
San Antonio, 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-45
Cotton Gin Road CEI

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene	San Antonio, TX United States	X	
Dawson, Samuel	San Antonio, TX United States	X	
Dawson, III, Eugene (Trey)	San Antonio, TX United States	X	
Dawson, Taylor	San Antonio, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tackett, Cara	San Antonio, TX United States	X	
Preiss, Robert "Michael"	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Tyler, P.E., RAS, and my date of birth is 10/13/1980.

My address is 2000 NW Loop 410, San Antonio (city), TX (state), 78213 (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 6th day of October (month), 20 26 (year).

Signature of contracting business entity (Declarant)

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Pape-Dawson Consulting Engineers, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

John Tyler, P.E., RAS

Name of signatory

Signature

10/02/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Code of Ethics for Hays County

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

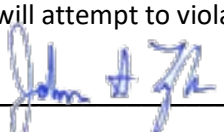
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

Signature: 

Print Name & Title: John Tyler, P.E., RAS Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 10/02/26

Hays County Practices Related to Historically Underutilized Businesses

1. Statement of Practices

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

2. Definitions

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

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

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

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

3. Guidelines

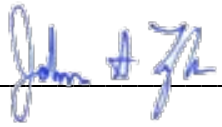
   a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature: 

Print Name & Title: John Tyler, P.E., RAS Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 10/02/26

Hays County House Bill 89 Verification

I, John Tyler, P.E., RAS (Person name), the undersigned representative of Pape-Dawson Consulting Engineers, LLC (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

10/02/2026
Date

On this 2nd day of October, 20 26, personally appeared John Tyler, P.E., RAS, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

STACEY K. DE LA ROSA
Notary Public in and for the State of Texas

10/02/26
Date



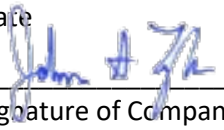
Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Pape-Dawson Consulting Engineers, LLC	October 02, 2026
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Pape-Dawson Consulting Engineers, LLC	10/02/26
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

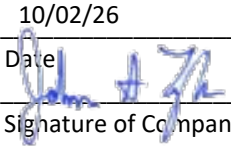
Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Pape-Dawson Consulting Engineers, LLC	10/02/26
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

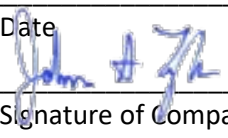
Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Pape-Dawosn Consulting Engineers, LLC	10/02/2026
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name	Signature	Date

Certification Check Performed by Hays County Purchasing

Pape-Dawson Consulting Engineers, LLC

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

10.21.2025

Date

Vendor Selection CC Approval Nov. 18, 2025

~~IFB/RFP/RFQ Number~~

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.

Pape-Dawson Consulting Engineers, LLC
Name of Firm

Signature of Certifying Official

Managing Principal, Transportation
Title of Certifying Official

John Tyler, P.E., RAS
Printed Name of Certifying Official

10/02/2026
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 John Tyler, P.E., RAS on this the 2nd day of October, 20 26, on behalf of said Firm.

STACEY K DE LA ROSA
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 12/14/27

STACEY K. DE LA ROSA NOTARY PUBLIC STATE OF TEXAS EXPIRES DECEMBER 14, 2027 NOTARY ID: 134681977

Vendor/Bidder's Affirmation

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

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

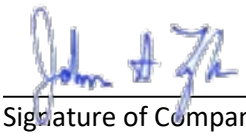
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

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

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

Pape-Dawson Consulting Engineers, LLC
Name of Contracting Company

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


Signature of Company Official Authorizing Bid/Offer

John Tyler, P.E., RAS
Printed Name

Managing Principal, Transportation
Title

Jtyler@pape-dawson.com
Email Address

210-375-9000
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

Pape-Dawson Consulting Engineers, LLC
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 2000 NW Loop 410 San Antonio

☑ no properties were identified; or

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

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

Stephanie Hunt 10.21.2020
Signature — Date

Stephanie Hunt Purchasing Agent
Printed Name — Title

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

No relationships in accordance with the above are known to exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Pape-Dawson Consulting Engineers, LLC	
Name of Vendor	
	Managing Principal, Transportation
Signature of Certifying Official	Title of Certifying Official
John Tyler, P.E., RAS	10/02/26
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.

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.

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Omid Rezaee
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: omid.rezaee@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			7012316633	02/28/2026	02/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7012296190	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			G48685596002	02/28/2026	02/28/2027	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7012316647	02/28/2026	02/28/2027	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
C	Professional Liability			03145815	02/28/2026	02/28/2027	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability
(See Attached Descriptions)

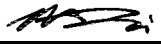
CERTIFICATE HOLDER

Hays County Purchasing.
c/o: Stephanie Hunt
712 S. Stagecoach Trailer, Suite 1012
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

and Employers Liability. 30-Day Notice of Cancellation.
****

NAMED INSUREDS: Arborleaf Engineering & Surveying, Inc.; D2410 Partners, LP; Pape Dawson Munoz, LLC; Pape Dawson Charitable Foundation; Pape-Dawson Consulting Engineers Holdings, LLC; PD Management Holdco, LLC; Pape Dawson Engineers Holdings, Inc. Pape-Dawson Partners, LLP; Pape-Dawson Consulting Engineers, LLC DBA: Pape Dawson Engineers, Inc.; Pape-Dawson Engineers, LLC; VRRSP Consultants, LLC; Pape-Dawson Consulting Engineers, Inc. Employee 401K Plan; Dowdey Anderson & Associates 401K Plan; Pape-Dawson Consulting Engineers, Inc.; Employee Benefits Plan Trust; Dowdey, Anderson & Associates, LLC; Costello, LLC; Costello, Inc. 401(K) Plan; Poulos & Bennett, LLC; Q. Grady Minor & Associates, P.A.; Q. Grady Minor and Associates, LLC; Maxwell Reddick & Associates, Inc.; Maxwell Reddick & Associates, LLC; Ragan-Smith Associates, Inc.; Ragan-Smith Associates, LLC; KSA Engineers, Inc.; BLOC Design-Build, LLC; Legacy Bear Properties, LLC; KSA Alliance, Inc.; Eberly & Associates, Inc.; Morris Engineering and Consulting, LLC; Morris Engineering and Consulting, LLC; Sovereign's Engineering & Surveying Holdings Inc. DBA Gaskins + LeCraw; Bonnett Design Group, LLC; Innerlight Engineering Corporation; Innerlight Engineering, LLC; Coffman Associates, Inc; Prism Engineering & Design Group, LLC; BHC, Inc.; Brungardt Honomichl & Company, P.A.; BHC, LLC, Pape-Dawson California, Inc

Re: Hays County, Texas, its directors, officers and employees are additional insureds as required by written contract.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No: 7012316633
Endorsement No:
Effective Date: 2/28/2026

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
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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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. 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 shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide construction, engineering, and inspection (CE&I) services for the Cotton Gin Road Project.

The Engineer may perform any or all of the following listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND ADMINISTRATION
- ROADWAY DESIGN AND CONSTRUCTABILITY
- PUBLIC INVOLVEMENT AND ENVIRONMENTAL
- PROJECT SUPERVISION
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION
- JOB CONTROL AND QUALITY CONTROL OF MATERIALS
- DESIGN VERIFICATIONS/CHANGES/ALTERATIONS
- FINAL CONSTRUCTION DOCUMENTS
- CONSTRUCTION ENGINEERING NOT OTHERWISE CLASSIFIED

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this day of _____.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	
Date	

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

PAPE-DAWSON CONSULTING ENGINEERS, LLC CONSTRUCTION ENGINEERING AND INSPECTION	
CLASSIFICATIONS	**RATE PER HOUR**
Project Manager	$327.00
Senior Engineer	$236.00
Project Engineer	$200.00
Design Engineer	$163.00
Utility Engineer	$181.00
Engineer-In-Training	$134.00
Senior Engineer Tech	$145.00
Engineer Tech	$113.00
Junior Engineer Tech	$91.00
Senior CADD Operator	$127.00
CADD Operator	$109.00
Junior CADD Operator	$91.00
Senior Utilities Coordinator	$181.00
Utilities Coordinator	$163.00
Senior Utilities Field Inspector	$145.00
Utilities Field Inspector	$127.00
Environmental Inspector	$134.00
Records Keeper	$181.00
Senior Scheduler	$254.00
Scheduler IV	$217.00
Scheduler III	$181.00
Scheduler I/II	$152.00
Admin/Clerical	$101.00
Senior Geologist	$163.00
Geologist	$130.00
Geologist-in-Training	$91.00
RPLS - Task Leader	$217.00
Senior Survey Tech	$152.00
Survey Tech	$130.00
Sr. Public Involvement Specialist	$181.00
Public Involvement Specialist	$145.00
Jr. Public Involvement Specialist	$109.00
Resident Engineer	$272.00
Field Engineer	$188.00
Construction Manager	$200.00
Senior Construction Inspector	$181.00
Construction Inspector III	$165.00
Construction Inspector II	$146.00
Structural Inspector	$181.00
Engineer-In-Training	$138.00
Senior Engineer Tech	$156.00
Engineer Tech	$127.00
Senior Utilities Field Inspector	$145.00
Utilities Field Inspector	$127.00
Environmental Inspector	$130.00

PAPE-DAWSON CONSULTING ENGINEERS, LLC CONSTRUCTION ENGINEERING AND INSPECTION	
Senior Geologist	$167.00
Geologist	$138.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Day)	$150.00
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Month)	$2,200.00
Cylinder Molds	$5.00

HVJ SOUTH CENTRAL TEXAS M&J.Inc MATERIALS TESTING AND INSPECTION	
CLASSIFICATIONS	**RATE PER HOUR**
Support Manager-CEI	$252.87
Senior Engineer	$244.72
Project Engineer	$195.77
Field Engineer (CEI)	$124.18
Senior Engineer Tech	$119.64
Admin/Clerical	$87.01
Inspector (Level III)	$165.00
Inspector (Level II)	$150.00
Senior Engineer Tech	$119.64
Engineering Tech	$90.00
Engineering Tech Level 1A & 1B	$110.99
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Day)	$125.00
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Month)	$1,450.00
Cylinders Mold (Each)	$3.00
Nuclear Gauge (per trip)	$75.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

Exhibit D-Continued
Materials Engineering Services

Services to be Provided	Test Code	Unit	Contract Rate
Compressive Strength of Cement Mortars	ASTM C109	set of 3	$ 120.00
Surveying and Sampling Soils for Highways	Tex-100-E	hour	$ 40.00
Determining Slaking Time	Tex-102-E	each	$ 140.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	$ 36.00
Determining Liquid Limits of Soils	Tex-104-E	each	$ 62.00
Determining Plastic Soil Limits	Tex-105-E	each	$ 62.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	$ 55.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	$ 79.00
Determining the Specific Gravity of Soils	Tex-108-E	each	$ 90.00
Particle Size Analysis of Soils	Tex-110-E	each	$ 210.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	$ 80.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 300.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	$ 402.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	$ 380.00
Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	each	$ 36.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	$ 312.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	$ 2,400.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	$ 400.00
Soil-Cement Testing- Part 1	Tex-120-E	each	$ 600.00
Soil-Cement Testing- Part 2	Tex-120-E	each	$ 500.00
Soil-Lime Testing- Part 1	Tex-121-E	each	$ 600.00
Soil-Lime Testing- Part 2	Tex-121-E	each	$ 485.00
Determining the Drainage Factor of Soil Materials	Tex-123-E	each	$ 440.00
Determining Potential Vertical Rise	Tex-124-E	each	$ 150.00
Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	each	$ 2,450.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	$ 1,100.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	$ 1,250.00
Determining Soil pH	Tex-128-E	each	$ 73.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	$ 160.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Single Stage	Tex-131-E	set of 3	$ 2,200.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Multiple Change	Tex-131-E	set of 3	$ 2,100.00
Texas Cone Penetration	Tex-132-E	each	$ 60.00
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	Tex-135-E	each	$ 600.00
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 68.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	$ 83.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	$ 156.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 130.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-200-F	each	$ 150.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	$ 135.00
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	$ 115.00
Apparent Specific Gravity of Material Finer than No. 50 Sieve	Tex-202-F	each	$ 110.00
Sand Equivalent	Tex-203-F	each	$ 175.00
Design of Bituminous Mixtures	Tex-204-F	each	$ 2,950.00
Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	set of 3	$ 195.00
Compacting Specimens Using the Texas Gyratory Compactor (TGC)	Tex-206-F	set of 3	$ 175.00
Determining Density of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	$ 102.00
Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (Part III)	each	$ 50.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	$ 130.00
Determining Density of Compacted Bituminous Mixtures (Vacuum Method)	Tex-207-F (Part VI)	each	$ 110.00
Determining Longitudinal Joint Density Using a Density Testing Gauge	Tex-207-F (Part VII)	each	$ 95.00
Determining Density of Permeable Friction Course (PFC) Mixtures	Tex-207-F (Part VIII)	each	$ 95.00

Services to be Provided	Test Code	Unit	Contract Rate
Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 160.00
Determining Asphalt Content of Bituminous by Extraction	Tex-210-F	each	$ 275.00
Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	each	$ 350.00
Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 45.00
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	Tex-213-F	each	$ 145.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 130.00
Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt	Tex-221-F	each	$ 57.00
Determining Flakiness Index	Tex-224-F	each	$ 385.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	$ 250.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 135.00
Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 120.00
Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 51.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 240.00
Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	set of 2	$ 190.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	$ 800.00
Thermal Profile	Tex-244-F	each	$ 260.00
Cantabro Loss	Tex-245-F	each	$ 250.00
Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 296.00
Overlay Test	Tex-248-F	set of 3	$ 900.00
Determining Flat and Elongated Particles	Tex-280-F	each	$ 180.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	$ 135.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	$ 110.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	$ 115.00
Determining Percent Voids and Solids in Concrete	Tex-405-A	each	$ 90.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	$ 102.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	$ 100.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 95.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	$ 365.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	$ 450.00
Determining Deleterious Material In Mineral Aggregate	Tex-413-A	each	$ 413.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	$ 40.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure	Tex-419-A	each	$ 48.00
Obtaining and testing drilled cores of concrete	Tex-424-A	each	$ 315.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	$ 125.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 110.00
Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 1,150.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	each	$ 35.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	$ 20.00
Determining Crushed Face Particle Count	Tex-460-A	each	$ 130.00
Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 375.00
Uniformity of Concrete	Tex-472-A	each	$ 110.00
Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers	Tex-500-C	each	$ 70.00
Acid Insoluble Residue for Fine Aggregate	Tex-612-J	each	$ 245.00
Determining Chloride and Sulfate Contents in Soils	Tex-620-J	each	$ 250.00

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services NW CL1
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Eric Kikalo
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: eric.kikalo@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER: 50711105** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7012316633	02/28/2025	02/28/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7012296190	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			G48685596001	02/28/2025	02/28/2026	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		7012316647	02/28/2025	02/28/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Prof Liab -			03145815	02/28/2025	02/28/2026	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or
(See Attached Descriptions)

CERTIFICATE HOLDER
Hays County Attn: Hays County Auditor
712 S. Stagecoach Trail
Suite 1071
San Marcos, TX 78666

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability and Employers Liability. 30-Day Notice of Cancellation.

****

NAMED INSUREDS: Arborleaf Engineering & Surveying, Inc.; D2410 Partners, LP; Pape Dawson Munoz, LLC; Pape Dawson Charitable Foundation; Pape-Dawson Consulting Engineers Holdings, LLC; PD Management Holdco, LLC; Pape Dawson Engineers Holdings, Inc. Pape-Dawson Partners, LLP; Pape-Dawson Consulting Engineers, LLC DBA: Pape Dawson Engineers, Inc.; Pape-Dawson Engineers, LLC; VRRSP Consultants, LLC; Pape-Dawson Consulting Engineers, Inc. Employee 401K Plan; Dowdey Anderson & Associates 401K Plan; Pape-Dawson Consulting Engineers, Inc.; Employee Benefits Plan Trust; Dowdey, Anderson & Associates, LLC; Costello, LLC; Costello, Inc. 401(K) Plan; Poulos & Bennett, LLC; Q. Grady Minor & Associates, P.A.; Q. Grady Minor and Associates, LLC; Maxwell Reddick & Associates, Inc.; Maxwell Reddick & Associates, LLC; Ragan-Smith Associates, Inc.; Ragan-Smith Associates, LLC; KSA Engineers, Inc.; BLOC Design-Build, LLC; Legacy Bear Properties, LLC; KSA Alliance, Inc.; Eberly & Associates, Inc.

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No: 7012316633
Endorsement No:
Effective Date: 2/28/2025

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
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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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
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 contract with that person or organization.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. 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 shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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AGENDA ITEM REQUEST FORM: I. 6.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2027-PSA-17) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide Construction, Engineering, & Inspection (CE&I) services for the Hillside Terrace project in Precinct 2, and amend the budget accordingly. **COHEN/A.JONES**

Summary:

Pape-Dawson Consulting Engineers, LLC has been pre-qualified by Hays County for the requested services on the Hillside Terrace project (from I-35 to FM 2001) through RFQ 2026-Q01 and was selected by Commissioners Court action on November 18, 2025, Item No. I.19. The Professional Services Agreement includes a compensation cap of $2,331,139.05. The proposed facility will include the reconstruction and widening of approximately 2.096 miles of existing roadway. The project consists of base and asphalt concrete pavement (ACP), culverts, storm drain infrastructure, and associated signage and pavement markings, within a right-of-way varying up to approximately 100 feet. 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: $2,331,139.05
Line Item Number: 036-802-96-648.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: Yes
Comments:
($631,140) - Decrease Construction Capital Outlay 036-802-96-648.5611_700
$631,140 - Increase Engineering Capital Outlay 036-802-96-648.5621_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and Testing Services Pool

Auditor's Office:

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

Attachments

2027-PSA-17 - Partially Executed

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
Contract No. 2027-PSA-17

FIRM: **Pape-Dawson Consulting Engineers, LLC("Engineer")**
ADDRESS: **2000 NW Loop 410 San Antonio, TX 78213**
PROJECT: Hillside Terrace **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and testing Services Pool.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this

Contract), any fully executed Work Authorizations, any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will

be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Million Three Hundred Thirty-one Thousand One Hundred Thirty-nine and 05/100 Dollars ($2,331,139.05)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Andrew Edwards, P.E., LGPP
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, Texas 78213

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or

determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any

subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Andrew Edward, P.E., LGPP**
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

Pape-Dawson Consulting Engineers, LLC

By: _____

Printed Name: John Tyler, P.E., RAS

Title: Managing Principal,

Transportation Date: October 1, 2026

APPROVED
By Carlos Lopez at 10:50 am, Oct 14, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Contract Documents Checklist

X 1. Certificate of Interested Party: Form 1295

X 2. Conflict of Interest Disclosure & Questionnaire

X 3. Code of Ethics

X 4. HUB Practices

X 5. House Bill 89 Verification

X 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)

X 7. Debarment & Licensing Certification

X 8. Vendor/Bidder's Affirmation

X 9. Federal Affirmations and Solicitation Acceptance

X 10. Related Party Disclosure Form

X 11. System for Award Management (www.SAM.gov) Printout

X 12. Insurance

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

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

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1525311

Date Filed:
10/06/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Consulting Engineers, LLC
San Antonio, 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.
Transportation, Texas Department of

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-52
Hillside Terrace CEI

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene	San Antonio, TX United States	X	
Dawson, Samuel	San Antonio, TX United States	X	
Dawson, III, Eugene (Trey)	San Antonio, TX United States	X	
Dawson, Taylor	San Antonio, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tackett, Cara	San Antonio, TX United States	X	
Preiss, Robert "Michael"	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Tyler, P.E., RAS, and my date of birth is 10/13/1980.

My address is 2000 NW Loop 410, San Antonio (city), TX (state), 78213 (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 6th day of October (month), 20 26 (year).

Signature o [signature] cting business entity

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Pape-Dawson Consulting Engineers, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

John Tyler, P.E., RAS

Name of signatory

Signature

10/02/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Code of Ethics for Hays County

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

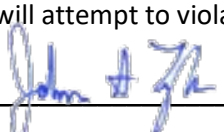
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

Signature: 

Print Name & Title: John Tyler, P.E., RAS Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 10/02/26

Hays County Practices Related to Historically Underutilized Businesses

1. Statement of Practices

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

2. Definitions

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

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

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

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

3. Guidelines

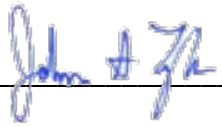
   a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature: 

Print Name & Title: John Tyler, P.E., RAS Managing Principal, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 10/02/2026

Hays County House Bill 89 Verification

I, John Tyler, P.E., RAS (Person name), the undersigned representative of Pape-Dawson Consulting Engineers, LLC (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

10/02/2026
Date

On this 2nd day of October, 20 26, personally appeared John Tyler, P.E., RAS, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

STACEY K. DE LA ROSA
Notary Public in and for the State of Texas

10/02/26
Date



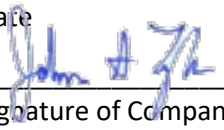
Comptroller Divestment Statute Certification

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Pape-Dawson Consulting Engineers, LLC	October 02, 2026
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Pape-Dawson Consulting Engineers, LLC	10/02/26
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

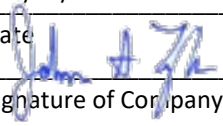
Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Pape-Dawson Consulting Engineers, LLC	10/02/26
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

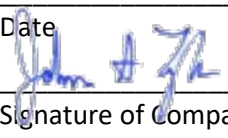
Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Pape-Dawosn Consulting Engineers, LLC	10/02/2026
Company Name	Date
John Tyler, P.E., RAS	
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name	Signature	Date

Certification Check Performed by Hays County Purchasing

Pape-Dawson Consulting Engineers, LLC

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

10.21.2025

Date

Vendor Selection CC Approval Nov. 18, 2025

~~IFB/RFP/RFQ Number~~

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.

Pape-Dawson Consulting Engineers, LLC
Name of Firm

Signature of Certifying Official

Managing Principal, Transportation
Title of Certifying Official

John Tyler, P.E., RAS
Printed Name of Certifying Official

10/02/2026
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 John Tyler, P.E., RAS on this the 2nd day of October, 20 26, on behalf of said Firm.

STACEY K DE LA ROSA
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 12/14/27

STACEY K. DE LA ROSA NOTARY PUBLIC STATE OF TEXAS EXPIRES DECEMBER 14, 2027 NOTARY ID: 134681977

Vendor/Bidder's Affirmation

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

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

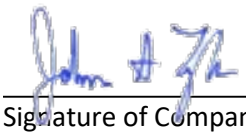
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

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

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

Pape-Dawson Consulting Engineers, LLC
Name of Contracting Company

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


Signature of Company Official Authorizing Bid/Offer

John Tyler, P.E., RAS
Printed Name

Managing Principal, Transportation
Title

Jtyler@pape-dawson.com
Email Address

210-375-9000
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

Pape-Dawson Consulting Engineers, LLC
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 2000 NW Loop 410 San Antonio

☑ no properties were identified; or

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

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

Stephanie Hunt 10.21.2020
Signature — Date

Stephanie Hunt Purchasing Agent
Printed Name — Title

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

No relationships in accordance with the above are known to exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Pape-Dawson Consulting Engineers, LLC	
Name of Vendor	
	Managing Principal, Transportation
Signature of Certifying Official	Title of Certifying Official
John Tyler, P.E., RAS	10/02/26
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.

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.

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Omid Rezaee
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: omid.rezaee@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7012316633	02/28/2026	02/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7012296190	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			G48685596002	02/28/2026	02/28/2027	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7012316647	02/28/2026	02/28/2027	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
C	Professional Liability			03145815	02/28/2026	02/28/2027	$5,000,000 per claim $5,000,000 annl aggr.	

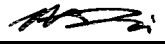
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability
(See Attached Descriptions)

CERTIFICATE HOLDER
Hays County Purchasing.
c/o: Stephanie Hunt
712 S. Stagecoach Trailer, Suite 1012
San Marcos, TX 78666

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

and Employers Liability. 30-Day Notice of Cancellation.

****

NAMED INSUREDS: Arborleaf Engineering & Surveying, Inc.; D2410 Partners, LP; Pape Dawson Munoz, LLC; Pape Dawson Charitable Foundation; Pape-Dawson Consulting Engineers Holdings, LLC; PD Management Holdco, LLC; Pape Dawson Engineers Holdings, Inc. Pape-Dawson Partners, LLP; Pape-Dawson Consulting Engineers, LLC DBA: Pape Dawson Engineers, Inc.; Pape-Dawson Engineers, LLC; VRRSP Consultants, LLC; Pape-Dawson Consulting Engineers, Inc. Employee 401K Plan; Dowdey Anderson & Associates 401K Plan; Pape-Dawson Consulting Engineers, Inc.; Employee Benefits Plan Trust; Dowdey, Anderson & Associates, LLC; Costello, LLC; Costello, Inc. 401(K) Plan; Poulos & Bennett, LLC; Q. Grady Minor & Associates, P.A.; Q. Grady Minor and Associates, LLC; Maxwell Reddick & Associates, Inc.; Maxwell Reddick & Associates, LLC; Ragan-Smith Associates, Inc.; Ragan-Smith Associates, LLC; KSA Engineers, Inc.; BLOC Design-Build, LLC; Legacy Bear Properties, LLC; KSA Alliance, Inc.; Eberly & Associates, Inc.; Morris Engineering and Consulting, LLC; Morris Engineering and Consulting, LLC; Sovereign's Engineering & Surveying Holdings Inc. DBA Gaskins + LeCraw; Bonnett Design Group, LLC; Innerlight Engineering Corporation; Innerlight Engineering, LLC; Coffman Associates, Inc; Prism Engineering & Design Group, LLC; BHC, Inc.; Brungardt Honomichl & Company, P.A.; BHC, LLC, Pape-Dawson California, Inc

Re: Hays County, Texas, its directors, officers and employees are additional insureds as required by written contract.

CNA

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No: 7012316633
Endorsement No:
Effective Date: 2/28/2026

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
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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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. 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 shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

00020003370123166336517

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide construction, engineering, and inspection (CE&I) services for the Hillside Terrace Project.

The Engineer may perform any or all of the following listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND ADMINISTRATION
- ROADWAY DESIGN AND CONSTRUCTABILITY
- PUBLIC INVOLVEMENT AND ENVIRONMENTAL
- PROJECT SUPERVISION
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION
- JOB CONTROL AND QUALITY CONTROL OF MATERIALS
- DESIGN VERIFICATIONS/CHANGES/ALTERATIONS
- FINAL CONSTRUCTION DOCUMENTS
- CONSTRUCTION ENGINEERING NOT OTHERWISE CLASSIFIED

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this day of _____.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

PAPE-DAWSON CONSULTING ENGINEERS, LLC CONSTRUCTION ENGINEERING AND INSPECTION	
CLASSIFICATIONS	**RATE PER HOUR**
Project Manager	$327.00
Senior Engineer	$236.00
Project Engineer	$200.00
Design Engineer	$163.00
Utility Engineer	$181.00
Engineer-In-Training	$134.00
Senior Engineer Tech	$145.00
Engineer Tech	$113.00
Junior Engineer Tech	$91.00
Senior CADD Operator	$127.00
CADD Operator	$109.00
Junior CADD Operator	$91.00
Senior Utilities Coordinator	$181.00
Utilities Coordinator	$163.00
Senior Utilities Field Inspector	$145.00
Utilities Field Inspector	$127.00
Environmental Inspector	$134.00
Records Keeper	$181.00
Senior Scheduler	$254.00
Scheduler IV	$217.00
Scheduler III	$181.00
Scheduler I/II	$152.00
Admin/Clerical	$101.00
Senior Geologist	$163.00
Geologist	$130.00
Geologist-in-Training	$91.00
RPLS - Task Leader	$217.00
Senior Survey Tech	$152.00
Survey Tech	$130.00
Sr. Public Involvement Specialist	$181.00
Public Involvement Specialist	$145.00
Jr. Public Involvement Specialist	$109.00
Resident Engineer	$272.00
Field Engineer	$188.00
Construction Manager	$200.00
Senior Construction Inspector	$181.00
Construction Inspector III	$165.00
Construction Inspector II	$146.00
Structural Inspector	$181.00
Engineer-In-Training	$138.00
Senior Engineer Tech	$156.00
Engineer Tech	$127.00
Senior Utilities Field Inspector	$145.00
Utilities Field Inspector	$127.00
Environmental Inspector	$130.00

PAPE-DAWSON CONSULTING ENGINEERS, LLC CONSTRUCTION ENGINEERING AND INSPECTION	
Senior Geologist	$167.00
Geologist	$138.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Day)	$150.00
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Month)	$2,200.00
Cylinder Molds	$5.00

HVJ SOUTH CENTRAL TEXAS M&J.Inc MATERIALS TESTING AND INSPECTION	
CLASSIFICATIONS	**RATE PER HOUR**
Support Manager-CEI	$252.87
Senior Engineer	$244.72
Project Engineer	$195.77
Field Engineer (CEI)	$124.18
Senior Engineer Tech	$119.64
Admin/Clerical	$87.01
Inspector (Level III)	$165.00
Inspector (Level II)	$150.00
Senior Engineer Tech	$119.64
Engineering Tech	$90.00
Engineering Tech Level 1A & 1B	$110.99
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Day)	$125.00
Construction Truck 4x4 (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (per Month)	$1,450.00
Cylinders Mold (Each)	$3.00
Nuclear Gauge (per trip)	$75.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

Exhibit D-Continued
Materials Engineering Services

Services to be Provided	Test Code	Unit	Contract Rate
Compressive Strength of Cement Mortars	ASTM C109	set of 3	$ 120.00
Surveying and Sampling Soils for Highways	Tex-100-E	hour	$ 40.00
Determining Slaking Time	Tex-102-E	each	$ 140.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	$ 36.00
Determining Liquid Limits of Soils	Tex-104-E	each	$ 62.00
Determining Plastic Soil Limits	Tex-105-E	each	$ 62.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	$ 55.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	$ 79.00
Determining the Specific Gravity of Soils	Tex-108-E	each	$ 90.00
Particle Size Analysis of Soils	Tex-110-E	each	$ 210.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	$ 80.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 300.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	$ 402.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	$ 380.00
Field Method for Determining In-Place Density of Soils and Base Materials	Tex-115-E	each	$ 36.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	$ 312.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	$ 2,400.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	$ 400.00
Soil-Cement Testing- Part 1	Tex-120-E	each	$ 600.00
Soil-Cement Testing- Part 2	Tex-120-E	each	$ 500.00
Soil-Lime Testing- Part 1	Tex-121-E	each	$ 600.00
Soil-Lime Testing- Part 2	Tex-121-E	each	$ 485.00
Determining the Drainage Factor of Soil Materials	Tex-123-E	each	$ 440.00
Determining Potential Vertical Rise	Tex-124-E	each	$ 150.00
Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	each	$ 2,450.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	$ 1,100.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	$ 1,250.00
Determining Soil pH	Tex-128-E	each	$ 73.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	$ 160.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Single Stage	Tex-131-E	set of 3	$ 2,200.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Multiple Change	Tex-131-E	set of 3	$ 2,100.00
Texas Cone Penetration	Tex-132-E	each	$ 60.00
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	Tex-135-E	each	$ 600.00
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 68.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	$ 83.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	$ 156.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 130.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-200-F	each	$ 150.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	$ 135.00
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	$ 115.00
Apparent Specific Gravity of Material Finer than No. 50 Sieve	Tex-202-F	each	$ 110.00
Sand Equivalent	Tex-203-F	each	$ 175.00
Design of Bituminous Mixtures	Tex-204-F	each	$ 2,950.00
Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	set of 3	$ 195.00
Compacting Specimens Using the Texas Gyratory Compactor (TGC)	Tex-206-F	set of 3	$ 175.00
Determining Density of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	$ 102.00
Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (Part III)	each	$ 50.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	$ 130.00
Determining Density of Compacted Bituminous Mixtures (Vacuum Method)	Tex-207-F (Part VI)	each	$ 110.00
Determining Longitudinal Joint Density Using a Density Testing Gauge	Tex-207-F (Part VII)	each	$ 95.00
Determining Density of Permeable Friction Course (PFC) Mixtures	Tex-207-F (Part VIII)	each	$ 95.00

Services to be Provided	Test Code	Unit	Contract Rate
Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 160.00
Determining Asphalt Content of Bituminous by Extraction	Tex-210-F	each	$ 275.00
Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	each	$ 350.00
Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	$ 45.00
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	Tex-213-F	each	$ 145.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	$ 130.00
Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt	Tex-221-F	each	$ 57.00
Determining Flakiness Index	Tex-224-F	each	$ 385.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	$ 250.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 135.00
Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 120.00
Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 51.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 240.00
Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	set of 2	$ 190.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	$ 800.00
Thermal Profile	Tex-244-F	each	$ 260.00
Cantabro Loss	Tex-245-F	each	$ 250.00
Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 296.00
Overlay Test	Tex-248-F	set of 3	$ 900.00
Determining Flat and Elongated Particles	Tex-280-F	each	$ 180.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	$ 135.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	$ 110.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	$ 115.00
Determining Percent Voids and Solids in Concrete	Tex-405-A	each	$ 90.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	$ 102.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	$ 100.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 95.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	$ 365.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	$ 450.00
Determining Deleterious Material In Mineral Aggregate	Tex-413-A	each	$ 413.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	$ 40.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure	Tex-419-A	each	$ 48.00
Obtaining and testing drilled cores of concrete	Tex-424-A	each	$ 315.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	$ 125.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	$ 110.00
Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	$ 1,150.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	each	$ 35.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	$ 20.00
Determining Crushed Face Particle Count	Tex-460-A	each	$ 130.00
Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	$ 375.00
Uniformity of Concrete	Tex-472-A	each	$ 110.00
Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers	Tex-500-C	each	$ 70.00
Acid Insoluble Residue for Fine Aggregate	Tex-612-J	each	$ 245.00
Determining Chloride and Sulfate Contents in Soils	Tex-620-J	each	$ 250.00

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 1863504 PAPEDAWS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Omid Rezaee
PHONE (A/C, No, Ext): 503 224-8390 **FAX (A/C, No):** 610 362-8130
E-MAIL ADDRESS: omid.rezaee@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Illinois Union Insurance Company	27960
INSURER C : Allied World Surplus Lines Insurance Co	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7012316633	02/28/2026	02/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7012296190	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			G48685596002	02/28/2026	02/28/2027	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7012316647	02/28/2026	02/28/2027	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
C	Professional Liability			03145815	02/28/2026	02/28/2027	$5,000,000 per claim $5,000,000 annl aggr.	

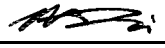
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto Liability
(See Attached Descriptions)

CERTIFICATE HOLDER
Hays County Purchasing.
c/o: Stephanie Hunt
712 S. Stagecoach Trailer, Suite 1012
San Marcos, TX 78666

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

and Employers Liability. 30-Day Notice of Cancellation.
****

NAMED INSUREDS: Arborleaf Engineering & Surveying, Inc.; D2410 Partners, LP; Pape Dawson Munoz, LLC; Pape Dawson Charitable Foundation; Pape-Dawson Consulting Engineers Holdings, LLC; PD Management Holdco, LLC; Pape Dawson Engineers Holdings, Inc. Pape-Dawson Partners, LLP; Pape-Dawson Consulting Engineers, LLC DBA: Pape Dawson Engineers, Inc.; Pape-Dawson Engineers, LLC; VRRSP Consultants, LLC; Pape-Dawson Consulting Engineers, Inc. Employee 401K Plan; Dowdey Anderson & Associates 401K Plan; Pape-Dawson Consulting Engineers, Inc.; Employee Benefits Plan Trust; Dowdey, Anderson & Associates, LLC; Costello, LLC; Costello, Inc. 401(K) Plan; Poulos & Bennett, LLC; Q. Grady Minor & Associates, P.A.; Q. Grady Minor and Associates, LLC; Maxwell Reddick & Associates, Inc.; Maxwell Reddick & Associates, LLC; Ragan-Smith Associates, Inc.; Ragan-Smith Associates, LLC; KSA Engineers, Inc.; BLOC Design-Build, LLC; Legacy Bear Properties, LLC; KSA Alliance, Inc.; Eberly & Associates, Inc.; Morris Engineering and Consulting, LLC; Morris Engineering and Consulting, LLC; Sovereign's Engineering & Surveying Holdings Inc. DBA Gaskins + LeCraw; Bonnett Design Group, LLC; Innerlight Engineering Corporation; Innerlight Engineering, LLC; Coffman Associates, Inc; Prism Engineering & Design Group, LLC; BHC, Inc.; Brungardt Honomichl & Company, P.A.; BHC, LLC, Pape-Dawson California, Inc

Re: Hays County, Texas, its directors, officers and employees are additional insureds as required by written contract.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No: 7012316633
Endorsement No:
Effective Date: 2/28/2026

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
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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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;

B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. 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 shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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AGENDA ITEM REQUEST FORM: I. 7.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Hammer

Co-Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to approve the selection of EDGE Engineering to provide engineering services for a H&H (Hydrology & Hydraulics) study required by TCEQ (Texas Commission on Environmental Quality) on the River Oaks Dam and authorize staff and counsel to negotiate a contract. **HAMMER/SMITH/A.JONES**

Summary

The attached vendor selection form has been prepared for EDGE Engineering, to provide engineering services for the H & H (hydrology & hydraulics) study required for the River Oaks Dam. Commissioners Court action on March 24, 2026, approved the recommendation of award for the RFQ 2026-Q02 Professional Engineering Services Pool and the continued use of the Vendor Selection Form. A contract will be brought back to court for consideration of approval and execution.

Attachments

Vendor Selection Form - Signed

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	River Oaks Dam Project	Precinct Number:	Transportation
Prepared By:	Aaron Jones	Commissioner:	Pct. 3 & Pct. 4
Project Scope of Work: Hydrologic & hydraulic analysis and TCEQ dam safety coordination for the River Oaks Ranch Dam (TCEQ Dam No. TX07060) at CR 169 (Bell Springs Rd) and Fitzhugh Creek in northern Hays County. Project tasks include project management, data collection, hydrologic modeling (HEC-HMS), hydraulic modeling (HEC-RAS), inundation mapping, reporting, and TCEQ coordination.			

Background Information				
Company Name Edge Engineering, PLLC		Type of Company Engineering		Type of Work Performed Engineering
Street Address 7000 N MOPAC Expy Ste. 325		Phone Number 512.767.1009		Year Established 2019
City/State/Zip Austin, TX 78731		Principal Contact Chad Cormack		Email Address ccormack@civil-edge.com
Qualified Minority Business? ☑ MBE ☐ WBE ☐ DBE		D&B # 060450238		Firm's License # TBPE Firm No. 20690
Discipline/s: Civil Engineering, Drainage Engineering, Flood Mitigation, PS&E				
☐ Right-Of-Way	■ Engineering	☐ CE&I	☐ Grant Writing	■ Other
☐ Utility Coordination	☐ Project Management	☐ Land Surveying	☐ Right-of-Way	
Has the company ever defaulted, failed to complete, or had a contract terminated? ☐ yes ■ no		If yes, explain:		
Has the company ever gone through bankruptcy or reorganization? ☐ yes ■ no		If yes, explain:		

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	GLO River Basin Flood Study (Central)	KWW Ranch Lake 1 Dam H&H & EAP	Williamson Co. Atlas 14 Floodplain Updates
• Owner Name	Texas General Land Office (GLO)	CR/KWW Partnership, Ltd.	Williamson County
• Duration	July 2025 - May 2026	January 2025 -September 2026	September 2021 - September 2025
• Contract Value	$1,211,545	$59,900	$352,980
• Provide Brief overview of the project and scope of services provided by Firm.	EDGE (as subconsultant to Freese & Nichols, Inc.) was responsible for developing baseline hydrologic & hydraulic modeling and floodplain mapping (Phase 3) within the Lower San Bernard River (1,100 square miles), and flood mitigation alternatives analysis (Phase 4) with the Luce Bayou, Reese Bayou, and East Fork San Jacinto River watersheds (48 square miles). EDGE also performed stakeholder coordination with counties and municipalities, conceptual design, benefit-cost analysis, funding analysis and reporting.	EDGE performed hydrologic & hydraulic modeling including probable maximum flood (PMF) and dam breach analysis, inundation mapping, Emergency Action Plan development, and TCEQ coordination for an intermediate size, high hazard dam in southeast Kendall County. H&H analyses and TCEQ submittal were completed in less than 3 months, and ultimately resulted in TCEQ downgrading the dam's hazard classification to "low".	EDGE (as subconsultant to Halff Associates) was responsible for detailed hydraulic analysis and floodplain mapping for 571 stream miles within the Salado and Stillhouse Creek watersheds to incorporate NOAA Atlas 14 rainfall data. EDGE performed field data collection, HEC-RAS model development, internal and independent QA/QC coordination, and GIS-based floodplain mapping - all in accordance with FEMA guidance and TWDB Flood Infrastructure (FIF) grant requirements.

Staffing			
President/Principal-in-Charge	Chad Cormack, PE, CFM	Years of Experience	18
Proposed Project Manager	Colin Slagle, PE, CFM	Years of Experience	23
Proposed Engineer	Sanjay Kanwal, PE	Years of Experience	8
Proposed Surveyor	n/a	Years of Experience	n/a
Quality Assurance Certification	Travis Kaatz, PE, CFM	Current Active Projects	110
No. of Employees	54	Current Work Backlog	$7,000,000 (approx.)

Brief Project Methodology Approach:
EDGE will leverage best available data including field survey, LiDAR/topography, and previous studies to develop HEC-HMS hydrologic and 1D, unsteady-state HEC-RAS hydraulic models to evaluate the River Oaks Dam hydraulic adequacy to pass the 50% probable maximum flood (PMF) per TCEQ regulations. EDGE will perform dam breach modeling and inundation mapping per TCEQ standards to confirm the dam's hazard classification, and if needed, prepare an Emergency Action Plan (EAP) for TCEQ approval.

Signatures:	
Commissioner Signature:	Morgan Hammer (Oct 20, 2026 15:58:22 CDT)
Date:	10/20/2026

Additional Signature:	(Oct 20, 2026 16:11:50 CDT)
Date:	10/20/2026

Additional Signature:	Aaron Jones (Oct 20, 2026 16:15:53 CDT)
Date:	10/20/2026

Vendor Selection Form - EDGE Engineering

Final Audit Report 2026-10-20

Created:	2026-10-20
By:	Stephanie Hunt (stephanie.hunt@hayscountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGN_HLo2LZX-p41LpdQwn4nd4DOBtnDmp

"Vendor Selection Form - EDGE Engineering" History

Document created by Stephanie Hunt (stephanie.hunt@hayscountytx.gov)
2026-10-20 - 7:34:25 PM GMT

Document emailed to morgan.hammer@hayscountytx.gov for signature
2026-10-20 - 7:36:54 PM GMT

Email viewed by morgan.hammer@hayscountytx.gov
2026-10-20 - 8:57:39 PM GMT

Signer morgan.hammer@hayscountytx.gov entered name at signing as Morgan Hammer
2026-10-20 - 8:58:20 PM GMT

Document e-signed by Morgan Hammer (morgan.hammer@hayscountytx.gov)
Signature Date: 2026-10-20 - 8:58:22 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

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Email viewed by walt.smith@hayscountytx.gov
2026-10-20 - 8:58:40 PM GMT

Signer walt.smith@hayscountytx.gov entered name at signing as Walt Smith
2026-10-20 - 9:11:48 PM GMT

Document e-signed by Walt Smith (walt.smith@hayscountytx.gov)
Signature Date: 2026-10-20 - 9:11:50 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

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Email viewed by Aaron Jones (aaron.jones@hayscountytx.gov)
2026-10-20 - 9:15:04 PM GMT

Document e-signed by Aaron Jones (aaron.jones@hayscountytx.gov)

Signature Date: 2026-10-20 - 9:15:53 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.

2026-10-20 - 9:15:53 PM GMT

Adobe Acrobat Sign

AGENDA ITEM REQUEST FORM: J. 1.

Hays County Commissioners Court

Date: 10/27/2026

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

Sponsor: Commissioner Smith

Agenda Item

Hold a Public Hearing regarding PLN-3049-PC; Lost 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

- October 27th, 2026
- Commissioner Walt Smith, Precinct 4
- Michael Hembree, County Planner, Hays County Development Services
- PLN-3049-PC; Hold a Public Hearing
- 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
- 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 (20') 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
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

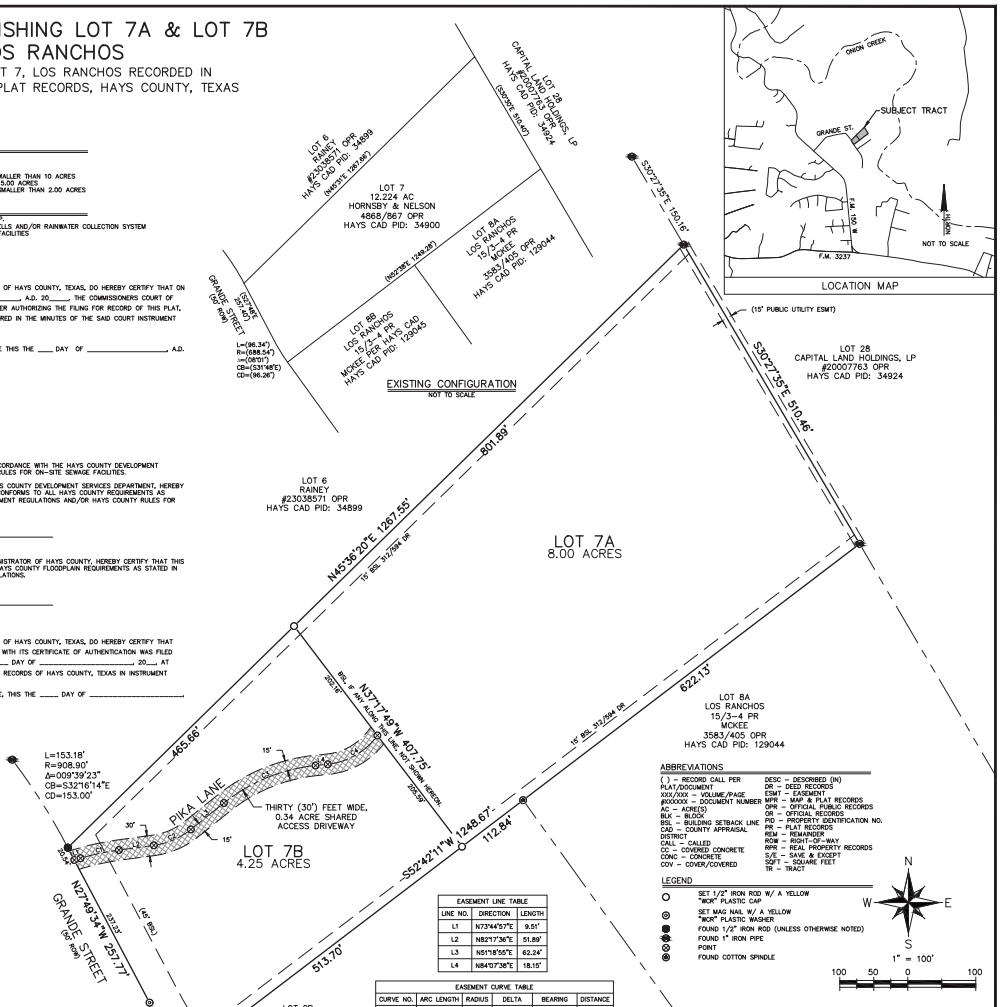
I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

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



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

LEGEND

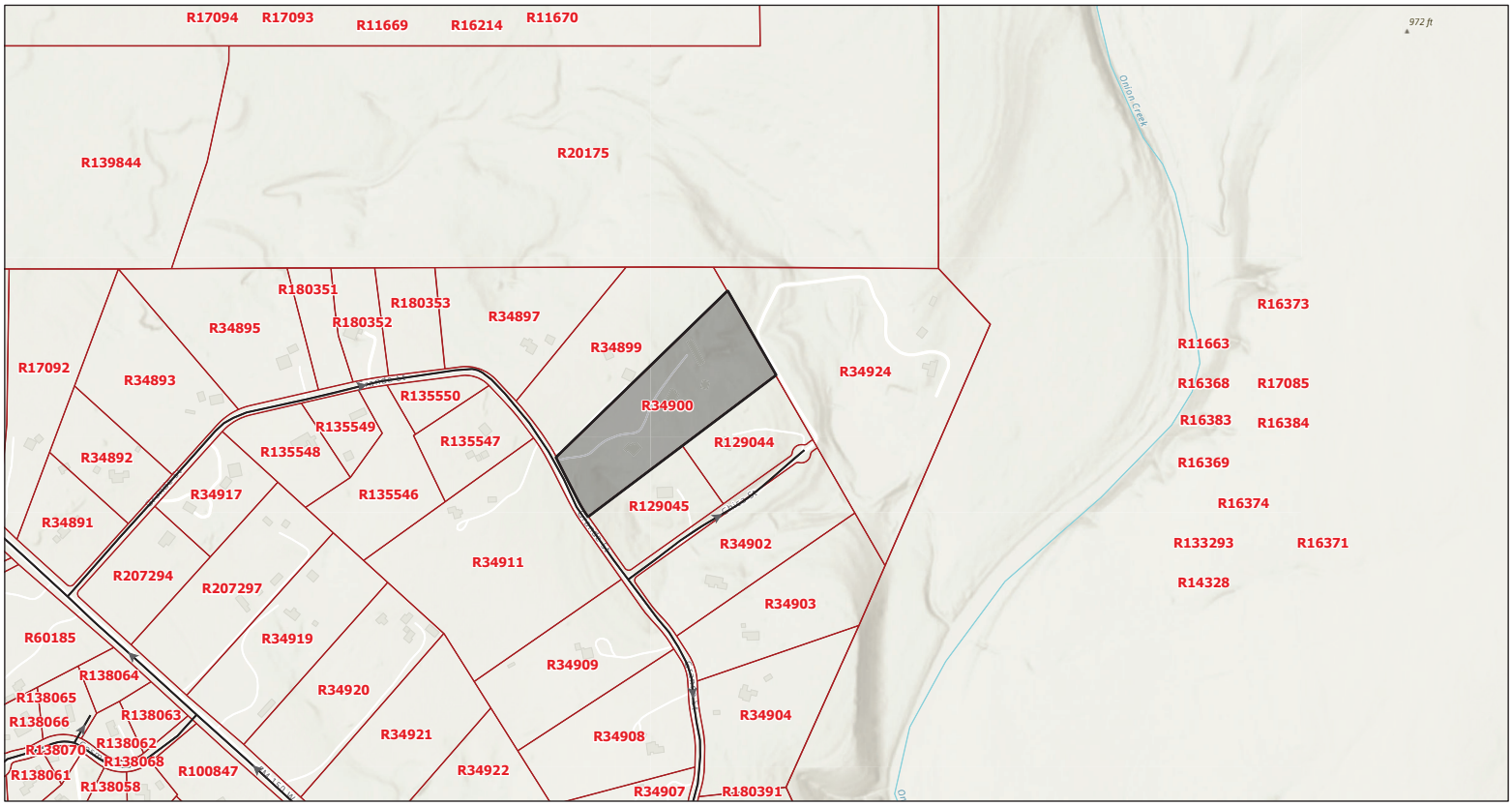
- SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- SET MAG NAIL W/ A YELLOW "WCR" PLASTIC WASHER
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND 1" IRON PIPE
- POINT
- FOUND COTTON SPINDLE

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
TBPELS 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: K. 1.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Michael Berlad

Sponsor: Judge Becerra

Agenda Item

Hold a public hearing at 11:00 am regarding the proposed updates to the Hays County Development Regulations, followed by discussion and possible action to adopt the "Hays County Development Regulations Final Draft" with an effective day of January 1, 2027. The Commissioners Court authorizes Freese & Nichols Inc. (FNI) to make minor edits to the Final Draft prior to the effective date such as formatting, misspelling, typos, or other scrivener's errors.
BECERRA/BERLAD

Summary

Hold a public hearing at 11:00 am regarding the proposed updates to the Hays County Development Regulations. A hearing shall be held prior to the adoption of new regulations, orders, ordinances, or rules. Following the public hearing, the court may adopt the Final Draft as written and allow minor edits to the draft prior to the effective date of January 1, 2027.

Attachments

Development Regulations Final Draft

Hays County, Texas

Development Regulations

DRAFT: October 15, 2026

DRAFT

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DRAFT

Chapter 101. General Provisions.

Article 101.01. Title.

01.01. Title of Regulations.

The Commissioners Court of Hays County, Texas adopts these County Development Regulations, which may be called "Development Regulations" or "these Regulations". Unless otherwise specified in **Chapter 101.02.01.C below**, other orders, law, ordinances, policies, regulations, standards or guidelines may be referred to within these Development Regulations. However, such documents included by reference will not automatically be deemed a part of these Development Regulations.

Article 101.02. Preamble.

02.01. Purpose, Applicability, and Compliance.

02.01.A. Purpose

I. These Regulations have been prepared to secure and further the County's interests in the following purposes of public interest:

a. Provide for the orderly development of the unincorporated areas of the County;

b. Promote the health, safety, morals, and general welfare of the County and the safe, orderly, and healthful development of the unincorporated areas of the County in accordance with Texas Local Government Code (TLGC) Section **232.101**;

DRAFT

c. Aid the County in its enforcement of, but not limited to, the documents, orders, and applicable statutes listed below:

1. Development Services Department Fee Schedule;
2. Transportation Department Fee Schedule;
3. Fire Marshal's Office Fee Schedule;
4. Hays County Adopted Fire Code
5. Development Services Application Calendar;
6. Online Application and Payment Guide;
7. Interlocal Agreements executed under Texas Government Code Chapter **791**;
8. Development Agreements executed under TLGC Chapters **232**-**234**, **241**, **242**, and **381** and Texas Water Code (TWC) Chapters **26** and **35**;
9. Determination of water availability and administration of water availability requirements under TWC Chapter **35.019** with the intention of securing adequate water supply and prevent current or projected water use in the County from exceeding the safe sustainable yield of the County's water supply;
10. 9-1-1 Addressing and Street Name Standards;
11. Hays County Roadway Paving & Drainage Specifications;

12. Order Adopting Rules for On-Site Sewage Facilities;
13. Plat Note and Certification Standards;
14. Plat Application Checklist;
15. Adopted Drainage Criteria Manual;
16. Digital Data Standards; and
17. Other orders, documents or regulations authorized under these Regulations, pursuant to valid enforcement of these Regulations, or otherwise authorized under State Law.

d. The orders and documents listed in **c** above may, from time to time, be updated by the Commissioners Court or relevant authority. The orders and documents to be relied upon are those which are in effect at the time of an Application submission.

e. Furnish Applicants with guidance and assistance in the expedient preparation and review of development Applications;

f. Protect County residents and businesses by publishing and administering regulations applicable to all Development within the County's jurisdiction;

g. Provide for the public welfare by regulating and standardizing the location, design, and construction of Public Infrastructure, including streets, intersections, drainage Improvements, and other features that provide for the safety of the public, and providing for the continual maintenance of such Public Infrastructure;

DRAFT

h. Provide for the proper arrangement and construction of Regulated Roadway, and to verify the proper relationship of new roads, including private roads, to existing or planned roads;

i. Provide adequate access for emergency response vehicles; and,

j. Provide that future County resources will be managed efficiently to maximize taxpayer dollars and not utilized for the maintenance of substandard Infrastructure.

k. Provide for sustainable management and conservation of water resources by requiring evaluation of long-term water supply availability and sustainability throughout the life of a Development.

l. Incorporate reasonable water conservation measures in the review and approval of Development, particularly those with projected higher water demand such as high-density residential and industrial uses.

02.01.B. Applicability

I. These Regulations apply to the following types of Development, and to Applications associated with Development:

a. Subdivision or dividing of land;

b. Design or construction of private or Public Infrastructure by a Developer, Owner, or their Authorized Agent;

c. Land uses regulated by the County under these Regulations or as authorized by State Law;

d. Issuance of Permits for construction or operation of a business under these Regulations or as authorized by State Law; and,

e. Issuance of Flood Hazard Area Permits to development activities inside or outside of a FEMA Regulatory Special Flood Hazard Area.

f. Other Applications not listed above that fall under the jurisdiction of the County as authorized by State Law

II. Approval by the County in the form of a Development Authorization is required prior to commencing any of the activities listed in **Chapter 101.02.01.B**.

02.01.C. Compliance Required

I. Compliance with the provisions of these Regulations includes compliance with other adopted orders of the County.

II. Compliance with these Regulations does not constitute compliance with other applicable local, state, or federal requirements or relieve the Applicant of their responsibility to obtain approval from another entity having jurisdiction over Development, Infrastructure, or Improvements carried out under a Development Authorization issued by the County.

III. The orders, documents, and statutes listed in **Chapter 101.02.01.A.I.c above** are separate from these Regulations but are considered to have the same force and effect to the extent allowed by law as these Regulations and are adopted herein by general reference. Failure to comply with these Regulations may result in the issuance of a stop-work order, injunction, specific performance, or other relief, up to and including civil and criminal suit with corresponding penalties, fines, and imprisonment (see **Article 101.12**).

DRAFT

Article 101.03. Authority.

03.01. Authority.

03.01.A. Adoption by Commissioners Court

I. These Regulations have been adopted by Order of the Hays County Commissioners Court to provide for the orderly and efficient Development of land in Hays County, Texas.

II. In adopting these Regulations, the Commissioners Court hereby directs all agencies and entities under its authority to administer these Regulations, and all entities seeking to engage in land disturbance, development, and construction activities within the County to observe, follow, and conform to these Regulations.

03.01.B. Authority Given Under State Statute

I. The Commissioners Court has adopted these Regulations, and the County and its agents administer and enforce these Regulations and their requirements and

provisions under the authority given to the County in the following statutes of the State of Texas include but are not limited to:

a. Texas Local Government Code (TLGC) Chapters **113**, **232**, **233**, **234**, **241**, **242**, **245**, **352**, **381**, and **562**;

b. Texas Health and Safety Code (THSC) Chapters **341** and **343**;

c. Texas Water Code (TWC) Chapters **16**, **26** and **35**;

d. Texas Occupations Code (TOC) Chapter **1201**;

e. Texas Property Code (TPC) Chapters **5**, **11**-**13** and **82**;

f. Texas Administrative Code (TAC), Title **30**;

g. **Texas Transportation Code** Chapters **251**, **253**, **254**, and **255**;

h. **Texas Government Code**;

i. **Texas** and **U.S. Internal Revenue Code**; and

j. **Title 44 Code Federal Regulation**.

II. The Commissioners Court may rely on any other authority duly granted under State Law or statute or general law to administer these Regulations.

Article 101.04. Effective Date, Conflicting, and Transitional Provisions.

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04.01. Effective Date and Transitional Provisions.

04.01.A. Effective Date

I. The effective date of these Regulations is January 1, 2027.

II. All Development Applications submitted on or after the Effective Date shall fully comply with these Regulations, unless otherwise provided by law or as determined by a valid Vested Rights Petition or similar relief or injunction.

04.01.B. Applications Submitted Before Effective Date

I. Any Application received prior to the Effective Date of these Regulations will be governed by the rules in effect on the date the Application was submitted.

04.01.C. Ongoing Development Activity

I. A project that was issued a Development Authorization before the Effective Date may continue and be completed subject to the regulations and requirements in effect at the time a Development Authorization was granted by the County. Any Development activity permitted under previous Regulations is subject to expiration under **Chapter 102.02.02.A**.

II. If a Development Authorization expires or becomes dormant as defined by TLGC Section **245.005**, a new Application may be required or the Applicant may be required to modify the Development activity subject to these Regulations.

04.01.D. Previous Violations

I. The adoption and administration of these Regulations do not affect or prevent any pending or future prosecution of, or action to abate, violations of previous regulations in effect prior to the Effective Date of these Regulations.

II. Any enforcement action brought by the County for violations under the previous regulations may continue, and any penalties assessed for violation of previous regulations shall remain valid and unaffected by the adoption of these Regulations.

04.02. Conflicting Provisions.

04.02.A. Conflicts Between Regulations

I. For the purposes of these Regulations, the "more restrictive provision" shall mean the provision that imposes the more stringent requirement, unless otherwise specified herein.

II. These Regulations supersede and replace the previous Hays County Development Regulations and any previous regulations that address an action, requirement, or rule addressed within these Regulations, including an interpretation issued under previous regulations.

III. If the provisions of these Regulations contradict or are inconsistent with State Law or Federal Law, the more restrictive provision is held to be in to the extent permitted by law.

IV. These Regulations do not supersede or annul any Easement, covenant, deed restriction, or other agreement between private parties that imposes a more restrictive requirement than is imposed by these Regulations; provided, however, that the County is not responsible for the execution or enforcement of a requirement or covenant held between private parties or entities not under the jurisdiction of the County.

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04.03. Severability.

04.03.A. Statement and Intent of Severability

I. It is the declared and express intent of the Commissioners Court that all divisions, including chapters, sections, subsections, paragraphs, phrases, sentences, clauses, and appendices of these Regulations are severable from one another.

II. In the event that any divisions, including chapters, sections, subsections, paragraphs, phrases, sentences, clauses, and appendices of these Regulations are declared to be unconstitutional or invalid by the judgement or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect or annul any remaining divisions, including chapters, sections, subsections, paragraphs, phrases, sentences, clauses, and appendices of these Regulations, and such remaining divisions shall continue to have full force and effect as if the unconstitutional or invalid division were not part of these Regulations.

Article 101.05. Construction of Regulations.

05.01. Rules of Language and Construction.

05.01.A. Language Construction and Meaning

I. The language, construction, and meaning shall be that assigned in common usage at the time of their adoption in these Regulations, unless otherwise indicated by individual sections and subsections of these Regulations, or if such usage is inconsistent with the definition of a term or phrase provided in **Article 101.06**.

II. Unless otherwise specified, usage of a term in the singular tense shall include the plural and the plural tense of the term shall include the singular.

III. Numerals used within these Regulations are intended to be shown grammatically in English and by Arabic numeral and modifier (e.g., "three feet (3')"). In the event the English and Arabic forms of a number conflict, and no other context or repetitive usage can be relied upon to provide an interpretation, the Arabic numeral form shall be construed as correct.

IV. It is the intent of these Regulations to be gender-neutral. Use of pronouns are intended to be gender-neutral unless otherwise specified. Use of "their" shall refer to gender and to individual persons both singularly and collectively.

05.01.B. Usage of Defined Terms

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I. The definitions provided in **Article 101.06** shall supersede any other usage of the same term, and any interpretation of statements, rules, regulations, and provisions within these Regulations shall presume that terms are defined and intended to be used according to and consistent with the definition listed in **Article 101.06**.

II. Terms that are not defined in **Article 101.06** shall be used and interpreted consistently with defined terms as used within the same context.

Article 101.06. Definitions.

06.01. Terms Beginning With "A" Through "E"

1. *Administratively Complete*

   An Application that contains all information, document(s), fee(s), and any other materials required for Technical Review and compliance. Administrative completeness does not grant or guarantee the issuance of a Development Authorization. An Application is not considered to be administratively complete until it has passed the Administrative Review.

2. *Administrative Review*

   Initial review of an Application for administrative completeness within the applicable review period. Administrative Review includes checking for all necessary and required information, documentation, and fees based on the Application type. If the Application contains all required materials, the Application is considered Administratively Complete.

3. *Amending Plat*

   As authorized by TLGC **232.011**, a minor revision or modification of a recorded Plat for the purpose of changing scrivener or clerical errors.

4. *Applicant*

   A Person or Persons, Entity, or Authorized Agent authorized to submit an Application to the county.

5. *Application*

   A document promulgated by the County for the exchange of information for which information or approval is sought.

6. *Authorized Agent*

   A Person, Persons, or Entity that has provided sworn documentation on forms promulgated by the department demonstrating their authorization from the Owner(s) of a Subject Property to prepare and submit documents or forms in support of an Application.

7. *Base Flood*

   A flood having a one percent (1%) chance of being equaled or exceeded in any given year. Also known as the 100-year flood.

8. *Baseline Authorized Yield*

   The number of Lots, Dwelling Units, Dwelling Unit equivalents, or other transferable Development Authorizations lawfully available to a property under **Article 103.04** and under valid approvals on the date a Determination of Administrative Completeness is issued.

9. *Building*

   A structure with two (2) or more outside rigid walls and a fully secured roof, that is affixed to a permanent site.

10. *Building Coverage*

    The portion of the Lot that is covered by the principal Building and all accessory Buildings. The coverage is expressed as a percentage of such area in relation to the total gross area of the Lot or site. Also known as a building footprint.

11. *Commissioners Court*

    The governing body of Hays County, Texas.

12. *Condominium*

    See Condominium Style Development.

13. *Condominium Style Development*

    A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for

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common ownership or occupancy solely by the owners of those portions, as defined and regulated under Texas Property Code, **Chapter 82**.

A Condominium Style Development is considered a form of a subdivision and shall comply with Texas Local Government Code, **Chapter 232** and these Regulations.

14. *Condominium Common Elements*

As defined in Texas Property Code **Section 82.003,** common elements include all portions of a Condominium other than the units, including both general and limited common elements. For the purposes of regulating health and safety pursuant to these Regulations, common elements are defined herein to mean general common elements such as Roadways, Driveways, accessways, fire lanes, drainage, and stormwater facilities, including but not limited to detention/retention ponds and conveyance channels, and underground utilities outside the boundaries of an individual unit or otherwise not defined in Texas Property Code, **Section 82.003** as a limited common element.

15. *Conservation Easement*

A voluntary legal agreement between a landowner and the County or other government agency or qualified conservation organization recognized by and acting on behalf of the County that restricts the type and amount of development that may take place on a property in the future. Conservation Easements are intended for the protection of natural areas, including Contributing Zone and Recharge Zones, as well as wildlife habitat and areas prone to degradation, erosion, fire, or other impacts, by limiting residential, industrial, or commercial development. Contracts may prohibit alteration of the natural topography, conversion of native grassland to cropland, or development of impervious surfaces.

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16. *Contiguous Property*

Land parcels, tracts, or Lots of real property having any portion that is within two hundred fifty feet (250') of a property subject to an Application are considered Contiguous Properties.

17. *Contributing Zone*

The Contributing Zone of the Edwards Aquifer, which is the area or watershed where runoff from precipitation flows downgradient to the Recharge Zone of the Edwards Aquifer and is generally located upstream (upgradient) and generally north and northwest of the Recharge Zone, as identified by the Texas Commission on Environmental Quality (TCEQ) under the Edwards Aquifer Rules. It is the intent of the County that this definition conforms to the corresponding definition included in the TCEQ Edwards Aquifer Program regulations, as subsequently amended.

18. *County*

Hays County, Texas.

19. *County Administrator*

The County Administrator of Hays County, Texas or their designee.

20. *County Clerk*

    The County Clerk of Hays County, Texas or their designee.

21. *Department*

    The County department responsible for reviewing, approving, or providing information based on an Application submitted under these Regulations. The term Department includes, but not limited to, the Development Services Department, Fire Marshal's Office, and the Transportation Department of Hays County, Texas.

22. *Detached Residential Dwelling*

    - A Building constructed as a single residential Dwelling Unit that shares no walls with another Dwelling Unit but contains one (1) or more sleeping quarters, food preparation area with a sink and running water, bathroom, closet, and other provisions required for long-term habitation exceeding thirty (30) consecutive days.
    - A Detached Residential Dwelling is a Dwelling Unit that:
        - Is constructed within a single lot or tract and not divided by a shared wall that crosses or is constructed upon any property line for the purpose of creating a separate Dwelling Unit; and
        - Maintains compliance with all setback requirements of the County's On-Site Sewage Facility order and these Regulations.
    - For the purposes of determining average daily traffic generation (ADT), residential density calculation (where required), access to a Shared Access Driveway, or other applicable standard, a Dwelling Unit that meets the above definition shall be considered an individual Dwelling Unit.

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23. *Determination of Administrative Completeness*

    Written determination, either physical or electronic, that an Application is Administratively Complete and ready to proceed to review for Determination of Technical Compliance.

24. *Determination of Technical Compliance*

    Confirmation based on review of an Application and any revisions that the Application has fulfilled all technical requirements of these Regulations and is ready to be issued a Development Authorization.

25. *Developer*

    An individual, firm, partnership, or other organization proposing to subdivide, develop or make Improvements to a property or tract of land. A person who owns a tract of land and who is engaged in clearing, grubbing, filling, mining, excavating, grading, installing streets and utilities or otherwise preparing that tract of land for the eventual division into one or more Lots on which Building(s) or other Structure(s) will be constructed or placed.

26. *Development*

    Any man-made change to improved or unimproved real estate, including, but not limited to, the construction of Buildings or other structures, paving grading, mining, dredging, filling, excavation or drilling operations, and storage of equipment or materials.

27. *Development Agreement*

    - A voluntary written agreement entered into between the County, the Applicant and/or the Owner(s) of property that stipulates the conditions under which development activities on the property will be conducted.
    - A Phased Development Agreement is a Development Agreement that allows for timely and orderly review and processing of a single large-scale Development in one or more individual phases.

28. *Development Authorization*

    Approval by the Commissioners Court or by departments, agents, or personnel delegated such approval authority by the Commissioners Court of one or more Applications governed by these Regulations for a specific project or tract of land, as identified in such Application(s).

29. *Director*

    The Director of either the Development Services Department, Fire Marshal's Office, or the Transportation Department for Hays County, Texas, or their designee.

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30. *Driveway*

    A privately-owned and maintained access way or lane meeting minimum paving standards and providing vehicle access from a Roadway to a Building or property.

31. *Duplex*

    Two (2) Dwelling Units in a single Building divided by a party wall and otherwise functioning as independent units. A duplex shall be constructed on a single platted Lot.

32. *Dwelling Unit*

    One (1) or more rooms designed, occupied, or intended for occupancy as separate living quarters, with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of one (1) household. This definition applies to a dwelling unit regardless of the type of dwelling, including a Detached Residential Dwelling, Apartment, Duplex, townhome, industrialized housing, Condominium Style Development, or manufactured home.

33. *Easement*

    An area of restricted use on public or private property upon which the County, a public utility, franchise utility, private entity, or each, shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, and/or other Improvements or growths which in any way will endanger or interfere with the construction, maintenance, or efficiency of its respective systems within said easements. Any of the

aforementioned entities above shall have the right to ingress and egress to and from for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of their respective systems, without the necessity at any time of procuring of permission of anyone.

Types of Easements shall include but are not limited to, access easements, drainage easements, easements by necessity, prescriptive easements, roadway easements, and utility easements, and those used for emergency ingress and egress.

34. *Edwards Aquifer*

    As defined and amended within Title 30, Texas Administrative Code, Part 1, Chapter **213**, being that portion of an arcuate belt of porous, water bearing, predominantly carbonate rocks known as the Edwards (Balcones Fault Zone) Aquifer trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties; and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Group, and Georgetown Formation. The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally.

35. *Edwards Aquifer Contributing Zone*

    See Contributing Zone.

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36. *Edwards Aquifer Recharge Zone*

    See Recharge Zone.

37. *Edwards Aquifer Rules*

    The Regulations promulgated by the Texas Commission on Environmental Quality (TCEQ) relating to the Edwards Aquifer, currently set forth in Title 30, Texas Administrative Code, Part 1, **Chapter 213**, as amended.

38. *Endangered Species Act*

    The federal **Endangered Species Act of 1973**, as amended.

39. *ETJ*

    Also known as or referred to as “Extraterritorial Jurisdiction”, being a geographic area identical to the extraterritorial jurisdiction defined by Texas Local Government Code **Chapter 42**.

06.01. Terms Beginning With “F” Through “J”

40. *Final Plat*

    A map of a proposed Subdivision of land prepared in a form suitable for filing of record with all necessary survey drawings, notes, information, affidavits, dedications, and acceptances as required by these Regulations.

41. *Fire Code*

    The International Fire Code as adopted by Hays County, including all duly adopted amendments.

42. *Fiscal Security*

    A form of bond or credit provided by the Subdivider to secure the County against financial loss if Improvements are not completed in the period required by a Development Agreement or these Regulations. It may also refer to security provided by the Subdivider for the construction of temporary and permanent sedimentation controls and for water quality controls or as part of the Application for a Nonpoint Source (NPS) pollution control Permit. Fiscal Security may refer to any of the following:

    - Escrow provided by the Subdivider to delay construction of Improvements.
    - Bond or irrevocable letter of credit as payment of the Subdividers' share of constructing Improvements.
    - Performance Bond executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in **Circular 570** (amended) by Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury, signed by an agent accompanied by a certified copy of the authority to act, and obtained from surety or insurance companies that are duly licensed or authorized in the State to issue Performance Bonds for the limits and coverage required.
    - Maintenance Bond to maintain Improvements for a period of two (2) years following acceptance of the Improvements by the County, and warranting that all Improvements will be free from defects for a period of two (2) years following such acceptance by the County.
    - Vegetative Bond to establish and maintain sod and landscaping associated with improvements for a period of two (2) years following installation.

43. *Flag Lot*

    - A Lot that abuts a street by means of a strip of land that does not comply with minimum Lot width as required in **Table 1: Minimum Standard by Roadway Classification** or seventy-five feet (75'), whichever is less. Flag Lots are typically used to achieve access/frontage for multiple Lots that share a single access point from a Roadway.
    - A Lot meeting the minimum frontage width as required in Table 1: Minimum Standard by Roadway Classification shall not be considered a Flag Lot but is subject to the requirements of Chapter 105.01.04.G as well as other requirements of Chapter 104, Chapter 105, and these Regulations.

44. *Groundwater*

    Water obtained by pumping or extracting water from below the surface of the ground from an Aquifer native to Hays County such as the Trinity Aquifer or Edwards Aquifer.

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45. *Groundwater Conservation District*

    A special district or other governmental entity authorized under the laws of the State of Texas with authority over Groundwater resources as identified in the Texas Water Code, **Chapter 36**.

46. *Improvements*

    A physical improvement, device, structure, or facility constructed within or adjacent to a Development or Subdivision and intended for dedication to and acceptance by the County to own and/or maintain for Public Use, or a Homeowners Association (HOA), Property Owners Association (POA) or other similar entity supported by dues, cooperative agreement, or tax revenue, including a Utility District, whether immediately upon completion of the improvement or at a future date.

47. *Infrastructure*

    The provision of systems that provide transportation, water, wastewater, solid waste, stormwater drainage, electrical, and franchise facilities typically required to service a Development or Subdivision.

48. *Interlocal Agreement*

    Also known and referred to as "ILA" and being an agreement made pursuant to Texas Government Code **Chapter 791** between the County and another local governmental entity to provide or assist in providing services to the other local government or the County.

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06.02. Terms Beginning With "K" Through "O"

49. *Letter of Certification*

    A letter from an entity or authority that provides or has the authority to provide through enabling statute or CCN services to a property through new or existing Infrastructure and Improvements and that certifies that the entity or authority has the ability to serve the property with one or more utilities. The County may require one or more Letters of Certification as a means of determining whether the property Owner, Developer, or Subdivider is able to obtain or provide adequate public facilities prior to or concurrent with a request for approval of a Permit or Development. Entities or authorities referenced in this definition may include, but not be limited to, a County, a municipality, public Utility District, the State of Texas, or any provider or district authorized to provide electrical service, natural gas, telecommunications, or other franchise utility.

50. *Local Groundwater*

    Water obtained by pumping or extracting water from below the surface of the ground from an aquifer native to Hays County, such as the Trinity Aquifer, or Edwards Aquifer, that is actually located within the boundaries of Hays County.

51. *Local Groundwater System*

    Any water supply system that obtains greater than one-third (1/3) of its overall supply from Local Groundwater.

52. *Lot*

    Any tract to be created by a Subdivision Plat that divides the original tract into one or more parts defined by a legal description based on surveyed monumentation, but not including the remainder of the original plat or unplatted tract.

53. *Lot Frontage*

    The portion of a property abutting a roadway between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of a dead-end street, or municipal boundary measured along the street line.

54. *Manufactured Home Rental Community*

    As defined and amended under TLGC **232.007**, being a plot or tract of land that is separated into two or more spaces or Lots that are rented, leased, or offered for rent or lease, for a term of less than sixty (60) months without a purchase option, for the installation of manufactured homes for use and occupancy as residences.

55. *Municipal Utility District*

    Also known as "MUD", being a district created by a petition filed with TCEQ and existing under the authority of and for the purposes enumerated in Texas Water Code, Title 4, **Chapter 54**.

56. *Official Submittal Date*

    The date a completed Application is received by the Commissioners Court or the Department Director or their designee.

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57. *On-Site Sewage Facility*

    One or more systems that do not treat or dispose of more than 5,000 gallons of sewage each day and are used only for disposal of sewage produced on a site where any part of the system is located.

58. *Owner*

    A person or persons, organization, firm, or other entity found on a deed of record or other legal ownership document of real property established by the State of Texas or United States of America.

06.03. Terms Beginning With "P" Through "T"

59. *Parent Tract*

    An undeveloped, undivided tract, or platted property of sufficient size under these Regulations, from which one or more smaller tracts are subdivided.

60. *Permit*

    As amended under TLGC **Section 245.001(1)**, being a license, certificate, approval, registration, consent, permit, contract, or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule,

regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

61. *Permittee*

    A person, including legal successors or assigns, to whom the County issues a Development Authorization and who is responsible for complying with the terms of the Development Authorization, including any representations, covenants and agreements included in the Application and any special provisions incorporated by the County in issuing the Development Authorization. A person indicated on an Application as a Permittee is considered a prospective Permittee until such time as a Development Authorization is issued to a Permittee.

62. *Permitted Sewer System*

    Any public or private sewerage system for the collection of sewage that flows into a treatment and disposal system that is regulated pursuant to the rules of the Texas Commission on Environmental Quality (TCEQ) and Texas Water Code, **Chapter 26**.

63. *Person*

    Any natural person, trust, estate, partnership, limited partnership, association, company, corporation, Political Subdivision, or other legal entity recognized by the Texas Secretary of State.

64. *Phased Development*

    A single integrated Development that occurs in a coordinated series or sequence represented by one or more individual Plats, construction plans and/or construction activities necessary for the completion of each phase.

65. *Plat*

    As amended in TLGC **232.001**, being a record document produced to show the division of a tract into two (2) or more parts to lay out a Subdivision, addition, Lots, streets, alleys, squares, parks, or other parts of the tract intended by the Owner of the tract to be dedicated to Public Use.

    A division of a tract under this definition includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

    To be recorded, a Plat must describe the Subdivision by metes and bounds, locate the Subdivision with respect to an original corner of the original survey of which it is a part, and state the dimensions of the Subdivision and of each Lot, street, alley, square, park, or other part of the tract intended to be dedicated to Public Use or for the use of purchasers or Owners of Lots fronting on or adjacent to the street, alley, square, park, or other part.

66. *Political Subdivision*

    A county, municipality, school district, junior college district, housing authority, authority established by the Texas Legislature, Municipal Utility District (MUD), Water

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Control Improvement District, Groundwater Conservation District, emergency services district, other special district, or other Political Subdivision as defined by the Statutes of the State of Texas or the **Texas Administrative Code**.

67. *Posted Notice*

    See **Chapter 111.02.04 Public Notice.**

68. *Preferred Development Area*

    An area designated by the Commissioners Court on an adopted map, in adopted development Regulations, or by other official action as suitable to receive additional development intensity through Transfer of Development Rights or other conservation-based development tools, based on the availability or planned availability of adequate infrastructure, services, and site conditions.

69. *Preliminary Plan*

    A map of a proposed Development or Subdivision of land showing the general dimensions and boundaries of each Lot, the layout of the proposed streets, drainage Improvements, utility Infrastructure, Easements, or other information required for approval of the Development or Subdivision under these Regulations.

70. *Priority Groundwater Management Area*

    May also be known as "PGMA", as defined and identified under **Title 30**, Texas Administrative Code, Part 1, Chapter **294**, being a geographic area designated and delineated by the Texas Commission on Environmental Quality (TCEQ) that is experiencing or is expected to experience, within the immediately following 25-year period, critical Groundwater problems.

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71. *Private Well*

    As defined under the adopted Hays County On-Site Sewage Facility Rules.

72. *Public Infrastructure*

    - Infrastructure and associated Improvements that are shared by one (1) or more Lots or property or more than one (1) Dwelling Unit on a single Lot, properties, or owners regardless of ownership or maintenance responsibilities.
    - Infrastructure and associated improvements that are shared more than one (1) Lot or property or more than one (1) Dwelling Unit on a single Lot or property, regardless of ownership and maintenance responsibilities, and are utilized for emergency services access to one (1) or more Dwelling Units or Buildings.

73. *Public Use*

    Access and availability of use by one (1) or more Lots or property or more than one (1) Dwelling Unit on a single Lot or property to any shared Infrastructure or physical Improvements, regardless of ownership and maintenance responsibilities.

74. *Rainwater Harvesting System*

A combination of equipment and controls used to capture and store rainwater for a suitable purpose (Title 34, Texas Administrative Code, Part 1, Chapter 3, Subchapter O, Section **3.318(a)(5)**)..

75. *Recharge Zone*

    As amended under **Title 30**, Texas Administrative Code, Part 1, Chapter 213, Subchapter A, Section **213.3**, and being the area where the stratigraphic units constituting the Edwards Aquifer crop out at the surface, including nearby formations with features like caves, sinkholes, or faults that allow Surface Water to infiltrate directly into and recharge the aquifer. The recharge zone is a geographically mapped region where activities are regulated to protect water quality, characterized by permeable features allowing rapid recharge, distinct from the Contributing Zone (upstream watershed) and Transition Zone (proximal areas with potential recharge pathways).

76. *Record Documents*

    Documents included and associated with an Application or Development Authorization, including, but not limited to, information provided with the Application, deeds and restrictive covenants, Plats, Easements, Development Agreements, and any other documents required under these Regulations for Determination of Administrative Completeness or final approval, acceptance, or recording of plans, plats or documents under these Regulations.

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77. *Roadway*

    An area located within the County but outside the incorporated limits of any municipality in the County which is an open area typically paved or cleared and primarily used by motorized and non-motorized vehicles for traveling or the transfer of goods, services, or individuals from one location to another location. Roadway is an inclusive term meaning street, boulevard, loop, road, avenue, or any similar term. The types of Roadway within the County are:

    - Regulated Roadway:

      A public or private Roadway meeting all county design, construction, inspection, and specification requirements for a specific Roadway classification, unless modified in a Development Agreement, including associated Right-of-Way, features constructed within the Right-of-Way.

    - Non-Regulated Roadway:
        - A private Roadway, access easement, or other Roadway which has received written permission from the Hays County Transportation Director or designee to not meet County design, construction, inspection, and specification requirements for a specific Roadway classification; and
        - Any Roadways associated with a development which uses a gate or other mechanism only allowing the individual owners access. Note: All gates shall comply with the International Fire Code as adopted by Hays County.

- All non-regulated roadways shall be maintained by an entity other than Hays County. The County shall not be responsible for any maintenance activities.

78. *Regulations*

    The Hays County, Texas Development Regulations and other documents authorized hereunder.

79. *Right-of-Way*

    An area designated by Plat, quit-claim deed, or Easement that allows for the construction of, access to, and maintenance of Public Infrastructure and that has been accepted by the County, the State, a municipality or other Political Subdivision for such purposes.

80. *Right-of-Way Reservation*

    Surveyed land or tract depicted on a Preliminary Plan or Plat as reserved for future dedication and restricting the use of the land or tract. Land within a Right-of-Way Reservation may not be sold, conveyed or utilized as a buildable Lot.

81. *Shared Access Driveway*

    A Driveway used by one (1) or more owners of adjacent or adjoining properties for primary access from a Regulated Roadway. The Driveway shall meet the minimum requirements set forth in the Driveway Construction and Specification table in **Chapter 105.01.04.G**.

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82. *Single-Family Residence*

    See Detached Residential Dwelling.

83. *State*

    The State of Texas.

84. *State Law*

    The **Texas Constitution**, adopted statutes of the State of Texas, the **Texas Administrative Code**, other legislation adopted by the State Legislature and enrolled in State statute, and duly adopted rules and regulations by authorized State agencies.

85. *Subdivision*

    The division of a tract of land into two (2) or more Lots, Roadways, alleys, squares, parks, or other parts of the tract intended by the Owner to be dedicated to Public Use as established by one or more Plats.

86. *Subject Property*

    The property for which an Application has been submitted under these Regulations.

87. *Supply Well*

    A well utilized as a source of water supply for an intended end use or user.

88. *Surface Water*

    Water from streams, rivers, lakes, or other bodies of water existing above the surface of the ground.

89. *TCEQ Regulated Development*

    Any Development or construction activity that would constitute a Regulated Activity under **Title 30**, Texas Administrative Code, Part 1, **Chapter 213**, but without regard to the aquifer over which the activity is conducted.

    A Development or Lot is considered excluded from this definition if the Lot is larger than five (5) acres and is restricted from further replatting into Lots five (5) acres or smaller or is developed as an accessory Building to a Detached Residential Dwelling or Duplex.

90. *Technical Review*

    Official review of an Application that has been issued a Determination of Administrative Completeness for technical compliance with these Regulations.

91. *Technically Complete*

    An Application that has been given Technical Review and ready to be issued a Determination of Technical Compliance.

92. *Technically Compliant*

    An Application that has been given Technical Review and has been issued a Determination of Technical Compliance.

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06.04. Terms Beginning With "U" through "Z"

93. *Utility District*

    A Political Subdivision of the State or County that:

    - Is currently listed in the Texas Register of Water Districts published by the State;
    - Has conditional or unconditional authority to impose ad valorem taxes on real property;
    - Schedules at least one regular meeting of its governing body each month;
    - Currently provides stormwater or Groundwater drainage, irrigation water, drinking water, sanitary sewage collection, or similar remunerative services directly to at least fifteen (15) private customers on land not owned by the district, and
    - Is not a navigation district.

    See also: Municipal Utility District.

94. *Variance*

    A Variance to one (1) or more requirements for which the Applicant is qualified to be granted a Variance by State Law or is granted a Variance by the Commissioners Court

under these Regulations. (Variance related to floodplain is controlled by the definition in Chapter 108)

95. *Vested Rights*

    Rights of an Applicant as determined by the County to review and decision on an Application under standards in effect prior to the effective date of the standards of these Regulations in accordance with TLGC **Chapter 245**.

96. *Wetland*

    As amended under Texas Water Code, Subchapter J, **Section 11.501**, being an area (including a swamp, marsh, bog, prairie pothole, or similar area) having a predominance of hydric soils that are inundated or saturated by surface or Groundwater at a frequency and duration sufficient to support and that under normal circumstances supports the growth and regeneration of hydrophytic vegetation.

97. *Written Notice*

    See **Chapter 111.02.05. General Public Notice Requirements.**

Article 101.07. Administrative Review.

07.01. Decision-Making Authority.

07.01.A. Responsible Departments

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I. Except as otherwise specified in these Regulations, the Commissioners Court hereby designates the Hays County Development Services Department, the Hays County Transportation Department, the Hays County Fire Marshal's Office, and specifically the Directors or Heads of these Departments, as its designated agent for receiving and reviewing Applications submitted under these Regulations.

II. The Department head is designated as the custodian of records for all information received, acquired or developed during the exercise of duties under these Regulations.

07.01.B. Delegation of Authority

I. The Department and Directors delegated the authority by the Commissioners Court to conduct activities required to administer and enforce these Regulations, except where such powers are otherwise exclusively reserved for the Commissioners Court.

II. All officials and employees of the County having duties under these Regulations are hereby authorized to perform such duties.

III. Delegation of authority shall have no effect on the validity or applicability of these Regulations or relieve any Applicant of the responsibility to comply with these Regulations.

IV. If the titles and roles of the Department and Director are modified by the Commissioners Court in any way that creates a conflict with this **Chapter 101.07.01.B**, authority for administering and enforcing these Regulations shall be held by the Commissioners Court, who may delegate, verbally or in writing, such authority to a staff member.

07.02. Pre-Application Procedures

07.02.A. Applicability

Chapter 101.07.02 applies to any Application submitted under these Regulations, including any subsequent created applications adopted after the effective date of these Regulations.

07.02.B. Payment of Fees.

I. Payment of Fees Required

a. Each Application submitted under these Regulations to which a fee applies shall be accompanied by the payment of all applicable fees identified under the adopted Department fee schedule.

b. From time to time an Application submitted under these Regulations may be subject to an invoice prepared by the Department. Such invoice shall be sent upon the application review.

c. Fees will not be waived except as authorized by the Commissioners Court through a variance associated with a specific Development Authorization, Development Agreement, economic incentive, or as allowed by the adopted fee schedule.

d. Refundable fees shall only be allowed for a fee paid for a permit found to be outside of Hays County's jurisdiction, a fee paid for an inspection which was not conducted.

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e. An Application under these Regulations shall not be considered complete until all fees have been paid by the Applicant.

II. Fees Subject to Change

a. The County may update all or any portion of its fee schedule at any time, subject to limitations of State Law.

b. Applications shall be subject to the fee(s) as adopted by the Commissioners Court at the time the Application is submitted.

III. Refund of Fee(s)

a. An Application for a tract, parcel of land, or Lot which is found to be outside Hays County's jurisdictional authority shall have the fee refunded.

b. A fee associated with an inspection which the County is unable to perform shall be refunded.

c. All other fees are non-refundable and must be provided to the County in the amounts set forth in these Regulations or the County's adopted fee schedule.

d. An Applicant may request from the Director a refund of any fee in writing. The refund of such fee is at the sole discretion of the Director.

e. A fee for an incomplete permit application shall be refunded within five (5) business days if the fee is unable to be processed.

07.02.C. Supporting Documents

I. If the Applicant is not the Owner of the Subject Property, a properly executed letter of written authorization must be provided to the Department which delegates to the Applicant the authority to file the Application.

II. If the Applicant is an entity such as a corporation, business, partnership, LLC, or other organization and not a natural person or individual (as defined in Texas Business Organizations Code **Section 1.002**, the following additional information is required with the Application:

a. A certified copy of a resolution or other documentation approved by the entity's governing body authorizing the entity to file documents pursuant to these Regulations and designating the natural person(s) authorized to execute documents on behalf of the entity;

b. Documentation as may be required by the Director documenting the existence of the entity and the authority of the natural person(s) acting on behalf of the entity;

c. For Applications not requesting the Subdivision of property, a letter on company letterhead, signed by an authorized official of such company, authorizing the natural person(s) to file an Application on behalf of the company.

III. Where required by these Regulations, the Applicant shall submit the specified number of copies of supplemental material in the correct format.

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IV. All Applications should be submitted electronically through the online, digital, or electronic system provided by the County Department. All required materials associated with such Applications shall be submitted through the same process as the Application.

V. Physical documents shall not be accepted unless specifically requested by the Director for individual Applications or submittals.

07.02.D. Withdrawal or Modification of Application

I. An Applicant may withdraw an Application by submitting a written request to the Director or their designee.

II. A written request to withdraw voids the Application and makes it of no further effect.

III. Future Applications are subject to payment of fees and all requirements applicable to a new Application according to this **Chapter 102.02.01**.

IV. Fees paid for a withdrawn Application may not be refunded to the Applicant unless the Applicant submits a written request for a specific amount and the amount to be refunded is approved by the Director or their designee.

07.02.E. Public Access to Applications Tracking

I. The Director or their designee will assign each Application a unique tracking or ID number.

II. The Director will maintain a record of Applications received, Development Authorizations issued and the status of pending Applications that is indexed to each Application cycle.

III. This list may be distributed electronically and may also be posted on any electronic medium maintained or used by the County.

Article 101.08. Development Authorization.

08.01.A. Development Authorization Required

I. A Development Authorization is required for any of the f activities listed below. This list of activities is an illustrative and non-comprehensive list:

a. Development in a Flood Hazard Area;

b. Installation of a Driveway;

c. Activities within County Right-of-Way including but not limited to, installation of utilities;

d. Establishment or commencement of a regulated land use;

e. Adding or Improving Public infrastructure;

f. Development within the San Marcos Regional Airport zoning overlay, as amended; or

g. Subdividing land, including an addition.

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II. Unless otherwise specified in an Interlocal Agreement or State Law, Development Authorizations shall be required within the ETJ of a municipality.

08.01.B. Issuance of a Development Authorization

I. The Director or their designee may, at their discretion, require separate Development Authorization for each permitted activity listed in **Article 101.08** above, unless the Director agrees in writing to combine one or more Development Authorizations.

II. Development Authorization may be issued with conditions that are consistent with Commissioners Court approval and with State Law.

III. Violation of or failure to comply with the requirements of a Development Authorization, including one or more conditions of approval, may result in enforcement action and penalties consistent with **Article 101.12** of these Regulations.

Article 101.09. Dormant Projects.

09.01.A. Dormant Projects

I. Development Authorization automatically terminates if a project becomes dormant for a period exceeding two (2) years from the date the most recent Development Authorization was issued.

II. A project shall expire five (5) years from the date the first Application for Development Authorization was filed for the project if no progress has been made towards completion of the project as defined in TLGC **Section 245.005(c)**.

III. The Director may grant an extension of a Development Authorization validity based on the following:

a. Prior to a project becoming dormant, the Applicant may petition in writing for an extension of Development Authorization.

IV. A Development Authorization shall not expire if the Applicant demonstrates progress towards completion as defined in TLGC **Section 245.005(c)**.

In accordance with TLGC 245.005 (b), nothing in this subsection shall be deemed to affect the timing of a Permit issued solely under the authority of Texas Health and Safety Code, **Chapter 366**, by the Texas Commission on Environmental Quality or its Authorized Agent.

Article 101.10. Fire Code.

10.01. Effect of Fire Code on Development of Property

10.01.A. Purpose

The Hays County Fire Code is administered for the purpose of:

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I. Reviewing and enforcing fire safety standards applicable to new Development, subdivisions, site improvements, change of building use and/or occupancy, substantial modifications or remodeling of buildings and additions or modifications of fire protection systems as applicable in the adopted fire code, in unincorporated areas, as authorized under TLGC **Chapter 233, Subchapter C**, and **Chapter 352**. These standards include, but are not limited to:

a. Evaluating water availability and fire protection water supply;

b. Establishing minimum required fire flow;

c. Reviewing the location, spacing, and accessibility of fire hydrants and other approved water-supply features;

d. Enforcing fire apparatus access road requirements, including roadway width, vertical clearance, grade, surface, turning radius, turnarounds, gates, and emergency access;

e. Reviewing subdivision and site layouts for adequate emergency response access;

f. Requiring approved addressing, building identification, roadway signage, and other emergency-response markings;

g. Reviewing construction plans, site plans, fire protection systems, and related project specifications for compliance with applicable fire codes and standards;

h. Conducting inspections during construction and prior to occupancy or use; and

i. Requiring applicable construction and operational fire permits.

II. Authorizing the County Fire Marshal to conduct inspections and issue Permits for fire protection systems in public and commercial buildings and other occupancies listed within the adopted Fire Codes regulated occupancy types, and issue citations or orders to correct violations;

III. Where the International Fire Code, as adopted by Hays County, conflicts with any part of these Regulations, the more stringent regulation prevails.

IV. Regulating high-risk uses, including, but not limited to:

a. Fireworks sales and storage;

b. Hazardous materials;

c. Outdoor burning consistent with State Law and TCEQ regulations; and

d. Mass Gathering Events as defined and regulated in THSC **Chapter 751**.

10.01.B. Fire Apparatus Access Road

I. Fire apparatus access roads for non-residential property shall be provided in locations required by the adopted Hays County Fire Code.

II. These roads shall be consistent with requirements for a fire lane in the adopted Hays County Fire Code.

III. Any fire apparatus access road more than one hundred and fifty feet (150') in length shall either connect at each end to a public or private road or be provided with an approved turnaround from the Fire Marshal's Office. A ten-foot (10') pathway around permanent nonresidential structures shall be free and clear of any obstructions.

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IV. These fire apparatus access roads shall be maintained by the Owner or the Homeowners' or Property Owners' Association and a statement shall appear on the face of the Plat indicating maintenance responsibility.

Article 101.11. Administrative Variances.

11.01. Exceptions and Modifications.

11.01.A. Purpose

The purpose of a Variance is to determine whether a particular standard or requirement of these Regulations should be applied to an Application or modified.

11.01.B. Delegation of Administrative Authorization

I. The Commissioners Court delegates to the Director or Department or their designee the authority to issue certain administrative Variances, including the following:

a. Variances in the design and construction associated with a Flood Hazard Area Permit under **Chapter 108** that do not result in a change of classification.

b. Variances in the alignment, design, construction, materials, and operation of a Manufactured Home Rental Community permitted under **Chapter 109.03.07**.

c. Variances in the alignment, design, and materials of construction for Use of County Property of Facilities permits issued under **Chapter 109.01.02** that are otherwise compliant.

d. Variances for Conservation Development permitted under **Chapter 103**, to include the following:

1. Conservation area that is not a scenic and historic preservation buffer may be included in individual residential or commercial development lots;
2. Maximum percentage of primary conservation area that may be included as conservation area for the purposes of this section may be increased by up to twenty-five percent (25%) when accommodating endangered species habitat;
3. The minimum percentage of significant and meaningful features or areas required to be included in the design of a conservation space may be reduced by to one-third (1/3rd) of the specified requirement;
4. The minimum acreage for a conservation area or lot may be reduced to no less than fifty percent (50%) for property less than twenty (20) acres in total size;
5. Secondary conservation areas may include recreation space up to twenty percent (20%) of the secondary conservation area portion of the conservation area requirement;
6. The number of dwelling units served by a joint-use driveway may be increased;
7. Scenic and historic preservation buffer sizing requirements may be reduced by up to forty percent (40%) and/or the maximum percentage of conservation area that may be comprised of scenic and historic preservation may be increased to a maximum of ten percent (10%) of the conservation space requirement; or
8. The Director may accept a conservation area as having met the requirement for the preservation of significant and/or meaningful features or areas identified in the ecological assessment if it find it is in substantial compliance with the requirement and it fulfills the purpose and intent of this ordinance.

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11.01.C. Submittal Procedures

I. A request for a Variance shall be submitted with or at the same time as the associated Application and, except as waived by the Director or their designee, is subject to the same Application processing and review requirements as the associated Application (see **Chapter 102.02.01**).

II. Action by the Commissioners Court to approve or disapprove the Variance shall be made prior to any action on the associated Application.

III. A disapproved Variance requires that the Applicant reapply for approval of the associated Application.

11.01.D. Variance Criteria

I. A Variance to these Regulations may be approved only when, in the opinion of the Commissioners Court, undue hardship will result from strict compliance to these Regulations. The following approval criteria only apply to Variances not approved administratively in **Article 101.11**.

II. In determining whether to approve, approve with conditions, or disapprove a Variance request, the Commissioners Court must consider at least the following factors:

a. The nature of the proposed land use involved and existing uses of the land in the vicinity;

b. Whether sufficient water and wastewater facilities exist to serve the property;

c. The location of the property relative to areas of sensitive environmental features such as streams, springs, karst/recharge features or the Edwards Aquifer Contributing Zone and Edwards Aquifer Recharge Zone.

d. The number of persons who will reside or work in the proposed Development or Subdivision;

e. The effect such Variance might have upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity;

f. Any mitigating features or Improvements proposed such as Rainwater Harvesting Systems, deed restrictions, Conservation Easements, or other conditions agreed to by the Applicant to reduce or mitigate the overall impact of the Development on Public Infrastructure, natural resources, or other properties in the vicinity.

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III. No Variance may be granted unless the Commissioners Court finds that:

a. There are special circumstances or conditions affecting the land involved, or other constraints, such that the strict Application of the provisions of these Regulations would deprive the Applicant of the reasonable use of their land;

b. The Variance is necessary for the preservation and enjoyment of a substantial property right, and that the grant of the Variance will not be detrimental to the public health, safety, or welfare or injurious to other property in the immediate area;

c. That the granting of the Variance will not have the effect of preventing the orderly and lawful Subdivision of other lands in the immediate area; and

d. That the granting of the Variance will not constitute a violation of, or conflict with, any other County regulation, order, or policy.

IV. In the event a Variance is approved with conditions, those agreed upon conditions between the Commissioners Court and Applicant shall be held throughout the life of the Development or properties. At which time the conditions change, the Variance shall be considered null and void.

11.01.E. Effect of Approval

An approved Variance is subject to the constraints and conditions of the Variance. In the event such constraints or conditions are not met, the Variance may be rendered null and void.

11.02. Effect of Regulations on Previously Unregulated Activities

11.02.A. Continuance Subject to Legal Nonconforming Status

I. A regulated land use or Building that was established before the effective date of these Regulations may continue provided the use was legally permitted to operate under previous County Regulations, including a use or Building that was not regulated, and was not at any time made illegal before the effective date of these Regulations.

II. Any modification of a use or Building that was legally permitted under previous County Regulations, including expansion or relocation, must conform to the applicable requirements of these Regulations and to all other adopted County codes, orders, and to State Law or Federal Law.

III. Adoption of these Regulations does not supersede or annul any County enforcement action or prosecution initiated under a regulation, code, or order established before the effective date of these Regulations.

11.02.B. Abandonment of Nonconforming Land Uses or Buildings

I. A previously unregulated land use or Building that ceases use for a period exceeding six (6) months shall be brought into compliance with these Regulations prior to the use being resumed.

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a. Within thirty (30) days of receipt of a request for determination, the Director or their designee shall determine whether a land use or Building has been abandoned for at least six (6). The Director or their designee shall issue in writing the determination of whether the land use or Building must be brought into compliance.

b. The Applicant may appeal the determination to the Commissioners Court in writing no later than ten (10) days following receipt of the determination.

c. Upon receipt of an appeal by the Applicant, the Commissioners Court shall hear and vote to grant, deny, or continue the request within sixty (60) days.

Article 101.12. Enforcement and Violations.

12.01. Enforcement and Violations.

12.01.A. Offenses

I. A Person commits an offense if the person intentionally or knowingly makes or causes to be made a false material statement, representation, or certification in, or omits or causes to be omitted material information from an Application, notice, record, report, plan or other documents filed or required to be maintained under these Regulations.

II. A person commits an offense if the person knowingly or intentionally violates a requirement of these Regulations, including the requirements or provisions of any appendices to these Regulations or related order or document listed in **Chapter 101.03.01.B**, including any provision or condition legally issued with a Development Authorization.

III. A separate offense occurs under this **Article 101.12** for each separate provision of these Regulations that is violated and for each instance that a violation occurs and is not addressed.

12.01.B. Category of Offenses; Fines and Penalties

I. Unless otherwise provided for in these Regulations, an offense as defined in **Chapter 101.12.01.A** is punishable by fine or imprisonment or both.

II. All criminal offenses may be referred to the Criminal District Attorney's Office for prosecution.

III. These Regulations hereby incorporate by reference all authority granted to the County or the Commissioners Court by applicable penalty provisions of any and all relevant statutes and Regulations, including, but not limited to, statues listed in **Chapter 101.03.01.B**, and the Regulations of any State and Federal agencies for whom the County is the responsible entity.

12.01.C. Enforcement Action

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I. At the request of the Commissioners Court, the Hays County Criminal District Attorney's Office, or other such authorized legal representativeof the County, an Authorized Agent may file an action in a court of competent jurisdiction to:

a. Enjoin the violation or threatened violation of a requirement of these Regulations;

b. Seek any and all civil or criminal penalties or fines as provided by law;

c. Take all actions or seek any penalty authorized by law, including the penalties and enforcement provisions incorporated by reference in **Chapter 101.03.01.B** and the regulations of any State or Federal agency for whom the County is the responsible entity;

d. Recover damages in an amount adequate for the County to undertake any action, including abatement, demolition or construction, or other activity necessary to bring about compliance with a requirement established by these Regulations; and

e. Exercise any and all other rights and remedies as may be allowed by law or equity.

II. Any Person aggrieved by a violation or threatened violation of these Regulations with proper legal standing is entitled to bring a suit for injunctive relief against the Person who committed, is committing, or threatened to commit a violation. Such civil suits, excluding criminal prosecution, may not be instituted by the County except as authorized by the Commissioners Court.

III. Prosecution of a suit under these Regulations may be exercised by any court of competent jurisdiction. Venue for the prosecution of a suit under these Regulations is in Hays County, Texas.

12.01.D. Suspension, Revocation, or Termination

I. The Commissioners Court may suspend, revoke, or terminate a Development Authorization if a Development Authorization was obtained under false pretenses or on reliance of factual information that is demonstrably false, including a false material statement, false representation, or omission of material information in the filing of one or more Applications, notices, records, reports, plans, or other documents required under these Regulations.

II. The Director will provide Written Notice that an Application is or will be scheduled for hearing by the Commissioners Court and the date that the Commissioners Court will consider the suspension, revocation, or termination of a Development Authorization.

12.01.E. Emergency Suspension of Development Authorization by Director

I. If the Director or designee determines that a Development Authorization poses a significant or imminent threat to public safety, human health, or to the environment, they may suspend the Development Authorization without prior notice and order or cause that all activity associate with the Development Authorization immediately cease.

II. Upon delivery of notice suspending the Development Authorization, all activity authorized by the Development Authorization must immediately cease, pending consideration by the Commissioners Court.

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12.01.F. Stop-Work Order

I. The Director may issue a stop-work order for activity that is observed or confirmed to have occurred that violates or is in danger of violating a Development Authorization, Development Agreement, or these Regulations.

II. Orders issued by the Director may be provided verbally but must be confirmed in a timely manner by Written Notice, provided to the Applicant or their designated agent. If the Applicant or their designated agent is not present to receive the notice, the notice shall be affixed to the Subject Property in a visible location.

III. Violations resulting in a stop-work order are subject to any enforcement action authorized in these Regulations or applicable laws of the State of Texas, including civil or criminal penalties and remedies.

IV. The Applicant or their representative or the Owner of the Subject Property may appeal the stop-work order to the Commissioners Court in writing while the stop-work order is in effect.

Chapter 102. Platting and Development.

Article 102.01. Purpose, Authority, and Applicability.

01.01.A. General Requirements

I. **Chapter 102** shall govern activities associated with the Subdivision of property within the County, including but not limited to:

a. Subdividing property;

b. The construction of Public Infrastructure and utilities; and

c. The construction and dedication of facilities to the County for maintenance and operation; and

d. Documenting and recording the requirements for these activities based on the approval of the County.

II. Legal Authority.

Legal Authority for adopting and enforcing these Regulations in this Chapter 102 is granted to the County under Texas Local Government Code (TLGC) Chapters **232**, **233**, **234**, **242**, and **352** and under Texas Water Code Chapters **26** and **35**.

III. Delegation of Approval Responsibility

a. In accordance with TLGC **232.0022**, the Commissioners Court hereby grants the responsibility of approving, approving with conditions, or disapproving a plat to the Director of Development Services or their designee.

b. The Commissioners Court may remove such responsibility from the Director of Development Services by court action at any time.

IV. Approval Required Prior to Construction.

Approval of the County is required prior to the construction and Development of a Subdivision, unless excluded or exempted under State Law or as exempted within **Chapter 102.01.02. Exceptions to Platting Requirement.**

V. Approval Required Prior to Furnishing Utility Service.

a. Pursuant to Water Code Chapter **35.019**, A Utility District or provider shall seek confirmation from the County that the plat has been approved prior to providing utility services, including water, sewer, gas, and electric services to any Building within a Subdivision or Development.

b. Prior to furnishing utility service, the prospective Utility District or provider shall request certification from the Department stating that the requirements of **(Chapter 102.01.01.A.V.b)** have been met.

01.01.B. Platting Required for Land Subdivision

I. In accordance with TLGC Section **232.001**, the Owner of a tract of land located outside the limits of a municipality shall have a Plat of the Subdivision prepared if:

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a. The Owner divides the tract into two (2) or more parts to lay out:

1. A Subdivision of the tract, including an addition;

2. Lots; or

3. Streets, alleys, squares, parks, or other parts of the tract intended by the Owner of the tract to be dedicated to Public Use; and,

b. The Subdivision is not otherwise exempt from these Regulations in accordance with **Chapter 102.01.02**.

II. A division of a tract of land under this **Chapter 102.01.01.B** includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

III. Condominium Style Development shall:

a. A condominium style development is a form of a subdivision and shall have a plat prepared in accordance with these Regulations.

b. Comply with these Regulations and all standards, specifications, and other requirements, including but not limited to complying in all respects with Hays County's Specifications for Roadway Design, Paving, and Drainage Improvements, Hays County Drainage Criteria Manual, Hays County Digital Data Standards, and Hays County 911 Addressing Standards.

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01.01.C. Amendments to Texas Local Government Code Incorporated by Reference

The Commissioners Court recognizes that the Texas State Legislature may from time to time amend provisions of State Law, including the Texas Local Government Code and other relevant sections of State Law. Unless otherwise stated, amendments to sections of State Law referenced in these Regulations are inclusive of future amendments to those sections.

01.02. Exceptions to Platting Requirement.

01.02.A. Exceptions to Platting

I. The activities given in TLGC **Section 232.0015** are not considered a Subdivision for the purposes of these Regulations and are exempted from the Plat requirements of these Regulations, except for the requirement to register as an exempted Subdivision.

II. The Commissioners Court, by resolution and in compliance with TLGC **Section 232.0015(a)**, recognizes the following exceptions, these exceptions shall be known as "Local Exceptions" and classified as follows:

a. 2014 Platting Exception

1. The 2014 Exception may apply to any parcel or tract of land where the property configuration described in the most recent deed(s) has been in the same configuration since January 1, 2014. One or multiple deeds may be required to show proof of property configuration.

b. Right-of-Way Platting Exception

1. The Right-of-Way (ROW) Exception may apply to any parcel or tract of land where right-of-way was acquired by Hays County, a municipality within Hays County, or the Texas Department of Transportation (TxDOT).

III. The Commissioners Court delegates the authority to the Director or their designee to administer and execute all exceptions to platting.

IV. An Application for a local exception must meet the following criteria to be considered by the Director or their designee.

a. Must have direct access to a regulated roadway;

b. Must not be a platted lot or portion of a platted lot;

c. Submission and subsequent approval of a digital file meeting the requirements of the Hays County Digital Data Standards for 911 Addressing, said requirements shall be published online and may also be provided at the request of the Applicant; and

d. The property and all its appurtenances, features, elements, etc., must otherwise fully comply with all these Regulations.

01.02.B. Registration of Exempt Subdivisions

I. All divisions of land that are exempt under **Chapter 102.01.02.A** above shall be required to provide information to the department for the sole purpose of verifying the property meets the state or local exception. register the division with the County Clerk and submit the following to the Director:

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a. A registration of exempt subdivision Application in the form provided by the Director accompanied by the appropriate fee;

b. A copy of the recorded conveyance instrument showing the location and size of the Subject Property in acres, with legible metes and bounds description, survey, or other comparable document as approved by the Director or their designee attached thereto; and

c. Acknowledgement by the Owner that:

1. All other chapters within these Regulations and associated standards may be applicable based on the scope of the development and associated activities.

2. Construction and Improvements within the Subject Property remain subject to these Regulations, including, but not limited to, Roadway access requirements, OSSF requirements, restrictions on Development requiring a Flood Hazard Permit, and water quality standards; and,.

3. An acknowledgement that any change in the exemption status, change in the legal description of the property, or legal change in property configuration may cause the exemption to become null and void and may require formal Subdivision of the property under this **Chapter 102**;

II. Written Acknowledgement of Exempt Subdivisions.

a. Upon the receipt of a registration for an exempt Subdivision, the Director will issue a written acknowledgement to the Owner of the Subject Property.

b. This written acknowledgment will reference the acknowledgements made on the registration form and indicate that any changes in the exemption status will require review by the Director or their designee and may require that the Subject Property be formally subdivided under this **Chapter 102**.

Article 102.02. Preliminary Plan & Plat Process.

02.01. Application Processing.

02.01.A. Pre-Application Procedures

I. Pre-Application Correspondence

The Applicant or the Applicant's Authorized Agent may be required to contact the Commissioner(s) in whose precinct(s) the proposed Subdivision or Development is located prior to the submission of an Application.

II. Pre-Application Meeting

a. A pre-application meeting is intended for the non-binding exchange of information between a prospective Applicant and County staff in association with an Application prior to submittal of the Application. This pre-application meeting does not constitute an action that might potentially vest an applicant to any sort of right under TLGC **Chapter 245**.

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b. All Applicants are encouraged to schedule a pre-application meeting before submitting an Application for the purpose of familiarizing themselves with the County's rules and procedures, including the requirements of these Regulations.

c. Applications are subject to the requirements and Regulations in effect at the Official Submittal Date unless the Applicant submits a notarized letter generally describing the project and stating that a complete Application(s) (see **Chapter 102.02.01.C**) will be submitted within six (6) months of the pre-application meeting.

1. The Director is authorized to consider other forms of notice from the Applicant that constitute fair notice of the Applicant's intent to submit an Application, provided that such notice shall not convey a vesting period of greater than six (6) months prior to the submittal of a complete Application.

d. Pre-application meetings are subject to staff availability and are not guaranteed to occur on a certain date or with a particular staff member.

e. All information provided during this meeting is solely for information purposes based on the scope of the project as presented. Information provided during the meeting is subject to change without notice.

f. Staff may, from time to time, and in response to a request, provide suggestions on how to bring a project into better compliance with the regulations. However, staff is under no obligation to do so, said suggestions do not constitute a requirement,

and the developers of the project ultimately bear all responsibility for vetting any suggestion made for all purposes, even including compliance with the regulation.

g. The meeting may not include a comprehensive list of requirements. Not all topics, questions, permits, or other information may be conveyed during the meeting. By having this meeting, it does not guarantee any rights, bindings, privileges, vesting, entitlements, or have any force or effect; nor does it prompt any sort of project, or any other status, under TLGC **Chapter 245**.

h. Pre-Application Meetings are offered solely as a courtesy and in an effort to make projects move more smoothly. Only at the time of an application submission, can a full detail review of the project be made or any rights become vested.

III. Application Submittal

Following the Pre-Application Meeting, the Applicant may proceed to Application submittal, subject to the requirements of this **Chapter 101.07.02** and **Chapter 102.02.05**.

IV. In-Application Meeting

Following the receipt of comments on an Application, the Applicant may request a meeting with County staff to discuss and address comments and deficiencies of the Application.

a. These meetings shall be scheduled on a case-by-case basis by staff for each project as requested by the Applicant. In the event some staff is unable to attend, it is the applicant's responsibility to contact other Departments or County staff.

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02.01.B. Submittal Calendar

I. A submittal calendar is hereby authorized under TLGC **Section 232.0012** to provide a predictable sequence for the intake, review, and timely approval or disapproval of each Application submitted.

II. For any year in which the Commissioners Court adopts an official submittal calendar, each Application submitted under these Regulations shall be considered filed on the Application date listed therein.

III. The Official Submittal Date will constitute the basis for determining a deadline for Determination of Administrative Completeness review and final decision on the Application following Technical Review.

IV. To the extent that a submittal calendar has not been adopted, application submission may occur as if no submittal calendar exists.

V. For any year in which the Commissioners Court fails to adopt a submittal calendar, the deadline for will occur ten (10) days after the Official Submittal Date for the Application, and the deadline for Technical Review and decision will occur not later than thirty (30) days following the determination that the Application is issued by the Director.

02.01.C. Administrative Review and Determination of Administrative Completeness

I. Applicant Responsibilities

This **Chapter 102.02.01.C** is adopted pursuant to TLGC **Section 232.0025**. In the matter of any conflict between this subsection and State Law, the County shall comply fully with the requirements of State Law.

II. Determination of Administrative Completeness Required

Before an Application filed under these Regulations will be considered for Technical Review, it must be reviewed by the County and receive a Determination of Administrative Completeness, the Applicant must provide or address the following:

1. All items listed on the official Application forms that are published by the County or marked as required on the County's official website or online Application portal; and
2. All items that are required in these Regulations or in any checklists or supplemental documents published by the County.

b. Unless otherwise provided by State Law, the Application deadline shown in the County's adopted submittal calendar is considered the Official Submittal Date for review of each Application (see **Chapter 102.02.01.B**).

III. Department Responsibilities

a. The Department shall post and continuously maintain a written list of all documentation and other information that must be submitted with an Application. The Department will post and continuously maintain the most current list of requirements on the County's official website.

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b. An Application submitted to the Department that contains all documents, fees, and other information on the written list is considered Administratively Complete.

c. If the Application is not Administratively Complete, the Department shall notify the Applicant in writing of the deficiencies with the Application not later than the tenth (10th) business day after the Application deadline.

d. In accordance with TLGC **Section 232.0025**, further processing of the Application shall be suspended for up to forty-five (45) days, unless all administrative deficiencies have been remedied in such a timely manner.

e. Pursuant to TLGC **Chapter 245**, unless all deficiencies listed in the written notification under **c above** are adequately addressed on or before the forty-fifth (45^{th}) day following the original Application date, the Application will expire, and the Applicant must submit a new Application, including all required fees.

f. Acceptance by the County of a completed Application with the documentation or other information required by **Chapter 102.02.01.C** and issuance of a Determination of Administrative Completeness shall not be construed as approval of the Application or Determination of Technical Compliance.

IV. Fees

a. Prior to review of any Plat, payment of all required fees must be paid in full in accordance with the County's adopted fee schedule and a Determination of Administrative Completeness will not be issued until all required fees have been paid in full.

b. Pursuant to TLGC **Section 232.901(c)**, in determining the County's actual cost for reviewing and processing a Plat, engineering or construction plan or inspecting a Public Infrastructure improvement under TLGC **Section 232.901(b)**, the County may use the actual costs assessed to the County by a third party entity that provides those services to the County to determine the fee assessed to the Applicant.

V. Determination of Administrative Completeness

a. Once a Determination of Administrative Completeness is issued, the Department shall provide written confirmation to the Applicant.

b. Applications which are Administratively Complete shall proceed to Technical Review by the County based on the documents and technical plans included in the Application.

02.01.D. Withdrawal or Modification of Application

I. An Applicant may withdraw an Application by submitting a written request to the Director or their designee.

II. A written request to withdraw voids the Application and makes it of no further effect along with any associated deadlines for action described in **Chapter 102.02.01.C** and **Chapter 102.02.02.A**.

III. Future Applications are subject to all requirements including but not limited to, submission of new fees and new Application according to **Article 101.08** and **Article 102.02**, as applicable.

IV. Fees paid for a withdrawn Application shall not be refunded to the Applicant or transferred to another application unless approved by the Director.

02.02. Technical Review and Action on Plat Applications.

02.02.A. Technical Review

I. Authority to Review for Technical Compliance

This **Chapter 102.02.02.A** is adopted pursuant to TLGC **Section 232.0025**. In the matter of any conflict between this subsection and State Law, the County shall comply fully with the requirements of State Law.

II. Intent to Timely Approve Applications

a. It is the intent of these Regulations and the Commissioners Court to:

1. Approve Technically Compliant Applications with no outstanding conditions based on the quality and completeness of the Application and supporting documents;

2. Avoid disapproval of Applications whenever possible; and,

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3. Adequately communicate and address each item of technical deficiency prior to final action on an Application.

b. The process described in this subsection is intended to comply with State Law and to provide timely review of all Applications.

c. In furtherance of the goals of these Regulations, an administrative process in which all technical deficiencies and responses to those deficiencies are identified and addressed prior to final action by the Director or the Commissioners Court (designated as Path 1) is the preferred sequence of review and decision, rather than a process that involves conditional approval or disapproval as described below (designated as Path 2 and Path 3, respectively).

III. Initial Review

a. Before an Application filed under these Regulations can be reviewed and determined to be Technically Compliant, the Director or their designee must issue a Determination of Administrative Completeness.

b. After issuing a Determination of Administrative Completeness, the Director or their designee(s) will review the Application to determine if it is Technically Compliant with these Regulations and will approve, approve with conditions, or disapprove the Application not later than the thirtieth (30th) day after the date of the Official Submittal Date.

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c. Applications that require Commissioners Court action will be forwarded by the Director to the Commissioners Court, and the Commissioners Court will approve, approve with conditions, or disapprove the Application not later than the thirtieth (30th) day after the date of the Official Submittal Date.

d. The 30-day period under **Chapter 102.02.02.A.III.c** above applies only to render a decision on considerations wholly within the control and jurisdiction of the County and these Regulations. Final approval or authorization to proceed with Development may be impacted by an agency of Federal or State government or other Political Subdivision.

IV. Extension of 30-Day Deadline

a. The Applicant may request an extension of the 30-day deadline under c. by making formal, written request to the Director or by requesting an In-Application Meeting during or after the Technical Review period (see **Chapter 102.02.02.A.IV**).

b. Receipt of the request by the Director or their designee automatically delays final decision regarding the Application by thirty (30) days or the timeframe specified in the request.

02.02.B. Effect of Decision following Technical Review of Plat (Three Paths)

I. Path 1: Application is Approved

a. Following approval of the Application by the Director or the Commissioners Court, the Applicant may proceed to the next stage of Development under these

Regulations, including filing for permits, in accordance with the requirements below:

1. **Chapter 102.03.05** through **Chapter 102.03.10**, pertaining to construction procedures.
2. **Chapter 104.** Access and Infrastructure.
3. **Chapter 105.** Roadway Classification and Standards.
4. Purpose, Authority, and Applicability.

II. Path 2: Application is Approved with Conditions

a. This **Chapter 102.02.02.B.II** is adopted pursuant to TLGC Section **232.0026**, **232.0027**, and **232.0028**. In the matter of any conflict between this subsection and State Law, the County shall comply fully with the requirements of State Law.

b. If the Application is not Technically Compliant, or if full approval of the Application is conditioned upon certain modifications or additional approvals, the Director or the Commissioners Court may approve the Application with conditions that must be satisfied before the Application receives final approval.

c. The Director or the Commissioners Court, as part of its official action, will provide the Applicant with a written statement of the conditions for the conditional approval.

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1. Each condition must be directly related to the requirements of these Regulations; and,
2. Each condition must include a citation to the chapter, article, section, and subsection of these Regulations, as applicable, or to State Law, that is the basis for the conditional approval.

d. After the conditional approval of the Application, the Applicant must provide a written response along with the revised Application that satisfies each condition for the conditional approval, accompanied by any additional information required to respond to such deficiency.

e. If the revised Application does not satisfy each condition, or the written response makes it impossible for the Director or their designee to determine Technical Compliance, the Director or their designee will disapprove the Application..

1. An Application that is submitted two (2) or more times and has received two or more determinations from the Director or their designee and fails to satisfy each condition for the conditional approval and subsequent disapproval shall be subject an additional fee in accordance with the County's adopted fee schedule.

f. The Director or their designee will review the response and the revised Application according to the adopted submittal calendar (see **Chapter 102.02.02.B.I**) and will approve the revised Application if it is Technically Compliant and satisfies each condition listed as the basis of the conditional approval.

III. Path 3: Application is Disapproved

a. This **Chapter 102.02.02.B.III** is adopted pursuant to TLGC Section **232.0026**, **232.0027**, and **232.0028**. In the matter of any conflict between this subsection and State Law, the County shall comply fully with the requirements of State Law.

b. If the Application is not Technically Compliant, the Director or the Commissioners Court may disapprove the Application for non-compliance with the requirements of these Regulations.

c. The Director or the Commissioners Court, as part of its official action, will provide the Applicant with a written statement of reasons for disapproval.

1. Each reason must be directly related to the requirements of these Regulations; and,

2. Each reason must include a citation to the chapter, article, section, and subsection of these Regulations, as applicable, or to State Law, that is the basis for the disapproval.

d. In response to the disapproval of an Application, the Applicant may submit to the Commissioners Court a written response that addresses each reason for the disapproval, accompanied by any additional information required to respond to such deficiency.

1. An Application submitted under this **Chapter 102.02.02.B.III** that does not include a written response that addresses each reason for the disapproval will be reviewed as a new Application that is subject to the same deadlines and conditions for review as a new Application, and will not be considered a response to the disapproval of the previous Application.

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e. If the revised Application, documents, or other information does not satisfy each reason for disapproval, or the written response makes it impossible for the Director or their designee to determine if the Application is Technically Compliant, the Director or their designee may disapprove the Application, or forward the revised Application to the Commissioners Court for the same action.

1. An Application that is submitted two (2) or more times after the initial Application submittal and fails to satisfy each reason for the disapproval given under this **Chapter 102.02.02.B.III** may be subject to additional fees in accordance with the County's adopted fee schedule.

IV. (Alternative to Path 2 or Path 3): Extension of 30-Day Deadline Requirement

a. This **Chapter 102.02.02.B.IV** is adopted pursuant to TLGC **Section 232.0025**. In the matter of any conflict between this subsection and State Law, the County shall comply fully with the requirements of State Law.

b. Following review, the Director may identify certain conditions or technical deficiencies with the Application (i.e., failure to receive Technically Compliant status and unconditional approval) within the thirty (30)-day deadline described in **Chapter 102.02.02.A.III**, and determine that the Application is subject to conditional approval or disapproval by the Director or the Commissioners Court.

c. As an alternative to a final decision by the Director or the Commissioners Court to approve with conditions or disapprove, the Director or the Commissioners Court may approve one or more extensions of the thirty (30)-day deadline described in **Chapter 102.02.02.A.IV** for a period not to exceed thirty (30) days per extension.

d. An extension of the 30-day deadline is effective upon approval of a written request from the Applicant.

02.03. Lot Size Requirements

I. Any parcel, tract, or lot using an on-site sewage facility (OSSF) shall follow the minimum lot size requirements listed in the Hays County Rules for On-Site Sewage Facilities.

II. Should the County or another entity have authority for minimum lot size requirements, those requirements shall be met as a minimum standard.

02.04. Preliminary Plan.

02.04.A. Applicability

I. A Preliminary Plan is a document that allows for preliminary review of a Development prior to Final Plat and construction of Public Infrastructure.

II. A Preliminary Plan may be required for approval of economic incentives (see **Chapter 110)** or a Development Agreement (see **Chapter 111**).

02.04.B. Payment of Fees

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I. Prior to review of any Preliminary Plan, payment of all required fees must be paid in full in accordance with the Department's adopted fee schedule.

02.04.C. Preliminary Plan Approval

I. The Director or their designee may approve a Preliminary Plan if it satisfies each of the following requirements:

a. Provides an engineered plan tied to survey corners showing the general layout of Improvements, including Lots and Public Infrastructure, access points to existing County Roadways and general dimensions of all Improvements;

b. Depicts existing natural features including slopes and topographic contours at a maximum of every two feet (2'), all flood hazard areas, areas within the Edwards Aquifer Contributing Zone and Edwards Aquifer Recharge Zone ;

c. Shows all proposed phases, sections, blocks, and lots to be platted and information regarding the supply of water, wastewater, and other utilities;

d. Provides boundary layout for each phase within the overall Preliminary Plan.

e. Provides geographic coordinates of the main entrance to the subdivision using navigational grade Global Positioning System (GPS);

f. Provides a digital data file meeting the requirements of the Hays County Digital Data Standards; and

g. Provide a report or other information showing how drainage and stormwater will be managed throughout the development in accordance with the Hays County Drainage Criteria Manual and these Regulations.

02.04.D. Effect of Approval of a Preliminary Plan

I. Approval of a Preliminary Plan shall not authorize any construction or Development activities but authorizes the Applicant to proceed with preparation of a Final Plat Application in accordance with **Chapter 102.02.06**.

II. Approval of a Preliminary Plan is considered a Permit for the purposes of TLGC **Chapter 245** and authorizes the Applicant to proceed with the preparation of a Final Plat.

III. Conveyance of Lots depicted on a Preliminary Plan shall not be permitted until the subsequent Final Plat has been approved and the Plat has been recorded with the County Clerk in accordance with **Chapter 102.02.12**.

IV. Consistent with TLGC **Section 245.005**, approval of a Preliminary Plan expires if Application for a Final Plat is not made within two (2) years of the date of approval or if no progress has been made toward completion of the project as defined in TLGC **Chapter 245**.

02.05. General Plat Procedures and Requirement.

02.05.A. Application Requirements and Minimum Details

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In addition to the minimum items required to be submitted with a Subdivision Application in accordance with **Chapter 102.02.01.B**, all Applications to the County for Platting and Subdivision of property pursuant to these Regulations, including amendments or supplemental materials, shall be delivered to the Director or their designee and shall include:

I. Subdivision Details and Information

a. The name of the proposed Subdivision, which shall not be the same or deceptively similar to any other Subdivision within the County unless the Subdivision is an extension of a preexisting, contiguous Subdivision. Subdivision name shall comply with the standards for “Subdivision Naming Criteria”.

b. Applications for Subdivisions which are an extension of a pre-existing, contiguous Subdivision shall include a designation of the sequence order for each separate Application. The following sequence or terminology shall be used on applications:

1. Subdivision Name
2. Phase
3. Section
4. Block
5. Lot

c. Information on the precise location of the Subject Property, including:

1. The "911" Street Address for the main entrance, if established
2. The current legal description;
3. The Roadway(s) which abut the Subject Property or will be used for access to the proposed Subdivision; and,
4. A set of Geographic Coordinates for the main entrance to the Subdivision from an existing Roadway;

d. The boundary lines, total acreage, and location of the Parent Tract or Original Tract, the Subject Property, and the proposed Subdivision, or, if a reference identifier has previously been assigned, the reference identifier of the original Subdivision;

e. A detailed description of the specific Development activities proposed for the Subject Property;

f. A table on the face of the plat stating:

1. The total number of Lots within the proposed Subdivision and the average size of Lots;
2. The classification of each Lot as residential, commercial, multifamily, open space, parkland, or other;
3. The classification of each Lot by size categories as follows: ten (10) acres or larger, between five (5) and ten (10) acres, between two (2) and five (5) acres, between one (1) and two (2) acres, and smaller than one (1) acre;
4. Approximate acreage and dimensions of each Lot, rights-of-way, and parkland/open space tract;

g. The location of any proposed parkland, squares, greenbelts, school tracts, open space or other Public Use facilities, the calculation of the quantity of parkland/open space (see **Chapter 102.02.09**), and whether the parkland/open space is to be dedicated for public ownership and use or private ownership and use;

h. Names of adjoining Subdivisions or Owners of property contiguous to the proposed Subdivision;

i. Geographic Coordinates shall be reflected on the drawings and in a digital data file meeting adopted Digital Data Standards for the main entrance point to the proposed Subdivision from an existing Roadway and for the most extreme property boundary corners of the Parent Tract(s) constituting the boundaries of the Subject Property in each compass direction (e.g. northernmost, southernmost, etc.).

j. Name and address of the Texas licensed professional land surveyor and/or Texas licensed professional engineer preparing the Subdivision;

k. Name and address of the Owner(s) of the Subject Property, and Applicant or Authorized Agent;

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l. Area map showing the general location of the Subdivision in relation to major roads, towns, cities or topographic features;

m. North arrow, scale and date the Plat was prepared. The scale shall not exceed l" = 200';

n. Boundary lines of any incorporated municipality and the limit of the ETJ of any municipality;

o. Release documentation confirming the Subdivision has been released from the ETJ of a municipality in accordance with TLGC **Chapter 42, Subchapter D**;

p. A note stating if all, none, or any portion of the property are within the Edwards Aquifer Contributing Zone, Edwards Aquifer Recharge Zone, or the Priority Groundwater Management Area;

q. A note listing all Political Subdivisions (e.g. school districts, Municipal Utility Districts, Groundwater Conservation Districts, emergency services districts, etc.) in which the Subdivision is located. In the event any individual Lot(s) lies within more than one Political Subdivision, the Plat shall clearly depict and state in acres or fractions of an acre the area within the Lot that lies within each Political Subdivision; and

r. A .PDF document, to scale, of the initial Plat submittal.

II. Water, Wastewater, and Utilities Information.

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A proposed Subdivision shall satisfy the requirements of **Chapter 106** and shall provide the following information:

a. Applicant shall supply to the County a "Will Serve Letter" or "Fully Executed Service Agreement between Developer and utility provider;

b. A note designating of the entity supplying electric, telephone and natural gas utilities to the Development, or a statement that such utility is not available;

c. The location of all proposed utility Easements and/or Infrastructure, including well sanitary Easements, if applicable;

d. A copy of the Water and Wastewater Service Plan, if required by **Chapter 106**;

e. Evidence of service commitment, contacted capacity, and available system capacity. Capacity shall be measured against the most restrictive TCEQ criteria for production, treatment, storage, or pumping, expressed in residential service connection equivalents;

f. A Plat certification and signature block shall be required for all water and wastewater utilities. The certification and signature block must follow the Hays County Plat Note and Certification Standards.

g. If the Subdivision is to be served by one or more On-Site Sewage Facility(s):

1. Certification meeting the guidelines of Title 30, Texas Administrative Code, Part I, **Chapter 285** that all Lots to be served have been designed in compliance with the Hays County On-Site Sewage Facility rules, together with all planning

and evaluation materials required to determine Lot sizing under the Hays County On-Site Sewage Facility rules and any request for a variance under the Hays County On-Site Sewage Facility rules; and

2. Any applicable separation distances from identified streams or other applicable off-site receptors in accordance with the Hays County On-Site Sewage Facility rules.

h. Unless specifically allowed under an approved Development Agreement or License Agreement, all utilities shall be located outside of the Roadway and County Right-of-Way.

III. Roadway and Right-of-Way Information.

A proposed Subdivision shall provide the following information:

a. Written certification from a Texas licensed professional engineer that the location and dimensions of Roadways as set forth are in accordance with these Regulations, if applicable;

b. Location, length and Right-of-Way widths of all proposed Roadways and a depiction of how all proposed Roadways shall connect with previously dedicated, platted or planned Roadways within the vicinity of the Subdivision;

c. In accordance with TLGC Section **232.0034(a)**, demonstrate the proposed development provides two means of protected ingress and egress to platted or planned Roadways to meet the adopted Fire Code;

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d. Proposed names or designations for all Roadways, Easements, Shared Access Driveways, and any similar access route as required by the Director or their designee and a statement indicating that the Applicant has coordinated all such names or designations with the County's designated "911" coordinator;

e. Location, size, and proposed use of all proposed Easements;

f. Location and size of any Shared Access Driveways and the primary access point;

g. A statement indicating whether the Applicant proposes to dedicate Roadways to the public for maintenance or retain as Non-Regulated Roadways and the designated maintenance authority, such as an HOA;

h. The number of feet of frontage of each Lot onto a Roadway (either maintained by the County or maintained by a private property owner), street, alley, or access point;

i. A Roadway design report prepared in accordance with **Chapter 105**, unless exempted;

j. A designation of the classification of each Roadway to be constructed or existing Roadways abutting any Lot as determined in accordance with **Chapter 105**;

k. Proposed location of all depth gauges, at all Roadway crossings where the one-hundred (100)-year frequency flow or lesser frequency storm event is anticipated to flow over the Roadway surface and any proposed gates or warning devices.

1. The Director or their designee shall evaluate and recommend to the Commissioners Court whether or not to require additional gates or warning devices at such locations;

l. A good and sufficient bond satisfying the applicable requirements of **Article 102.03**. At minimum, a bond shall meet the criteria outlined in TLGC **Section 232.004** or **Section 232.0045** as approved by the Director or their designee;

m. Traffic Impact Analysis; and

n. Certification that each Lot shown on the Plat has adequate frontage to allow for compliance with driveway spacing requirements.

IV. Floodplain and Stormwater Management Information.

a. Applicability.

1. A proposed Subdivision shall satisfy the requirements of **Chapter 107** and shall provide the information required by this **Chapter 102.02.05.A.IV**.

2. Proposed Subdivisions with five (5) or fewer Lots restricted by a Plat note for single-family residential Development meeting the minimum lot size requirements of these Regulations, including, but not limited to, requirements for Lots served by OSSF, are exempt from Subsections **b.6**, **b.7**, and **b.9** of this Section below.

3. A Condominium style Development or Manufactured Home Rental Community is not exempt from the requirements of Subsection **b.6** of this Section below.

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b. Required Floodplain and Stormwater Management Information.

1. Written certification from a Texas licensed professional engineer stating that the location and approximate sizes of the stormwater management structure set forth are in accordance with the Department's Storm Water Management Standards.

2. Elevation contours at no greater than one-foot (1') intervals, based on the North American Vertical Datum (NAVD) of 1988 [NAVD 88];

3. Any FEMA Effective special Flood Hazard Areas identified by the Federal Emergency Management Agency;

4. For each Lot containing a Special Flood Hazard Area, sufficient additional contours to identify and delineate the Special Flood Hazard Area (including the 100-year floodplain and Regulatory Floodway, if any) and the lowest allowable finished floor elevation. If Base Flood elevations and lowest allowable finished floor elevations have not already been established, they shall be established by a method satisfactory to the Director or their designee; if not contained in a drainage Easement, finished floor elevations and a permanent benchmark is not required.

5. For each Subdivision containing a Special Flood Hazard Area, at least one permanent benchmark showing the NAVD 88 elevation, as well as Geographic

Coordinates, shall be established using the procedures presented in the Texas Department of Transportation (TXDOT) Survey Manual, latest edition;

6. A storm water management plan depicting the anticipated flow of all storm water onto and from the Subdivision.
7. The location and size of all proposed storm water management structures and Easements, including on-site retention or detention ponds and Easements and the impact of Lot and Roadway layouts on drainage;
8. A note shall be required that designates responsibilities for the maintenance of all stormwater management facilities. The note shall also specify that Hays County shall not be responsible for the installation and maintenance of stormwater management facilities.
9. All storm water management structures are to be submitted to the Director or their designee for consideration of acceptance of maintenance by the County;
10. General depiction of the boundary lines of the Edwards Aquifer Recharge Zone, or the Contributing Zone of the Edwards Aquifer, if affecting the property, and a statement certified by the Texas licensed professional surveyor or Texas licensed professional engineer under his or her professional seal that, to the best of his or her knowledge, the Plat accurately reflects the general location (or absence) of the Edwards Aquifer Recharge Zone or the Contributing Zone of the Edwards Aquifer;
11. Depiction of all streams, rivers, ponds, lakes, water courses and other Surface Water features or any Sensitive Features (as defined by the Texas Commission on Environmental Quality (TCEQ) in Title 30**,** Texas Administrative Code, Part 1, Chapter 213, Subchapter A, **Section 213.3** and a statement certified by the surveyor or engineer under his or her professional seal that, to the best of his or her knowledge, the Plat accurately reflects the general location (or absence) of all such features in accordance with the terms of these Regulations;
12. A drainage / stormwater management plan shall be required for all for all plats and,
13. A statement as to whether or not Development of the proposed Subdivision is subject to the TCEQ Edwards Aquifer Protection Program Regulations in Title 30, Texas Adminstrative Code, Part 1, **Section 213**.

02.06. Final Plat Approval and Expiration.

02.06.A. Final Plat Approval

I. A Final Plat application shall not be approved until all local, State, or federal regulations have been satisfied.

II. The County shall approve a Final Plat if it satisfies each of the requirements for a Final Plat set forth in these Regulations.

III. Lots established by a Final Plat must conform to minimum Lot standards found in **Chapter 104.01.03**.

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IV. Approval of a Final Plat shall not authorize any construction or Development activities, but authorizes the Applicant to proceed with preparation of Construction Plans and a record plat in accordance with **Chapter 102.02.12.A.I**.

V. If changes are proposed to an approved or recorded final plat, submittal and approval of a new final plat or amending plat is required.

02.06.B. Final Plat Expiration

I. The intent of establishing an expiration period for a Final Plat under this **Chapter 102.02.06.B** is to allow the County to enforce future minimum size, and configuration requirements applicable to Subdivisions.

II. Expiration of a Final Plat is not intended to deprive the public of any use of dedicated Public Infrastructure within the expired Subdivision.

III. Partially constructed Public Infrastructure or Public Infrastructure that has not been accepted for County ownership and maintenance that is included within the boundaries of any Final Plat that expires under this **Chapter 102.02.06.B** shall remain under the responsibility of the Owner but are subject to control by the County and these Regulations, including the ability to require a configuration on any subsequent plat for the affected property that provides for the completion of the Public Infrastructure constructed or partially constructed as part of the expired plat.

IV. Approval of a Final Plat shall expire and be of no further force and effect in the event that:

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a. A record plat, as required by **Chapter 102.02.12**, is not filed with the County Clerk following approval of the Final Plat; and

b. No progress has been made towards completion of the project within:

1. Two (2) years from the date of approval of the Final Plat; or,

2. Five (5) years from the date the first Permit Application was filed for the project (see **Chapter 102.02.01.B.III**); or

c. No portion of the land subdivided under a Plat approved under this **Article 102.02** is sold or transferred before January 1 of the fifty-first (51st) year after the year in which the Plat was approved in accordance with TLGC **Section 232.002(c)**.

02.07. Revision to or Cancellation of a Recorded Plat.

This Chapter outlines the requirements and processes for Amending Plat and Plat Cancellations as authorized under TLGC **Section 232.008**.

02.07.A. Amending Plat

I. An Application to amend any portion of an existing Subdivision Plat shall be submitted and considered in accordance with TLGC **Section 232.011**.

II. The following shall be submitted with an Amending Plat Application:

a. The general information required by **Chapter 102.02.05.A**;

b. A copy of all existing recorded Plats affected by the proposed amendment;

c. A statement giving the reason for the proposed amendment; and,

d. Any fee(s) as established by the County.

III. Applications for Amending Plats are exempt from the notice requirements established in **Chapter 111.02.05**pursuant to TLGC **Section 232.011(c)**.

02.07.B. Plat Cancellation

An Application to cancel an existing Plat or any portion of an existing Plat of a Subdivision located outside of the ETJ of any municipality shall be submitted and considered in accordance with TLGC **Section 232.008** and this **Chapter 102.02.07.B**.

I. Application Requirements

a. An Owner of property within a Subdivision Plat may apply to the Commissioners Court for permission to cancel all or part of the Subdivision Plat, including a dedicated Easement or Roadway, to reestablish the property as acreage tracts as it existed before the Subdivision Plat.

b. An Applicant may request the cancellation of a Subdivision Plat by submitting the following with a Plat Cancellation Application:

1. The general information required by **Chapter 102.02.05.A**;

2. A copy of all existing recorded Plats affected by the proposed Plat Cancellation;

3. A statement giving the reason for the proposed cancellation and documenting that the cancellation will not interfere with the established rights of any purchaser who owns any part of the Subdivision;

4. Duly notarized signatures of Owners of at least seventy-five percent (75%) of the property included in the Subdivision or area to be cancelled;

5. A copy of the cancellation instrument to be filed describing the Subdivision or the part that is to be cancelled; and,

6. A filing fee as established by the County.

II. The Application shall be granted if it is shown that the cancellation of all or a part of the Subdivision does not interfere with the established rights of any purchaser who owns any part of the Subdivision, or it is shown that the purchaser agrees to the cancellation.

III. Notice of the Plat cancellation shall be published in accordance with **Chapter 111.02.05** and TLGC **Section 232.008(c)**.

IV. Upon Application of the Owners of seventy-five percent (75%) of the property included in the Subdivision, phase or identifiable part, the Commissioners Court shall authorize the cancellation upon notice and hearing as required under TLGC **Section 232.008**, provided that if the Owners of at least ten percent (10%)of the property affected file written objections with the County, the grant of an order of cancellation is at the discretion of the Commissioners Court.

V. Regardless of the date land is subdivided or a Plat is filed for a Subdivision, the Commissioners Court may deny a cancellation under this Subchapter 05.05.E if the

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Commissioners Court determines the cancellation will prevent the proposed interconnection of Infrastructure to pending or existing Development as defined by TLGC Section 232.0085.

02.08. Sudiving Land along County Lines.

02.08.A. Purpose

This section shall ensure that proper jurisdictional and recording procedures are made for Subdivisions along County lines.

02.08.B. Subdivisions Requirements Along County Lines

Any Subdivision Application made under these Regulations shall be confined to the official County lines as recorded by the County Clerk. In no instance shall a Subdivision of property that crosses a County line be established.

02.08.C. Plat Requirement

A Plat shall be prepared in accordance with these regulations for any portion of a Parent Tract or Original Tract which falls within Hays County. Any portion of a Parent Tract or Original Tract which falls outside of Hays County shall be excluded from the Plat and not recorded within the official records of Hays County.

02.09. Parkland and Open Space Dedication

02.09.A. Voluntary Dedication

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I. All Subdivisions may identify, reserve, or dedicate parkland and/or open space within the Subdivision, by paying a fee to the County in lieu of reservation or dedication, or by a combination of each.

II. Where an Applicant elects to dedicate parkland and/or open space under this section, it shall be identified in the design of a Subdivision at a rate of at least one (1) acre per fifty (50) acres, or two percent (2%) of the Subdivision.

02.09.B. Establishment of Parkland and/or Open Space

I. Except as provided below, areas used for Roadway, drainage, or utility Easements or Right-of-Way shall not be utilized as parkland and/or open space.

II. Utilities may be placed within parkland and/or open space at the approval of the Director or their designee.

III. Parkland/open space proposed for dedication to the public shall be duly noted in the Application and on the Preliminary Plan and/or Final Plat. Parkland/open space dedicated to the public shall provide for public access in accordance with the County's standards for other County-owned and/or operated Parkland and open space. It shall be the responsibility of the Applicant to develop a Parkland/open space access plan to be incorporated into the Development Authorization. The Permittee shall incorporate into the Development all access controls features required by the Parkland/open space access plan.

IV. The parkland and/or open space must be shown on the Preliminary Plan and Final Plat and shall be directly accessible to at least one existing or new Roadway at the time of

Final Plat recording. The Director or their designee may waive or modify this requirement upon finding that an alternative means of access is and will be perpetually available.

02.09.C. Characteristics of Parkland/Open Space

I. Land established as parkland must be suitable for active and passive recreational uses by the public. In determining whether proposed parkland is suitable, the Applicant shall demonstrate that the size, configuration, topography, surface features and subsurface features allow it to be useable for recreational activities such as children's play areas, family picnic areas, game court areas, turf fields, swimming pools and other recreational facilities.

II. Land established as open space shall consist of greenbelts, riparian corridors, habitat conservation areas, and similar areas which are intended to remain in their natural state.

a. Future development of the established open space shall be prohibited in perpetuity through the means of a Conservation Easement or equivalent legal instrument.

b. The Easement or instrument shall be granted to the public and shall be held by the County or some other non-profit legal entity recognized by the County as custodian for the County.

c. Such Easement or instrument shall be in such form and under such conditions as are acceptable to the County.

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III. Where parkland/open space is accepted to the County for public dedication, it shall be subject to the following requirements:

a. Where the established parkland/open space allocation is less than five (5) acres, the entire allocation shall constitute one (1) Lot or tract.

b. Where the established parkland/open space area is greater than five (5) acres, if the Application elects to separate the allocation, each separate Lot shall be a minimum of three (3) acres in size, even if this requirement causes the parkland/open space allocation to exceed the minimum requirement outlined above.

c. At least twenty five percent (25%) of the required allocation shall be suitable parkland, as outlined in above which is not within a floodplain or drainage easement.

d. The remainder of the required allocation may be satisfied with either additional parkland or through open space.

e. Such additional parkland/open space allocation may be located within a floodplain or drainage easement for an open channel, if the channel is to remain in its natural state.

02.09.D. Private Parkland and/or Open Space

I. In lieu of establishing parkland/open space within the Subdivision through dedication to the public, an Applicant may establish parkland/open space to be privately managed.

II. The Applicant shall develop and submit for approval a parkland/open space management plan to be incorporated into the Development Authorization.

III. The Applicant shall incorporate into the development all access controls features required by the parkland/open space management plan and shall operate the parkland/open space in accordance with this plan.

02.09.E. Fee-in-Lieu of Dedication

I. At the County's discretion, the Applicant shall pay a fee in-lieu of establishing such Parkland/open space in the Subdivision. Fees shall be payable with the Final Plat, or as established by the Commissioners Court.

II. The fee amount shall be established by multiplying the total Parkland/open space acreage required under this Chapter by an established value. The established value shall be determined using, at the discretion of the Applicant, either the assessed tax value of all the parent Tracts for the Subject Property (on a per acre basis) or the value determined by an appraisal performed by an accredited appraiser selected by the Applicant with the approval of the County.

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III. Fees paid in lieu of dedicated open space shall be expended by the County solely for acquisition, development or rehabilitation of parkland or open space or for improvements to existing parklands or open space. In expending monies collected in lieu of dedicated parkland/open space, the County shall be required to spend at least fifty percent (50%) of the fees on eligible projects within the County precinct(s) from which the fees originated.

02.09.F. Dedication of Additional Parkland and Open Space

Establishment of additional parkland and/or open space may be eligible for economic incentives authorized under these Regulations.

02.10. Sidewalks

I. Sidewalks shall only be required along new Roadways within the County.

II. Sidewalks shall be required on at least one side of all streets in all newly platted subdivisions resulting in fifty (50) lots or more, any platted subdivision containing a school, non-residential lot, multi-family lot, or commercial lot.

III. Sidewalks shall be constructed to meet applicable Federal and State requirements, with detailed attention being given to street crossing and curb-cut standards.

IV. All sidewalks shall meet the requirements of the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) or adopted Texas Accessibility Standards (TAS) under Texas Government Code **Chapter 469**, whichever is more stringent.

V. Sidewalks constructed inside proposed County Right-of-Way shall be maintained by a taxing entity or district other than the County, or as specified in any associated Development Agreement.

VI. Sidewalks shall be constructed flush with the back of curb, where curbing is provided.

VII. Sidewalks will be constructed and maintained to such a standard as set forth in the "Hays County Standard Specifications: Sidewalks".

02.11. Easement Dedication.

02.11.A. General Provisions

Easement dedications for all property (including off-site property) that is needed for the construction of Roadways, access, drainage, utilities (including water and wastewater), and any other Infrastructure necessary to serve the Development will be provided on the Subdivision Plat or by separate instrument for off-site Improvements, and maintained by the property Owner unless approved otherwise by the Director or their designee.

I. The Applicant is responsible for contacting all utility providers prior to beginning construction, and for securing all necessary Easements prior to Final Plat approval and recordation. All Easements shall be noted on the Plat either by drawing or by Plat note.

II. If a utility provider will be the beneficiary of the easement, the applicant must include a letter of acceptance from the utility provider regarding the configuration and location of the easement.

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02.11.B. Off-Site Easements

I. The Applicant must acquire all necessary off-site Easements required for installation off-site Public Infrastructure to serve the Development.

II. A Subdivision Plat that requires off-site Easements may be approved conditionally if the Easements have not been secured at the time of Plat approval.

III. A Subdivision Plat that requires off-site Easements may be recorded without securing required off-site Easements only if Fiscal Security for completion of Public Infrastructure is provided.

IV. Off-site Easements must be conveyed and recorded by a recording instrument approved by the Hays County Criminal District Attorney's Office.

a. If the Applicant is unable to acquire the necessary off-site Easements, the Applicant may request assistance from the County in writing. Assistance may be provided at the discretion of the Director or upon approval of the Commissioners Court if the Director defers.

b. The Applicant must provide the County with Easements or Right-of-Way survey documents and exhibits, documentation, including evidence of a reasonable offer made to the affected property Owner.

c. Upon receiving a written request for assistance, the County may, at its option, acquire these Easements either through negotiations, or in appropriate situations through eminent domain proceedings.

d. The Applicant must reimburse the County for the costs of acquiring the necessary Easements including attorney fees and other associated costs.

02.11.C. Utility Easements

I. Utilities shall be placed within an Easement at least fifteen feet (15') wide for utility construction, service, and maintenance and within private property (specifically property not maintained by the County).

II. Utilities (such as water mains, wastewater mains and other utilities) may only be placed within the public Right-of-Way with approval of the Director or their designee.

III. Utility lines crossing a Roadway shall be installed a minimum of thirty-six inches (36") below the ditch line. All lines must be encased in metal or PVC schedule forty (40) pipes located a minimum of two feet (2') beyond the ditch line.

IV. Easements having greater width dimensions may also be required by the Director or their designee along or across Lots where engineering design or special conditions make it necessary for the installation of utilities and drainage facilities outside public Right-of-Way.

V. The following full statement of restrictions shall be placed on the Final Plat or the dedication instrument:

Easements: Any public utility, including the County, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or Improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the Easements or Right-of-Way shown on the Plat (or filed by separate instrument that is associated with said property); and any public utility, including the County, shall have the right at all times of ingress and egress to and from and upon said Easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Property Owners shall maintain Easements. The County can remove trees or any other Improvements and does not have the responsibility to replace them.

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02.11.D. Drainage Easements

Refer to Chapter 107. Drainage and Stormwater Management. for the dedication of drainage Easements.

02.11.E. Sight Visibility Easements

I. Triangular sight visibility Easements must be established on the Final Plat and are based on the intersection of County Street types:

a. A Local Street intersecting with either a Local Street or a Collector Street shall provide a 15' x 15' sight visibility Easement (see **Figure 102-1 15' X 15' Sight Visibility Easement**).

b. A Collector Street intersecting with either a Local Street or a Collector Street shall provide a 15' x 15' sight visibility Easement (see **Figure 102-1 15' X 15' Sight Visibility Easement**).

Figure 102-1 15' X 15' Sight Visibility Easement



A 15 feet from property line
B Sight visibility line

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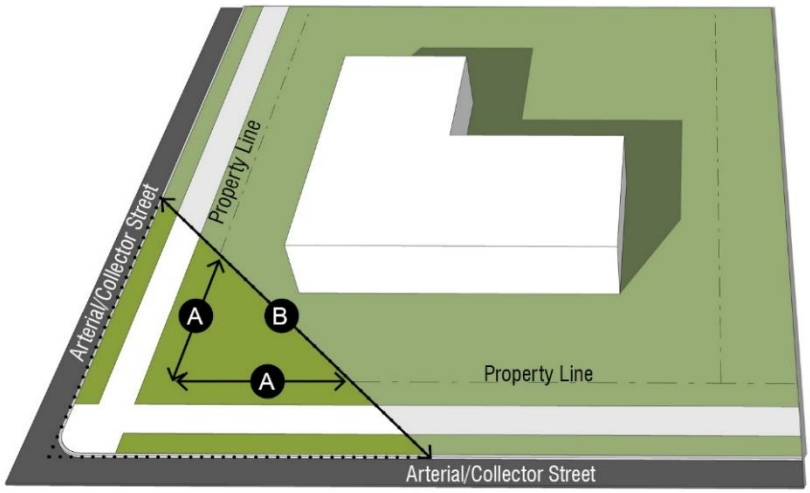
c. A Minor Arterial intersecting with either a Minor Arterial or Principal Arterial shall provide a 30' x 30' sight visibility Easement (see **Figure 102-2 30' X 30' Sight Visibility Easement**).

d. A Principal Arterial intersecting with either a Minor Arterial or Principal Arterial shall provide a 30' x 30' sight visibility Easement (see **Figure 102-2 30' X 30' Sight Visibility Easement**).

II. Sight visibility easements must be accompanied by a note on the Plat that states:

"Areas within a triangular sight visibility easement established by this plat must be maintained so as to prevent vegetation from growing higher than thirty-six inches (36") from ground level or closer than eight feet (8') to the curb of the street. Mature trees must be trimmed to prevent foliage from growing closer than eight feet (8') from the ground."

Figure 102-2 30' X 30' Sight Visibility Easement



A 30 feet from property line
B Sight visibility line

02.12. Plat Recordation Required.

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02.12.A. Recording Process

I. Preparation of Record Plat

a. Following approval of a Final Plat, the Applicant shall have the approved plat printed in accordance with the guidelines from the Hays County Clerk's Office and shall obtain signatures from all agencies or entities other than Hays County prior to submission to Hays County.

b. After the Applicant has obtained all signatures from outside Hays County, the Applicant must present the approved Plat to the Director for the purpose of obtaining signatures from county staff in preparation of in the official records of Hays County.

c. A Plat being prepared for recordation must follow the requirements outlined in this **Chapter 102.02.12** and those found in the Texas Property Code **Chapter 12**.

d. In addition to the general information required by **Chapter 102.02.05.A**, the Record Plat shall include the original signatures of the individuals or entities listed below, whose signatures should be obtained in the following order:

1. The original notarized signature(s) of the property Owner(s);
2. The original signature(s) and original embossed seal(s), as applicable, for licensed or registered professional(s) responsible for preparation of the Plat;
3. The original signature(s) of the presiding officer(s) of each municipality having ETJ within the Plat Subdivision; and

4. The original signature(s) of County staff or their designee(s); and
5. The original signature of the County Judge or designated member of the Commissioners Court;

II. Filing a Record Plat.

a. Two (2) eighteen-inch by twenty-four-inch (18" x 24") Plat documents shall be presented to the County for staff signatures.

b. Record Plats that have been executed consistent with **Chapter 102.02.12.A.I.d** shall be presented to the County Clerk for filing.

c. One (1) eighteen-inch by twenty-four-inch (18" x 24") signed paper Plat shall be presented to the County Clerk for recording as the record Plat.

d. All writing and drawings on the record Plat shall be large enough to be easily legible following recording.

02.12.B. Record Plat Expiration

I. Record Plats will not be accepted by the County Clerk for recording if presented twelve (12) months after execution unless the Director or designee issues a letter certifying that the Plat is valid and unexpired.

II. If twelve (12) months have passed before the record Plat has been recorded, the Applicant will be required to be executed with original signatures consistent with **Chapter 102.02.12.A.I.d**.

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02.12.C. Record Plat Affidavit

I. Record Plats that indicate a total acreage that does not match the corresponding Tax Certificate will require an affidavit to be filed with the Plat.

II. The affidavit shall certify that the tax certificate describes all of the property within the Subdivision.

Article 102.03. Construction of Required Infrastructure.

03.01. General Requirements

03.01.A. Process for Construction of Public Improvements

This Subchapter governs the construction process for Public Infrastructure and the procedures and conditions for the County to accept maintenance responsibility for any Public Infrastructure.

03.01.B. Public Infrastructure includes:

I. Regulated Roadways (**Chapter 105**);

II. Public Utilities, including Water and Wastewater Facilities (**Chapter 106**);

III. Public Stormwater Management Facilities (**Chapter 107**); and

IV. Public safety and emergency access features.

03.02. Responsibility for Construction

The Applicant or their agent is responsible for construction of all Public Infrastructure in accordance with these Regulations.

03.03. Responsibility for Maintenance

The Applicant or their agent or the purchaser of a Lot or entity who owns the Infrastructure or improvement is responsible for maintenance of all Public Infrastructure until the Commissioners Court approves the acceptance of Infrastructure for ownership and maintenance.

03.04. Subdivision Proportionality

03.04.A. Purpose

Pursuant to **TLGC Chapter 232.110**, the Applicant or Developer is required to bear a portion of the costs of constructing Public Infrastructure, including the dedication or acquisition of Right-of-Way or the direct cost incurred by the Applicant or Developer through the process of constructing Public Infrastructure under **Chapter 102.03.05 below**.

03.04.B. Process to Determine Proportionality

I. Proportional cost-share for the construction of Public Infrastructure is determined consistent with the Improvements specified or required under the approved Final Plat and Construction Plans.

II. Proportional cost share applied to the Applicant or Developer may not exceed the amount required for Infrastructure Improvements that are roughly proportionate to the proposed Development as approved by a professional engineer who holds a license issued under Texas Occupations Code Chapter 1001 and is designated by the Director to provide the determination.

III. The County's determination of the Applicant or Developer's share of the costs to construction Public Infrastructure must be given by the Director or their designee within thirty (30) days of receipt of Construction Plans and all required information.

IV. A proportionality determination issued within thirty (30) days under **III above** does not obligate the County to complete a technical review of Construction Plans within the same time frame.

V. The Applicant or Developer may appeal the determination of the Director or their designee to the Commissioners Court in writing within thirty (30) days if:

a. An independent evaluation of costs has been undertaken by a professional engineer who holds a license issued under **Texas Occupations Code Chapter 1001**;

b. Construction of the Public Improvements has not commenced; and

c. The Applicant or Developer specifies in writing:

1. The reasons for the appeal;

2. The specific costs or share of costs subject to the appeal; and

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3. The revised cost share requested by the Applicant or Developer.

03.05. Construction Plans.

03.05.A. Submittal Requirements for Infrastructure Construction Plans.

I. Concurrently with the filing of an Application for a Development Authorization under these Regulations, an Applicant seeking approval to construct Infrastructure that is either publicly or privately owned and maintained, including all Regulated and Non-Regulated Roadways and related Improvements, must submit Construction Plans for the Improvements, in the format specified by the Director or their designee, including a certification by a Texas licensed professional engineer that the Construction Plans and design of the Improvements are in compliance with these Regulations.

II. An application for Infrastructure that is to be owned and maintained by the County, and related Improvements, shall include the anticipated unit cost of each type of improvement, schedule of materials that will be used, and the total estimated construction cost of all Improvements proposed to be constructed in conjunction with the Development, prepared by an Engineer licensed to practice in the State of Texas.

03.05.B. Criteria for Approval

I. The Director or their designee will approve, approve with conditions, or disapprove an Application for Construction Plans if:

a. The Application includes all required information;

b. The Construction Plans are consistent with the requirements of these Regulations, including adopted engineering manuals and specifications listed in **Chapter 101.02.01.A.I.c**;

c. The Construction Plans are consistent with the approved Plat or Preliminary Plan; and

d. The Construction Plans are consistent with an approved Development Agreement under **Chapter 111**.

e. The Application includes a proof of design approval letter from the utility provider.

03.05.C. Approval Required Prior to Construction.

I. Unless interim authorization for construction is obtained under this Subchapter, construction of Public Infrastructure may not commence until such a time that a Development Authorization has been issued by the County on an Application filed under these Regulations.

II. A pre-construction (“Pre-Con”) meeting shall be held with applicable County staff prior to the commencement of any construction activities.

III. By submitting Construction Plans for Public Infrastructure, the Applicant or Permittee is acknowledging that they are aware of and are representing that they will comply with all requirements of Hays County regarding construction and Development in effect at the time the Application was submitted, including:

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a. Regulating the access of private construction vehicles from construction sites onto existing Regulated Roadways;

b. Limiting and cleaning all mud or other debris carried onto the Regulated Roadways by such construction vehicles and imposing fines for non-compliance;

c. Obtaining required Right-of-Way Permits, including Driveways, utilities, and storm water management Improvements and the cutting of any existing Roadways for installation of utilities, and:

1. That the work be inspected prior to completion,

2. Prohibiting cutting of certain Roadways within three (3) years of construction thereof; and

3. Imposing fines for non-compliance;

d. Complying with construction standards for structures projecting above the ground surface (including mailboxes, signs, etc.) installed within the Right-of-Way of Regulated Roadways and:

1. Using break-away or collapsible materials, as defined by the Department, unless those structures are located along internal Subdivision roads with speed limits of 30 MPH or less or non-thoroughfare Roadways with speed limits of 30 MPH or less; and

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e. Complying with all construction standards and specifications adopted by the Department, as required in specifications adopted by the County including those listed in **Chapter 101.02.01.A.I.c**.

03.05.D. Approval Process

I. The Director or their designee will review the construction plans and cost estimates for Public Infrastructure submitted by the Applicant using the criteria listed in **Chapter 102.03.05.B above**.

II. If the Director or their designee determines that the construction plans and cost estimates comply with these Regulations, the Director or their designee will issue a written approval of the construction plans and cost estimates.

III. Written approval applies to the design and construction methods only and is not an approval of the entire Application with which it was submitted.

IV. If the Director or their designee determines that the construction plans and cost estimates are not in compliance with these Regulations, the Director or their designee will issue a written request for information identifying those items the Department believes are not in compliance with these Regulations, and request that the Construction Plans and/or cost estimates be revised and re-submitted.

03.05.E. Interim Authorization for Construction.

I. The following requirements apply to Public Infrastructure for which interim authorization for construction is sought prior to issuance of a Development Authorization:

a. An Applicant wishing to construct Public Infrastructure prior to the issuance of Development Authorization must submit a written request for interim authorization for construction.

1. The written request must include the project information for the original Application and indicate the proposed Public Infrastructure for which the Applicant is seeking interim authorization to construct.

2. The request may be granted by the Director based on the Department's review and approval of the Construction Plans and the satisfactory submittal of the financial assurance items required by this **Chapter 102.03.05 above**.

II. In the case of a Subdivision for which the County has issued an approval of the Preliminary Plan and for which the Department has issued an approval of the construction plans and cost estimates, the Applicant or Permittee may commence construction of Improvements only after the following have been completed:

a. A pre-construction meeting under **Chapter 102.03.06. Pre-Construction Meeting.**;

b. Approval of a Flood Hazard Area Permit required under **Chapter 108. Flood Damage Prevention.**;

c. Site Development Permits, including Fire Marshal Permits required under **Chapter 109. Site Development and Land Use.**;

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d. Acceptable Performance Assurance has been posted;

e. Review and design approval has been issued by applicable utilities; and

f. Any other applicable approvals and permits as determined by the Department,

III. An Applicant or Permittee shall post with the Department an acceptable Performance Assurance equal to one-hundred percent (100%) of the estimated construction costs for the Public Infrastructure and related Improvements.

IV. In the event the construction of the Public Infrastructure is completed in accordance with the approved Construction Plans prior to the County's issuance of the Development Authorization, the Applicant or Permittee may request release of the Performance Assurance.

03.05.F. Construction Occurring After Issuance of Development Authorization.

I. The following requirements govern the construction of Public Infrastructure and related Improvements that occurs following the County's issuance of a Development Authorization:

a. Prior to the Department's issuance of a Development Authorization for which the construction of the Public Infrastructure and related Improvements has not yet been completed, the Applicant or the Permittee must post with the Department an acceptable Performance Assurance.

b. The value of the Performance Assurance must be equal to the full value representing one hundred percent (100%) of the estimated construction costs for all Public Infrastructure and related Improvements.

c. If a Development Authorization is issued prior to completion of construction of all related Public Infrastructure, the Applicant must provide an acknowledgment that no Development Authorization will be issued for any Lot until completion of sub-grade of Roadways serving the Lot and, if applicable, installation of all underground utilities.

03.06. Pre-Construction Meeting.

03.06.A. Purpose

A pre-construction meeting is intended for the non-binding exchange of information between the Director or their designee and the Applicant prior to start of construction.

03.06.B. Meeting Procedures

I. The Director or their designee may require a Pre-Construction Meeting prior to or after the release of Construction Plans or prior to start of construction.

II. The Director or their designee may require specific attendees including specifying the attendance of the Applicant, Developer, or their agents including general contractor and construction supervisors.

03.06.C. Effect

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Information exchanged at the Pre-Construction Meeting is not intended to be binding on any party or to confer any vested right to the Applicant or Owner other than what is permitted under State Law.

03.07. Construction of Public Improvements.

03.07.A. Installation of Public Infrastructure Under Regulated Roadways.

I. All utility lines, storm water management facilities, and other Public Infrastructure planned to be constructed under a new paved Roadway must be installed before the Roadway is paved.

II. All utility lines, storm water management facilities, and other Public Infrastructure installed under an existing paved Roadway must be bored and sleeved to a point at least four (4) feet beyond the edge of the pavement and must be approved in advance by the Director or their designee, unless otherwise approved by the Commissioners Court.

03.07.B. Temporary Construction Erosion Controls.

I. All construction of Roadways, whether public or private, must comply with the County's Erosion and Sedimentation Control Specification, as well as the applicable State and Federal requirements and requirements of other jurisdictions regarding temporary erosion control measures.

II. The Director or their designee may require that the erosion control plan be submitted to the Transportation Department and must be made available upon the County's request.

03.07.C. Development Authorizations within approved Subdivisions.

No Development Authorization for a Lot within a Subdivision for which the County has issued a Development Authorization shall be issued until the subgrade of the Roadway serving the Lot has been completed and, if applicable, the installation of all underground Public Infrastructure.

03.07.D. Changes to Construction Plans During Construction.

I. Changes in the construction of Public Infrastructure and related Improvements require the approval of the Director or their designee.

II. Minor Changes

Changes that do not conflict with the terms of the Development Authorization may be verbally authorized by the field inspector, with those changes subsequently documented in a field change form.

III. Major Changes

a. For other changes, the Applicant or Permittee must provide a written request for approval of the change to the Director or their designee.

b. The request for the change shall be accompanied by sufficient additional information to identify the changes requested and to allow the changes to be evaluated by the Director or their designee for compliance with these Regulations.

c. Where determined to be necessary by the Director or their designee, the changes must be accompanied by new or revised construction plans, specifications and cost estimates in accordance with this Subchapter.

d. If the Director or their designee determines that the proposed construction changes result in substantive changes to the estimated construction costs, the provision of additional Performance Assurance may be required.

03.08. Inspection of Public Improvements.

03.08.A. Start of Construction

I. The Applicant or Permittee must provide Written Notice to the Director or their designee on the commencement date of the construction of Public Infrastructure and related Improvements.

II. The Applicant or Permittee must designate in the Written Notice the contact person to coordinate construction inspections with the Department, if different from the contact given at the Pre-Construction Meeting.

03.08.B. Interim Inspections

I. The Director or their designee will conduct interim inspections at the Director's discretion or at major construction milestones.

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II. Interim inspections initiated by the County may be conducted without notice.

III. Where the Applicant, Permittee or their contractors require or request inspection, notice must be given to the Department not less than 48 hours or two (2) business days prior to the time inspection is requested.

03.08.C. Inspection Reports

I. The Director or their designee may issue verbal or written inspection reports.

II. The Applicant or Permittee is responsible for correcting any deficiencies noted during interim inspections.

03.08.D. Final Inspection.

I. Once construction of Public Infrastructure and related Improvements is substantially complete, the Applicant or Permittee must submit a written request to the Director or their designee to conduct a final inspection.

II. The purpose of the final inspection is to determine if all the Public Infrastructure and related Improvements reflected on the construction plans have been constructed in accordance with these Regulations and the Construction Plans.

III. The applicant must provide proof of inspection by the utility provider and documentation that all outstanding issues have been addressed.

IV. The Applicant or Permittee is responsible for correcting any deficiencies noted during final inspections.

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03.08.E. Effect of Final Inspection

I. Upon satisfactory completion of a final inspection, the Director or their designee will issue to the Applicant and/or Permittee a written final inspection report, including any minor deficiencies or "punch list" items to be corrected prior to release of Performance Assurance and preparation of the as-built submittals.

II. If permanent vegetation has not been established to at least a seventy percent (70%) level of coverage, along with all related mechanical stabilization, the Applicant or Permittee must provide financial assurance to the County that would provide sufficient funds to complete revegetation within twelve (12) months of acceptance.

03.08.F. As-built Submittals.

I. Following completion of the construction of Public Infrastructure and related Improvements and a final inspection by the Director or their designee, the Applicant or Permittee must submit to the Director:

a. Written certification stating that the construction is "substantially complete and complies with all construction standards as established by these Regulations, and was completed in conformance with the approved construction plans and any approved changes."; and

b. A complete set of as-built records drawings incorporating all changes made during construction, signed and sealed by a Texas licensed professional engineer, and a copy of the recorded Final Plat and all Easements.

II. As-Built record drawings must be submitted as a single compiled high-resolution digital file in a format specified by the Director or their designee.

III. The certification and all final plans must be signed and sealed by a Texas licensed professional engineer.

03.09. Fiscal Assurance.

03.09.A. County as Beneficiary.

All Financial Assurance (including Performance Assurance, Maintenance Assurance, or other financial assurance) used to satisfy these Regulations shall name the County as the beneficiary and recipient of all rights and privileges thereto.

03.09.B. Acceptable Mechanisms.

Financial assurance, as required within these Regulations, shall be provided using a mechanism acceptable to the County. The Department shall develop, maintain and make available to the public standard forms for this purpose. While other mechanisms may be approved for use, the following mechanisms are recognized for the purposes of these Regulations:

I. A fully funded Trust Agreement, with an entity acceptable to the County serving as Trustee;

II. A bond issued by a surety acceptable to the County and listed as an acceptable surety on Federal bonds in Circular 570 of the United States Department of the Treasury; or,

III. An irrevocable standby letter of credit, issued by a surety acceptable to the County.

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03.09.C. Performance Assurance.

I. This Article applies in instances where the Applicant or Permittee utilizes Performance Assurance to satisfy the requirements of these Regulations. The Applicant or Permittee shall continue to be responsible for all other requirements set forth in these Regulations.

II. With the permission of the Commissioners Court, the Applicant or Permittee shall post an acceptable financial assurance mechanism in an amount equal to one-hundred percent (100%) of the estimated construction costs of the Public Infrastructure and related Improvements. The Commissioners Court must approve each Application to post such a performance assurance and the performance assurance mechanism shall remain in effect until the Public Infrastructure and related Improvements have been accepted by the County and the Performance Assurance released pursuant to **Chapter 102.03.05.C**.

III. In addition to financial assurance related to construction, the Applicant or Permittee shall post a vegetation bond in sufficient amount to provide for one-hundred percent (100%) vegetative cover within twelve (12) months of project completion or revegetation in the event that the original vegetative cover fails.

03.09.D. Maintenance Assurance.

I. This Article applies in instances where the Applicant or Permittee utilizes Maintenance Assurance to satisfy the requirements of these Regulations. The Applicant or Permittee shall continue to be responsible for all other requirements set forth in these Regulations.

II. The Maintenance Assurance shall be provided in an amount equal to ten percent (10%) of the total construction costs of the Public Infrastructure and related Improvements. The Maintenance Assurance shall have a minimum term of two (2) years following acceptance by the County.

03.09.E. County Claims Against Financial Assurance.

I. The County may make claims against any financial assurance provided under these Regulations if it finds that the actions for which the financial assurance was provided have not been completed satisfactorily.

II. Prior to making a claim against a financial assurance mechanism, as allowed under these Regulations, the County shall provide Written Notice to the Trustee or Surety of such claim, with a copy to the Applicant and Permittee, and shall allow a minimum period of fourteen (14) calendar days to remedy such claim.

III. Claims which have not been remedied within fourteen (14) calendar days shall be immediately due and payable under the terms of the applicable financial assurance mechanism.

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03.09.F. Financial Assurance Mechanism Expiration and Renewal.

I. In the event that a financial assurance mechanism submitted to the County pursuant to this Chapter expires prior to the acceptance by the County of the work assured by the financial assurance mechanism, the Permittee shall submit a replacement financial assurance mechanism prior to its expiration.

II. Such replacement financial assurance mechanisms shall comply with all the requirements of this Subchapter.

03.09.G. Release of Performance Assurance

I. Following completion of the construction of Public Infrastructure and related Improvements, and a final inspection by the Department, the Applicant or Permittee may submit to the Department a written request for release of the Performance Assurance.

II. Before release of the performance assurance, the Department shall inspect the Public Infrastructure and related Improvements and the Applicant or Permittee shall remedy all deficiencies prior to release of the performance assurance. If the deficiencies are not properly remedied, the County shall draw on the performance assurance as necessary to remedy the deficiencies. The Performance Assurance is not considered released until the County has issued a written release of such Performance Assurance. Release of the Performance Assurance shall be conditioned upon:

a. Substantial completion of the construction;

b. Receipt by the Department of a certificate of substantial completion and compliance, and a set of as-built plans incorporating all changes made during construction, prepared by a Texas licensed professional engineer;

c. Satisfactory completion of all interim and the final inspections by the Department;

d. Permanent vegetation must be established or financial assurance must be provided to permanently stabilize any remaining areas disturbed during construction;

e. The Department submittal to the Commissioners Court of an Inspection Report stating that:

1. The Public Infrastructure, in its current condition and with no repairs, upgrades or Improvements, is in compliance with these Regulations, other applicable requirements, and with the construction plans and approved changes, and,

2. The Department recommends release of the Performance Assurance by the Commissioners Court; and,

f. Approval of release of the Performance Assurance by the Commissioners Court.

03.10. Acceptance of Public Infrastructure for Maintenance

03.10.A. Owner's Maintenance Responsibility.

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The Applicant or Permittee shall remain responsible for all maintenance and repair of planned Public Infrastructure and related Improvements associated with a Development until the County formally accepts the obligation to maintain such Public Infrastructure. The County's issuance of a Development Authorization or the acceptance of a Final Plat or dedication of the Right-of-Way for a Regulated Roadway shall not be deemed to constitute acceptance of the Public Infrastructure for maintenance.

03.10.B. County Acceptance of Maintenance

The County shall accept Public Infrastructure and related Improvements when the following conditions have been satisfied:

I. The Public Infrastructure has been constructed in accordance with these Regulations, the Record Documents required for the Public Infrastructure have been recorded and the associated Right-of-Way has been dedicated to the public pursuant to these Regulations;

II. The Applicant or Permittee has submitted a written request to the Department for the County to formally accept maintenance of the Public Infrastructure. If the Applicant or the Permittee are no longer available, (i.e. has ceased to transact any business or, in the case of an individual, has died), the Owner(s) of the Subject Property may submit the written request;

III. A Texas licensed professional engineer on behalf of the Applicant or Permittee has submitted a certificate of substantial completion and compliance, and a set of as-built plans incorporating all changes made during construction;

IV. The Department has performed and approved all required inspections;

V. The Department has inspected the Public Infrastructure and related Improvements no earlier than thirty (30) days prior to the Commissioners Court's acceptance of the maintenance obligation and has submitted to the Commissioners Court an Inspection Report stating that:

a. The Public Infrastructure, in its current condition and with no repairs, upgrades or Improvements, is in compliance with these Regulations and all other guidelines in effect at the time of the inspection; and,

b. The Department recommends acceptance of the Public Infrastructure by the Commissioners Court; and,

VI. The applicant has provided a final acceptance letter from the utility provider confirming that the required public infrastructure has been accepted by the utility provider.

VII. One of the following has occurred:

a. Two (2) years has expired from the date that all Public Infrastructure and related Improvements associated with the Development were first completed and inspected by the Department; or,

b. The Permittee has posted with the Department satisfactory Maintenance Assurance to secure the proper construction and maintenance of the Public Infrastructure prior to County acceptance of maintenance. Maintenance Assurance must be posted, regardless of the date the Public Infrastructure and related Improvements were completed.

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03.10.C. Release of Maintenance Assurance.

I. Before release of the Maintenance Assurance, but no sooner than two (2) years from that all Public Infrastructure and related Improvements associated with the Development were first completed and inspected by the Department, the Department shall again inspect the Public Infrastructure and the Applicant or Permittee shall remedy all deficiencies prior to release of the Maintenance Assurance.

II. If no deficiencies are found in the final inspection, the Applicant shall submit a written request for release of the Maintenance Assurance to the Director or their designee. The written request must be accompanied by court minutes or other proof of Commissioners Court acceptance of the Roadway. The request shall be made no sooner than sixty (60) Days before the Commissioners Court acceptance of the Roadway.

III. If the deficiencies are not promptly remedied, the County shall make the repairs and draw on the Maintenance Assurance for payment.

03.10.D. Acceptance of Regulated Roadway.

I. Acceptance of a Regulated Roadway is not complete until the Commissioners Court has voted to accept the Regulated Roadway for maintenance following and consistent with an approved Final Plat and final inspection of all associated Public Infrastructure.

03.11. Abandonment Process for County Roads.

03.11.A. Commissioners Court Approval Required

The Commissioners Court may vote to abandon a section of Regulated Roadway and associated Right-of-Way under the following conditions:

I. The Owners fronting either site of the Right-of-Way have petitioned the Commissioners Court for the release or abandonment of the Right-of-Way;

II. The Roadway is not shown on the County's adopted Transportation Plan;

III. Abandonment of the Regulated Roadway will not negatively impact the ability of parties not included in the petition to maintain ingress and egress to any property;

IV. Properties using the Regulated Roadway for access:

   a. have an alternative means of access; or

   b. A legal entity has been established to take over the ownership and maintenance of the Roadway, and produce evidence of sufficient funds to provide for future maintenance;

V. Adequate access for emergency vehicles is maintained; and

VI. The County Right-of-Way is free of public or private utilities, unless such utilities consent to be placed within an Easement and access is maintained.

03.11.B. Conditions for Public Safety and Access

The Commissioners Court may establish other conditions it deems necessary to provide for public safety and access and preserve the County's thoroughfare network.

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Chapter 103. Conservation.

Article 103.01. Purpose, Authority, and Applicability.

01.01. Purpose.

This Chapter establishes voluntary conservation-based development options intended to balance and incentivize the protection of significant natural, agricultural, scenic, historic, and water resources with the orderly development of land in Hays County. The standards in this chapter and described within the Conservation Development Guidelines are intended to encourage flexible and efficient development patterns, preserve open space and rural character, protect groundwater and surface water resources, reduce long-term impacts on public infrastructure and services, and direct additional development intensity to areas capable of supporting it through Conservation Development and Transfer of Development Rights as defined in the County's adopted or amended Conservation Development Guidelines.

01.01.A. Conservation Development is intended to:

I. Allow for greater flexibility and creativity in the design of Development;

II. Encourage the permanent preservation of:

a. Open space;

b. Ranch and agricultural lands;

c. Woodlands and wildlife habitat;

d. Natural resources, including aquifers;

e. Water bodies and Wetlands; and

f. Historical and archeological resources;

III. Promote interconnected greenspace and corridors throughout the community;

IV. Protect community water supplies;

V. Encourage a more efficient form of Development that consumes less open land and conforms to existing topography and natural features better than a conventional Subdivision;

VI. Facilitate the construction and maintenance of housing, streets, utilities, and public service in a more economical and efficient manner;

VII. Facilitate the provision of community services in a more economical and efficient manner;

VIII. Foster stewardship of the land and wildlife in the County; and,

IX. Preserve the vestiges of central Texas rural and natural character remaining in Hays County.

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01.02. Authority.

Legal Authority for adopting and enforcing the requirements in this Chapter is granted to the County under Texas Local Government Code (TLGC) in Chapters **232**, **233**, **234**, **241**, **242** and **352** and under the Texas Water Code in Chapters **26** and **35**.

01.03. Applicability.

01.03.A. General Requirements.

This Chapter shall govern activities associated with the design and Development of a Conservation Development, including construction of Infrastructure and utilities, the construction and dedication of features to the County for maintenance and operation, and documenting and recording the requirements for these activities based on the approval of the Commissioners Court.

01.03.B. Designation of Conservation Development Not Required.

No Application for a Development Authorization shall be required to be a Conservation Development. Applications meeting the criteria or requirements set forth in this Chapter and other applicable Chapters shall be approved as a Conservation Development.

01.03.C. Approval Required Prior to Construction.

Approval of the Commissioners Court is required prior to the construction and Development of a Conservation Development, unless excluded or exempted under State Law or as exempted below.

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01.03.D. Applicability of Other Chapters.

An Application for a Conservation Development shall meet all other applicable Chapters of these Regulations, except as specifically waived, exempted or modified under this Conservation Development Ordinance.

Article 103.02. Process.

02.01. General Requirements and Application Procedures.

I. General Requirements

II. Applications to the Commissioners Court for Conservation Developments pursuant to these Regulations are subject to the general requirements and Application procedures set forth in Chapter 101 and Chapter 102 of these Regulations.Fee(s)

a. Applications for Conservation Developments shall be assessed a refundable fee upon submission, as established by the Commissioners Court. Fees paid shall be refunded to the Applicant upon the issuance of a Development Authorization for the Conservation Development and the submission of a written request for refund submitted to the Department. Application fees for Conservation Development shall not be refunded if the Application is withdrawn or if the Application is issued a Development Authorization that is not for a Conservation Development. Any fees submitted with an Application for Conservation Development may be credited toward any other required fees in the event that a Development Authorization is issued that is not for a Conservation Development.

02.02. Types of Conservation Development.

For a comprehensive list of Conservation Developments, requirements, and designation process, see the Hays County Conservation Development Guidelines. To begin the application process or for questions, please contact Hays County Development Services.

02.02.A. Development Authorizations and Conservation Easements

I. The following types of Development Authorizations authorized under these Regulations shall be applicable to Conservation Development:

a. Subdivisions, processed in accordance with **Chapter 102**;

b. Site Development Plans, processed in accordance with **Article 109.02**; and,

c. Voluntary Conservation Easements.

II. The County shall review and process the Application as appropriate to the development activities included in the Application and as otherwise prescribed by these Regulations and applicable law.

02.03. Applicability of Other Chapters.

Except as specifically modified in this **Chapter 102.03.07**, the Applicant, Owner and Permittee for a Conservation Development is subject to the other applicable Chapters from these Regulations.

02.04. Supplemental Information.

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In addition to the items required to be submitted with the Application in accordance with **Chapter 102** and the applicable Chapter(s) under which the Conservation Development Authorization is being requested, the Applicant shall submit the following information:

I. A conceptual land plan for the proposed Conservation Development;

II. A list of all legal documents necessary to preclude or limit Development within the Conservation Development, including any restrictive covenants, conservation restrictions, Conservation Easements, excess conservation space/impervious cover transfer documents, and Variance or waiver or exemption requests/Applications, with an accompanying narrative explaining the document's general provisions, purpose or justification;

III. An Ecological Assessment report, including the following:

a. A site analysis map, including but not limited to springs, streams, riparian corridors, Wetlands, floodplains, caves, karst features, wildlife habitat, steep slopes, wildfire-prone lands, and other environmentally sensitive or hazardous lands;

b. A site context map;

c. The most recently available aerial photos, but not older than four years old, of the site and of the context area; and,

d. Narrative discussion or explanations adequate to fully identify, explain and inform as to the nature of the land's natural features and the rationale for their

prioritization for protection within a conservation space area and meeting the terms or requirements identified in the Conservation Development Design Manual;

e. Scenic view preservation plan;

f. Owners association documents including any architectural and landscaping design standards or restrictive covenants meeting the requirements of this **Chapter 102.03.07**;

g. An Integrated Pest Management Plan meeting the requirements of this **Chapter 102.03.07**;

h. An Ecological Assets Management Plan meeting the requirements of this **Chapter 102.03.07**;

i. Draft of the Conservation Development Agreement meeting the terms or requirements identified in the Conservation Development Design Manual; and,

j. All additional information required by the Department necessary to determine compliance with the Conservation Development concepts present in the Conservation Development Guidelines.

02.05. Communication with Precinct Commissioner.

The Applicant or the Applicant's Authorized Agent for a Conservation Development is required to contact the Commissioner(s) in whose precinct(s) the proposed Subdivision is located prior to the submission of the Application.

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02.06. Pre-Submittal Meeting.

An Application for a Conservation Development may not be accepted by the Department for filing before the Applicant meets with the Department in a pre-submittal meeting. The purpose of the pre-submittal meeting is to acquaint the Department with the proposed development, including its ecological assessment and conceptual land plan(s), and to provide the Applicant with preliminary staff comments and to identify major concerns or needs for additional information. The Applicant shall prepare the required ecological assessment and conceptual land plan for the proposed Conservation Development and furnish these documents to the Department at least fifteen (15) days prior to the pre-submittal meeting. If requested, the Applicant shall meet with Designated Representative(s) of the Department at the Subject Property for a site tour prior to, or in conjunction with, the pre-submittal meeting.

02.07. Development Authorizations for Conservation Developments.

02.07.A. Types of Conservation Developments

The following types of Development Authorizations authorized under these Regulations shall be applicable to Conservation Developments:

a. Subdivisions; and,

b. Manufactured Home Rental Community Permits.

02.07.B. Withholding of Incentives

I. Any incentive provided under this **Chapter 102.03.07** or other rights and benefits to an Applicant, Permittee, or Owner, or a prorated portion thereof, may be withheld at the discretion of the Department until:

a. A copy of the written confirmation of the construction or installation, and operation if applicable, of all resource conservation measures necessary to meeting the provisions of this **Chapter 102.03.07** is provided to the Department; or,

b. A resource conservation verification inspection has been completed by the Department, including the correction of the cause(s) for failure to pass a resource conservation verification inspection.

II. Failure by the County to provide incentives as stipulated in a Conservation Development Agreement and subject to the agreement's notice and cure provisions will entitle the Subject Property to be developed under the County rules and Regulations in effect on the effective date the agreement.

Article 103.03. Regulations and Requirements.

03.01. Conservation Development Design.

03.01.A. Conservation Space

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A Conservation Development shall include a minimum percentage of land to be designated as permanent Conservation Space, not to be further subdivided or developed, meeting the conditions specified below:

I. A minimum of fifty percent (50%) of the Subject Property's total acreage shall be designated as a single contiguous land area, Lot or tract of Conservation Space that conforms to the following design criteria:

a. A Conservation Space shall not be less than ten (10) acres in size;

b. Impervious Cover within or adjoining the Conservation Space plus a continuous or surrounding undisturbed buffer of at least twenty-five (25) feet from the Impervious Cover's external most edge shall not be included in calculating or meeting the Conservation Space requirements of this **Chapter 102.03.07**;

c. Areas within rights-of-way, access Easements, utility Easements or any other granted property right or dedication that allows the alteration or disturbance of land or vegetation of the property plus a continuous or surrounding undisturbed buffer of at least twenty-five (25) feet from the potential alteration or disturbance right's external most edge shall not be included in calculating or meeting Conservation Space requirements;

d. Adequate access to the Conservation Space by way of Regulated Roadways or usable access Easements not less than twenty (20) feet in width will be dedicated to the public for use by the County and the Permittee;

e. Scenic or Historic Preservation Buffer areas connected to Conservation Space and having a consistent width of at least one-hundred and fifty (150) feet may be included in the Conservation Space acreage if it also meets the other Conservation Space requirements of this **Chapter 102.03.07**;

f. Scenic or Historic Preservation Buffer areas disconnected from Conservation Space or having any portion less than one-hundred and fifty (150) feet in width may account for up to five percent (5%) of the Conservation Space acreage requirement of this **Chapter 102.03.07**; and,

g. The Conservation Space requirements of this **Chapter 102.03.07** may be met through the transfer of excess Conservation Space from another property as provided in **Chapter 103.03.05** of this **Chapter 102.03.07** and under such transfer requirements or guidelines as may be established by the County.

II. No more than fifty percent (50%) of the Conservation Space requirement of **Chapter 103.03.01.A.I** above is to be land that is mandated to be preserved as Primary Conservation Area.

III. The Conservation Space shall be designed to include the Significant and/or Meaningful Features for preservation through an Ecological Assets Management Plan submitted with or prior to the Conservation Development Application. The Ecological Assets Management Plan shall allocate as Conservation Space at least seventy-five percent (75%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation.

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IV. The design of a Conservation Space may be adjusted or modified by the County through a Variance without exceeding the Applicant's proposed conservation space total acreage or materially reducing the proposed net economic benefit to the Applicant from development of the property as a Conservation Development for any of the following reasons:

a. To include preferred ecological or cultural features;

b. To maximize the ecological value of habitat areas;

c. To improve the connectivity of the Conservation Space with current or potential conservation and open space on adjacent or contiguous land;

d. To reduce Conservation Space fragmentation and provide for or improve the connectivity of Conservation Space within the Conservation Development;

e. To provide for or improve the alignment and continuity of design of the Conservation Space;

f. To provide for or improve the efficiency and effectiveness of managing the Conservation Space;

g. To provide for or improve the sustainability of the Conservation Space and protect it from undesirable or unmanaged access and use; or,

h. To adjust or correct for unintended consequences arising from conflicts between provisions of the Conservation Development Ordinance and other governmental requirements.

V. All Conservation Space within a Conservation Development must be designated in a Conservation Easement or other appropriate legal instrument that governs subsequent Subdivision or development of the Conservation Space in perpetuity. These legal instruments shall address the following issues:

a. Identification of the Person that will exercise the rights under the Conservation Easement;

b. Identification of allowable future uses of the property subject to the Conservation Easement and any prohibitions on development activities necessary to comply with the intended uses and these Regulations; and,

c. Any financial arrangements made between the parties to ensure compliance with the requirements of the Easement and these Regulations.

03.01.B. Scenic and Historic Preservation Buffers

A Conservation Development may include Scenic and Historic Preservation Buffers of undisturbed and undeveloped land with the following characteristics:

I. Boundary Roadways adjacent to the Subject Property and Roadways within the Subject Property identified in a regional transportation plan approved by the County or identified as Arterials or Major Collectors under **Chapter 105** of these Regulations shall have the following Scenic Preservation Buffers on the Subject Property:

a. At least fifty (50) feet for single-family or Duplex development; and,

b. At least seventy-five (75) feet for commercial development;

II. The perimeter of the Subject Property not adjacent to the Roadways identified in **Chapter 103.03.01.B.I** above shall have a Scenic Preservation Buffer of at least fifty (50) feet;

III. A preserved historic or archeological site that is determined to be a Significant and/or Meaningful Feature shall have an Historic Preservation Buffer of at least one hundred (100) feet;

IV. Limited development within a Scenic Preservation Buffer is allowed for approved directional or entry signs, underground utilities, trails, drainage facilities, and Driveways or access drives that run perpendicular to boundary Roadways or the property's perimeter;

V. Natural vegetative cover within a Scenic or Historic Preservation Buffer shall be retained or restored to the maximum extent practicable and Scenic Preservation Buffers along boundary Roadways shall be landscaped with native trees or other vegetation so as to obscure the property's buildings and other structures to the maximum extent practicable;

VI. Scenic or Historic Preservation Buffers shall not be included in any Lot intended for residential or commercial development; and,

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VII. Wastewater disposal or effluent Application is prohibited in Historic Preservation Buffers, but is allowed in Scenic Preservation Buffers, if otherwise in compliance with these Regulations.

03.01.C. Ecological Assets Management Plan

Conservation Space within a Conservation Development must be managed and maintained under an approved Ecological Asset Management Plan that meets the standards and criteria established in this Chapter.

03.01.D. Impervious Cover

I. Impervious cover within the Subject Property of a Conservation Development shall conform to the following criteria:

a. For Subject Property within the Edwards Aquifer Recharge Zone a Groundwater Management Zone, or within the setback area of a sensitive environmental feature or stream, impervious cover existing or to be developed shall not exceed fifteen percent (15%);

b. For Subject Property outside of the Edwards Aquifer Recharge Zone impervious cover existing or to be developed shall not exceed twenty percent (20%);

c. For the purposes of this **Chapter 102.03.07**, Impervious Cover shall be calculated on a gross site area basis in accordance with the TCEQ "Edwards Aquifer Technical Guidance Manual," the LCRA "Highland Lakes Ordinance, Water Quality Management Technical Manual," or other industry standard procedure acceptable to the County;

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d. For the purposes of this **Chapter 102.03.07**, trails within a Conservation Space shall not be considered as Impervious Cover;

e. For the purposes of this **Chapter 102.03.07**, historic or archeological structures or their remnants and stone walls shall not be considered as Impervious Cover; and,

f. The Impervious Cover requirements of this section may be met through the transfer of excess impervious cover from another property as provided in **Chapter 103.03.05** of this **Chapter 102.03.07** and under such transfer requirements or guidelines as may be established by the County.

03.01.E. Conservation Roadway and Driveway Design Standards

The Roadway standards in **Chapter 105** shall apply to Conservation Developments under this **Chapter 102.03.07**.

03.01.F. Requirements for Property Owners Associations

Property Owners association covenants, conditions and restrictions required by this **Chapter 102.03.07** shall be adopted and enforced for all Conservation Developments approved under this **Chapter 102.03.07**.

03.01.G. International DarkSky Association Approved Outdoor Lighting

In order to conserve the natural ecosystem functions within the site area, Dark Sky approved lighting should be abided by to reduce light trespass and maintain natural light

levels as closely as possible. Requirements will vary depending on the incentive category chosen by the development as defined in the Conservation Development Guidelines. The following applies to all lighting within the ROW, residential construction, and commercial construction within the property:

I. I. Lighting shall abide by the DarkSky Program's Five Principles for Outdoor Lighting.

II. II. Lighting installed shall be DarkSky Approved in accordance with the DarkSky Approved lighting list.

03.02. Resource Conservation.

03.02.A. Energy Conservation

I. All new residential construction within the property may be designed and built to achieve at least a fifteen percent (15%) energy use savings above the State of Texas Energy Code requirements or shall be in attainment of the minimal standards of the Environmental Protection Agency's Energy Star program.

II. All new commercial Development construction within the property may be designed and built to achieve at least a twenty percent (20%) energy use savings above the State of Texas Energy Code requirements.

03.02.B. Water Conservation

The following water conservation provisions may be incorporated into the building and landscaping designs of the Conservation Development:

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I. All new construction within a Conservation Development shall be designed and built to achieve at least fifteen percent (15%) indoor water use savings above the Environmental Performance Standards for Plumbing Fixtures, **Chapter 372** of the Texas State Health and Safety Code or the plumbing or Fire Code requirements of the Reviewing Authority, whichever is more stringent;

II. Unless otherwise approved by the County, plumbing fixtures and/or their installation shall meet the following:

a. Toilets shall be selected from the City of Austin, Texas, Water Conservation Program Rebate Toilets list; and,

b. Total flow rate for all shower heads installed in a shower enclosure shall not exceed two and three-quarter (2.75) gallons of water per minute;

III. All installed landscaping and landscape irrigation systems shall be installed to meet the criteria or requirements in the Conservation Development Design Manual;

IV. All landscaping plants and seed shall be native to the development's Ecoregion of the Edwards Plateau and/or Blackland Prairies. This includes, but is not limited to, all grasses, sedges, shrubs, trees, vining, and flowering plants;

a. Native-adapted vegetation shall not be used in place of native vegetation;

b. Drought-adapted landscaping is preferred.

03.02.C. Materials Conservation

All new construction (Building envelope, framing and flooring) within the property should strive to be constructed of at least twenty percent (20%) recycled or reclaimed content material or materials manufactured from renewable resources.

03.02.D. Alternative Conservation Standards

I. New residential construction in a Conservation Development shall satisfy the energy, water and materials conservation requirements of this **Chapter 102.03.07**if they meet standards generally established to achieve the conservation levels identified above that are issued by the following entities or programs:

   a. National Association of Home Builders (NAHB) Green Building Guidelines or an NAHB approved Texas program;

   b. U.S. Green Building Council, LEED Homes Program, as finally adopted;

   c. City of Austin, Austin Electric Green Building Program Residential Two Star Rating;

   d. Green Globes Environmental Assessment and Rating System; or

   e. Green building programs approved or sponsored by the Texas Association of Builders or by the local land development regulatory jurisdiction.

II. New commercial construction in a Conservation Development shall satisfy the energy, water and materials conservation requirements of this **Chapter 102.03.07**if they meet the standards generally established to achieve the conservation levels identified above that are issued by the following entities or programs:

   a. U.S. Green Building Council, LEED certification;

   b. City of Austin, Austin Electric Green Building Program for Commercial Buildings.

   c. Green building programs approved or sponsored by the local land development regulatory jurisdiction.

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03.02.E. Conservation Effort Verification

I. Applicant and or the Permittee shall submit calculations showing building design and or proposed installations of resource conserving materials, fixtures, appliances and equipment to meet the resource use reduction requirements of the above corresponding conservation standards, incentive categories laid out in the Conservation Guidelines, and/or requirements of this **Chapter 102.03.07**;

II. At or prior to the purchase or final acceptance of any new construction by a Permittee, the Developer or builder of the new construction shall certify to said Permittee in writing the construction or installation, and operation if applicable, of all conservation measures necessary to meeting the provisions of this **Chapter 102.03.07** in the new construction. The certification shall be signed and dated by the final Owner as their acceptance and confirmation of the construction, installation and operability of the conservation measures.

III. The County shall retain the right to verify the construction or installation, and operation if applicable, of any and all conservation measures proposed or planned in

order to meet the provisions of this **Chapter 102.03.07** through a building inspection up to twelve months from the date of original occupancy of any said building.

03.03. Preferred Development Areas.

03.03.A. Designation of Preferred Development Areas

I. The provisions of this **Chapter 103.03.03** shall relate to Conservation Developments in Preferred Development Areas. The Department shall maintain and publish the locations of Preferred Development Areas designated by the Commissioners Court.

II. The Commissioners Court may designate Preferred Development Areas by adopted map, order, Development Regulations, or other official action. In designating a Preferred Development Area, the Commissioners Court may consider the availability or planned availability of water, wastewater, roadway capacity, drainage facilities, emergency services, and other public Infrastructure; the suitability of land for additional development intensity; consistency with adopted County plans and interlocal agreements; and the avoidance or reduction of Development impacts to sensitive environmental, agricultural, scenic, historic, or water resource areas.

03.03.B. Commercial Development as Conservation Development

Notwithstanding any other provisions of this **Chapter 103.03.03**, commercial development shall be considered a Conservation Development if it is within a Preferred Development Area and meets the following provisions:

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I. The requirements for Conservation Space as outlined in **Chapter 103.03.01.A** and **Chapter 102.03.07** may be modified as follows:

a. The minimum area designated as a single contiguous land area, Lot or tract of Conservation Space shall be equal to thirty percent (30%) of the Subject Property's total acreage;

b. **Chapter 103.03.03**A Conservation Space shall not be less than two (2) acres in size;

c. The Conservation Space requirements of this **Chapter 103.03.03** may be met through the provision of Conservation Space on another property at a location within a Preferred Development Area as provided in **Chapter 103.03.05** of this **Chapter 102.03.07** and under such transfer requirements or guidelines as may be established by the County;

d. The conservation space requirements of this section may be met through the transfer of excess Conservation Space from other property as provided in **Chapter 103.03.05** of this **Chapter 102.03.07** and under such transfer requirements or guidelines as may be established by the County; and,

e. The buffer requirements of this section may be waived by the County if the Conservation Space is provided in a commons, community plaza, park or town square within the Subject Property.

II. The requirement for the Ecological Assets Management Plan as outlined in **Chapter 103.03.01.C** of this **Chapter 102.03.07** may be modified as follows:

a. The Ecological Assets Management Plan shall allocate as Conservation Space at least fifty percent (50%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation;

b. For Conservation Space provided outside of the Subject Property's Preferred Development Area, the Ecological Assets Management Plan shall allocate as Conservation Space at least seventy-five percent (75%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation; or,

c. For Conservation Space provided in a common or community plaza, square, green or park within the Subject Property, the Ecological Assets Management Plan shall allocate as Conservation Space at least twenty five percent (25%) of the Significant and/or Meaningful Features or area identified in the Ecological Assessment as requiring preservation.

III. The requirements for Impervious Cover as outlined in **Chapter 103.03.01.D** may be modified as follows:

a. For Subject Property within the Edwards Aquifer Recharge Zone, Impervious Cover existing or to be developed shall not exceed thirty-five percent (35%); or,

b. For Subject Property outside the Edwards Aquifer Recharge Zone, Impervious Cover existing or to be developed shall not exceed sixty-five percent (65%).

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03.04. Conservation Development Agreement.

03.04.A. Agreement Required

The Permittee and the Owner shall enter into a Conservation Development Agreement with the County prior to or simultaneous with the issuance of the Development Authorization by the County. For Conservation Developments, a Development Authorization issued by the County shall not be effective until said Conservation Development Agreement is signed and recorded in the Official County Records. The Conservation Development Agreement shall commit the property to be developed only as a Conservation Development under the terms of this Chapter and shall contain such other conditions as are mutually acceptable to the Permittee, Owner, and the County. Said agreement shall entitle the Permittee and the Owner, their assigns and successors to development under the conditions of this **Chapter 102.03.07**, unless expired.

03.04.B. Agreement Allowed

An Owner who wishes to assure their property's future development is in compliance with the provisions of this **Chapter 102.03.07**, may, without applying for a Development Authorization, enter into a Conservation Development Agreement with the County. Said agreement shall entitle the property Owner, their assigns and successors to development under the conditions of this **Chapter 102.03.07**, to the same degree as a Conservation Development that is issued a Development Authorization. Acceptance of a Development Agreement by the County shall entitle the property covered by the agreement to be developed as a Conservation Development in accordance with the development Regulations and process requirements in effect on the date the agreement is filed in the Official County Records.

03.04.C. Agreement to Run With Land

A Conservation Development Agreement approved by the County and a property Owner shall run with the land and shall only be amended with the approval of the Commissioners Court. Said agreement shall be recorded in the Official Records of the County.

03.05. Off-Site Transfers for Conservation Development.

The following procedures govern the transfers of Conservation Space, Impervious Cover and other authorized Transfer Commodities used in conjunction with Development Authorizations for Conservation Development issued under this **Chapter 102.03.07**.

03.05.A. Transfer Commodities

The following items shall qualify as transfer commodities for the purposes of this Chapter:

I. Conservation Space in excess of that required under this **Chapter 102.03.07**; and,

II. Unutilized Impervious Cover, up to the limits specified in this **Chapter 102.03.07**.

03.05.B. Origin Sites Within the Jurisdiction of these Regulations

I. A Subject Property that is located in Hays County within the jurisdiction of these Regulations and outside of a Preferred Development Area that is approved as a Conservation Development with available transfer commodities may transfer credit for such available transfer commodities to other properties in Hays County that are within the same watershed or are contiguous to the Subject Property.

II. A Subject Property that is located in Hays County within the jurisdiction of these Regulations and within a Preferred Development Area that is approved as a Conservation Development with available transfer commodities may transfer credit for such available transfer commodities only to other properties in Hays County that are within the same designated Preferred Development Area.

III. A Subject Property that is located in Hays County that is approved as a Conservation Development that conveys available transfer commodities to another property in Hays County or another location must document such conveyance within the Record Documents.

IV. If the conveyance of available transfer commodities from a property within the jurisdiction of the County has been authorized in a Development Authorization, and upon the written request of an Applicant, Owner or Permittee, the Department may issue a statement to other Persons indicating that such conveyance has been authorized.

03.05.C. Sending Sites Outside the Jurisdiction of These Regulations

I. An Applicant may request the conveyance of transfer commodity credit from a property outside the jurisdiction of these Regulations in the following instances:

a. The property from which the transfer commodities are conveyed is within the same watershed or contiguous to the Subject Property; and,

b. The Applicant provides documentation that the regulatory entities having jurisdiction over land development activities for the Sending Site are aware of the

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nature and quantity of the transfer commodities being conveyed and that they do not object to such transfer.

II. Approvals for the conveyance of transfer commodities from Sending Site outside the jurisdiction of these Regulations is subject to approval by the Commissioners Court. The County is in no way obligated to accept such transfers.

III. If the conveyance of available transfer commodities from a property outside the jurisdiction of the County has been authorized in a Development Authorization, the Director will forward notice of the approval of such conveyance to the regulatory entities having jurisdiction over land development activities for the Sending Site for which documentation has been supplied by the Applicant.

Article 103.04. Transfer of Development Rights.

04.01. Purpose.

04.01.A. Voluntary Transfer

I. This Article establishes a voluntary Transfer of Development Rights program for Hays County for the purpose of:

a. Preserve agricultural and ranch lands, open space, rural character, scenic vistas, historic and cultural resources, and other lands where permanent or long-term conservation serves the public interest;

b. Protect the Edwards Aquifer Recharge Zone and Edwards Aquifer Contributing Zone and contributing areas, springs, streams, riparian corridors, Wetlands, floodplains, caves, karst features, wildlife habitat, steep slopes, wildfire-prone lands, and other environmentally sensitive or hazardous lands;

c. Direct additional development away from features listed above and toward Preferred Development Areas, utility-served corridors, and other locations where roads, drainage, water, wastewater, emergency response, and related facilities can adequately support additional growth;

d. Provide a market-based conservation option that compensates landowners for permanently limiting development on eligible land while allowing equivalent Development Authorizations to be used in more suitable locations; and

e. Reduce inefficient growth patterns in the unincorporated area of the County while promoting retention and preservation of open space.

04.01.B. Approval of Credit for Transfer

I. The transferable unit created and administered under this **Article 103.04** shall be called a TDR Credit.

II. Credits and transfers must be approved by the Commissioners Court before taking effect.

III. Upon approval of TDR Credit, the Director or their designee will log the credit in the official record of the County.

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IV. The Director is responsible for maintaining and updating the official map of property approved for TDR Credit.

04.01.C. Limitation of Authority

I. This **Chapter 103.04.01.C** is intended to apply voluntarily to property Owners who elect to be subject to its requirements.

II. This article shall be interpreted to operate only within the authority granted to Hays County by applicable law.

III. Nothing in this Article shall be construed to create zoning authority not otherwise granted under Texas law.

IV. TDR Credit may be used only to the extent the County otherwise regulates or approves Development Authorizations in the exercise of these Regulations.

04.01.D. Definitions Specific to This Section

1. *Receiving District*

   A mapped area designated by the Commissioners Court as eligible to accept TDR Credits.

2. *Receiving Site*

   Property approved to receive and use TDR Credits or conservation credits upon approval of a Transfer of Development rights or Conservation Development.

3. *Sending Site*

   Land from which TDR Credits or conservation credits are severed and restricted following approval of a Transfer of Development Rights or Conservation Development.

4. *TDR Credit*

   One (1) residential Lot equivalent, dwelling-unit equivalent, or other transferable unit established in the TDR Schedule.

5. *TDR Registry*

   The public ledger maintained by the County showing the issuance, listing, transfer, attachment, retirement, and status of TDR Credits.

6. *TDR Schedule*

   The schedule adopted by the Commissioners Court establishing calculation methods, conversion ratios, forms, caps, and administrative rules.

04.02. Sending Sites.

04.02.A. Eligibility

A tract may be certified as a Sending Site if the Commissioners Court finds that:

I. The tract lies within the unincorporated area of Hays County or within another area where the County has lawful review authority, or qualifies for an interjurisdictional transfer under **Chapter 103.04.02.B**;

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II. The tract is under unified ownership or all Owners of record have joined in the Application;

III. The tract has a demonstrable Baseline Authorized Yield that may lawfully be severed, in whole or in part, from the property;

IV. The tract contains one or more priority conservation resources including but not limited to natural springs or wildlife habitat;

V. The tract can be permanently restricted by Conservation Easement, deed restriction, restrictive covenant, or comparable instrument approved by the Hays County Criminal District Attorney's Office; and

VI. The tract is not the subject of unresolved violations, title defects, or other conditions that prevent accurate calculation or lawful severance of development rights.

04.02.B. Priority Sending Sites include land containing one or more of the following:

I. Areas that are fully or partially in a Priority Groundwater Management Area (PGMA) established under **Chapter 35** of the Texas Water Code;

II. Active or viable agricultural, ranching, or open-space land;

III. Areas within the Edwards Aquifer Recharge Zone or Edwards Aquifer Contributing Zone, springs, streams, or wetlands;

IV. Mapped floodplains, floodways, steep slopes, geologic hazards, wildfire-prone lands, caves, or karst features;

V. Critical habitat, migration corridors, large connected habitat blocks, or other land identified by the County or another competent public agency as environmentally significant;

VI. Scenic corridors, ridgelines, heritage landscapes, historic sites, archaeological resources, or culturally-significant landscapes; and

VII. Conservation-development projects containing excess conservation space, unused impervious-cover allowances, or other available transfer commodities recognized by County Regulations;

VIII. any additional category designated by the Commissioners Court in the TDR Schedule or on the TDR Map.

04.02.C. Residual Development Rights

A Sending Site may retain existing lawful structures, agricultural operations, and a limited number of expressly reserved building envelopes or retained units, but only if those retained rights are described in the recorded restriction and deducted from the TDR Credit calculation. Any development potential not expressly retained shall be deemed severed or extinguished as provided in the recorded instrument

04.02.D. Geographic Transfer Rules

I. A Sending Site located outside a Preferred Development Area may transfer TDR Credits only to a Receiving Site in the same watershed, the same Receiving District, or another area specifically approved by the Commissioners Court upon written findings

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that the transfer provides equal or greater conservation benefit and will not create material additional burdens on County facilities or resource-protection objectives.

II. A Sending Site located within a Preferred Development Area may transfer TDR Credits only to a Receiving Site within the same Preferred Development Area or within a Receiving District specifically designated by the Commissioners Court for that Preferred Development Area, unless the Commissioners Court approves another destination by written findings.

III. The Commissioners Court may approve a Sending Site located outside the County's jurisdiction if:

a. The originating tract is in the same watershed as the proposed Receiving Site, contiguous to it, or within a Preferred Development Area designated by an adjacent county;

b. the originating jurisdiction or regulator has received Written Notice and has provided written non-objection or other approval acceptable to the Commissioners Court; and

c. The Commissioners Court finds that acceptance of the transfer is in the County's interest and consistent with the intent of this **Article 103.04**.

04.02.E. Ineligible Sending Sites

The following do not qualify unless expressly approved by the Commissioners Court with specific findings:

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I. Property already permanently restricted against development where no severable development potential remains;

II. Property proposed as mandatory mitigation for another approval if the same conservation value would be counted twice;

III. Roadway Right-of-Way or land to be dedicated for required Public Infrastructure;

IV. Property with unresolved title disputes or delinquent instruments that prevent clear recordation.

04.03. Receiving Sites.

04.03.A. Designation as Receiving Site

The Commissioners Court may designate a property as a Receiving Site only if the property is located within a Preferred Development Area or Receiving District designated by the Commissioners Court.

04.03.B. Use of TDR Credits at Receiving Sites

I. TDR Credits may be used in residential development to increase the maximum number of Lots or Dwelling Units on the Receiving Site.

II. The Commissioners Court may approve a Development Agreement allowing for TDR Credits to be used in commercial or mixed-use development to increase the maximum building footprint or impervious area of a site, but TDR Credits may not be used to authorize a use that is not otherwise authorized for the Receiving Site.

04.03.C. Eligibility Standards

I. The Commissioners Court may designate a property as a Receiving Site only if the Applicant or property Owner demonstrates the following:

a. The site is within an area subject to County jurisdiction and is otherwise legally qualified and technically capable of supporting the proposed Development based on the ability to meet requirements in **Chapter 104** for adequate facilities, including facilities related to water, wastewater, Roadways and access, stormwater, water quality and floodplain;

b. The site is suitable for additional development intensity compared to the Sending Site.

04.03.D. In considering suitability, the Commissioners Court must consider not only Lot yield but also topography, wildfire risk, flood risk, and proximity to services such as fire and emergency response and the ability to mitigate each risk;

a. A Receiving Site should not require a waiver of requirements related to public safety, drainage or flood requirements, or health, including requirements related to OSSF, to accommodate the proposed development intensity;

b. The proposed use of TDR Credits at the site is consistent with adopted County plans, policies, and Interlocal Agreements.

II. The Commissioners Court may conditionally approve a Receiving Site for Development subject to the phased construction of Infrastructure consistent with the requirements of **Article 102.02**.

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04.04. Calculations.

04.04.A. Baseline Authorized Yield for Sending Sites

I. The Director or designee will verify the Baseline Authorized Yield of both the Sending Site and the Receiving Site using the Regulations applicable when the Determination of Administrative Completeness is issued, or as determined by a successful Vested Rights petition (see **Chapter 102.02.01.C**).

II. The Baseline Authorized Yield determination must account for:

a. Net developable acreage under these Regulations;

b. Access and frontage requirements;

c. Required dedications and Easements;

d. Water, wastewater, Groundwater, and OSSF availability or suitability;

e. Any other limitation that limits, either through regulatory limitations or technical limitations, Development of the Sending Site.

04.04.B. Sending Site Credit Formula

I. Unless the Commissioners Court approves a Development Agreement establishing an alternative rate, one (1) TDR Credit equals one (1) residential Lot or one (1) Dwelling Unit.

II. Unless otherwise approved by the Commissioners Court, the number of TDR Credits available from a Sending Site must not exceed the Baseline Authorized Yield, minus:

a. Any previously transferred TDR Credits from the Sending Site;

b. Existing Lots of record on the Sending Site; and

c. Dwelling Units to be retained on the Sending Site.

III. Fractions of a credit are calculated by the following method:

a. 0.1 to 0.4 credits are rounded down to the nearest whole credit;

b. 0.5 to 0.9 credits are rounded up to the nearest whole credit.

IV. If the proposed Sending Site is developed as a conservation Development under **Chapter 102.03.07**, the Commissioners Court may approve the use of TDR Credits based on the area of the conservation development (acting as the Sending Site) that is permanently preserved and restricted from Development in a Conservation Easement.

V. Unless the Commissioners Court approves an alternative method of calculation, the maximum authorized yield on a Receiving Site after transfer of TDR Credit equals the site's Baseline Authorized Yield plus the number of TDR Credits.

VI. In approving TDR Credits, the Commissioners Court may impose conditions upon either or both of the Receiving Site and Receiving District to protect Public Infrastructure, facilities, emergency access, or other conditions the Commissioners Court finds necessary to preserve the safety, health, and welfare of the public.

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04.05. Development Limitations.

04.05.A. Applicability of Standards Not Waived

I. Unless approved by the Commissioners Court, approval of TDR Credits for a Receiving Site does not constitute a waiver of any applicable standard established by these Regulations or by State or Federal Law.

II. A Receiving Site may use TDR Credits only as approved under an approved Preliminary Plan or Plat.

III. Prior approval of a Preliminary Plan or Plat does not guarantee the availability or use of TDR Credits on a property except as established consistent with this **Article 103.04**.

04.05.B. Same-Watershed Rule

Unless otherwise approved by the Commissioners Court, at least seventy-five percent (75%) of the TDR Credits attached to a Receiving Site must originate from a Sending Site located in the same watershed.

04.05.C. Permanent Site Restrictions

I. A Sending Site is permanently limited to the uses, structure footprint, and development rights expressly retained in the Commissioners Court order establishing the TDR Credit transfer or TDR Schedule.

II. Site restrictions and TDR Credits may not be amended, annulled, or retired except by action of the Commissioners Court and transfer with transfer of ownership of the property.

04.06. Documentation of Restrictions.

04.06.A. Sending Site Instrument

I. As a condition of Preliminary Plan or Final Plat approval for the Receiving Site, and before TDR Credits are considered to be in effect, the Owner of the Sending Site must execute and record an instrument permanently restricting Development consistent with the TDR Credits transferred.

II. The instrument may be one of the following:

a. Conservation Easement;

b. Deed restriction;

c. Restrictive covenant; or

d. Comparable instrument approved by the Hays County Criminal District Attorney's Office.

III. The instrument must contain the following information before recording:

a. Identification of property Owner(s);

b. Include a legal description of the Sending Site, property ID reference shown in County records, boundary survey, or reference to a lot of record;

c. State the number of TDR Credits severed and any rights, use of property, or structures to be maintained on the Sending Site;

d. Prohibition of future Subdivision or Development of the Sending Site consistent with approval of TDR Credit transfer;

e. Mortgagee or lienholder consent or subordination where applicable;

f. Authorization for the County to enforce restrictions on the Sending Site consistent with the TDR Credit transfer, including enforcement against any future property Owners, heirs, or assignees to the property.

04.06.B. Receiving Site Instrument

I. As a condition of Preliminary Plan or Final Plat approval for the Receiving Site, an instrument must be prepared and executed consisting of the following:

a. Separate instrument approved by the Hays County Criminal District Attorney's Office; or

b. Note on the face of the Final Plat.

II. The instrument must include the following information:

a. Identification of the Receiving Site by legal description, metes and bounds, or Lot and block description;

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b. The maximum authorized yield on the Receiving Site in Lots or Dwelling Units;

c. Any conditions of approval imposed by the Commissioners Court and documentation of plans or actions necessary to satisfy the conditions;

d. Statement that the TDR Credits are expired in whole or in part by the Development or Subdivision of all or part of the Receiving Site and may not be used to develop additional Lots or Dwelling Units.

e. Authorization for the County to enforce restrictions on the Receiving Site consistent with the TDR Credit transfer, including enforcement against any future property Owners, heirs, or assignees to the property.

04.06.C. Recording and Amendment

I. Instruments required in **Chapter 103.04.06.A** and **Chapter 103.04.06.B** must be recorded with the County Clerk in the Official Records of Hays County, Texas before any Subdivision Plat may be filed of record.

II. A recorded Receiving Site or Sending Site instrument may be amended or released only by the Commissioners Court and only upon finding that the amendment will not increase the impacts of Development in a manner that is inconsistent with these Regulations, unless a substitute executable protection of equal or greater value is approved.

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Chapter 104. Access and Infrastructure.

Article 104.01. Regulations and Requirements.

01.01. Adequate Public Facilities.

01.01.A. Services Required

Land proposed for development in the County and in the extraterritorial jurisdiction (ETJ) of a City must be served adequately by essential public facilities and services (refer to **Article 102.03**), including water, wastewater, drainage, and Roadway facilities.

01.01.B. Timing of Construction

Adequate public facilities must be provided with the construction of a Subdivision in accordance with this **Chapter 104**.

01.02. Subdivision with Gated Entries and Non-Regulated Roadways.

01.02.A. General Provisions

I. The general provisions of these Regulations as they relate to land development, roads, and utilities will apply to a gated or Non-Regulated Roadway development.

II. All Roadways within a gated community shall be Non-Regulated Roadways.

III. All Cul-de-Sacs, Local Streets and Collector Streets shall be designated as Non-Regulated Roadway and will comply with the provisions of this section.

IV. Non-Regulated Roadways shall be constructed to the County's Street Design Criteria in **Chapter 105.01.03** and Street Construction Specifications in **0** and all standards including but not limited to, Hays County Roadway Paving and Drainage Specs. .

V. A gated or Non-Regulated Roadway Subdivision will comply with **Article 105.02**.

VI. Non-Regulated Roadways within a gated development shall be maintained by a Homeowners Association, Property Owners Association, Utility District, or other entity. Hays County shall not maintain Non-Regulated Roadways.

VII. Residential access may be restricted on any Regulated Roadways classified as a Minor Collector or a higher functional classification upon direction of the Director or their designee.

01.02.B. Minimum Requirements

I. A Non-Regulated Roadway must provide access for emergency vehicles, public and private utility maintenance and service personnel, the US Postal Service, and other governmental employees in pursuit of their official duties.

II. A Non-Regulated Roadway that has an access control gate or cross arm must have a minimum uninterrupted pavement width of twenty-four feet (24') at the location of an access control device. If an overhead barrier is used, it must be a minimum of fourteen feet (14') in height above the pavement surface.

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III. A Non-Regulated Roadway that has an access control gate shall also provide a turnout or turnaround area outside the gated perimeter pursuant to the County's transportation design criteria and specifications and those found in the Fire Code as adopted by Hays County, whichever is more restrictive.

IV. The County Fire Marshal or their designee shall approve the installation of all access gates, which shall meet the Hays County Fire Code and the latest version of the International Fire Code adopted by the County for emergency operation. The type of gate or control access mechanism is subject to review and approval by the County Fire Marshal, shall provide a Knox box or other access control device subject to said review and shall be maintained by the Homeowners' or Property Owners' Association.

V. A Non-Regulated Roadway that has an access control gate shall also provide two stacking spaces (ten feet (10') in width by twenty feet (20') in length) dimensioned at the location of the keypad. Vehicles waiting to enter the Non-Regulated Roadway development cannot stack in the public Right-of-Way.

VI. A vehicular turn around meeting the minimum standards of the adopted Fire Code shall be provided at entry gates to allow vehicles that have been denied entry the ability to exit without having to backup.

VII. All plans consisting of Non-Regulated Roadways shall be subject to review and approval by the County.

01.02.C. Emergency Right-of-Entry

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I. All roads, gates, and other fire protection features, signage, and equipment must be repaired immediately if found to be in a condition of disrepair or inadequate for public access.

II. In the event that a gate does not promptly and automatically open for an emergency vehicle utilizing a traffic signal preemption device, the emergency responders shall be authorized to remove, disable or destroy any locking device, gate or piece of a gate in order to gain access. The County and its emergency providers will be held harmless from all claims or damages arising from the property or homeowners association's failure to maintain the gate to this standard or for the removal or destruction of such gates or devices.

01.02.D. Homeowners' or Property Owners' Association Required

I. Prior to use of a gated or Non-Regulated Roadway for access to any Dwelling Unit or Building, a Homeowners' or Property Owners' Association must be established for the purpose of owning and maintaining the Non-Regulated Roadways and appurtenances in accordance with **Chapter 105.02.02**.

II. The Homeowners' or Property Owners' Association documents shall:

a. Establish a reserve fund for the maintenance of roads and other Improvements; and

b. Convey membership in the association and provide dues and assessments required by the association in property deeds.

III. The Homeowners' or Property Owners' Association may not be dissolved without the prior written consent of the County. No portion of the association documents pertaining to the maintenance of the gated or Non-Regulated Roadway may be amended without the written consent of the County.

IV. The association documents shall be reviewed and approved by the County to ensure that they conform to this and other applicable County standards. The legal documentation of the Homeowners' or Property Owners' Association shall be filed and recorded prior to the Final Plat being recorded with the County.

01.02.E. Construction of Utilities

A gated or Non-Regulated Roadway Subdivision shall comply with the County's platting procedures as contained in **Article 102.02**. Water, sewer, drainage facilities, and signs placed within the Non-Regulated Roadway and shall be installed to County standards in accordance with the County's Subdivision Construction Procedures contained in **Article 102.03**.

01.02.F. Minimum Plat Requirements

I. Non-Regulated Roadways shall be dimensioned, named, and designated as a common area, but not public Right-of-Way.

II. The Plat shall show pre-existing Easements unaffected by the platting process.

III. The Plat shall provide utility and drainage Easements containing utilities or drainage Improvements.

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IV. The Plat shall provide an access Easement for utility service providers, safety and emergency services, postal service, and any other service personnel that may need to access the development to perform routine maintenance.

V. All notes required by these Regulations and by the Director must be included on the Plat.

01.02.G. Conversion of Non-Regulated Roadways to Regulated Roadways

I. Should the County elect to accept the Roadway(s) as public, the County may inspect the Non-Regulated Roadways and assess the Homeowners' or Property Owners' Association or Lot Owners for the expense of needed repairs concurrent with the County's acceptance of the streets and alleys. The County will be the sole judge of whether repairs are needed.

   a. Per TTC Section **253**, the Commissioners Court may propose to assess all or part of the costs of the improvement pro rata against the record Owners of the real property of the Subdivision.

II. The Homeowners' or Property Owners' Association documents (if applicable) shall allow the association to request the County accept streets and alleys and the associated property as Regulated Roadway and Right-of-Way upon Written Notice to all association members and to convey the same to the County upon the consent by written signatures of the Owners of seventy-five (75) percent of the affected Lots on

the street or alley. However, in no event shall the County be obligated to accept said Non-Regulated Roadway as Regulated.

III. The County may also require, at the Homeowners' or Property Owners' Association's expense, the removal of guard booths, access control devices, landscaping or other aesthetic amenities located within the street or alley. The association documents shall provide for the County's right to such assessment. Those portions of the association documents pertaining to the subject matter contained in this paragraph shall not be amended without the written consent of the County.

IV. The County, at its discretion, may also elect to remove any gates, barricades, or other restrictive traffic control devices following acceptance of the associated Roadway(s) as public by the Commissioners Court.

01.02.H. Petroleum Pipeline Crossing

If new roads are constructed over existing petroleum pipeline crossings, the pipelines must meet the following requirements:

I. Encased pipe must be at least three feet (3') below the deepest proposed ditch grade;

II. Non-cased pipe (of extra wall thickness meeting federal regulations) must be at least four feet (4') below the deepest proposed ditch; and

III. No Roadway shall be accepted for maintenance by the County that contains a petroleum pipeline within the Right-of-Way, other than crossing pipelines.

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01.03. Lot Types and Design.

01.03.A. Purpose

The purpose of this section is to provide a uniform minimum standard for platted and unplatted Lots in the County, to establish predictable development patterns, and regulate the number of Driveways impacting Regulated Roadways and drainageways.

01.03.B. Lot with an OSSF System

A Subdivider must apply for a site development Permit and comply with the On-Site Sewage Facility Rules and Regulations contained in **Chapter 109.03.02**.

01.03.C. Lot Frontage

I. Pursuant to the authority of TLGC **232.103**, the County may require a minimum Lot Frontage up to one hundred and fifty feet (150') along an existing Regulated Roadway that functions as a County Roadway.

II. A Lot that fronts on a curve shall be measured along the chord of the curve between the points where the Lot corners intersect the Right-of-Way.

III. Residential Lots may only front onto a Minor Arterial or Major Arterial when such Lot is a minimum of one hundred and fifty feet (150') in width or greater at the building setback line and contains a circular access drive with head-out egress as approved by the County. Otherwise, primary access shall be restricted along the arterial street and access shall be provided through means of a Local Roadway, Urbanized Local

Roadway, or a Collector Street (refer to **Table 1: Minimum Standard by Roadway Classification**).

01.03.D. Lot Arrangement

I. Residential Lots shall be platted to provide two tiers of residential Lots where single-family residential Lots back up to the rear of another residential Lot or undeveloped tract of land and fronts onto a Local Street or Collector Street.

II. Double frontage Lots shall adhere to a front building setback in accordance with **Table 1: Minimum Standard by Roadway Classification** along both street frontages. Lots shall be subject to the minimum lot frontage requirement in **Table 1: Minimum Standard by Roadway Classification**, if one side of the Lot is fronting a Minor Arterial or Major Arterial.

01.03.E. Lot Line Geometry

I. Side Lot lines shall, to the maximum extent practicable, be at a ninety (90) degree angle to the street.

II. All straight lines shall clearly show the length of the line and the Plat shall show enough information to readily determine the bearing of all Lot lines.

III. All curved Lot lines shall clearly show the length of the arc and the radius of the curve or show enough information on the Plat to readily determine the radius of the curve.

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01.03.F. Prohibition of Reserve Strips

I. A Subdivision shall not be used to create a reserve strip, also known as a “spite strip” that blocks or controls access to public Right-of-Way or an adjoining property. Refer to **Figure 104-1 Example of a Reserved Strip** below.

II. The intent of this provision is to encourage connectivity and to allow for the continuation of Roadways to undeveloped parcels that may be developed in the future, and to prevent a property Owner from landlocking an undeveloped parcel by limiting it access to public Right-of-Way.

III. The Director will have an initial determination, with an appeal to the the Commissioners Court, on whether a reserve strip is or is not being provided with the Subdivision.

Figure 104-1 Example of a Reserved Strip



01.03.G. Flag Lots

I. The Director may approve a Flag Lot provided the slender portion of the Lot meets the minimum standards of the adopted Fire Code for a fire lane or emergency access and the configuration is necessary to provide adequate access to all Lot or Lots sharing the access.

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II. A Flag Lot must meet the following conditions:

a. Each Lot created is at least two (2) acres in size, exclusive of any shared access driveway;

1. Each lot located within or partially within the Priority Groundwater Management Area (PGMA) shall be a minimum of six (6) acres in size.

2. Each lot created within or partially within the Edwards Aquifer Contributing Zone or Edwards Aquifer Recharge Zone shall meet the minimum lot required in the adopted County On-Site Sewage Facility order, exclusive of the portion of the lot that is used or intended for shared access to two (2) or more lots.

b. The entire access drive from the point of intersection with the Right-of-Way is constructed to the minimum standards of the adopted Fire Code for a fire lane or emergency access driveway;

c. A driveway Permit has been submitted showing the intersection of the driveway with the Right-of-Way;

d. An already-approved driveway Permit is subject to revision if it will be used for a flag lot;

e. Creation of a Flag Lot is not for the purpose of circumventing the normal platting of a Roadway for public and emergency access;

f. Creation of a Flag Lot does not prevent the extensions of one or more Roadways to adjacent property;

g. The narrow or pole portion of the Lot does not exceed three-hundred feet (300') in length; and

h. Creation of a Flag Lot does not have the effect of creating a landlocked tract within the Subdivision or adjoining properties or disrupt access to public Right-of-Way for any property.

III. The Commissioners Court may approve a Variance to allow a Flag Lot smaller than two (2) acres if the Lot is connected to a centralized wastewater system and meets at least one (1) of the following conditions:

a. The proposed Lot configuration is needed to abate an unusual property accessibility constraint not created by the Applicant,

b. The property has acute topographical conditions and constraints, or

c. The unusual adjacent property boundary configuration constrains the arrangement of an otherwise standard Lot configuration.

01.04. Mailboxes.

01.04.A. Permitting, Ownership, and Maintenance.

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I. Permit Required

a. Prior to installation of any mailbox, the installer shall obtain a permit from the Director or their designee in accordance with **Chapter 109.03.03**.

b. Mailboxes shall conform to the requirements of the United States Postal Service, TXDOT Standard MB-06, and AASHTO Standard "A Guide for Erecting Mailboxes on Highways".

c. It shall be the responsibility of the Developer or property Owner to contact the local post office to ensure the placement of a single or community mailbox follows the requirements of the United States Postal Service.

II. Within Right-of-Way

a. Prior to placement of a mailbox within County or public Right-of-Way, a license agreement shall be executed between the Developer or Owner and the County.

b. Mailboxes located within County or public Right-of-Way shall be constructed with a breakaway or collapsible base, unless the associated Roadway is signed to limit speeds to thirty (30) miles per hour or less.

c. The executed agreement may contain any conditions or requirements determined by the Department to be reasonably necessary to protect Public Infrastructure or public health, safety, and welfare.

III. Outside of Right-of-Way

Prior to placement of a mailbox outside of County or public Right-of-Way, the site or Lot shall be established as private property and under the ownership and maintenance of a private party or entity other than the County.

01.04.B. Community Mailboxes.

I. Clustered and community mailboxes are encouraged whenever possible to reduce collision hazards.

II. Cluster mailboxes intended to serve a Subdivision shall be placed on a Lot of sufficient size to not cause encroachment onto any neighboring Lot, and shall be owned and maintained by a Homeowners Association or Property Owners Association.

01.04.C. Required Clearance.

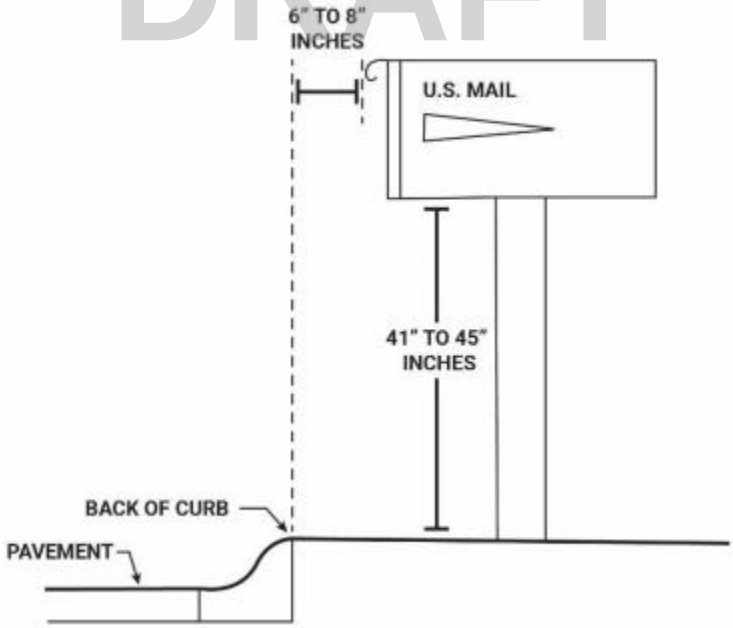
A mailbox shall generally be placed at least forty-one (41) inches and no more than forty-five (45) inches above the ground and no part of the mailbox may be closer than eight (8) inches behind the back of the curb (refer to **Figure 104-2 Mailbox Placement Diagram**).

01.04.D. Conflicting Provisions.

If standards for mailboxes set forth by the Texas Department of Transportation conflict with those of the Post Office, the more stringent of the two shall apply.

Figure 104-2 Mailbox Placement Diagram

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01.05. Common Area Ownership and Maintenance.

01.05.A. Identification Required on Plat

When a Subdivision contains common areas, Non-Regulated Roadways or Improvements that will not be accepted for ownership and maintenance by the County, such areas shall be identified on the Final Plat with a description of their intended use.

01.05.B. County Not Responsible for Maintenance

All common areas shall include a note on the face of the Final Plat stating that the County is not responsible for the ownership and maintenance of any common Lot, common area, Non-Regulated Roadways or Improvements not dedicated to and accepted by the County, and that a duly created entity or the owners of property in the Subdivision shall be solely or collectively responsible to own and maintain all such areas within the Subdivision.

01.06. Apportionment of County Infrastructure Costs.

The following section is adopted into these Regulations pursuant to the authority of TLGC Section **232.110**.

01.06.A. Developer's Portion of the Costs of County Infrastructure Improvements

I. The County requires, including under an agreement under Chapter **242**, TLGC, as a condition of approval for a property development project that the Developer bear a portion of the costs of County Infrastructure Improvements by the making of dedications, the payment of fees, or the payment of construction costs.

II. For the purposes of determining the Developer's portion of the costs of County Infrastructure Improvements as established under this Section, County Infrastructure Improvements shall include:

a. Schools;

b. Roadways (including pavement markings and signage) ;

c. Emergency Services/EMT (Ambulance);

d. Fire;

e. Law enforcement;

f. Water;

g. Sewer;

h. Broadband;

i. Electric;

j. Natural Gas;

k. Open Space;

l. Drainage;

m. Animal Control;

n. Dispatch/911/GIS Services;

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o. Trash/Refuse; and

p. Radio Communications.

III. The Developer's portion of the costs may not exceed the amount required for Infrastructure Improvements that are roughly proportionate to the proposed development as approved by a professional engineer who holds a license issued under Texas Occupations Code Chapter **1001**, and is retained by the County.

IV. The County's determination shall be completed within thirty (30) days following the submission of the Developer's Application for determination under this Section.

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Chapter 105. Roadway Standards

The contents of this chapter are known as the "Hays County Roadway and Access Standards."

Article 105.01. Roadway Classification and Standards.

01.01. Purpose, Authority, and Applicability

01.01.A. Purpose

These Hays County Roadway and Access Standards are adopted for the purpose of:

I. Providing for the safe and unencumbered travel of vehicles, commerce, and emergency services within and through the County;

II. Connecting, expanding, and maintaining an adequate Roadway network that serves as a public asset with predictable ongoing maintenance costs; and

III. Communicating the requirements of these Regulations in the securing of Right-of-Way for and participation in the construction of existing and future Roadways by Developer in the County.

01.01.B. Authority

Legal Authority for adopting and enforcing the requirements in this Chapter is granted to the County under TLGC Chapters **231**, **232**, and **234**, and under the Texas Transportation Code (TTC) Chapters **251**, **286**, and **545**.

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01.01.C. Applicability

This Chapter shall govern the following items related to Roadways within the County:

I. The design and construction of all Roadways as defined in these Regulations;

II. Access to, encroachment upon, or crossing of any Roadway;

III. The minimum Roadway widths and building setback lines for Roadways;

IV. The securing of Right-of-Way, Right-of-Way Reservation, or Public Infrastructure related to Regulated Roadways and Non-Regulated Roadways during Subdivision under these Regulations.

V. All Roadways within the County regardless of being classified as a Regulated Roadway or Non-Regulated Roadway shall be a Fire Apparatus Access Road and comply with the International Fire Code as adopted by Hays County.

01.02. Approval Required

01.02.A. New Regulated Roadways

Approval of the Commissioners Court is required prior to acceptance for ownership and maintenance by the County of a new Regulated Roadway.

01.02.B. Existing Regulated Roadways

Approval of the Commissioners Court is required for any use of existing Regulated Roadway, including County Right-of-Way, which is not otherwise part of the Application for a Development Authorization.

01.02.C. New Non-Regulated Roadways

I. An Applicant proposing a new Non-Regulated Roadway shall send to the Department infrastructure construction plans and supporting materials including, but not limited to, geotechnical reports and roadway design reports, third-party inspection reports, and concurrence letters for recordkeeping within the Department.

II. Approval by the Director or their designee is required upon completion of any non-regulated Roadway. The Director or their designee shall provide a written document to the applicant stating all construction plans, supporting materials, inspections, and other documents have been received by the department for the purpose of record keeping. The letter from the department shall state the following information at a minimum:

a. List the subdivision name and location;

b. No inspections were performed by the department;

c. The roadways were constructed to a standard which may be different from county roadway standards;

d. Maintenance of such roadways and related infrastructure shall be privately maintained by either a municipal utility district, homeowner or property owner association, or other entity

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01.03. Roadway Classification

This Section establishes the classifications used to determine the design, construction, Right-of-Way, access, and safety standards applicable to Regulated Roadways in Hays County. Roadway classification is based on anticipated traffic volumes, roadway function, surrounding development conditions, and applicable County, State, and industry design standards. Each Regulated Roadway must be classified and designed to safely accommodate existing and projected traffic while supporting orderly development and long-term maintenance of the County Roadway network.

01.03.A. Basis for Classification

I. Roadways are classified based on the criteria established in “A Policy on Geometric Design of Highways and Streets”, latest edition, as developed by the American Association of State Highway and Transportation Officials (AASHTO).

II. For the purposes of this **Chapter 105**, Regulated Roadways must be designed to manage the following:

a. Average daily traffic (ADT) estimated to occur for a period of twenty (20) years following completion of Development or construction of the Roadway, with the pavement sections and widths required to accommodate the design ADT at the applicable speed limits adopted by the County; or

b. As required under an approved Traffic Impact Analysis (TIA) conducted under **Subchapter 02.03**.

III. At a minimum, pavement sections and widths must conform to the minimum requirements established by AASHTO for the specified classification of a Roadway.

IV. Roadways must also be classified under TTC Chapter **251**.

V. Where AASHTO, the Texas Transportation Code, the Hays County Specifications for Paving and Drainage Improvements, the adopted Fire Code, or other referenced County standards conflict, the more specific or more stringent standard will control, unless otherwise provided for within these Regulations or by law.

01.03.B. Design Requirements for Regulated Roadways

I. The classification and construction standards for all Regulated Roadways is determined according to the Average Daily Traffic (ADT) anticipated for the Roadways, with the exceptions given in **Chapter 105.01.03.C**.

II. The Roadway Design Report must include estimates of the ADT before and after the proposed Development based on recognized industry standards, including those utilized by TXDOT and AASHTO.

a. The post-development ADT must be based on the maximum number of Lots that would be permitted according to the approved Preliminary Plan or the proposed:

1. Development Authorization; or

2. Final Plat.

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III. The geometric requirements for all proposed Roadways must be identified in the Roadway Design Report and designed to accommodate the design ADT of the Roadway.

a. The minimum geometric standards for Roadways are summarized in **Table 1: Minimum Standard by Roadway Classification**.

IV. The design and construction of all Roadways must include the following:

a. Proposed Roadway Improvements conforming to the Hays County Specifications for Paving and Drainage Improvements, as amended; and

b. All signage and traffic control devices conforming to the current edition of the "Texas Manual of Uniform Traffic Control Devices", as amended.

V. Speed bumps are not authorized as traffic control devices on Regulated Roadways.

VI. Pedestrian facilities, including sidewalks, crosswalks, and access ramps for Regulated Roadway projects must comply with the Americans of Disabilities Act (ADA), International Fire Code (IFC), and the accessibility requirements of the Texas Department of Licensing and Regulation (TDLR) and be submitted to TDLR for review and approval, as required under TLDR guidelines. Said facilities shall be owned and maintained by an HOA, MUD, SUD, PID, or any other entity approved by the Commissioners Court.

VII. Designers shall adhere to the latest editions of the Public Rights-of-Way Accessibility Guidelines (PROWAG) (36 CFR Part 1190) as default technical criteria unless the designer can provide a documented reason as to why it cannot comply with PROWAG requirements.

01.03.C. Modification or Variance from ADT Calculation

I. To incentivize the creation of large Lots, reduce associated Development costs, and reduce impervious cover in the County, Country Lane and Local Rural Roadway(s) may be constructed, without calculation of the ADT, if all Lots established have frontage or access onto the proposed Roadway(s) and are:

a. At least five (5) acres in size;

b. Restricted by deed limiting Development to five (5) acres or more and prohibiting TCEQ Regulated Development;

c. Outside of a Preferred Development Area; and

d. Within a Priority Groundwater Management Area, Edwards Aquifer Contributing Zone, or Edwards Aquifer Recharge Zone.

II. Any portion of Right-of-Way set aside and designated for the use of bicycles, whether utilizing a striped lane or a separate path constructed parallel to the Roadway, may be credited against the width of required shoulders subject to the following criteria:

a. The estimated Average Daily Traffic per Lot in determining the design criteria for the Roadway may be reduced by twenty percent (20%) for any portion of Roadway served by the bicycle path/lane.

b. For a Roadway classified as an arterial, the Director or their designee may refer any request to reduce ADT calculations under this incentive to the Commissioners Court for final approval.

III. The Director may adjust or waive the requirement to apply ADT calculations to determine Roadway classification based on the following:

a. The Roadway(s) is not identified on the County's adopted Transportation Plan, and modification will not negatively impact the County's ability to administer or execute the Plan; and

b. The waiver or modification is based on the findings of a Traffic Impact Analysis (TIA) or similar study conducted by an engineer licensed to practice in the State of Texas.

IV. See **Table 1: Minimum Standard by Roadway Classification**.

01.03.D. Country Lane

A Country Lane is a one or two-lane paved Roadway, without improved shoulders, and is considered a Special Purpose Roadway with a design capacity of up to one hundred (100) ADT in accordance with AASHTO design standards and third-class Roadways in accordance with TTC Chapter **251**.

01.03.E. Rural Local Roadway

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A Rural Local Roadway is a two-lane paved Roadway, typically with improved shoulders only or with curb and gutter improvements, with a design capacity of between one hundred and one (101) and one thousand (1,000) ADT in accordance with AASHTO design standards, and classified as a third-class Roadway in accordance with TTC Chapter **251**.

01.03.F. Urbanized Local Roadway

An Urbanized Local Roadway shall be a two-lane paved Roadway, typically with curb and gutter improvements, and is considered a Special Purpose Roadway with a design capacity of up to one thousand (1,000) ADT in accordance with AASHTO design standards and a classified a third-class Roadway in accordance with TTC Chapter **251**. AASHTO defines a Special Purpose Roadway as a low-volume, low-speed Roadway that serves recreational areas or resource development activities, or that provides local access.

01.03.G. Minor Collector

A Minor Collector is a two-lane paved Roadway, with improved shoulders or curb and gutter, and is considered a Rural Collector with a design capacity of one thousand and one (1,001) to two thousand and five hundred (2,500) ADT in accordance with AASHTO design standards, and may be classified either as a second-class or third-class Roadway in accordance with TTC Chapter **251**.

01.03.H. Major Collector

A Major Collector is a two to six-lane paved Roadway, with improved shoulders or curb and gutter, and is considered a Rural Collector with a design capacity of two thousand five hundred and one (2,501) to five thousand (5,000) ADT in accordance with AASHTO design standards, and may be classified either as a first-class or second-class Roadway in accordance with TTC Chapter **251**.

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01.03.I. Minor Arterial

A Minor Arterial is a two to six-lane paved Roadway, with improved shoulders or curb and gutter, and is considered a Rural Arterial with a design capacity of five thousand and one (5,001) to Fifty thousand (15,000) ADT in accordance with AASHTO design standards, and may be classified either as a second-class or third-class Roadways in accordance with TTC Chapter **251**.

01.03.J. Major Arterial

A Major Arterial is a two to six-lane paved Roadway, with improved shoulders or curb and gutter, and is considered a Rural Arterial with a design capacity of greater than fifty thousand (15,000) ADT in accordance with AASHTO design standards, and may be classified either as a first-class or second-class Roadway in accordance with TTC Chapter **251**.

Table 1: Minimum Standard by Roadway Classification

Functional Classification	Country Lane	Rural Local Roadway	Urbanized Local Roadway	Minor Collector	Major Collector	Minor Arterial	Major Arterial
AASHTO Classification	Special Purpose	Local Rural	Special Purpose	Rural Collector	Rural Collector	Rural Arterial	Rural/Urban Arterial
Average Daily Traffic (ADT) - one-way trips[1]	Not more than 100	101-1000	Not more than 1000	1001-2500	2501-5000	5001-15000	More than 15,000
Design Speed (mph)	25 mph	25 mph	25 mph	35 mph	45 mph	55 mph	**
No. of Travel Lanes	2	2	2	2	2	4	**
Turn Lanes	No	No	No	**	**	**	**
Min. ROW Width (ft)	50	60	50	60	80	100	**
Building Setback (ft)[2]	25	25	25	25	50	50	50
Width of Travelway (ft)	20	20	20	22	24	48	**
Width of Shoulders (ft)	2	4	2	5	6	8	**
Minimum Centerline Radius (ft)	200	300	200	375	675	975	**
Min. Tangent Length between Reverse or Compound Curves (ft)	50	100	50	150	300	500	**
Min. Radius for Edge of Pavement at Intersections (ft)	25	25	25	25	25	25	**
Intersection Street Angle Range (degrees)	80-100	80-100	80-100	80-100	80-100	80-100	**
Max. Grade (%)	10	10	10	10	9	8	**
Min. Street Centerline offset at Adjacent Intersections (ft)	110	125	110	125	125	125	**
Min. Stopping Sight Distance (ft)	175	175	175	250	350	550	**
Min. Intersection Sight Distance (ft)	250	250	250	350	450	550	**
Ditch Foreslope Grade	4:01	4:01	4:01	5:01	5:01	6:01	**
Ditch Backslope Grade	3:01	3:01	3:01	4:01	4:01	4:01	**
Min. Cul-de-sac ROW/ Pavement Radius (ft)[3]	70/50	70/50	70/60	70/60	N/A	N/A	N/A
Min. "T" End ROW/ Pavement Length (ft)[4]	80/65	80/65	80/65	N/A	N/A	N/A	N/A
Min. "T" End ROW/Pavement Width /Radius (ft)[4]	40/20/28	40/20/28	40/20/28	N/A	N/A	N/A	N/A
Min. Lot Frontage (ft)	30	50	30	100	150	150	150
Min. Drive Spacing (ft)	50	50	50	75	120	120	120
On Street Parking Allowed?	N	Y	Y	Y	N	N	N

Notes:
All residential driveways shall be constructed a minimum of 5 feet from edge of property lines or easement line.
All commercial driveways shall be constructed a minimum of 15 feet from edge of property lines or easement line.
** Noted elements shall be approved by the Director or their designee on a case-by-case basis.
[1] ADT shall be based on an average of 10 one-way trips per dwelling unit per day for residential lots. ADT calculations for commercial or other lots shall be approved by the Department on a case-by-case basis.
[2] Minimum building setback, in feet, applicable to each side of the roadway.
[3] The minimum turning radius shall be approved by the Fire Code Official.
[4] "T" End Designs (hammerhead) must conform to minimum AASHTO Standards, and shall be approved by the Fire Code Official.

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01.04. Regulated Roadway Standards

01.04.A. Applicability

Any Roadway(s) associated with or established under an Application for a Development Authorization under these Regulations are considered a Regulated Roadway, including:

I. Existing Regulated Roadway(s) serving as primary connections to a Subdivision or Development or being modified to accommodate the effects of a proposed Subdivision or Development, such as an off-site improvement or capacity expansion;

II. New Roadway(s) dedicated to the public as part of a Development Authorization;

III. New Regulated Roadway(s) regulated under **Chapter 105.02.02** below;

IV. Shared Access Driveway(s) used for either primary access or emergency services access, either established by or extended under a Development Authorization; or

V. Driveways, utilities, storm water management facilities, or other facilities within the Right-of-Way or Right-of-Way Reservation of a Roadway established under this **Chapter 105.01.04.A**.

01.04.B. Minimum Right-of-Way Requirements

I. All Roadways and related Improvements must be designed and installed to provide for installation of Roadway subgrade and surfaces, above-ground and below-ground utilities, drainage facilities and Improvements, and to allow continuity of Improvements to adjacent properties.

II. When Roadway(s) are proposed to serve a Subdivision or a Development, a Roadway Design Report with design plans prepared by a Texas licensed professional engineer must be prepared and submitted with the Application for Development Authorization. The report must demonstrate compliance with these Regulations and other applicable standards.

III. All construction must be inspected by the Director or their designee.

IV. All Improvements intended for public access must be compliant with current Americans with Disabilities Act (ADA) standards.

V. In accordance with **TLGC Section 232.0034(a)**, a proposed Subdivision shall demonstrate it provides two means of protected ingress and egress to platted or planned Roadways to meet the adopted Fire Code.

01.04.C. Minimum Access Requirements

I. Each Lot must establish and maintain the minimum direct frontage onto a Roadway in **Table 1: Minimum Standard by Roadway Classification**, with the exception of Lots served by Shared Access Driveways.

II. Driveways must maintain the minimum spacing intervals in **Table 1: Minimum Standard by Roadway Classification**, based on the classification of the Roadway onto which the Lot has frontage and the Driveway has access.

III. Driveways must conform to the Hays County Driveway Specifications, as adopted.

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01.04.D. Driveway Design Requirements

I. Driveways must comply with the driveway spacing requirements shown in **Table 1: Minimum Standard by Roadway Classification** regardless of use, including the following:

a. All Driveways must comply with the design standards contained in Specifications for Paving and Drainage Improvements, including installation of safety end treatments and paved (Hot-Mix Asphaltic Concrete or Portland Cement Concrete) surfacing;

b. Construction and maintenance of Driveways, including those portions contained inside County Right-of-Way, is the responsibility of the property owner, homeowner association, property owner association, MUD or other entity;

c. Driveway requirements apply equally to Driveways that access either non-regulated or Regulated Roadway(s); and

d. Sight distance analysis demonstrating compliance with Table 1 under **Chapter 105.01.03**.

01.04.E. Clearance of Right-of-Way.

I. Upon request by the Owner, the County may, to the extent it is safe and prudent to do so, Permit preservation of trees of greater than ten (10) inches in diameter, measured one (1) foot from the ground (or the replanting of trees by the Owner), within rights of way of Roadways classified as Country Lanes, Local Roadways and Minor Collectors.

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II. More extensive preservation of trees may permitted along Roadways with the lower design speed.

III. The Owner shall be responsible for affixing reflectors or other safety devices to any trees preserved within the Right-of-Way.

IV. The Owner shall hire a certified Arborist to inspect and assess the health of trees prior to clearance. Any trees that the Arborist deems to be unhealthy may be required to be removed so as not to create future hazards within the Right-of-Way.

01.04.F. Building Setbacks

Pursuant to the authority granted in TLGC Section 232.104 and TLGC Section 233.032, building setback lines shall be fifty (50) feet from the edge of the Right-of-Way on all highways and arterials, and twenty-five (25) feet on all Regulated Roadway other than highways and arterials in accordance with **Table 2 Building Setbacks from Roadways**.

Table 2 Building Setbacks from Roadways

Street Type	Min. Building Setback
Major Arterial	50′
Minor Arterial	50′
Collector	50′
Local Roadway, Urbanized Local Roadway, or Country Lane	25′
If no right-of-way has been defined	25′ from edge of roadway

01.04.G. Shared Access Driveways

I. Purpose

a. Shared Access Driveways are intended to provide flexibility in the development process, preserve the rural character of the land, and avoid excessive Infrastructure costs when such costs would provide little or no social benefit.

b. Shared Access Driveways shall not serve as a substitute for interior roads.

c. Shared Access Driveways shall be restricted to residential access.

d. Shared Access Driveways are restricted to formation by Final Plat and Commissioners Court or their designee's approval.

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II. Use of Shared Access Driveway & Requirements

a. A Shared Access Driveway shall be named for the purpose of establishing 911 Addressing and emergency response in accordance with **Chapter 105.01.04.G.V** below.

b. A Shared Access Driveway must connect to a Regulated Roadway.

c. A Shared Access Driveway shall not connect to another Shared Access Driveway.

d. A Shared Access Driveway shall utilize an open ditch for stormwater conveyance.

e. All Shared Access Driveways shall be:

1. At least sixty feet (60′) in width, with at least twenty feet (20′) in width being constructed with an all-weather surface capable of a 75,000-pound load bearing capacity.

2. A length not to exceed one quarter (0.25) miles or one thousand three hundred and twenty feet (1,320′) in overall length, as measured at the termination of the drive or centerpoint of a cul-de-sac or hammerhead turnaround and the centerpoint of the nearest intersecting Roadway.

f. A Shared Access Driveway may use a gate or other access control device, if approved by the Director or their designee and shall meet all requirements of the Fire Code, as adopted by the County.

g. A maximum of five (5) lots shall use a Shared Access Driveway at any time. At the time a sixth (6^{th}) lot is proposed or established, the Shared Access Driveway shall be upgraded to a Country Lane or higher classification Roadway.

h. All Shared Access Driveways shall have a "Maintenance Agreement". The agreement shall establish equal rights of use and maintenance requirements of each lot owner using the Shared Access Driveway. The agreement shall outline the requirements to maintain the Driveway in such a condition that will permit unencumbered vehicular access by emergency vehicles.

i. The following plat notes/statements shall appear prominently on the face of a plat.

1. "All lots using a Shared Access Driveway are restricted to one (1) single-family residence per lot. A Duplex or multifamily dwelling is not considered a single-family residence."

2. "All TCEQ Regulated Development is prohibited on all lots serviced by a Shared Access Driveway".

3. All lots using a Shared Access Driveway are prohibited from further subdivision until at such time as the Shared Access Driveway has been upgraded to a Regulated Roadway.

4. The Owner or Owners of any lot accessed through the Shared Access Driveway shall bear responsibility for all maintenance of the driveway. This includes, but is not limited to, maintaining any associated drainage facilities, sidewalks, and other related improvements.

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(i) Responsibilities shall be outlined in a Maintenance Agreement provided by, and enforced through, the HOA/POA or other entity created to oversee the development.

The County shall not be responsible for the maintenance of the driveway, sidewalks, drainage facilities, and other related improvements.

j. All Shared Access Driveways shall be sixty (60) feet in width and shall be no longer than one quarter (0.25) miles or one thousand three hundred and twenty (1,320) feet in overall length.

III. Right of Access to Be Maintained

Each of the Lots sharing the use of the Shared Access Driveway must hold equal and unrestricted rights to the use of the Shared Access Driveway, which rights shall be established by recorded Easement, and the Easement shall run with the land of each of the benefited Lots.

IV. Shared Access Driveway Design

The Shared Access Driveway shall have a minimum distance of:

a. One hundred twenty feet (120') from any other Driveway entering onto the Roadway;

b. One hundred fifty feet (150') from any other Shared Access Driveway on a Roadway classification of Local; and

c. Three hundred feet (300') from any other Shared Access Driveway on a Roadway classification of Collector or Arterial.

Table 3: Shared Access Driveway Minimum Standards

Functional Classification	Country Lane	Local Roadway	Urbanized Local Roadway	Minor Collector	Major Collector	Minor Arterial	Major Arterial
Min. Distance from Any Other Driveway Entering onto the Regulated Roadway (ft)	120	120	120	120	120	120	120
Min. Distance from Any Other Shared Access Driveway (ft)	150	150	150	300	300	300	300
In all cases, the minimum required safe stopping sight distance required by AASHTO design criteria shall control for location of shared access driveway connections to a Regulated Roadway.							

V. 9-1-1 Address and Naming of Shared Access Driveway

All Shared Access Driveways shall have a name or designation approved by the Director or their designee, and a separate "9-1-1" address shall be established for each habitable structure which relies on a Shared Access Driveway for access or as required by the Director or their designee.

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VI. Speed Limit on Regulated Roadways

A Shared Access Driveway shall have a speed limit of not more than twenty-five (25) miles per hour. Any increase in speed shall require the driveway to be upgraded to a Regulated Roadway.

01.04.H. Speed Limits on Regulated Roadways

I. If not previously established, all Applications for Development Authorization that are submitted to the County and include a new or altered Roadway or a Shared Access Driveway must establish an appropriate maximum speed limit, subject to formal adoption by the Commissioners Court pursuant to TTC Chapter **545.352**.

II. Proposed maximum speed limits may not exceed the maximum speed limits authorized under TTC Chapter **545.352**, and may not be less than the lowest maximum speed limits authorized under TTC Chapter **545.355** for the proposed Roadway classification.

III. Roadways with speed limits that are established at less than the maximum speed limits authorized under TTC Chapter **545.352** must include an explanation for reducing the maximum speed limits, subject to approval by the Director or their designee.

IV. Speed limits will take effect pending formal adoption of the proposed speed limit by the Commissioners Court pursuant to TTC Chapter **545.352** and issuance of the Development Authorization under which the speed limits were established and signage is posted indicating the established speed limit(s).

01.04.I. Parking Along Regulated Roadways

I. Parking is prohibited along any Regulated Roadway with a classification of Minor Collector or higher.

II. The Commissioners Court may issue an order and cause to be erected signs prohibiting parking along or within the Right-of-Way of any County-maintained Roadway.

Article 105.02. Construction and Dedication.

02.01. Regulated Roadways

02.01.A. Dedication of Regulated Roadways

I. Any dedication of a Roadway to the County for Public Use will be accomplished by filing a dedicatory instrument, including a Final Plat, with the County Clerk following formal approval of acceptance by the Commissioners Court.

II. The Commissioners Court will not recognize the dedication of a Roadway or consider such dedication to be effective until the record document is recorded with the County Clerk.

III. Following acceptance and recordation, land dedicated as Right-of-Way is considered to be Public Infrastructure and free of any private claim or encumbrance. In no event will any private Lot be considered to extend into a dedicated public Right-of-Way or Roadway.

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02.01.B. Requirement to Construct and Dedicate Regulated Roadways

I. Roadways dedicated to and accepted by the Commissioners Court for ownership and maintenance as Regulated Roadways are required for approval of each Development approved under these Regulations as set forth below.

II. All Regulated Roadways must be designed and constructed in accordance with the specifications set forth in **0**.

III. The boundary lines of all Subdivision Lots fronting on a Regulated Roadway or Right-of-Way must be contiguous with the boundary of the Right-of-Way.

02.01.C. Timing of Construction of Regulated Roadways

I. Regulated Roadways are considered Public Infrastructure, subject to the requirements of **Chapter 104**.

II. Unless interim authorization for construction is authorized by the Director or their designee under **Chapter 104**, construction of a Regulated Roadway may not begin until Development Authorization has been issued by the Commissioners Court or by the Director or their designee, as applicable, under these Regulations.

02.01.D. Regulated Roadways Under Jurisdiction Other Than Hays County

I. Certain Regulated Roadways and appurtenances governed by these Regulations may require connection to or construction on or within the Right-of-Way of Regulated Roadways under the jurisdiction of other public entities, including the Texas

Department of Transportation (TXDOT), or any other authorized State or federal government entity such as another county, municipality, or special district.

II. All construction and access to these Regulated Roadways conducted in conjunction with a Development Authorization issued under these Regulations must comply with the requirements of the entity having jurisdiction over the affected Regulated Roadway.

III. If jurisdiction over a segment of Roadway or a regulation cannot be established, the Director or their designee will apply the more restrictive regulation or requirement.

02.02. Non-Regulated Roadways

02.02.A. General Requirements for Non-Regulated Roadways

I. All Roadways under private ownership and maintenance must be constructed to the same standards required for a Regulated Roadway if the Non-Regulated Roadway:

a. Exceeds the maximum threshold for establishing a Shared Access Driveway under **Chapter 105.01.04.G** above;

b. Serves more than two (2) Lots; or

c. Exceeds a quarter-mile (1,320 feet) in length.

II. A Non-Regulated Roadway may only be approved if the proposed alignment is not shown on or does not interfere with the County's adopted Transportation Plan. No Roadway shown on the adopted Transportation Plan may be approved for private ownership;

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III. All Non-Regulated Roadways must provide a surface and minimum dimensions meeting International Fire Code (IFC) standards and suitable for all-weather access to all portions of a proposed Development served by the Non-Regulated Roadway.

IV. All Non-Regulated Roadways must meet all applicable construction and Fiscal Security requirements of **Chapter 104**.

V. Non-Regulated Roadway construction must be tested and inspected as deemed necessary by the Director and as described in the adopted County Specifications for Paving and Drainage Improvement.

VI. Where there is a question of applicability with **Chapter 104** or other standard, the Director will make written determination regarding the requirements that are applicable to a Non-Regulated Roadway.

VII. A petition or request for County improvement or acquisition of one or more Non-Regulated Roadways shall follow the process required under Transportation Code **Chapter 253**.

02.02.B. Conditions for Approval of Non-Regulated Roadway

I. Non-Regulated Roadways will be permitted only with approval of a Plat under **Chapter 102** and upon demonstrating that the Subdivision established by Plat will satisfy each of the following criteria:

a. Private ownership and maintenance of the Non-Regulated Roadway will not interfere with the County's adopted Transportation Plan;

b. The entity responsible for the operation and maintenance of the Non-Regulated Roadway(s) has executed an agreement with the Commissioners Court under **02.02.C below**;

c. Fiscal Security has been provided for completion of any Non-Regulated Roadway, as required by the Commissioners Court;

d. Lots within the Development served by Non-Regulated Roadway(s) are restricted to an average size of five (5) acres or greater, unless two (2) or more of the following are true:

1. The Development meets the requirements of **Article 103.03**;

2. The Development is a Receiving Site utilizing TDR Credit(s) under **Article 103.04**;

3. The Development is within a Preferred Development Area or outside the Edwards Aquifer Contributing Zone, Edwards Aquifer Recharge Zone, or Priority Groundwater Management Area; or

4. The Development is approved under a Development Agreement.

e. Any exception to the 5-acre average size for Lots served by Non-Regulated Roadway(s) must meet the other applicable standards of this **Chapter 105**, unless explicitly waived or modified under a Development Agreement or Variance.

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II. Every Subdivision that establishes Non-Regulated Roadway(s) must directly connect to a Regulated Roadway(s) under County, State, or municipal jurisdiction

a. A Subdivision may not interconnect with an existing Non-Regulated Roadway(s) unless the connection is approved by the Commissioners Court and a primary connection to a Regulated Roadway will be provided.

III. Non-Regulated Roadway(s) may be utilized for emergency access only if approved under the Fire Code.

a. Gated Subdivision(s) must install equipment approved under the Fire Code or approved by the Fire Marshal, and provide additional points of emergency access as required under **Chapter 105.02.03.B.II below**.

IV. A Development Agreement is required for any Subdivision served by Non-Regulated Roadway(s) if more than fifty (50) Lots will have direct access to the Non-Regulated Roadway(s).

02.02.C. General Requirements for Maintenance of Non-Regulated Roadways

I. The Developer of a Subdivision or Development that establishes Non-Regulated Roadways must execute a maintenance agreement with the Commissioners Court prior to Final Plat recordation.

II. The entity responsible for maintenance under the maintenance agreement must be identified in the Final Plat and the agreement and the following information must be provided:

a. Acknowledgement of responsibility for operation and maintenance and releasing the Commissioners Court from liability for the Non-Regulated Roadway(s);

b. Instruments demonstrating the corporate authority of the legal entity (e.g., property owner, homeowners association, property owners association, MUD or other Special Utility District) responsible for maintain the Non-Regulated Roadways and supporting facilities such as sidewalks and drainage facilities;

c. Documents establishing that sufficient financial reserves exist for maintenance of the Non-Regulated Roadway(s) that will serve the Subdivision and the legal authority held by the entity for collecting and drawing upon future funds;

d. A written maintenance plan for Non-Regulated Roadway(s) that is indexed to an annual projected budget;

e. The Non-Regulated Roadway(s) are dedicated as private Right-of-Way under separate Lot(s) and restricted from sale or conveyance except to the entity responsible for operation and maintenance or its lawful successors or assigns.

f. The following note is conspicuously displayed on all Record Documents filed subject to the maintenance agreement as well as any future deed for any Lot sold to a purchaser of property in the Subdivision or Development:

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1. "[Owner], by filing this Record Document, and all future Owners of this property, by purchasing such property, acknowledge and agree that Hays County shall have no obligation whatsoever to repair or accept maintenance of the roadways shown on this approved development plan until and unless [Owner] and/or the property occupants or tenants have improved the roadways to the then current standards required by Hays County and the roadways have been accepted for maintenance by formal, written action of the County Commissioners Court and the roadways, with all required Right-of-Way and building setbacks, have been dedicated by the Owner thereof, and accepted by the County, as Regulated Roadways. [Owner] and all future Owners of property within the limits of the approved development plan shall look solely to the [Owner or Entity entering into Maintenance Agreement with the County] for future maintenance and repair of the roadways included in this development plan"; and

g. Any restrictive covenants establishing a responsibility for Non-Regulated Roadway operation and maintenance, including, but not limited to, declarations, covenants, by-laws, and charters, are recorded concurrently with the recording of the maintenance agreement, with documentation given immediately to the Director.

III. Non-Regulated Roadway(s) must maintain perpetual unrestricted ingress and egress for:

a. The occupants and Owners of property within the Subdivision or Development;

b. Utility and service providers; and

c. Emergency Services, including fire and ambulance.

IV. Occupants and Owners of property within a Subdivision or Development served by Non-Regulated Roadway(s) waive the obligation of the County to provide comprehensive public services, including, but not limited to, public maintenance or inspection, or other public services other than emergency response, subject to availability of such services, except as provided by State Law or under an executed Development Agreement.

V. The maintenance agreement with the County must include enforcement provisions for Non-Regulated Roadway(s) that are not properly operated and maintained and convey to the County the right, but not the obligation, to enter upon and maintain Non-Regulated Roadway(s) if such maintenance has been neglected, and to seek reimbursement of costs from Owners of the Subdivision or Development.

02.03. Transportation Planning

02.03.A. Right-of-Way Dedication

Each Application for Subdivision or a Manufactured Home Rental Community is required to dedicate Right-of-Way or Right-of-Way Reservation in accordance with the currently adopted Hays County Transportation Plan and these Regulations.

02.03.B. New Subdivision Access Standards

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I. All new Subdivisions will be required to dedicate an additional primary access point with the Final Plat if the Subdivision will generate more than seven thousand five hundred (7500) trips per day based on a residential trip generation method.

II. All new Subdivisions will be required to dedicate emergency access with the Final Plat if the following criteria are met:

a. The Subdivision will generate more than one thousand five hundred (1,500) trips per day; or

b. The length of the entrance street within the Subdivision exceeds one (1) mile in length.

c. A Subdivision that requires emergency access must dedicate two (2) points of access that connect to one (1) or more Roadways based on the minimum remoteness requirements of the adopted Fire Code or a remoteness standard approved by the Fire Marshal.

02.03.C. Traffic Impact Analysis (TIA)

I. Purpose

A TIA is required to assess the need for traffic control devices, improvements, or other measures to mitigate increased traffic on the County's transportation system created by new or expanded Developments. If a TxDOT Regulated Roadway is exempted from the TIA requirement, the applicant must provide a written proof from TxDOT documenting such exemption.

II. Applicability

a. An Applicant for a Development Authorization under these Regulations, including Subdivision Plats, Driveway, or Manufactured Home Rental Community, may be required to include turn lanes Improvements as a component of plans submitted under **Chapter 105.01.03.B above**, specifications, and cost estimates prepared by a Texas licensed professional engineer, and Fiscal Security as required under these Regulations.

b. Improvements under this **Chapter 105.02.03.C** are based on a Traffic Impact Analysis (TIA).

c. A TIA is required for all non-residential Developments and all residential Developments that are projected to generate fifty (50) or more peak hour vehicle trips per day.

d. The cost of the TIA will be borne by the Developer.

III. Scope of TIA

a. The type and scope of the TIA shall be determined during a scooping meeting with the Director of Transportation and Development Services prior to any Applicant being submitted to the Department.

b. The elements to be determined during the meeting shall include the following:

1. Type of study: The possible types of reports include a letter report, full traffic impact analysis report or special report (e.g., sight distance survey).

2. Definition of impact area: The impact area shall be identified by the Director of Transportation during the scoping meeting.

3. Period of analysis: Periods of analysis include daily traffic (a.m. peak hour, p.m. peak hour, and weekend peak hour).

4. Analysis scenarios: Scenarios for analysis include existing conditions, opening year conditions with and without Development, and ten (10) years after opening with and without Development.

5. Process: Process for determining trip generation and distribution including trip generation category, diversion assumptions and distribution assumptions.

6. Growth rate assumption: The rate of growth assumed in background traffic assumptions.

7. Mitigation plan: Where the analysis indicates that the project will create or worsen deficiencies that are not pre-existing in the study area, Improvements shall be implemented at no cost to Hays County. The design of Improvements shall be in accordance with Hays County Specifications and where appropriate, TXDOT Austin District procedures.

c. Approval of a Plat, construction plans, and other Development Authorization may be conditioned on completion of a TIA or complying with the requirements and recommendations of an approved TIA.

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02.04. Construction of Roadways

02.04.A. Inspections and Testing Required

I. Construction According to Approved Plans

Construction of Roadway(s) shall follow approved construction plans.

II. Inspection and Testing Required for Each Phase

a. Inspections are required throughout the construction process for all Regulated Roadways.

b. During construction of the Roadway, all required inspections and tests must be conducted at the completion of each construction phase or phase as required by the County.

c. Construction Quality Assurance testing must comply with the following:

1. Tests on all components of the pavement system, including plasticity index, compacted density, depth of base, distribution of asphalt, plastic limit, liquid limit, soil classification and other quality assurance tests required by the County's adopted Roadway Construction Specifications.

2. It is the responsibility of the Applicant or their agent or designee to coordinate all inspections and laboratory tests with the Director.

3. Construction may not proceed until proper inspections and tests have been conducted and witnessed by the Director or their designee and deficiencies corrected.

4. All laboratory tests must be at the expense of the Applicant or their agent or designee and submitted to the Director or their designee.

5. In no event will any subsequent component be placed on the Roadway until the underlying components have been approved in writing by the Department.

6. Additional inspections or tests may be required on a case-by-case basis. The Director or their designee shall outline a minimum list or number of inspections, tests, and requirements during the Pre-Construction meeting.

III. Testing procedures must comply with the following:

a. All Quality Assurance Testing must be witnessed by the Director or their designee.

b. The Director or their designee must be notified of scheduled testing at least three (3) business days in advance of testing.

c. All re-tests will be at the cost of the Owner/Developer.

d. Additional inspections or tests may be required on a case by case basis. The Director or their designee shall outline a minimum list or number of inspections, tests, and requirements during the Pre-Construction meeting.

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Chapter 106. Water and Wastewater Availability.

This **Chapter 106** shall be known as "Water and Wastewater Availability Standards".

Article 106.01. Purpose, Authority, and Applicability

01.01. Purpose

01.01.A. Demonstration of Water and Wastewater Availability

Chapter 106 is adopted for the purpose of demonstrating and confirming an adequate, reliable, and perpetual supply of water and wastewater capacity and access to all properties within the County.

01.01.B. Protection of Public Resources

These standards are adopted for the purposes of protecting natural resources, providing for the health, safety, and welfare of the County, preventing the overuse of water and wastewater resources or developing land without the capacity to be served by water and wastewater systems.

01.02. Authority

01.02.A. Enabling Statutes

Legal authority for adopting and enforcing the requirements in **Chapter 106** is granted to the County under TLGC Chapters **232**, **233**, and **234**, and under Texas Water Code Chapter **35.019**, and any other applicable statutory authority.

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01.03. Applicability

01.03.A. Subdivision Plats and Issuance of Permits

I. Demonstration of Water and Wastewater Availability Required

Chapter 106 governs demonstrations of water and wastewater availability required for the approval of Subdivision Plats and the issuance of Permits for a Manufactured Home Rental Community unless excluded or exempted under State Law or as exempted in these Regulations.

II. Groundwater Availability Certification

a. For any Subdivision Plat Application in which Groundwater beneath the land is proposed to serve as the primary source of water supply, the Applicant must submit a Groundwater availability certification in compliance with TLGC Chapter **232**, as applicable, and Title 30, Texas Administrative Code, Part 1, Chapter **230**, as amended, unless the Applicant demonstrates that a statutory waiver or exemption applies.

b. An Applicant who submits a Groundwater availability certificate must:

1. Comply with documentation rules adopted by the Texas Commission on Environmental Quality (TCEQ); and

2. Submit documentation that the Subdivision Plat and related Groundwater availability study has been transmitted to the Texas Water Development Board and the appropriate Groundwater Conservation District.
3. The Director may withhold Determination of Administrative Completeness for failure to comply with this Subsection II.

c. Waiver of Requirement to Provide Groundwater Certification

1. The Commissioners Court may waive the requirement prescribed by this Subsection II that a Plat Application have attached to it a statement described by that Subsection if:

(i) Based on credible evidence of Groundwater availability in the vicinity of the proposed Subdivision, the Commissioners Court determines that sufficient Groundwater is available and will continue to be available to the subdivided tract of land due to sufficient recharge; and

(ii) either:

(a) The entire tract proposed to be subdivided by the Plat will be supplied with Groundwater from the Gulf Coast Aquifer or the Carrizo-Wilcox Aquifer; or

(b) The proposed Subdivision divides the tract into not more than ten (10) parts.

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2. An Applicant who obtains a waiver must comply with the requirements of this Subsection if:

(i) The property is subsequently divided in a manner that results in the original tract being subdivided into additional parts; or

(ii) The Commissioners Court determines that the proposed Subdivision is part of a series of Subdivisions from an original tract that collectively includes more than ten (10) parts.

01.03.B. Approval Required

I. In accordance with Texas Local Government Code **Chapter 232**, the Director or their designee must approve a Subdivision Plat or approve a Manufactured Home Rental Community prior to a utility furnishing water or wastewater service under the jurisdiction of these Regulations.

II. Prior to furnishing utility service, the prospective utility provider must obtain certification from the Director stating that each applicable Development Authorization has been approved.

III. Where a Groundwater availability certification is required under TLGC Section **232.0032**, no Final Plat approval will be granted until the Director has received all certification materials required by Title 30, Texas Administrative Code, Part 1, Chapter **230** and these Regulations.

01.04. Water System Classification and Requirements

01.04.A. Authority to Establish Classification

Under authority granted to the County under the Texas Water Code and the Texas Local Government Code, the Commissioners Court establishes the following classifications for water supply sources recognized under these Regulations to implement the minimum Lot size requirements in **Chapter 102.02.03**.

01.04.B. Local Groundwater Supply Systems

I. A Local Groundwater System that is intended to serve any phase of a Development with any quantity of Local Groundwater in the County must comply with the minimum Lot size and other requirements contained in these Regulations, except as provided in **Article 706.01.04.C** that follows.

II. For the purposes of implementation, the classification of water supply systems is further subdivided into Public Local Groundwater Supply Systems and Non-Public Local Groundwater Supply Systems.

a. Public Local Groundwater Supply Systems are those owned and/or operated by a governmental entity recognized under the Texas Local Government Code or any system designated a Public Water System by the Texas Commission on Environmental Quality.

b. Non-Public Local Groundwater Supply Systems are any Local Groundwater Supply System that does not qualify as a Public Local Groundwater Supply System, including, but not limited to an individual water Supply Well.

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01.04.C. Other Water Supply Systems

I. Systems which are not Local Groundwater Supply Systems are considered Other Water Supply Systems.

II. Other Water Supply Systems obtain more than two-thirds of their total supply from any combination of Surface Water, rainwater harvesting and Groundwater that is not Local Groundwater.

III. The Commissioners Court will consider on a case-by-case basis requests to re-classify certain Local Groundwater Supply Systems as an Other Water Supply System for the purposes of serving a specific Development.

IV. Local Groundwater Supply Systems that obtain greater than one-third, but less than one-half, of the total supply from Local Groundwater may request this re-classification from the Commissioners Court for the purposes of serving a specific Development.

01.04.D. Constrained or High-Risk Water Supply Systems

I. To prevent new Developments from relying on a constrained or a poorly maintained water supply system, or one that is reliant on outdated water availability data, the Commissioners Court may establish additional requirements for specific water utility providers or CCN holders when:

a. The system capacity relies on aquifers that are experiencing decline, is within a Priority Groundwater Management Area (PGMA), or is otherwise constrained (e.g., a utility that has exceeded eighty-five percent (85%) of its total water supply

capacity for its current customer base, is subject to a TCEQ compliance order, or under independent supervision, receivership, or temporary management);

b. Less than twenty percent (20%) of permitted or constructed system capacity is remaining at the time of initial Development Authorization granted for the proposed Development on the Subject Property;

c. At least sixty-six percent (66%) of total system supply is from Local Groundwater sources;

d. Groundwater withdrawal is projected to exceed estimated recharge, consistent with one or more recharge-based analysis model(s); or

e. Other historic service limitations exist and have not been addressed, including, but not limited to:

1. Required Infrastructure Improvements that lack funds or Permits for construction or completion;

2. The system is subject to a regulatory limitation such as pumping restrictions or Groundwater district constraints;

3. The provider has issued a moratorium, limited new service connections, or identified insufficient supply for future connections within the past five (5) years.

II. Pursuant to Texas Water Code **35.019**, the Commissioners Court may require any provider classified under I above to recertify its capacity every three (3) years by filing a report with the Director or their designee. The report must contain the following information:

a. Current and projected system capacity over the next three to five (3-5) years;

b. Demand projections, including total current and projected connections;

c. Water supply source, including classification by Groundwater and surface sources; and

d. Infrastructure constraints, including condition assessments of Infrastructure, transmission lines, and critical facilities.

01.04.E. Reclassification of Water Supply System

I. Applicants wishing to request re-classification of a specific system shall submit, within ten (10) business days, a letter to the Director requesting that the re-classification be considered by the Commissioners Court.

II. If the request for re-classification is approved by the Commissioners Court, the Applicant may be required to enter into a Development Agreement with the County pursuant to **Chapter 111** of these Regulations. The initial request letter shall include contact information for all parties who will be included in drafting the Development Agreement.

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III. Within ten (10) business days of receipt of the written request, the Director or their designee will respond in writing to the Applicant regarding the proposed Development Agreement.

IV. An Applicant wishing to serve all phases of a Development with an Other Water Supply System may utilize the minimum Lot size and other requirements contained in these Regulations for Other Water Supply Systems.

Article 106.02. Water and Wastewater Service Plan

02.01. Service Plan Required

02.01.A. Required for Development Authorization

I. An Applicant for a Development Authorization that establishes a new water connection, or increases the size of an existing connection, must prepare a Water and Wastewater Service Plan demonstrating the availability of both water and wastewater service to the proposed Development.

a. The service plan and a fully executed service agreement is required with any Application for a Development Authorization under A.I to demonstrate the availability of either water or wastewater service in the event that a demonstration of availability of the other service is exempted.

II. The requirements of **Chapter 106.02.01** do not apply if a Development Authorization has already been issued for a specific land use that does not require water or wastewater utility service.

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02.02. Preparation of Service Plan

02.02.A. Preparation by Engineer Required and Exceptions

The Water and Wastewater Service Plan shall be prepared by qualified personnel holding the proper credentials to perform their services in the State of Texas. The report shall be prepared under the direction of and sealed by a Texas licensed professional engineer, with the following exceptions:

I. For Developments for which either water or wastewater availability or both is being demonstrated using only an existing TCEQ permitted system, the Applicant may include availability statements in accordance with Subchapters **02.04** of this Chapter, provided that the Water and Wastewater Service Plan indicates that facilities providing service from the TCEQ permitted system shall be designed by a Texas licensed professional engineer;

II. For Developments for which water availability is being demonstrated using only individual private water wells, the Applicant may include a water availability statement in accordance with Subchapter **02.03** of this Chapter prepared by a Texas licensed professional geoscientist or professional engineer; or,

III. For Developments for which wastewater availability is being demonstrated using only On-site Sewage Facilities subject to permitting by the County under the Hays County

On-Site Sewage Facility rules, the Applicant may include a wastewater availability statement in accordance with **Chapter 106.02.03**.

02.03. Contents of Service Plan

02.03.A. Demonstration of Service

I. The Water and Wastewater Service Plan shall describe how the proposed Development will be provided with both water and wastewater service.

II. The Water and Wastewater Service Plan shall, at a minimum, contain the following information:

a. A description of how water and wastewater service will be provided to serve all portions of the Development (e.g. platted Lots or rental units). For phased Development, the description must address all water and wastewater facilities proposed to be utilized throughout full build-out of the Development;

b. Identification of all water and wastewater facilities associated with the proposed Development;

c. Identification of all water and wastewater facilities to be placed in County Right-of-Way, subject to approval of a license agreement with the County;

d. The quantity of water reasonably expected to remain available to the proposed Development under applicable drought-of-record conditions after applying mandatory curtailments, drought-stage reductions, senior water rights, pumping limitations, and other enforceable restrictions applicable to all water sources;

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e. For Developments where the availability of either water or wastewater has been based upon demand or use restrictions or limitations, the Applicant shall include in the Water and Wastewater Service Plan the procedures to implement demand or use restrictions so there is reasonable assurance that demand or use will not be allowed to exceed the demonstrated availability. These provisions shall include procedures to notify the end user of the restrictions/limitations and that the County has been granted the right to enforce such restrictions/limitations;

f. For Developments that are regulated by the Edwards Aquifer Authority or the **TCEQ Chapter 213** Edwards Aquifer rules, a statement acknowledging that all applicable requirements of such rules are met; and,

g. For Developments within the jurisdiction of a Groundwater Conservation District (GCD), a statement acknowledging that all applicable requirements of the GCD will be met.

III. The Water and Wastewater Service Plan may demonstrate availability using multiple methods, subject to the following conditions:

a. The anticipated percentage of the service need to be satisfied by each method and the conditions under which each method is to be utilized shall be clearly identified;

b. Any procedures for switching between service methods shall be clearly identified; and

c. Potential conflicts between service methods shall be clearly identified.

02.04. Water Availability

02.04.A. Applicability

I. All developments are subject to the requirements of this Chapter.

Table 4: Water Availability Demonstration Requirements and Limitations by Water Source

Water Source	Required Demonstration	Additional Requirements and Limitations	Applicable Regulations
Existing TCEQ Public Water System	- Address all common demonstration items. - Document the provider's authority to serve, available capacity for all phases, level of fire protection, retail or wholesale service, service timetable, and anticipated agreements. - Before final approval, provide the provider's certification of authority, capacity, and execution of agreements needed to begin service before lots or units are sold.	- A provider letter does not replace a groundwater-availability certification required by TLGC Section 232.0032 or 30 TAC Chapter 230. - If the provider does not own or control the source, the County may require supporting certification from the actual source owner. - Any Local Groundwater component also triggers County notice, GCD coordination, and other applicable groundwater requirements.	**Chapter 106.02.04.B**-**Chapter 106.02.04.D** and **Chapter 106.02.04.I**
New TCEQ Public Water System	- Address all common demonstration items. - For a proposed MUD or other special district not yet created, identify the boundaries, creation timetable, and proposed organization. - Before final approval, provide the provider's certification of authority, capacity for all phases, and execution of service agreements. - Develop production and transmission data in accordance with 30 TAC Chapter 290, Subchapter D.	- A system using Local Groundwater within GCD jurisdiction must include the applicable formal groundwater analysis and acknowledge GCD requirements. - If the provider does not control the source, supporting source-availability documentation may be required. - Requirements of other governmental entities may be incorporated as approval conditions; unresolved disputes are referred to the Commissioners Court.	**Chapter 106.02.04.B**-**Chapter 106.02.04.D** and **Chapter 106.02.04.H**
Individual Private Groundwater Well(s)	- Address all common and Local Groundwater requirements and coordinate with the applicable GCD. - Provide at least one test well and one monitor well; existing wells may be used only if they fully comply. - Use a qualified Texas licensed professional engineer or professional geoscientist to prepare the certification and supporting analyses. - Provide formation logs, nearby-well mapping, coordinates, Chapter 230 forms and support, technical data, and required purchaser or user disclosures.	- The County may expand the well-inventory area and require additional aquifer-test, mapping, water-quality, or other technical information. - Within a PGMA, also provide historical data, a 500-foot walking receptor survey, a TWDB-approved GAM recharge estimate, and a withdrawal-to-recharge comparison. - If projected withdrawal exceeds recharge, use the 6-acre minimum lot size, an approved blended and prorated supply, or a qualifying TDR or offset-property approach; notice, withdrawal limits, and offset-property restrictions also apply.	**Chapter 106.02.04.B**-**Chapter 106.02.04.G**

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Water Source	Required Demonstration	Additional Requirements and Limitations	Applicable Regulations
Rainwater Harvesting System	- Address all common demonstration items. - Estimate availability using the Texas Water Development Board rainwater-harvesting manual or another accepted industry source and the most recent 20 years of historical rainfall data. - Use demand not less than the greatest of the referenced AWWA water-conserving household rate, 45 gallons per person per day, or 150 gallons per dwelling unit per day. - Provide a Texas PE-prepared prototype design, component criteria, operations and maintenance plan, and identified conservation measures or use limits.	- The Service Plan must establish how conservation measures and use limits will be communicated to and followed by end users. - Subsequent owners or users may not install or use groundwater wells until an updated TLGC Section 232.0032 and 30 TAC Chapter 230 study demonstrates sufficient groundwater.	**Chapter 106.02.03.A.II.e**; Chapter 106.02.04.B and **Chapter 106.02.04.I**
Other, Surface-Water, Non-Local Groundwater, or Multiple / Blended Supply	- Address all common requirements and every source-specific requirement applicable to each component of the proposed supply. - Identify the percentage of demand served by each source, the conditions for use, switching procedures, and potential conflicts. - Document the requested system classification and source mix. An Other Water Supply System generally obtains more than two-thirds of its supply from surface water, rainwater harvesting, and/or groundwater that is not Local Groundwater.	- Any Local Groundwater component triggers the applicable notice, GCD coordination, certification, and well-related requirements. - A system obtaining more than one-third but less than one-half of its supply from Local Groundwater may request case-by-case re-classification; the County may require a development agreement. - Where PGMA lot-size proration applies, use 6.00 acres for the Local Groundwater share and the otherwise applicable value for the Other Water Supply System share.	**Chapter 106.01.04.C**-**Chapter 106.01.04.E**; **Chapter 106.02.03.A.III**; **Chapter 106.02.04.B**-**Chapter 106.02.04.G**
Constrained or High-Risk Water Supply (Overlay)	- Comply with the requirements for the underlying source and provide a long-term supply analysis through full buildout. - Provide the schedule of transmission and capacity improvements needed for the proposed development. - Identify at least one backup supply or method from a different provider or source.	- The Director or Commissioners Court may condition plat or Development Authorization approval on satisfying these requirements. - The provider may be required to recertify capacity every three years and satisfy other requirements established for constrained systems.	**Chapter 106.01.04.D**; **Chapter 106.02.04.E**

Notes:
1. This table is a summary provided for convenience. The full text of the cited provisions within the Development Regulations controls if a conflict or ambiguity exists with the information in this table.
2. Requirements are cumulative. A development using multiple sources or a constrained or high-risk system must comply with the applicable requirements for each water source.
3. All water-availability demonstrations must address the common items in Subsection **Chapter 106.02.04.B**.
4. The definitions of Local Groundwater, Other Water Supply System, and constrained or high-risk classifications are established in **Chapter 106.01.04**.

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02.04.B. Items Common to All Water Availability Demonstrations

I. In addition to any Groundwater availability certification required by State Law, the Applicant must submit a Water and Wastewater Service Plan addressing the items in this **Chapter 106**.

II. The Water and Wastewater Service Plan is an additional County requirement for Development and is not a substitute for the Certification of Groundwater Availability for Platting required under TLGC **232.0032** or Title 30, Texas Administrative Code, Part 1, Chapter **230**, where applicable.

III. Where a Groundwater availability certification is required under State Law, the Applicant shall submit, at a minimum, the following documents:

a. Certification of Groundwater Availability for Platting on the current form adopted by the Texas Commission on Environmental Quality (TCEQ Form 20982);

b. Plat Attesting Form on the current form adopted by the Texas Commission on Environmental Quality (TCEQ Form 20983);

c. All information, estimates, data, calculations, determinations, statements, and attachments required by Title 30, Texas Administrative Code, Part 1, Chapter **230** and the Article that follows; and

d. Evidence that the certification and supporting information required by Title 30, Texas Administrative Code, Part 1, Chapter **230** has been provided to the Executive Administrator of the Texas Water Development Board and the applicable Groundwater Conservation District or Districts.

IV. The following items shall be addressed in all water availability demonstrations prepared under these Regulations, regardless of the source(s) utilized:

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a. An estimate of the amount of water demand throughout all phases of Development supported by engineering calculations based on the anticipated timetable for full build- out, including a statement describing the level of fire protection afforded to the proposed phase(s) of the Development;

b. A statement as to whether there are plans for alternative or backup water service; if so, an identification of the alternative or backup water source;

c. A description of any anticipated new water facility Improvements required to serve the Development;

d. A map showing the proposed location of all water facilities throughout all phases of Development as well as the proposed water service area, including any TCEQ-approved service area boundaries of a water service provider operating under a Certificate of Convenience and Necessity (CCN) within the boundaries of the proposed Subdivision;

e. An estimated timetable for completion of all facilities; and,

f. Based on the information available at the time the Application is submitted, the anticipated Owner(s) and operator(s) of all water facilities throughout all phases of Development shall be identified and included in the Application.

02.04.C. Notification for All Developments Utilizing Local Groundwater

I. **Chapter 106.02.04.C** addresses the requirements that a Subdivision or Manufactured Home Rental Community must meet to demonstrate water availability using Local

Groundwater for the purposes of obtaining a Development Authorization from the County.

II. These Regulations do not include the details for requirements on the withdrawal and use of Groundwater that may originate from the regulations adopted or administered by other entities or authorities.

III. It is the intent of these Regulations that all Applications be processed, to the extent authorized under State Law, so as not to conflict with Priority Groundwater Management Area planning efforts, established sustainable yields, desired future conditions, and managed available Groundwater volumes.

IV. The public is hereby notified that portions of Hays County are within the jurisdiction of other governmental entities, including Groundwater Conservation Districts and the Edwards Aquifer Authority, which regulate the withdrawal and use of Groundwater under direct authority from the State of Texas, independent from the authority of Hays County. Within their statutory authority, these other governmental entities may impose requirements in addition to those contained in these Regulations.

V. Each Development Authorization issued under these Regulations will include a notice that states that valid limitations imposed by authorized entities listed in **IV above** are incorporated as a special provision into the terms of the County's Development Authorization and may be enforced as such by the County.

VI. The Department shall also develop and publish requirements for incorporating into the Record Documents notice of the requirements of these other governmental entities.

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VII. Where applicable federal, State or local statutes require an Applicant to submit water availability certifications to other governmental entities, the Applicant must document compliance with these requirements.

VIII. Where the Director is made aware of applicable regulations of other entities, the Director or their designee will process any Application such as a Variance request where that Application is determined to be compliant with such other regulations.

02.04.D. Coordination with Applicable Groundwater Conservation District

I. For all water availability demonstrations which rely in whole or in part on Local Groundwater, the Director or their designee will require that a copy of the water availability demonstration be submitted to the applicable Groundwater Conservation District(s) for review and comment.

a. Where the Applicant is required to make such a submittal under **Chapter 106.02.04.C**, the Director or their designee will cause to be forwarded to the GCD within ten (10) business days of receipt, a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater.

b. Where such submittal to the GCD is not otherwise required, the Director or their designee will forward the information to the GCD within ten (10) business days of receipt, with a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater.

II. The Director or their designee will consider all written comments received from the GCD and may request such additional information from the Applicant as the Department deems appropriate in response to the GCD's written comments.

a. The Director or their designee will include a summary of any comments timely received from the applicable GCD in any report made to the Commissioners Court on an Application.

b. If the Commissioners Court has adopted a Memorandum of Understanding (MOU) with any GCD, the Director or their designee will follow the review and comment procedures outlined in the MOU.

c. County coordination with a Groundwater Conservation District under this Article or an MOU is supplemental to, and does not replace, any direct submittal, transmittal, or attestation obligation imposed on the Applicant by Title 30, Texas Administrative Code, Part 1, Chapter **230**.

III. If the Director or their designee has not received written comments from the GCD within ten (10) days, the GCD is considered to have waived the opportunity for review and comment on the availability demonstration.

02.04.E. Water Availability Demonstrations When Using Constrained or High-Risk Water Supply

I. In addition to the requirements outlined in **Chapter 706.02.04.D**, and other applicable requirements of **Chapter 706.02.04**, an Applicant requesting approval to utilize a constrained or high-risk water system supply as described in **Chapter 706.01.04.D.I** shall provide the following additional documentation:

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a. A Long-Term Supply Analysis demonstrating supply over full buildout of the proposed Development based on engineering demand projections approved by the Director or their designee.

b. A Schedule of system transmission and capacity-related improvements that will serve the proposed Development and that correspond with the scheduled build-out of the Development.

c. Identification of at least one (1) backup supply or method, including an alternate utility provider or water source.

II. The Director or Commissioners Court may condition Development Authorization or Plat approval on meeting the requirements of this subsection.

02.04.F. Water Availability Demonstrations When Using Groundwater Wells

I. In addition to the requirements outlined in **Chapter 106.02.04.B**, an Applicant requesting approval to utilize one or more individual private water wells using Local Groundwater to serve the proposed Development must construct at least two wells (one test well and one monitor well).

a. Use of existing wells will be permitted if the wells fully meet these Regulations.

II. The certification and supporting technical analyses must be prepared by a Texas licensed professional engineer or Texas licensed professional geoscientist, qualified to

perform the hydrogeological testing, geophysical well logging and aquifer pump testing, and Groundwater availability analyses.

III. The following information must be provided to the Director or their designee for each well tested:

a. Identification of the hydrogeologic formation by well driller's log and approved geophysical logging methods;

b. A map and list of all known wells within one thousand (1,000) feet of the proposed Subdivision boundaries (or a distance where measurable drawdown effects from the proposed Subdivision well are expected), in addition to the minimum well-identification and mapping requirements imposed by Title 30, Texas Administrative Code, Part 1, Chapter **230**.

c. Location of each well by latitude and longitude with an approved coordinate system required by the department.

1. The Director or their designee may require mapping and listing of known wells located beyond one thousand (1,000) feet of the proposed Development, or within such greater area as the supporting technical analysis shows may experience measurable drawdown effects from the proposed Development.

2. This requirement is supplemental to and does not replace any minimum identification, mapping, or aquifer-testing requirement imposed by State Law.

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d. The Certification of Groundwater Availability for Platting (Form TCEQ-20982) , as required by the TCEQ rules on Groundwater Availability Certification for Platting at Title 30, Texas Administrative Code, Part 1, Chapter 230, Section **230.3**, including any engineering calculations, studies or other data supporting the statements contained in the Certification of Groundwater Availability For Platting Form.

IV. The Developer, homebuilder, listing agent, or other individual or entity marketing the Development or having primary contact with the purchaser, renter, or leaseholder must provide each purchaser, renter, or leaseholder with a statement describing the extent to which water and wastewater service will be made available, and how and when such service will be made available.

V. For any Subdivision Plat Application subject to Title 30, Texas Administrative Code, Part 1, Chapter **230**, the Applicant must submit the Certification of Groundwater Availability for Platting Form and all supporting materials required by Title 30, Texas Administrative Code, Part 1, Chapter 230, Section **230.4** through **230.11**, as amended.

VI. The Director or their designee may require submission of the engineering calculations, aquifer-test data, geologic logs, water quality analyses, mapping, and other technical information supporting the statements made in the certification.

02.04.G. Water Wells in Priority Groundwater Management Areas (PGMA)

I. The requirements of **Article 706.02.04.G** are supplemental to Subdivision approval criteria for Development within a Priority Groundwater Management Area, in addition to, and not in lieu of, any Groundwater availability certification required by State Law or Title 30, Texas Administrative Code, Part 1, Chapter **230**.

II. Applicants requesting approval to utilize individual private water wells producing Local Groundwater to serve proposed new Development in a Priority Groundwater Management Area, as that term is defined by the Texas Commission on Environmental Quality, shall be subject to the following additional requirements:

a. The Person preparing the Groundwater availability certification shall document that they obtained available information on historical water levels and known water wells from the applicable Groundwater Conservation District.

b. The Person preparing the Groundwater availability certification shall perform a walking receptor survey around the perimeter of the Subject Property to identify the visual location of apparent undocumented water wells and to visually confirm the presence of documented water wells within five hundred (500) feet of the boundaries of the Subject Property.

c. The Person preparing the Groundwater availability certification shall estimate the average annual recharge (per acre) in the vicinity of the Subject Property using a Groundwater Availability Model (GAM) reviewed and approved by the Texas Water Development Board.

d. The Person preparing the Groundwater availability certification shall utilize the estimated annual average recharge rates to determine the total estimated annual recharge for the footprint area of the Subject Property.

e. The estimated annual recharge for the Subject Property shall be compared to the projected annual Groundwater withdrawal, to assess whether the projected withdrawal exceeds the estimated recharge.

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f. For Developments where the projected withdrawal exceeds estimated recharge, the Applicant must do one or more of the following:

1. Comply with the minimum Lot size requirement of **Chapter 102.02.03**;

2. Provide a supplemental demonstration of water availability based on an Other Water Supply System and pro-rate the minimum Lot size requirement using six (6.00) acres for the percentage provided by Local Groundwater and the otherwise applicable value from **Chapter 102.02.03** for the Other Water Supply System; or,

3. Subject to the requirements of **Article 706.02.04.G.II.h**, obtain **TDR Credit** by securing a transfer of development rights under **Article 103.04** for currently undeveloped property in a quantity sufficient to balance the Groundwater withdrawal for the Subject Property with overall recharge from the Subject Property and other property.

4. In addition Written Notice must be provided, as outlined in **Chapter 111.02.04**, to the Owners of all proximate property for which a Groundwater well is documented or discovered during the walking receptor survey and the Owners of any other documented well within one-quarter (¼) mile of the Subject Property, that the projected Groundwater use for the proposed Development is being offset through the acquisition of additional property.

5. The Director or their designee shall make available to the public standardized notice language for this purpose.

g. For Developments where the availability of Groundwater is limited to less than the flow required to support fully developed conditions, the Applicant must include in the Water and Wastewater Service Plan the procedures to be utilized to limit Groundwater withdrawal to the certified available quantity.

h. Property outside the Subject Property that is used for the purpose of balancing the Groundwater withdrawal for the Subject Property shall comply with the following conditions:

1. Eligible additional property must recharge to the same aquifer zone as the Subject Property and be within the same PGMA.

2. All such additional property must be placed within a Conservation Easement or equivalent legal mechanism structured to prohibit in perpetuity its future Subdivision or Development.

(i) If the property is utilized as a Receiving District under **Article 103.04**, documentation must follow the requirements of **Chapter 103.04.06.A**.

3. The Easement or instrument must be granted to the public and held by the County or other non-profit legal entity recognized by the County as custodian for the County. Such Easement or instrument shall be in such form and under such conditions as are acceptable to the Hays County Criminal District Attorney's Office.

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4. For properties located within the jurisdiction of public entities having zoning authority, the Applicant must provide documentation that the zoning for the additional property is "agricultural", "open space" or other equivalent zoning that allows little to no Development of the additional property.

5. The additional property must be contiguous to the Subject Property or located within five (5) miles of the Subject Property.

6. Additional property that is contiguous to the Subject Property may be considered as providing the same recharge as the Subject Property.

7. Additional property that is not contiguous but is located within five (5) miles of the Subject Property will be considered to provide seventy-five percent (75%) of the recharge provided by the Subject Property.

02.04.H. Water Availability Demonstrations Using New TCEQ Public System

I. In addition to the requirements outlined in **Chapter 106.02.04.B**, an Applicant proposing to serve a Development through a new public water supply must include the following information in the Water and Wastewater Service Plan:

a. If water service is to be provided by a Municipal Utility District (MUD) or other special purpose district that has not been created as of the filing of the initial Application for Development Authorization, a detailed description of the proposed

district boundaries, a timetable for creation of the district, and identification of the proposed organization of the district must be provided; and

b. Prior to the final approval of the Final Plat or Development Authorization, the Applicant must supply a letter to the Director or their designee from the water service provider certifying the following:

1. That the provider has the authority to provide water service;
2. That there will be sufficient capacity to serve all phases of the proposed Development, including a statement describing the level of fire protection afforded to the proposed phase(s) of the Development; and
3. That all required agreements have been executed to begin service to the Development before Lots are sold.

II. Within ten (10) business days of receiving the supply letter, the Applicant shall notify in writing all governmental entities having jurisdiction over any aspect of water supply to the proposed Development, and request their comments on the letter. The Applicant shall concurrently provide the Director or their designee a copy of each transmitted notification letter.

III. If the water service provider does not own or otherwise control the source(s) of supply, the Director or their designee may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s).

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IV. In addition to the information required to be provided by the water service provider, the Director or their designee will include in the Development Authorization a provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed Development.

a. Any disputes between the Applicant, water service provider and other governmental jurisdictions must be appealed to the Commissioners Court.

V. For Developments within the jurisdiction of a Groundwater Conservation District that utilize Groundwater in their demonstration, a formal Groundwater availability analysis, in accordance with TLGC **232.0032** and Title 30, Texas Administrative Code, Part 1, Chapter **230**, must be provided, along with a statement acknowledging that all applicable requirements of the GCD will be met.

VI. Data for Groundwater production and transmission specific to the new public water supply system must be developed in accordance with the requirements of Title 30, Texas Administrative Code, Part 1, Chapter 290, **Subchapter D**.

02.04.I. Water Availability Demonstrations Using Existing TCEQ Public System

I. In addition to the requirements outlined in **Chapter 106.02.04.B**, an Applicant proposing to serve a Development through an existing public water system must include the following information in the Water and Wastewater Service Plan:

a. A description of the authority of the existing provider to serve the proposed phase of Development;

b. A statement as to whether the existing provider has available capacity to serve the proposed phase of Development, including a statement describing the level of fire protection afforded to the proposed phase(s) of the Development;

c. A description of the type of water service to be provided, including wholesale or retail level of service, and a timetable for the providing of such service to the proposed Development;

d. Identification of any anticipated water supply or service agreements that will be executed prior to the provision of service; and

e. Prior to the final approval of the Final Plat or Development Authorization, the Applicant must provide a Written Notice to the Director or their designee from the utility provider certifying the following:

(i) That the provider has the authority to provide water service;

(ii) That there will be sufficient capacity to serve all phases of the proposed Development; and

(iii) That all required agreements have been executed to begin service to the Development before Lots are sold.

II. Within 10 business days of receiving the supply letter, the Director or their designee will notify in writing all governmental entities which the County has record of having jurisdiction over any aspect of water supply to the proposed Development, and request their comments on the letter.

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III. If the water service provider does not own or otherwise control the source(s) of supply, the Director or their designee may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s), in addition to the information required to be provided by the water service provider.

IV. The Director or their designee will include in the Development Authorization a provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed Development.

a. Any disputes between the Applicant, water service provider and other governmental jurisdictions must be appealed to the Commissioners Court.

V. A letter from a retail or wholesale utility provider regarding authority to serve, system capacity, or execution of service agreements does not substitute for the Groundwater availability certification required by TLGC Section **232.0032**, State Law ,or Title 30, Texas Administrative Code, Part 1, Chapter **230**.

02.04.J. Water Availability Demonstrations Using Rainwater Harvesting

I. In addition to the requirements outlined in **Chapter 106.02.04.B**, an Applicant proposing to serve a Development through a Rainwater Harvesting System must include the following information in the Water and Wastewater Service Plan:

a. Estimates of the water availability from rainwater harvesting based upon "The Texas Manual on Rainwater Harvesting", published by the Texas Water

Development Board, or other industry standard sources as determined by the Director.

b. Water demand estimates for demonstrations involving rainwater harvesting, including demonstrations utilizing multiple water sources, not lower than the largest value of the following:

   1. The maximum water usage rates for "water conserving households" identified by the American Water Works Association, "Residential End Uses of Water";

   2. A total of forty (40) gallons per Person per day; or

   3. A total of one hundred fifty (150) gallons per Dwelling Unit per day.

c. A standardized design for a Rainwater Harvesting System, prepared by a Texas licensed professional engineer, using design parameters appropriate to the location of the Subject Property.

   1. The system design must be based on a prototype representative of actual conditions anticipated to be present on the Subject Property, including typical structure sizes and materials of construction.

   2. The system design must include schematic plans, drawings, and descriptions for the various component parts of the prototype system, and any minimum requirements (e.g. minimum storage tank sizes) and appropriate adjustment factors to be used for each component to account for the range of differing sizes and configurations of structures anticipated to be present throughout the Development.

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   3. The system design must address the level of fire protection that will be provided to the proposed phase(s) of the Development. In addition, the system must be built to requirements of the adopted Fire Code for pressurized flow in the event that stored water is required for fire suppression.

   4. If any of the stored water volume is intended to be used for landscape irrigation, the system design must demonstrate that the water demand for proposed irrigation use does not reduce the available water supply for all domestic use.

d. The Water and Wastewater Service Plan must include a standardized operations and maintenance plan for the Rainwater Harvesting System, prepared by a Texas licensed professional engineer.

   1. The operating and maintenance plan must be based on the prototypical design in **Chapter 106.02.04.J.I.c above** and describe in detail the operating and maintenance requirements for each component of the prototypical Rainwater Harvesting System.

e. The Water and Wastewater Service Plan must include a water balance modeling methodology using the previous twenty (20) years of historical rainfall data for analysis from the date of the Application. The analysis must demonstrate acceptable system performance through drought and wet-weather cycles and identify when backup water supply is required. In addition, roof-harvested

rainwater shall supply at least 95% of modeled water demand over the selected historical modeling period.

f. The Water and Wastewater Service Plan must clearly identify any water conservation measures and use limitations used in estimating the water demand and include the provisions to be utilized to ensure that the end users of the Rainwater Harvesting Systems are aware of the need to follow these restrictions.

g. If the proposed Development will be served by On-Site Sewage Facilities, the Water and Wastewater Service Plan must address the reuse of treated effluent for landscape irrigation within the Development.

h. A description of plans, as applicable, for alternative or backup water service and identification of the alternative or backup water source.

II. Subsequent Owners or users of the property are restricted from installing or utilizing Groundwater wells prior to approval of an updated water availability study under TLGC **232.0032** and Title 30, Texas Administrative Code, Part 1, Chapter **230** documenting sufficient Groundwater is available.

02.05. Wastewater Availability

02.05.A. Applicability

An Applicant for Development Authorization, including an On-Site Sewage Facility Permit, must comply with all requirements of this **Chapter 106.02.05**.

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02.05.B. Items Common to All Wastewater Availability Demonstrations

A wastewater availability demonstration submitted under these Regulations, regardless of the management method(s) utilized, must include the following:

I. A description of any new wastewater collection, treatment, storage, pumping and conveyance facilities.

a. If the project is to be phased, the description must address all wastewater facilities proposed to be utilized throughout full build-out of the Development;

II. An estimate of the amount of wastewater that will be treated and managed throughout all phases of Development supported by engineering calculations based on the anticipated timetable for full build-out;

III. A description of plans, as applicable, for alternative or backup wastewater service and identification of the alternative or backup wastewater source;

IV. A map showing the location of all wastewater facilities throughout all phases of Development as well as the proposed wastewater service area, including any TCEQ-approved service area boundaries of a wastewater service provider operating under a Certificate of Convenience and Necessity (CCN) within the boundaries of the proposed Development. This is not applicable to developments using OSSF;

V. An estimated timetable for completion of facilities. This is not applicable to developments using OSSF;

VI. Identification of the proposed method of wastewater effluent disposal or re-use and a listing of any TCEQ Permits that will be needed to implement the proposed wastewater disposal or re-use. If the project is adjacent to a sensitive environmental feature or stream, advanced methods of wastewater treatment and beneficial reuse shall be required; and

VII. Based on the information available at the time the Application is submitted, the anticipated Owner(s) and operator(s) of all wastewater facilities throughout all phases of Development.

02.05.C. Wastewater Availability Demonstrations Using New TCEQ Permitted System

I. An Applicant proposing to serve a Development through a new wastewater system must submit an engineering report sealed by a Texas licensed professional engineer describing how the proposed Development will be provided with wastewater service.

II. The Water and Wastewater Service Plan must contain the following information:

a. Identification of the proposed method of wastewater effluent disposal or re-use and a listing of any TCEQ Permits that will be needed to implement the proposed wastewater disposal or re-use; and

b. If wastewater service is to be provided by a Municipal Utility District (MUD) or other special purpose district that has not been created as of the filing of the Application for Development Authorization, the Water and Wastewater Service plan must include the following:

1. A detailed description of the proposed district boundaries;

2. A timetable for creation of the district; and

3. Identification of the proposed organization of the district.

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III. Prior to the final approval of the Final Plat or Development Authorization, the Applicant must supply a letter to the Director or their designee from the utility provider certifying:

a. That the provider has the authority to provide wastewater service;

b. That there will be sufficient capacity to serve all phases of the proposed Development;

c. That all required agreements have been executed to begin service to the Development before Lots are sold; and

d. A service agreement from the utility provider.

IV. Prior to recording the Final Plat, the Applicant must submit a letter indicating design approval from the utility provider.

02.05.D. Wastewater Availability Demonstrations Using Existing TCEQ Permitted System

I. An Applicant proposing to serve a Development through an existing wastewater system must submit an engineering report sealed by a Texas licensed professional engineer describing how the proposed Development will be provided with wastewater service.

II. The Water and Wastewater Service Plan must contain the following information:

a. A description of the authority of the existing provider to serve the proposed Development as well as any individual phase of the Development;

b. A statement as to whether the existing provider has available capacity to serve the proposed Development as well as any individual phase of the Development;

c. A description of wholesale or retail wastewater services;

d. A timetable for providing service to the proposed Development as well as any individual phase of the Development; and

e. Identification of any anticipated wastewater service agreements to be executed prior to the provision of service.

III. Prior to the final approval of the Final Plat or Development Authorization, the Applicant must supply a letter to the Director or their designee from the utility provider certifying:

a. That the provider has the authority to provide wastewater service;

b. That there will be sufficient capacity to serve all phases of the proposed Development; and

c. That all required agreements have been executed to begin service to the Development before Lots are sold.

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02.05.E. Wastewater Availability Demonstrations Using On-Site Sewage Facility

An Applicant for Development Authorization, including On-Site Sewage Facility Permit, must comply with all requirements of this **Chapter 106.02.05.B** and those set forth in Title 30, Texas Administrative Code, Part 1, Chapter 285, Subchapter A, Section **285.4**.

Chapter 107. Drainage and Stormwater Management.

Article 107.01. Purpose, Authority and Applicability.

01.01. Purpose and Applicability.

This Chapter shall govern the design, construction and public dedication and use of all drainage, flood control and storm water management facilities and features (hereafter "storm water management facilities") for a all Development within the County but outside the incorporated limits of any municipality in the County.

01.02. Authority.

Approval of the Commissioners Court is required prior to acceptance by the County of drainage, flood control or storm water features. Separate approval is required under **Chapter 109.01.02 Use of County Property and Facilities.**, including Roadway Right-of-Way.

Article 107.02. Public Facilities.

02.01. Dedication to Public.

02.01.A. Dedication Methods

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Any dedication of storm water management facilities to the public shall be accomplished using one of the methods identified in **Chapter 102.02.09**. Storm water management facilities to be constructed within dedicated Regulated Roadways shall not require separate dedication. In no event shall any private Lot extend into a dedicated public storm water management feature.

I. All public storm water management facilities and other areas of concentrated storm water flow shall be contained within a dedicated public Easement or Right-of-Way conveyed to the Property Owners Association, Municipal Utility District, or other special district having jurisdictional authority over the development.

II. All areas within a floodplain (see **Chapter 108**) shall be contained within a dedicated public Drainage Lot, Easement, or Right-of-Way.

III. The maintenance and operation of all public storm water management facilities shall be the responsibility of the Property Owners Association, Municipal Utility District, or other special district having jurisdictional authority over the development.

02.02. Publicly Maintained and Dedicated Facilities.

Storm water management facilities dedicated to the public (thereafter "Public storm water management facilities") shall be required to provide proper drainage of Regulated Roadway in all Developments approved under these Regulations. Constructed public storm water management facilities shall be designed and constructed in accordance with **Chapter 107.02.03**. Areas occupied by existing watercourses may also be dedicated to the public as a part of a Development Authorization issued under these Regulations. In the initial submittal to the County (e.g. the Preliminary Plan or the Infrastructure Development Plan), the Applicant shall identify all storm water management facilities for which County acceptance

of maintenance will be requested. Applicants proposing County acceptance of maintenance for storm water management facilities controlling runoff rate or storm water quality from within the Development shall be required to enter into a Development Agreement with the County prior to acceptance of maintenance.

02.03. Construction of Public Storm Water Management Facilities.

Public storm water management facilities shall be considered Public Infrastructure, subject to the requirements of **Chapter 102,** unless interim authorization for construction is obtained under **Chapter 102.03.05.E**, construction of public storm water management facilities shall not commence until such time as a Development Authorization has been issued by the County on an Application filed under these Regulations.

Article 107.03. Regulations and Requirements.

03.01. Drainage Standards.

03.01.A. Design of Storm Water Management Facilities.

All storm water management facilities and related Improvements shall be designed and installed so as to provide, to the maximum extent feasible, a logical system of storm water management and to permit continuity of storm water management facilities to adjacent properties. All storm water management facilities shall be designed and/or evaluated by a Texas licensed professional engineer. Documentation evidencing compliance with these Regulations shall be submitted to the Department with the Application. Drainage, flood control and storm water management design methodologies shall be based upon the methods used by the Texas Department of Transportation, the "Hays County Standard Specifications: Drainage" or other commonly accepted engineering practices used within the area. All design and/or evaluation computations for floodplains and storm water management facilities shall be based on fully developed upstream conditions. For upstream areas that extend off the Subject Property, the Applicant may estimate the fully developed conditions based on information available from the Department based on the latest edition of the County's adopted Drainage Criteria Manual, regional planning efforts, or other criteria adopted by the County.

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03.01.B. 100-year Storm Event Inundation Analysis.

I. The Applicant shall provide a drainage analysis defining those areas within and contiguous to a proposed Development that are subject to storm water inundation during the one hundred year (100-year) storm event. This analysis must be in the form of engineering calculations and include an overall plan view of the proposed Development and contiguous properties delineating the areas of 100-year inundation with such areas shaded or crosshatched. The analysis shall be based on the anticipated fully developed condition of the project, including any proposed building, paving, clearing, drainage, Roadway, excavation, fill or other significant environmental modifications affecting peak flow rates of storm water runoff. The analysis shall be conducted for all watersheds greater than ten (10.00) acres.

II. The analysis shall take into consideration all contributing watersheds to the extent that they affect or cause inundated areas within and contiguous to the proposed

development area. A contributing watershed is a drainage area that drains storm water runoff to the proposed development area. Existing unplatted areas within contributing watersheds shall be analyzed considering their existing state of Development. Existing platted areas within contributing watersheds shall be analyzed considering their fully built intended use and accounting for the effects of any existing drainage Improvements affecting peak flow rates of storm water runoff. The analysis shall be conducted for all watersheds greater than ten (10.00) acres.

III. The one hundred year (100-year) storm event inundation analysis shall be prepared, sealed, and signed by a Texas licensed professional engineer and shall be reviewed and accepted by the Director or their designee.

IV. The Subdivision Plat shall have building set-backs containing all areas identified as being inundated by the one hundred year (100-year) storm event. A note shall be placed on the Plat stating the following:

a. "A drainage study has been completed for this Plat and is available for review at the Director's Office. Areas identified by the study as being inundated during certain storm events have been placed within building set-backs. The construction of buildings within building set-backs requires Commissioners Court approval".

03.01.C. Setbacks from Critical Environmental Features and Streams

I. Drainage patterns for proposed Development must be designed to protect sensitive environmental features and streams from the effects of runoff from developed areas, and to maintain the catchment areas of recharge features in a natural state. Storm water management facilities shall be sufficient to avoid the effects of erosion, sedimentation, and high rate of flow into sensitive environmental features and streams.

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II. Setback areas for sensitive environmental features and streams shall not be disturbed by construction activities and shall be dedicated as follows:

a. For a Plat application, the setback area shall be shown as a protective easement on the recorded Final Plat dedication; or

b. For a Development Authorization, the setback area shall be delineated within a restrictive easement area included within the Development Permit Application documentation. Once the setback area is approved by the Director or their designee, the Applicant shall record the restrictive easement, by instrument approved as to form and content by the County, in the Official Public Records of Hays County, Texas.

III. The following minimum setbacks are established around each sensitive environmental feature, except as provided by Paragraph c below:

a. For a cave, sinkhole, spring, and wetland, the minimum width of the setback is one hundred and fifty (150) feet from the edge of the sensitive environmental feature.

b. For a point recharge feature, the required setback coincides with the topographically defined contributing surface drainage area to the feature, except that the width of the setback from the edge of the sensitive environmental feature

must not be less than one hundred and fifty (150) feet and the setback need not extend greater than three-hundred (300) feet, depending on the boundaries of the surface drainage area.

c. The width of a sensitive environmental feature setback for an Edwards Aquifer karst or recharge feature may be reduced if evidence is provided by the applicant that the TCEQ has approved of the lesser width in accordance with the requirements or guidance specified for the Edwards Aquifer Protection Program.

IV. Except as provided in Paragraph **V** that follows, the following limitations shall be adhered to within a sensitive environmental feature setback:

a. Natural vegetative ground cover shall be retained to the maximum extent practicable in accordance with the City of Austin Environmental Criteria Manual to preserve the water quality functionality of the setback area;

b. Construction-related activities are prohibited;

c. Wastewater disposal and irrigation are prohibited; and

d. Perimeter fencing with not less than one access gate shall be installed at the outer perimeter of the sensitive environmental feature setback area for all point recharge features.

V. The preceding Paragraph **IV** does not apply to a yard, hiking trail, or a recharge basin designed to discharge to a point recharge feature without polluting groundwater if the yard, hiking trail, or recharge basin is located at least fifty (50) feet from the edge of the sensitive environmental feature.

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VI. The following limitations shall be adhered to within a stream setback:

a. Setback areas shall remain free of construction, development, and other land disturbance activities except for utility and roadway crossings approved by the Director or their designee.

b. Wastewater collection lines and lift stations are prohibited from running within the setback area or parallel to the stream.

c. No golf courses, on-site wastewater systems, or wastewater irrigation shall be located in a stream setback area.

d. Before reaching a stream setback area, drainage patterns from a development shall be designed to prevent erosion, maintain infiltration and recharge of local seeps and springs, attenuate the harm of contaminants collected and transported by storm water, and dispersed into a sheet flow pattern. Whenever possible, pre-development natural drainage features and patterns shall be maintained.

VII. All requests for exceptions to a required sensitive environmental feature or stream setback shall be included as a part of the Plat or Development Permit Application submittal.

VIII. The Director or their designee may approve limited utility and roadway crossings within the setback area. However, the number of crossings through a setback area shall be minimized according to the guidance located in the Lower Colorado River

Authority Highland Lakes Watershed Ordinance Technical Manual or the City of Austin Environmental Criteria Manual, as applicable to the watershed.

IX. The Director or their designee may approve a necessary stream crossing of a wastewater line in a stream setback in accordance with the following procedures and guidelines:

a. The wastewater line shall follow the most direct alignment into and across the stream setback to minimize disturbance.

b. The depth of a wastewater line crossing and location of associated access shafts shall not be constructed within a known flood-related erosion hazard zone.

c. Except for a necessary crossing, a wastewater line in a stream setback shall be located outside the area subject to storm water inundation during the two year (2-year) storm event.

X. The Director or their designee may approve a park development within a sensitive environmental feature or stream setback that is limited to trails, picnic facilities, open space, and similar construction if:

a. The construction plans demonstrate the Improvements will not alter existing vegetation and drainage patterns or increase erosion;

b. The Improvements are outside the erosion hazard zone;

c. The use of fertilizer, pesticides, and herbicides is prohibited except that incidental use may be allowed if an integrated pest management program demonstrates it will prevent pollutant discharges to the maximum extent practicable; and

d. The Improvements do not include a stable or corral for animals.

XI. A stream setback does not apply to a previously modified drainage feature serving Roadway Right-of-Way that does not possess any natural and traditional character and cannot reasonably be restored to a natural condition.

03.01.D. Control of Runoff Rate and Volume.

Storm water runoff from any proposed Development that is discharged from the Subject Property onto adjacent property or into any other county storm water management facility or any such storm water management facility associated with an existing Roadway, whether public or private, must be released at a controlled rate. For storm events including the two (2), five (5), ten (10), twenty-five (25), and one hundred (100) year frequency, storm water runoff may be discharged under the post-Development conditions at a rate no greater than the pre-Development condition. To the greatest extent practicable, the Post-Development runoff volume shall mimic Pre-Development conditions. Post-Development storm water management calculations shall be based on fully developed conditions. The Department shall require the submission of materials documenting that the proposed Development will be in compliance with this Article.

03.01.E. Sizing of Storm Water Management Facilities

I. All storm water management facilities, including ditches, drainage pipes, Roadway curbs, gutter inlets, Driveway or Roadway culverts, and storm sewers shall be designed

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to intercept and transport storm water runoff to a public storm water management facility or a defined watercourse.

a. Storm water management facilities shall be sized to prevent inundation during the twenty-five year (25-year) frequency design storm event for all portions of Lots not within a building setback line.

b. A minimum of one clear lane width of travelway shall be provided on all Roadways during the twenty-five year (25-year) frequency design storm event.

c. Storm water management facilities crossing Regulated Roadways shall be sized to accommodate runoff from the following frequency design storm events without inundating the Roadway, based upon the classification of Roadway, as set forth below.

Table 5 Design Storm Frequency Based on Roadway Classification

Roadway Classification	Storm Frequency
Country Lane	5-year
Local Roadway	10-year
Urbanized Local Roadway	10-year
Minor Collector	15-year
Major Collector	25-year
Minor Arterial	25-year
Major Arterial	25-year

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d. Unless a larger minimum size is specified by the design engineer, all Driveway culverts shall be current standard size.

03.01.F. Conveyance of 100-Year Storm Frequency Flows.

In addition to the minimum design criteria included in this Article, the storm water management system shall be designed to convey all channelized or concentrated flows from a one hundred year (100-year) frequency storm within defined Right-of-Way or Easements.

03.01.G. Maximum Headwater Elevation for Roadway Crossings.

I. All Roadways, culverts underneath Roadways, and bridges shall be designed so that storm water runoff from the frequency storm event designated below crossing such Roadway or bridge shall not produce a headwater elevation at the Roadway greater than six (6) inches above the Roadway crown elevation, nor shall it produce a design flow over the Roadway at a velocity greater than ten (10) feet per second, based upon the classification of the Roadway affected by the storm water management structure

Table 6 Design Storm Frequency Based on Roadway Classification

Roadway Classification	Storm Frequency
Country Lane	25-year
Local Roadway	25-year
Urbanized Local Roadway	25-year
Minor Collector	25-year
Major Collector	100-year
Minor Arterial	100-year
Major Arterial	100-year

II. A permanent depth gauge shall be placed at all Roadway crossings where the one hundred year (100-year) frequency flow or lesser frequency is anticipated to flow over the Roadway surface. The Commissioners Court may require installation of gates or warning devices at all or some of such locations.

III. All Roadway storm water facility crossings shall be designed and constructed to withstand the impact of water being impounded adjacent to the storm water management facility up to and including the one hundred year (100-year) frequency.

IV. This Article does not apply to driveway culverts.

03.01.H. Public Safety Considerations.

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All public storm water management facilities, including Driveway culverts, shall be designed with public safety considerations. Public storm water management facilities constructed within Regulated Roadways shall comply with the safety standards published by the Texas Department of Transportation. All Driveways shall conform to the Hays County Driveway Specifications.

03.01.I. Completion of Drainage System Prior to Acceptance of Roadway Maintenance.

No Roadways will be accepted for maintenance by the County until all storm water management facilities, including drainpipes for all Driveways constructed as of the acceptance date, have been installed by the Applicant or Permittee and have been inspected and certified by a Texas licensed professional engineer that all drainage improvements are in conformance with the approved construction plans. Permanent vegetation must be established or financial assurance must be provided to permanently stabilize any remaining areas disturbed during construction.

03.02. Floodplain Management.

03.02.A. Identification of Special Flood Hazard Areas.

I. Regulatory floodplains (identified as Areas of Special Flood Hazard) and Regulatory Floodways may be defined based on available mapping.

II. A drainage area of ten (10.00) acres or greater within a contributing watershed for which a Regulatory floodplain has not previously been identified shall require the identification of a local floodplain in accordance with the procedures for local hydraulic floodplain analysis outlined in the County's adopted Drainage Criteria Manual. For

areas of flow with less than ten (10.00) acres of contributing area, the identification of a local floodplain is not required; however, any concentrated flow necessitates the dedication of a drainage Easement.

III. Development within an Area of Special Flood Hazard must conform to the requirements of **Chapter 108**. Only limited utility, Roadway or pedestrian crossings and fences that do not obstruct flow will be permitted in drainage Easements.

03.03. Areas Subject to Local Water Quality Requirements.

03.03.A. Compliance Required.

Developments located in areas governed by the applicable water quality requirements of another jurisdiction shall identify all such requirements in their Storm Water Management Plan. The Applicant shall furnish to the County copies of all documents prepared for the Development to satisfy the requirements of such other applicable water quality management requirements.

03.03.B. Incorporation by Reference.

Applicable storm water quality requirements adopted by other jurisdictions within Hays County are hereby incorporated into these Regulations. Compliance with these referenced requirements may be included as a special provision in any Development Authorization issued by the County.

03.03.C. Notice of the Storm Water Quality Requirements of Other Jurisdictions.

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I. The following water quality requirements promulgated by other jurisdictions govern portions of Hays County. These requirements are amended from time to time. It is the Applicant's responsibility to follow all other local requirements:

a. The City of Austin water quality and environmental ordinances, effective in the ETJ of the City of Austin.

b. The City of Buda Water Quality Ordinance, effective in the ETJ of the City of Buda.

c. The City of Dripping Springs Water Quality Ordinance, effective in the ETJ of the City of Dripping Springs.

d. The City of Kyle Water Quality Ordinance, effective in the ETJ of the City of Kyle.

e. The City of San Marcos Environmental Ordinances, effective in portions of the ETJ of the City of San Marcos.

f. The Lower Colorado River Authority (LCRA) Highland Lakes Watershed Ordinance, applicable in portions of western Hays County, within the watersheds of the Highland Lakes.

g. The TCEQ Edwards Aquifer Protection Program, for those portions of the County designated as being within either the Contributing Zone or the Recharge Zone of the Edwards Aquifer, as adopted under Title 30, Texas Administrative Code, Part 1, Chapter **213**.

h. The TCEQ Construction Site Storm Water Permitting Program, regulating all construction activities disturbing more than one (1) acre, anywhere within Hays County.

i. The TCEQ Municipal Separate Storm Sewer System (MS4) Permitting Program, effective August 15, 2024, for those portions of the County designated as "Urbanized Areas" by the U.S. Census Bureau, as identified in the County's "Storm Water Management Program" (SWMP) approved by the Texas Commission on Environmental Quality. Urbanized areas subject to the requirements of the SWMP are designated in the SWMP.

II. The requirements listed in **I**. above are amended from time-to-time, including without the knowledge of the County. The Applicant bears the responsibility of accessing, being familiar with, and complying with all applicable local requirements, as amended.

03.04. Incentives for Lots Larger than Five Acres

03.04.A. Incentives for Lots Larger than Five Acres.

If the Application is for a Subdivision with five (5) Lots or less under **Chapter 702** and all Lots in the proposed Subdivision are larger than five acres and restricted by Plat note limiting future Development to one single-family residence per Lot and prohibiting TCEQ Regulated Development, then such Subdivision shall be deemed to be in compliance with this Article and no additional materials need be submitted to demonstrate compliance to the Director.

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I. Notwithstanding the preceding requirements, all drainage facilities affecting Local Roadways, Urbanized Local Roadways or Minor Collectors may be designed based on a five-year frequency design storm event if all Lots in the Development are restricted to one single family residence per Lot and prohibiting TCEQ Regulated Development and the design of such drainage structures is approved by the Department. All drainage construction will, however, be subject to the remainder of this Article.

II. Notwithstanding the preceding requirements, all Country Lanes, Local Roadways, Urbanized Local Roadways or Minor Collectors, and culverts underneath such Roadways, may be designed based on a ten-year storm frequency if all Lots in the Development are restricted to one Single-Family Residence per Lot and prohibiting TCEQ Regulated Development and the design of such drainage structures is approved by the Department. All drainage construction will, however, be subject to the remainder of this Chapter. This incentive shall not apply to bridges.

Chapter 108. Flood Damage Prevention.

Article 108.01. Applicability.

01.01. Purpose and Authority

01.01.A. Title.

This Chapter shall govern flood damage prevention activities associated with development in Hays County, Texas.

01.01.B. Authority

The Legislature of the State of Texas has, in Texas Water Code Annotated, Sections **16.313**, **16.315**, and **16.318**, delegated the responsibility to local governmental units to adopt Regulations designed to minimize flood losses. Legal Authority for adopting and enforcing the requirements in this Chapter is granted to the County including, but not limited to, under TLGC Chapter **232** and under Texas Water Code Chapters **16**, **26**, and **35**. Therefore, the Commissioners Court of Hays County, Texas, does hereby adopt the following Flood Management Regulations.

01.01.C. Findings of Fact

The flood hazard areas of Hays County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.

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These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses which are vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed, or otherwise protected from flood damage.

01.01.D. Statement of Purpose.

It is the purpose of this Chapter to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

I. Protect human life, health, safety, and welfare;

II. Minimize expenditure of public money for costly flood control projects;

III. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

IV. Minimize prolonged business interruptions;

V. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges, and culverts located in floodplains;

VI. Help maintain a stable tax base by providing for the sound use and Development of flood prone areas in such a manner as to minimize future flood blight areas; and,

VII. Ensure that potential buyers are notified that property is in a flood hazard area.

VIII. Protect the beneficial functions of floodplains.

01.01.E. Approval Required Prior to Development.

Approval of the County is required prior to conducting Development activities in Flood Hazard Areas, unless excluded or exempted under State Law or as exempted below.

01.02. Methods of Reducing Flood Losses

01.02.A. In order to accomplish its purposes, this Chapter authorizes the use of the following methods:

I. Use of the most reliable flood hazard information available, including FEMA Flood Insurance Study data, FEMA Base Level Engineering data, County-approved drainage studies, Regional, or State Flood Planning resources, and other valid flood hazard information adopted or accepted by the County's Floodplain Administrator to inform Development activities;

II. Restrict or prohibit uses that are dangerous to health, safety, or property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

III. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage throughout their intended lifespan;

IV. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation or channeling of flood waters;

V. Control filling, grading, dredging, and other Development which may increase flood damage; and

VI. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.

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Article 108.02. Definitions Specific to This Chapter

02.01. General Definition.

02.01.A. Unless specifically defined below, words or phrases used in this Chapter shall be interpreted to give them the meaning they have in common usage and to give this Chapter its most reasonable Application.

1. Alluvial Fan Flooding

Flooding occurring on the surface of an alluvial fan or similar landform which originates at the Apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

2. Anchored

Adequately secured to prevent floatation, collapse, or lateral movement.

3. Apartment

A multi-unit Building consisting of four (4) or more Dwelling Units joined by party walls within a single Building envelope.

4. *Apex*

   A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and Alluvial Fan Flooding can occur.

5. *Appurtenant Structure*

   A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

6. *Area of Future Conditions Flood Hazard*

   The land area that would be inundated by the one-percent-annual chance (100 year) flood based on future conditions hydrology.

7. *Area of Shallow Flooding*

   A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent (1%) or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

8. *Area of Special Flood-Related Erosion Hazard*

   The land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication on the FIRM, Zone E may be further refined.

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9. *Area of Special Mudslide (i.e., mudflow) Hazard*

   The land within a community most likely to be subject to severe mudslides (i.e. Mudflows). The area may be designated as Zone M on the FHBM. After the detailed evaluation of the special mudslide hazard area in preparation for publications of the FIRM, Zone M may be further refined.

10. *Atlas 14*

    An ongoing precipitation frequency study by the National Oceanic and Atmospheric Administration (NOAA). This study analyzes historical rainfall data in order to determine future hypothetical rainfall events. The updated study released for Texas in 2018 replaces the older precipitation frequency data released in 1998. The data from Atlas 14 indicates that the average twenty four-hour (24-hour) (1% / 100-year) storm event has increased in severity and frequency in Hays County.

11. *Average Grade*

    The average of the highest and lowest existing ground elevation points around the structure’s foundation.

12. *Base Flood*

    The flood having a one percent (1%) chance of being equaled or exceeded in any given year (also called the “regulatory flood”).

13. *Base Flood Elevation (BFE)*

    The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) where BRE data are provided that indicates the Water Surface Elevation resulting from the flood that has a one percent (1%) chance of equaling or exceeding that level in any given year - also called the Base Flood.

14. *Basement*

    Any area of the Building having its floor subgrade (below ground level) on all sides.

15. *Best Available Floodplain*

    The most recent floodplain mapping available to Hays County. This floodplain data may be more accurate than the effective FEMA floodplain mapping. In some cases, the Best Available Floodplain may be FEMA's Base Level Engineering.

16. *Breakaway Wall*

    A wall that is not part of the structural support of the Building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the Building or supporting foundation system.

17. *Building*

    See "Structure."

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18. *Certification*

    A Certification by a Texas licensed professional engineer or other party that does not constitute a warranty or guarantee of performance, expressed or implied. Certification of data is a statement that the data is accurate to the best of the certifier's knowledge. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices to provide protection from the Base Flood. Certification of "as built" conditions is a statement that the structure(s) has been built according to the plans being certified, is in place, and is fully functioning.

19. *Critical Facility*

    A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

20. *Critical Feature*

    An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

21. *Department*

    The Hays County Development Services Department.

22. *Developed Area*

    An area of a community that is:

    - A primarily urbanized, built-up area that is a minimum of twenty (20) contiguous acres, has basic urban Infrastructure, including roads, utilities, communications, and public facilities, to sustain industrial, residential, and commercial activities, and
        - Within which seventy-five percent (75%) or more of the parcels, tracts, or Lots contain commercial, industrial, or residential structures or uses; or
        - Is a single parcel, tract, or Lot in which seventy-five percent (75%) of the area contains existing commercial or industrial structures or uses; or
        - Is a Subdivision developed at a density of at least two residential structures per acre within which seventy-five percent (75%) or more of the Lots contain existing residential structures at the time the designation is adopted.
    - Undeveloped parcels, tracts, or Lots, the combination of which is less than 20 acres and contiguous on at least 3 sides to areas meeting the criteria of Paragraph a. of this definition at the time the designation is adopted.
    - A Subdivision that is a minimum of twenty (20) contiguous acres that has obtained all necessary government approvals, provided that the actual "start of construction" of structures has occurred on at least ten percent (10%) of the Lots or remaining Lots of a Subdivision or ten percent (10%) of the maximum Building Coverage or remaining Building Coverage allowed for a single Lot Subdivision at the time the designation is adopted and construction of structures is underway. Residential Subdivisions must meet the density criteria in Paragraph a.3. of this definition.

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23. *Development*

    All land modification activity, including but not limited to, any man- made change to improved and unimproved real estate such as, the construction of buildings, Roadways, paved storage areas, parking Lots, stormwater management facilities, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials and other impervious structures or surfaces.

24. *Elevated Building*

    For insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

25. *Existing Construction*

    For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

26. *Expansion*

An addition to an existing Development.

27. *Expansion of a Structure*

    An addition attached to but outside of, either the vertical or horizontal confines of the existing structure or below the first floor of a building elevated on posts or piers, but which is not a "substantial improvement" as defined by these Regulations. Expansions cannot exceed one and a half times (150%) the square footage of the original structure over the life of the structure.

28. *Fill, also known as Earthen fill*

    Fill that is sometimes placed in a Special Flood Hazard Area (SFHA) to reduce flood risk to the filled area. The placement of fill is considered Development and will require a Permit under applicable Federal, State and local laws, ordinances, and Regulations. Fill is prohibited within the floodway unless it has been demonstrated that it will not result in any increase in flood levels. Some communities limit the use of fill in the flood fringe to protect storage capacity or require compensatory storage. The use of fill is prohibited for structural support of buildings in V Zones.

29. *Flood or Flooding*

    A general and temporary condition of partial or complete inundation of normally dry land areas from:

    - The overflow of inland or tidal waters.
    - The unusual and rapid accumulation or runoff of Surface Waters from any source.
    - Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in Paragraph 61of this definition are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
    - The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similar unusual and unforeseeable event which results in flooding as defined in Paragraph a.1. of this definition.

30. *Flood for insurance purposes*

    A general and temporary condition of partial or complete inundation of two (2) or more acres of normally dry land area or of two (2) or more properties (at least 1 of which is the policyholder's property) from sources 1-4 of the previous definition.

31. *Flood Boundary and Floodway Map (FBFM)*

    The official map of a community on which FEMA has delineated the areas of flood hazards and Regulatory Floodway.

32. *Flood Elevation Determination*

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A determination by the Floodplain Administrator of the Water Surface Elevations of the Base Flood, that is, the flood level that has a one percent (1%) or greater chance of occurrence in any given year.

33. *Flood Elevation Study*

    An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding Water Surface Elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

34. *Flood Hazard Area*

    All unincorporated areas of Hays County. All areas, including those outside of the shaded Zone X, may be susceptible to flooding.

35. *Flood Zones*

    Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA is defined as the area that will be inundated by the flood event having a one percent (1%) chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the Base Flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the Base Flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

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36. *Flood Hazard Boundary Map (FHBM)*

    An official map of a community, issued by FEMA, where the boundaries of the special flood hazard areas have been identified in Zone A.

37. *Flood Insurance Rate Map (FIRM)*

    An official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

38. *Flood Insurance Study (FIS)*

    See “Flood Elevation Study.”

39. *Floodplain or Flood-Prone Area*

    Any land area susceptible to being inundated by water from any source (see definition of flooding).

40. *Floodplain Management*

    The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and Floodplain Management Regulations.

41. *Floodplain Management Regulations*

This Chapter, along with such other development regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

42. *Floodproofing*

    Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

43. *Flood Protection System*

    Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, Levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

44. *Floodway*

    See “Regulatory Floodway.”

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45. *Floodway Encroachment Lines*

    The lines marking the limits of floodways on Federal, State, and local floodplain maps.

46. *Freeboard*

    A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effects of urbanization of the watershed.

47. *Functionally Dependent Use*

    A use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

48. *Habitable Structure*

    A structure suitable for human habitation including, but not limited to, single or multi-family residences, hotels, Condominium buildings, and buildings for commercial purposes. Each building of a Condominium regime is considered a separate habitable structure, but if a building is divided into Apartments, then the entire building, not the individual Apartment, is considered a single habitable structure. Additionally, a habitable structure includes porches, gazebos, and other attached Improvements.

49. *Highest Adjacent Grade*

    The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

50. *Historic Structure*

    Any structure that is:

    - A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
    - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
        - Individually listed on a State inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
        - Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
        - By an approved State program as determined by the Secretary of the Interior; or,
        - Directly by the Secretary of the Interior in states without approved programs.

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51. *Increased Cost of Compliance (ICC)*

    The coverage by a standard flood insurance policy under the NFIP that provides for the payment of a claim for the cost to comply with the State of Texas and Hays County floodplain management laws or ordinances after a direct physical loss by flood, when Hays County declares the structure to be “substantially” or “repetitively” flood-damaged. ICC coverage is provided for in every standard NFIP flood insurance policy and will help pay for the cost to floodproof, relocate, elevate, or demolish the structure.

52. *Levee*

    A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

53. *Levee System*

    A flood protection system which consists of a Levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

54. *Lowest Floor*

The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, Building access or storage in an area other than a basement area is not considered a Building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

55. *Manufactured Home also known as Manufactured Housing*

    A HUD-code manufactured home. HUD-code manufactured home means a structure:

    - Constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
    - Built on a permanent chassis;
    - Designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
    - Transportable in one or more sections; and
    - In the traveling mode, is eight (8) body feet in width or more, or at least forty (40) body feet in length or more, or, when erected on site is 320 square feet or more;
    - Includes the plumbing, heating, air conditioning, and electrical systems of the home; and
    - Does not include a recreational vehicle as defined by 24 CFR Section 3282.8 (G).
    - For the purpose of these Regulations, a mobile home shall be considered to be a manufactured home.

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56. *Manufactured (Mobile) Home Park or Subdivision, Existing*

    A manufactured (mobile) home park or Subdivision for which the construction of facilities for servicing the Lots on which the manufactured (mobile) homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed on or before December 31, 1974 or before the effective date of the community's initial Flood Insurance Rate Map (FIRM), whichever is later.

57. *Manufactured (Mobile) Home Park or Subdivision, Expansion to Existing Site*

    The preparation of additional sites by the construction of facilities for servicing the Lots on which manufactured (mobile) homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

58. *Manufactured (Mobile) Home Park or Subdivision, New*

    A manufactured (mobile) home park or Subdivision for which the construction of facilities for servicing the Lots on which the manufactured (mobile) homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed after

December 31, 1974, or on or after the effective date of the community's initial Flood Insurance Rate Map (FIRM), whichever is later.

59. *Map*

    The Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

60. *Mean Sea Level*

    For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevation (BFE)s shown on a community's Flood Insurance Rate Map are referenced.

61. *Mudflow*

    A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not mudflows.

62. *New Construction*

    For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent Improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent Improvements to such structures.

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63. *Non-habitable Structure*

    A structure that is not suitable or intended for human habitation.

64. *Participating Community*

    A community in which FEMA has authorized the sale of flood insurance. Also known as an eligible community.

65. *Principally Above Ground*

    Means that at least fifty-one percent (51%) of the actual cash value of the structure is above ground.

66. *Recreational Vehicle*

    A vehicle which is:

    - Built on a single chassis;
    - 400 square feet or less when measured at the largest horizontal projections;
    - Designed to be self-propelled or permanently towable by a light duty truck; and,
    - Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

- Does not exceed the legal size or weight limits required for an oversize/overweight (OS/OW) permit and route from the Texas Department of Motor Vehicles to travel on Texas roads.

67. *Reasonably safe from flooding*

    Base Flood waters will not inundate the land or damage structures and that any subsurface waters related to the Base Flood will not damage existing or proposed Buildings.

68. *Repetitive Loss*

    Flood-related damages sustained by a structure on two separate occasions during a 10-year period ending on the date of the event for which the second claim is made, for which the cost of repairs at the time of each such flood event, on the average, equaled or exceeded 25% of the market value of the structure before the damages occurred.

69. *Regulatory Floodway*

    The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the Base Flood without cumulatively increasing the Water Surface Elevation more than a designated height.

70. *Riverine*

    Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

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71. *Section 1316*

    The Section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of State or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land Development or occupancy in flood prone areas.

72. *Severe Repetitive Loss Building*

    Any Building that is covered under a Standard Flood Insurance Policy made available under this title;

    - Has incurred flood damage for which:
        - 4 or more separate claim payments have been made under a Standard Flood Insurance Policy issued pursuant to this title, with the amount of each such claim exceeding $5,000, and with the cumulative amount of such claims payments exceeding $20,000; or
        - At least 2 separate claims payments have been made under a Standard Flood Insurance Policy, with the cumulative amount of such claim payments exceed the fair market value of the insured Building before each loss.

73. *Special Flood Hazard Area (SFHA)*

    An area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM) as Zone A,

AO, A1-30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V. For the purpose of determining Community Rating System (CRS) premium discounts, all AR and A99 zones are treated as non-SFHA's.

74. *Start of Construction [for other than new construction or substantial Improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), and includes substantial improvement]*

    The date the building Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 calendar days of the Permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory Buildings, such as garages or sheds not occupied as Dwelling Units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a Building, whether or not that alteration affects the external dimensions of the Building.

75. *Structure*

    For floodplain management purposes, a walled and/or roofed Building, including a gas or liquid storage tank, that is Principally Above Ground, as well as a manufactured home.

76. *Structure for Insurance Purposes*

    - A Building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
    - A manufactured home (a manufactured home, also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections and affixed to a permanent foundation); or
    - A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.
    - For the latter purpose, "structure" does not mean a Recreational Vehicle or other similar vehicle, except as described in Paragraph a.3. of this definition or a gas or liquid storage tank that is below the ground surface.

77. *Subdivision*

    The division of a tract of land situated within Hays County and outside the corporate limits of any municipality into two or more parts to lay out or identify: (i) a Subdivision of the tract, including an addition; (ii) Lots; (iii) Roadways, alleys, squares, parks, or other parts of the tract intended to be dedicated to Public Use or for the use of

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purchasers or Owners of Lots fronting on or adjacent to the Roadways, alleys, squares, parks, or other parts; or (iv) division of the property for the purposes of establishing a security interest of a financial severance. It is the intent of the Commissioners Court of Hays County that the term “Subdivision” be interpreted to include all divisions of the land fully permitted under the laws of the State of Texas. A Subdivision includes a Manufactured Home Rental Community.

78. *Substantial Damage*

    Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

79. *Substantial Improvement*

    Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "Substantial Damage," regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "Historic Structure," provided that the alteration will not preclude the structure's continued designation as a "Historic Structure."

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80. *Variance*

    A grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see 44 CFR Section 60.6 of the National Flood Insurance Program Regulations).

81. *Violation*

    The failure of a structure or other Development to be fully compliant with the community's floodplain management regulations. A structure or other Development without the elevation certificate, other Certifications, or other evidence of compliance required in 44 CFR Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

82. *Water Surface Elevation*

    The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or Riverine areas.

83. *Zone of Imminent Collapse*

    An area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to ten (10) feet plus five (5) times the average annual long-term erosion rate for the site, measured from the reference feature.

Article 108.03. General Provisions

03.01. Lands to Which This Chapter Applies.

This Chapter shall apply to all Flood Hazard Areas within the jurisdiction of Hays County, Texas.

03.02. Basis for Establishing Special Flood Hazard Areas.

The Special Flood Hazard Area (SFHA) identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study for Hays County, Texas and Incorporated Areas," dated January 17, 2025, with accompanying effective Flood Insurance Rate Maps and/or Flood Boundary and Floodway Map (FBFM) and/or (FIRM) dated January 17, 2025, and any revisions thereto, are hereby adopted by reference and declared to be part of this Chapter.

03.03. Establishment of Development Permit System.

I. A Flood Hazard Area Permit System is hereby established to ensure compliance with the provisions of this Chapter. This system shall require an Application for a Development Authorization by the Applicant or the Permittee seeking the Development Authorization.

II. A county-wide Application system is a necessary and reasonable action to ensure that all Permits for Development in flood hazard areas have been obtained. The Commissioners Court through the Floodplain Administrator will develop and promulgate any and all forms as may be necessary for the implementation of this article.

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III. Additional floodplain data may be generated, which will improve the accuracy of floodplain boundary identification. Since the County will constantly be aware of map changes and additional data, the responsibility for determining whether a property or Development is within a flood hazard area must rest with the Hays County Floodplain Administrator. Flood Hazard Boundary Maps published by the Federal Insurance Administration delineate only the major flood prone areas within the County. With a County-wide review procedure, the Floodplain Administrator will be able to make recommendations for construction standards which will minimize or eliminate the possibility of damage from localized drainage problems.

03.04. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Chapter and other applicable Regulations.

03.05. Abrogation and Greater Restrictions.

This Chapter is not intended to repeal, abrogate, or impair any existing Easements, covenants, or deed restrictions. However, where this Chapter and another ordinance, Easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

03.06. Interpretation.

03.06.A. In the interpretation and application of this Chapter, all provisions shall be:

I. Considered as minimum requirements

II. Liberally construed in favor of the governing body; and

III. Deemed neither to limit nor repeal any other powers granted under State statutes.

03.07. Warning and Disclaimer of Liability.

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder.

03.08. Establishment of Fees.

The Commissioners Court, upon the recommendation of the Department, shall establish Application fees commensurate with the service rendered by the County. Development fees are due at the time of Application.

Article 108.04. Administration.

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04.01. Designation of the Floodplain Administrator.

The Commissioners Court shall appoint the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management. If no other individual has been appointed by the Commissioners Court, the Director of the Department, or their designee, shall serve as the Floodplain Administrator.

04.02. Duties and Responsibilities of the Floodplain Administrator

04.02.A. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

I. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter.

II. Review Permit Application to ensure that the proposed Building, or Development, including the placement of manufactured homes, will be Reasonably safe from flooding.

III. Oversee the review, approval, or denial of all Applications for development Permits required by adoption of this Chapter.

IV. Verify and record the actual elevation (in relation to mean sea level) of the Lowest Floor of all new construction and Substantial Improvements, in accordance with **Chapter 108.04.04.A.II**.

V. Verify and record the actual elevation (in relation to Mean Sea Level) to which the new or substantially improved non-residential structures in A-Zones have been floodproofed, in accordance with **Chapter 108.04.04.A.II**.

VI. Review Permits for proposed Development within a special flood hazard area to assure that all necessary Permits have been obtained from those Federal, State, or local governmental agencies (including Section **404** of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) or by area-wide agencies from which prior approval is required prior to issuing a development Permit. Such documentation is to be maintained on file with the development Permit.

VII. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

VIII. Notify, in Riverine situations, adjacent communities, the Texas Commission on Environmental Quality (TCEQ), and the State Coordinating Agency which is the Texas Water Development Board (TWDB), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

IX. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

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X. When Base Flood Elevation (BFE) data has not been provided in accordance with **Chapter 108.03.02**, the Floodplain Administrator shall obtain, review, and reasonably utilize any BFE data and floodway data available from a Federal, State, or other source, in order to administer the provisions of **Article 108.05** of this Chapter.

XI. When a Regulatory Floodway has not been designated, the Floodplain Administrator must require that no new construction, Substantial Improvements, or other Development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed Development, when combined with all other existing and anticipated Development, will not increase the Water Surface Elevation of the Base Flood more than one foot at any point within the community. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may approve certain Development in Zones A1-30, AE, AH, on the community's FIRM which increases the Water Surface Elevation of the Base Flood by more than 1 foot, provided that the community first completes all of the provisions required by Section 65.12.

XII. Participate actively in evaluating the variance requests and provide input and recommendations in variance hearings/proceedings.

XIII. Coordinate all change requests to the FIS and FIRM or FHBM, or both, with the requester, State, and FEMA.

04.03. Classification of Flood Hazard Area Permits.

04.03.A. Development Authorizations issued as Flood Hazard Area Permits (FHAP) shall be classified as follows:

I. Development located on real property for which there is no Special Flood Hazard Area (SFHA) delineated shall qualify for a Class A (Exemption Certificate) FHAP. The FHAP shall state that the proposed Development is located on real property and that the proposed Development does not lie within an identified SFHA and that the construction standards contained in this Chapter are not applicable to the proposed Development. Class A FHAPs (Exemption Certificates) shall be issued by the Floodplain Administrator or their designee.

II. Habitable Structures located on real property in the SFHAs shall require a Class B FHAP. For the purposes of determining Class B FHAP requirements, all Best Available Floodplain data shall be used. Class B FHAPs that comply with the terms of this Chapter may be issued by the Floodplain Administrator. Variances requested in conjunction with a Class B FHAP shall require approval of the Commissioners Court.

III. Non-habitable Structures or Development located on real property in the SFHA shall require a Class C FHAP.

04.03.B. The Floodplain Administrator or their designee shall issue FHAPs that comply with the terms of this Chapter, including specifically authorized variances.

04.04. Permit Procedures.

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04.04.A. Processing.

Applications for a Flood Hazard Area Permit (FHAP) will be processed in accordance with **Chapter 108** of these Regulations. Application for a Flood Hazard Area Permit shall be presented, prior to undertaking any Development activities, to the Floodplain Administrator on forms furnished by him/her and must include, but not be limited to, plans drawn to scale showing the nature, location, dimensions, and elevations of the area under consideration for Development, proposed landscape alterations, existing and proposed structures and other features, including the placement of manufactured homes, earthen fill, storage of materials or equipment, drainage facilities, perimeter setbacks, environmental features such as base floodplain areas, Wetlands, and other protected areas, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information, certified by a Texas professional who is authorized to certify such information, is required.

I. Application Stage:

a. Elevation (in relation to mean sea level) of the area of Development for both existing and proposed Development.

b. Elevation (in relation to Mean Sea Level), of the lowest floor (including basement) of all new and substantially improved structures;

c. Elevation (in relation to Mean Sea Level) to which any nonresidential structure shall be flood proofed;

d. Existing and proposed Infrastructure;

e. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed Development; and,

f. Maintain a record of all such information in accordance with **Article 108.04** of this Chapter.

II. Post-Construction Stage:

a. Upon placement of the Lowest Floor, or floodproofing by whatever construction means, it shall be the duty of the Permit holder to submit to the Floodplain Administrator a Certification of the elevation of the Lowest Floor or floodproofed elevation, as built, in relation to Mean Sea Level. Said Certification shall be prepared by or under the direct supervision of a Texas registered land surveyor or Texas licensed professional engineer who is authorized to certify such information and certified by same. Any work undertaken prior to submission of the Certification shall be at the Permit holder's risk.

b. The Floodplain Administrator shall review the Lowest Floor elevation and floodproofing certificate. Should these documents be found not in conformance with the requirements of these rules, the Permit holder shall immediately cease further work and shall correct any deficiencies. Failure of the Permit holder to submit the surveyed Lowest Floor elevation and floodproofing certificate, and failure to correct said deficiencies required hereby, shall be the cause to issue a stop-work order for the project.

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c. Upon completion of the Development, a certificate from a Texas licensed professional engineer or Texas licensed architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of **Article 108.05** of this Chapter.

04.04.B. Approval or denial of a Flood Hazard Area Permit by the Floodplain Administrator shall be based on all of the provisions of this Chapter and the following relevant factors:

I. The danger to life and property due to flooding or erosion damage;

II. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

III. The danger that materials may be swept onto other lands to the injury of others;

IV. The compatibility of the proposed use with existing and anticipated Development;

V. The safety of access to the property in times of flood for ordinary and emergency vehicles;

VI. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;

VII. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

VIII. The necessity to the facility of a waterfront location, where applicable; and,

IX. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

04.04.C. Compliance Required

It shall be unlawful to use, occupy, or Permit the use or occupancy of any Building, Development, or premises or part thereof hereafter created, erected, changed, converted, altered, or enlarged in its use or structure until a Flood Hazard Area Permit has been issued by the Floodplain Administrator, or their designee, stating that the use of the Development conforms to the requirements of this Chapter.

I. Flood Hazard Area Permits shall not be issued unless a parcel, Lot, or tract is compliant with these Regulations.

04.05. Expiration of Flood Hazard Area Permits

04.05.A. Approval of a Flood Hazard Area Permit shall expire and be of no further force and effect in the event that:

I. None of the activities authorized in the Permit are commenced within one (1) year from the date of issuance; or,

II. All of the activities authorized in the Permit are not completed within two (2) years from the date of issuance.

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04.06. Variance Procedures.

04.06.A. Variance Procedures

I. The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this Chapter.

II. The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

III. Any Person(s) aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

IV. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

V. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.

VI. Variances may be issued for new construction and Substantial Improvements to be erected on a Lot of ½ acre or less in size contiguous to and surrounded by Lots with existing structures constructed below the Base Flood level, providing the relevant factors in **Chapter 108.04.06.B** have been fully considered. As the Lot size increases

beyond the ½ acre, the technical justification required for issuing the variance increases.

VII. Upon consideration of the factors noted above and the intent of this Chapter, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter.

VIII. Variances shall not be issued within any designated floodway if any increase in flood levels during the Base Flood discharge would result.

IX. Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

04.06.B. Conditions for Granting Variances.

I. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

II. Variances shall only be issued upon:

a. Showing a good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the Applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

III. Any Applicant to which a variance is granted shall be given Written Notice that the structure will be permitted to be built with the Lowest Floor elevation below the Base Flood elevation, that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation, and that such construction below the Base Flood level increases risks to life and property.

04.06.C. Variances may be issued by a community for new construction and **Substantial Improvement** and for other Development necessary for the conduct of a Functionally Dependent Use provided that:

I. The criteria outlined in **Chapter 108.04.04.B** are met, and

II. The structure or other Development is protected by methods that minimize flood damages during the Base Flood and create no additional threats to public safety.

04.06.D. A request for variance is not an after-the-fact request and should be made prior to the commencement of any Development activities sought under a FHAP.

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Article 108.05. Provisions for Flood Hazard Reduction.

05.01. General Standards.

In all areas of special flood hazards the following provisions are required for all new construction and Substantial Improvement:

I. All new construction or substantial Improvements shall be designed (or modified) and adequately Anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

II. All new construction or Substantial Improvements shall be constructed by methods and practices that minimize flood damage;

III. All new construction or Substantial Improvements shall be constructed with materials and utility elements resistant to flood damage;

IV. All new construction or Substantial Improvements shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

V. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

VI. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

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VII. On-Site Sewage Facilities shall be located to avoid impairment to them or contamination from them during flooding.

VIII. When located in multiple flood zones with varying Base Flood elevations or in the same flood zone with multiple Base Flood elevations, the requirements for the flood zone with the most stringent requirements and the highest Base Flood elevation shall apply.

IX. Base Flood elevation data and floodway boundaries shall be generated by a detailed engineering study for Development purposes in Zone A and within 100 feet of the contour lines of Zone A, as indicated on the community's FIRM, if the Floodplain Administrator requires this based on proximity to channel, or obvious inaccuracy of the FIRM in area of the proposed Development, or historical records of flooding. The Applicant shall bear the cost of the engineering studies.

05.02. Specific Standards.

In all areas of special flood hazards where Base Flood elevation data has been provided as set forth in **Article 108.03**, **Article 108.04**, or **Article 108.05** of this Chapter, the following provisions are required:

I. Residential Construction – new construction and Substantial Improvement of any residential structure shall have the Lowest Floor (including basement, machinery, and electrical equipment) elevated to at least two (2) feet above the Base Flood elevation

within the 100-year floodplain. A Texas licensed professional engineer, Texas licensed architect, or Texas licensed land surveyor shall submit a post-construction elevation Certification to the Floodplain Administrator that the standard of this subsection as proposed in **Article 108.03** is satisfied upon completion of the structure.

II. Nonresidential Construction – new construction and substantial Improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement, machinery, and electrical equipment) elevated to at least two (2) feet above the Base Flood Elevation (BFE) or together with attendant utility and sanitary facilities, be designed so that below the Base Flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A Texas licensed professional engineer or Texas licensed architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of this floodproofing Certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

III. Enclosures – new construction and Substantial Improvement, with fully enclosed areas below the Lowest Floor that are usable solely for parking of vehicles, Building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Texas licensed professional engineer or Texas licensed architect or meet or exceed the following minimum criteria:

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a. A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than 1 foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

IV. Manufactured Homes

a. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated such that the Lowest Floor of the manufactured home is elevated to at least two (2) feet above the Base Flood elevation and Anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

b. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites:

1. Outside a manufactured home park or Subdivision;
2. In a new manufactured home park or Subdivision;
3. In an expansion to an existing manufactured home park or Subdivision; and
4. On a site in an existing park which a manufactured home has incurred Substantial Damage.

   The manufactured home must be elevated on a permanent foundation, made of reinforced concrete or similar material, such that the Lowest Floor of the manufactured home is elevated to at least two (2) feet above the Base Flood Elevation (BFE), and be securely Anchored to an adequately Anchored foundation system to resist flotation, collapse, and lateral movement;

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or Subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of Paragraph **b** of this Article be elevated so that either:

   1. The Lowest Floor of the manufactured home is elevated to at least two (2) feet above the Base Flood elevation, or
   2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely Anchored to an adequately Anchored foundation system to resist flotation, collapse, and lateral movement.

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V. Recreational Vehicles – Require that recreational vehicles placed on sites within Zones A, A1-30, AH, and AE on the community's FIRM either

   a. Be on the site for fewer than one hundred and eighty (180) consecutive days, or
   b. Be fully licensed and ready for highway use, or meet the Permit requirements of **Chapter 108.04.03**, and the elevation and anchoring requirements for "manufactured homes" in **Chapter 108.05.02.IV.c**. A Recreational Vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

VI. Fences in Special Flood Hazard Area (SFHA).

   a. Exempted Fencing – No Flood Hazard Area Permit is required for open pipe, rail, or wire fencing that is ninety percent (90%) "open" and that have posts less than fourteen inches (14”) diameter placed no closer than eight-feet (8’)apart.
   b. Non-Exempt Fencing – any proposed fence in a 100-year floodplain that is not an exempt fence is considered to be Development and requires issuance of a Flood Hazard Area Permit.
   c. Any fencing that crosses a stream channel must be designed and constructed so that it will break away or collapse to allow discharge of flood waters.

d. On a navigable stream or river, a property Owner must comply with the Texas Parks and Wildlife Code so that public recreational use is not limited, obstructed, restricted, or interfered with.

05.03. Standards for Subdivision Proposals.

I. All Subdivision proposals including the placement of manufactured home parks and Subdivisions shall be consistent with this Chapter and shall be approved by the County Floodplain Administrator prior to issuance of the Development Authorization by the County. Plat specifications and details for submission will be governed by **Chapter 101** and other applicable provisions of these Regulations.

II. All proposals for the Development of Subdivisions including the placement of a Manufactured Home Rental Community and Subdivisions shall meet the requirements of this Chapter.

III. Base Flood elevation data shall be generated for Subdivision proposals and other proposed development including the placement of manufactured home parks and Subdivisions which are greater than fifty (50) Lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to this Chapter.

IV. All Subdivision Plats shall have the Floodplain and Floodway clearly delineated on the Plat and, where appropriate, shall have the Lowest Floor elevations for all Lots located within the Special Flood Hazard Areas. Finish floor elevations and floodway will not be required if Floodplain is contained within a drainage Easement prohibiting Development.

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V. All Subdivision Applications including the placement of a Manufactured Home Rental Community and Subdivisions shall include provisions for adequate drainage as required under **Chapter 107**, to reduce exposure to flood hazards.

VI. All Subdivision Applications including the placement of a Manufactured Home Rental Community and Subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

VII. All Subdivision Applications which include land which is encroached by areas of special flood hazard, must include the placement of a permanent benchmark indicating the elevation relative to Mean Sea Level. The benchmark must be located within the platted property and must be indicated on the Subdivision Plat. If all floodplain is contained within a drainage Easement, a benchmark is not required.

05.04. Standards for Areas of Shallow Flooding (AO/AH Zones).

Located within the areas of special flood hazard as defined above are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

I. All new construction and Substantial Improvement of residential structures have the Lowest Floor (including basement) elevated to at least two (2) feet above the Base

Flood elevation or the Highest Adjacent Grade at least as high as the depth number specified in feet on the community's FIRM.

II. All new construction and substantial Improvements of non-residential structures:

a. Have the Lowest Floor (including basement) elevated to at least two (2) feet above the Base Flood elevation or the Highest Adjacent Grade at least as high as the depth number specified in feet on the community's FIRM; or,

b. Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

III. A Texas licensed professional engineer, Texas licensed architect, or, for purposes of satisfying the requirements of Paragraph II.A of this Article above, a Texas registered professional land surveyor, shall submit a Certification to the Floodplain Administrator that the standards of this Article are satisfied.

IV. Require within Zones AH or AO adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

05.05. Floodways.

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Located within areas of special flood hazard are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

I. Encroachments are prohibited, including fill, new construction, Substantial Improvement, and other Development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the Base Flood discharge.

II. If Paragraph I of this Article above is satisfied, all new construction and substantial Improvements shall comply with all applicable flood hazard reduction provisions of the remainder of this Chapter.

III. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in Base Flood elevations, provided that the community first completes all of the provisions required by 44 CFR Section 65.12.

05.06. Critical Facilities.

I. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA, preferably outside the 0.2% annual chance floodplain. Construction of new critical facilities may be permissible within the SFHA if feasible alternative sites are unavailable. Critical facilities constructed within the SFHA shall have the Lowest Floor elevated at least two (2) feet above the Base Flood elevation

within the 100-year floodplain at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

II. Access routes elevated to or above the level of the Base Flood elevation shall be provided to all critical facilities to the maximum extent possible.

05.07. Severability.

If any section, clause, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Chapter.

05.08. Penalties for Non-Compliance.

05.08.A. Compliance Required

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violation of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any Person who violates this Chapter or fails to comply with any of its requirements is subject to the following penalties:

I. Administrative Penalty: A Person who commences Development in Special Flood Hazard Area (SFHA)s without obtaining a Flood Hazard Area Permit from Hays County is subject to an administrative fine to be assessed with the Permit Application fee. The fees can be found on the Department's fee schedule.

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II. Civil Penalty: A person who violates this Chapter may be subject to a civil penalty for each act of violation and for each day of violation.

III. Criminal Penalty:

a. A Person commits an offense if the Person violates this Chapter.

b. An offense under this Chapter is a Class C misdemeanor.

IV. Each violation of this Chapter and each day of continuing violation is a separate offense. Any Person shall, upon conviction, pay the related fine as specified above for each violation, along with all costs and expenses involved in the case.

05.09. Enforcement By Political Subdivision.

I. If it appears that a Person has violated, is violating, or is threatening to violate this Chapter or a rule adopted or order issued under this Chapter, a Political Subdivision may institute a civil suit in the appropriate court for:

II. Injunctive relief to restrain the Person from continuing the violation or threat of violation, including an order directing the Person to remove illegal Improvements and restore preexisting conditions;

III. The assessment and recovery of the civil penalty; or

IV. Both the injunctive relief and the civil penalty.

V. On application for injunctive relief and a finding that a Person has violated, is violating, or is threatening to violate this Chapter or rule adopted, or order issued under this Chapter, the court shall grant the injunctive relief that the facts warrant.

VI. Nothing herein contained shall prevent Hays County from taking such other lawful action as is necessary to prevent or remedy any violation.

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Chapter 109. Site Development and Land Use.

Article 109.01. Purpose, Authority, and Applicability.

The site development standards are adopted pursuant to the authority granted by the U.S. Constitution, the Texas Constitution, and the laws of the State of Texas, specifically including Chapter **231** (County Zoning Authority), Chapter **232** (County Regulation of Subdivisions), Chapter **243** (Municipal and County Authority to Regulate Sexually Oriented Business) of the Texas Local Government Code (TLGC), as amended and Chapter **285** (On-Site Sewage Facilities) of the Texas Administrative Code (TAC).

01.01. Applicability.

I. The Development activities listed in the **Chapter 109.01.02 Use of County Property and Facilities.** and **Chapter 109.01.03 Summary of Permit Types.** that follow require approval by the County prior to constructing or engaging in such development activities.

II. The Subdivider or Developer is recommended to schedule a Pre-Application Meeting with the Director or their designee to determine whether a Permit Application should be submitted before, concurrent with, or after the approval of a Subdivision Plat.

III. Notice of Residential Building Code Standards does not constitute a Permit, but will serve as a County notice requirement.

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01.02. Use of County Property and Facilities.

01.02.A. Approval Required

A Development Authorization is required for any of the activities or improvements associated with any of the designated County properties or facilities, including Roadway Right-of-Way. No Driveway or utility construction, mailboxes, landscaping or any other encroachment into public Right-of-Way or Easements shall be allowed without first obtaining a Development Authorization from the County.

01.02.B. County Property and Facilities Regulated

I. These Regulations govern all real property owned or operated by the County or held in trust for the public, including but not limited to:

a. Real property owned by the County or any subdivision of the County;

b. Regulated Roadways, Right-of-Way, Easements of all kinds and types; and

c. Facilities and structures that occupy real property and are owned or operated by the County.

II. Approval is required prior to placing any structures or facilities, either temporary or permanent, on, in, above, or under any designated County properties or facilities to the extent allowed by law.

01.02.C. County Property and Facilities Excluded

These Regulations do not apply to County owned properties or facilities wholly under the operational control of the United States of America or the State of Texas.

01.02.D. Exceptions for Activities in the Normal Course of County Business

The Director with the relevant permitting authority may exempt the County, its employees, agents, or contractors from obtaining Permits to conduct authorized activities in the normal course of conducting County business, to the extent permitted by law.

01.02.E. Exceptions for Activities Authorized by Other Jurisdictions

Nothing in these Regulations shall be construed to preclude activities authorized under state or federal law by other governmental entities with jurisdiction in Hays County, including entities with eminent domain. To the extent that the requirements of this Chapter do not conflict with the authorizations issued by such other governmental entities, any use of County property or facilities shall conform to the requirements of this Chapter. In the event of conflicts, the conflicting provisions of this Chapter shall be deemed waived, but the remaining provisions shall remain in full force and effect. Entities that are exempt from the requirement to obtain prior authorization for use of County facilities or properties shall be required to provide record documents to the County for all County property and/or facilities utilized.

01.02.F. Exceptions for Emergency Conditions

Prior approval of the Commissioners Court is not required for use of designated County property for activities conducted by authorized law enforcement, public safety and emergency services agencies and officers operating within the scope of their duties during an emergency condition. Notice of such use by authorized law enforcement, public safety and emergency services agencies and officers shall be provided to the County as soon as possible. All non-emergency use of designated County property by law enforcement, public safety and emergency services agencies and officers shall require prior approval as outlined in this Chapter.

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01.02.G. Incorporation into Other Types of Permits

The County may authorize the use of designated County properties or facilities in conjunction with any other type of Permit issued, provided that such other proposed land use undergoes the same or more stringent review than required by this Chapter.

01.03. Summary of Permit Types.

01.03.A. Permits Required Prior to Activity or Construction

I. Construction or development activities associated with the permits listed in this section may not begin until all required permits have been obtained, including those required by utility provider or authorities other than the County, which may include entities other than the County.

II. The responsibility of obtaining other local, State, or federal approvals or permits may be required in conjunction with Hays County approvals or permits.

01.03.B. Screening of Certain Nonresidential Uses Permit

A Permit is required for an Automotive Wrecking and Salvage Yard, Demolition Business, Flea Market, Junkyard, or an Outdoor Resale Business to ensure compliance with the County's Screening Requirements for such uses. Refer to **Chapter 109.03.08** to view permit requirements.

01.03.C. Regulated Land Use Permit

A Permit is required for sexually-oriented business land uses to ensure compliance with the County's Location Restrictions for such uses. Refer to **Chapter 109.03.01** to view permit requirements.

01.03.D. On-Site Sewage Facility Permit

A Permit is required for an On-Site Sewage Facility to ensure compliance with the County's On-Site Sewage Facility Rules and Regulations. Refer to **Chapter 109.03.02**to view permit requirements.

01.03.E. Culvert, Driveway, County Right-of Way Improvement, and Utility Permit(s)

A Permit or Permits are required for any development activity in the County public Right-of-Way, such as culverts, Driveways and utility installations. Refer to **Chapter 109.03.03** to view permit requirements.

01.03.F. Flood Hazard Area Permit

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A Permit is required for all Development in a Flood Hazard Area within the jurisdiction of Hays County. Refer to **Chapter 109.03.04** to view permit requirements.

01.03.G. Commercial and Multifamily Building Permit

A Permit under the International Fire Code as adopted by Hays County is required for the construction or substantial Improvements of a commercial, public, or multifamily Building (consisting of four units or more) to ensure compliance with the Hays County Fire Code under the jurisdiction of the Fire Marshal. Refer to **Chapter 109.03.05** to view permit requirements.

01.03.H. Notice of Residential Building Code Standards

New residential construction is required to comply with the version of the International Residential Code as adopted by the International Fire Code as adopted by Hays County. Refer to **Chapter 109.03.06** to view requirements.

01.03.I. Manufactured Home Rental Community Permit

A Permit is required for a Manufactured Home Rental Community to ensure compliance with Manufactured Home Rental Community under these Regulations. Refer to **Chapter 109.03.07** to view permit requirements.

Article 109.02. Processes.

02.01. Application Procedure.

I. The Department shall develop and make available to the public forms for submitting Application site Development under this Chapter. These forms will provide for the general information requested by the Director or by these Regulations, as well as the following additional information:

   a. The type of land use or activity for which approval is being requested;

   b. The name of designated County property use or private property land use being requested;

   c. The specific location on or within the property for which use is being requested; and,

   d. A site sketch or other information in sufficient detail to describe the location of the proposed activities, including the location of specific improvements to be constructed (may be attached to the Application form).

II. The Applicant or the Applicant's authorized agent is required to contact the Commissioner(s) in whose precinct(s) the designated County property is located prior to the submission of an Application for use of designated County property.

III. Applications for use of designated County property shall be a reasonable use of public property and shall not preclude the reasonable use of the remaining portion of the designated County property.

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IV. Applications for use of designated County property shall be in the public interest as determined by the Commissioners Court. The provision of public utilities and services shall be deemed to be in the public interest.

V. Public Health, Safety, and the Environment.

   a. Applications for use of designated County property shall not pose a threat to public health, safety, welfare, or the environment. Applicants shall, for use of designated County property, bear the burden of demonstrating that the proposed activities or improvements are protective of public health, safety, welfare, and the environment. The Commissioners Court may include such reasonable restrictions on the authorized use as it deems appropriate to public health, safety, welfare, or the environment.

   b. All structures (either permanent or temporary) constructed within Regulated Roadway Right-of-Way shall conform to the applicable public safety requirements of the Federal Highway Administration (FHWA), Texas Department of Transportation (TXDOT), or other industry standard acceptable to the County. Signage shall conform to TXDOT requirements. Mailboxes shall conform to the requirements of the U.S. Postal Service, TXDOT Standard MB-06, and the AASHTO Standard "A Guide for Erecting Mailboxes on Highways."

c. Utilities placed within County property shall conform to all applicable engineering and regulatory standards, including the County's standard utility installation specifications.

02.02. Processing.

02.02.A. General Requirements and Application Procedures.

Upon receipt of an Application for a Permit regulated by this Chapter, the Department shall evaluate the application to ensure that it complies with the requirements for issuing a Permit. The Department may publish an abbreviated Application form with only the necessary information required for a Minor Permit. An application submitted under this Chapter must be submitted to the Department forty-five (45) days prior to any activities, use, or permits outlined herein.

02.02.B. Permit Review By the Department

I. The Department shall review each Application for a Permit submitted and take one of the following actions:

a. The Department may not issue the Permit until the Department determines that the Application complies with the requirements for a Permit and the proposed land use complies with the requirements of this Chapter.

b. Where the Department determines that the Application either does not comply with the requirements for a Permit and/or the proposed land use does not comply with the requirements of this Chapter, the Department shall issue a written response to the Applicant indicating the proposed land use cannot be processed as a Permit. This written response shall:

1. Indicate that the proposed land use will require a Development Authorization;
2. Reference the procedures for obtaining a Development Authorization as outlined in **Article 101.08**;
3. Reference the Department's published application forms and any supplemental instructions or guidance documents applicable to a Development Authorization; and,
4. State that proceeding with the prohibited land use would be a violation of these Regulations that may subject the Applicant and/or the Property Owner to enforcement by the County.

02.02.C. Written Notice for Certain Uses of County Property

I. Where the Commissioners Court or the Department determines that other persons holding County Permits may be affected by the proposed use, the Department shall provide the Applicant with a list of potentially affected permit holders. The Applicant shall notify all identified permit holders in accordance with the requirements for Written Notice in **Chapter 111.02.04.D**. In addition to the items required under **Chapter 111.02.04.D**, the written notice required under this Chapter must include, at a minimum, the following information:

a. The type of use or activity for which approval is being requested;

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b. The name, designation, and type of designated County property for which use is being requested;

c. The specific location on or within the designated County property for which use is being requested;

d. A site sketch or other information in sufficient detail to describe the location of the proposed activities, including the location of specific improvements to be constructed;

e. The proposed timeline for commencing the proposed use (including any associated construction activities); and,

f. The possible impacts of the proposed use on the existing permit holder's authorized use.

02.02.D. Posted Notice for Proposed Use of County Property

Where the Commissioners Court or the Department determines that the proposed land use is likely to result in significant public interest, the Applicant shall be required to notify the public in accordance with the requirements for Posted Notice in **Chapter 111.02.05**. The signs shall contain the following header text

NOTICE OF APPLICATION TO USE OF COUNTY PROPERTY

The signs shall contain the following notice text:

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An application has been filed with Hays County for use of this County Property. Information regarding the application may be obtained from:

This text shall be followed with the name and contact information of the Department and the tracking number assigned by the Department to the Application.

02.02.E. Expiration

A Permit will expire one (1) year from the date the Permit was approved by the County. The Department may extend administratively the length of a Permit for no more than one additional six (6) month term. Expired Permits are null and void and require a new Application, including application fees. If no other expiration period is established under these Regulations or State Law, it expires within one (1) year.

Article 109.03. Permits.

03.01. Regulated Land Use Permit.

03.01.A. Purpose

A Land Use Permit is required for a Sexually Oriented Business to ensure it complies with the minimum distance requirements from the establishments listed in **Chapter 109.03.01.C**.

03.01.B. Authority

TLGC Section 243.003 permits the County to establish location restrictions for sexually oriented land uses.

03.01.C. Location Restrictions

I. No Sexually Oriented Business may be located within one thousand five hundred (1,500) feet from a:

a. Child Care Facility,

b. Church or place of worship,

c. Dwelling,

d. Hospital,

e. Public park,

f. Public building,

g. School, or

h. Building in which any type of alcoholic beverages is sold.

II. Any Sexually Oriented Business must be at least one (1) mile from a penal institution as defined by the Penal Code, including a halfway house.

III. Distance Measurements

Measurements shall be made in a straight line from the nearest portion of the Building used by the Sexually Oriented Business to the nearest portion of the Building or facility listed in **Chapter 109.03.01.C.I**.

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03.01.D. Required Plans

The Applicant shall provide a plan with the site development Permit Application showing the following items:

I. The property boundary with bearings, distances, and dimensions of each property line;

II. The location and name of adjacent public Right-of-Way(s); and

III. A call out with the approximate distances of the land uses listed in **Chapter 109.03.01.C.I** from the sexually oriented land use.

03.01.E. Action by the Department

The Department shall either:

I. Approve the site development Permit if it complies with the Location Restrictions in **Chapter 109.03.01.C**; or

II. Disapprove the site development Permit if it does not comply with the Location Restrictions in **Chapter 109.03.01.C**.

03.02. On-Site Sewage Facility (OSSF) Permit.

03.02.A. Purpose

A Permit is required for the installation of an On-Site Sewage Facility (OSSF) to ensure it complies with the County's On-Site Sewage Facility Rules.

03.02.B. Authority

Per **Texas Administrative Code, Title 30, Subchapter B, Rule 285.10**, the County may enforce more stringent standards than those required by the TCEQ and contained in the Title 30, Texas Administrative Code, Part 1, Chapter **285**. Lots served by a septic tank or OSSF shall conform to standards contained in the Hays County Rules for On-Site Sewage Facility and shall require an On-Site Sewage Facility (OSSF) Permit.

03.02.C. On-Site Sewage Facility Rules and Regulations Incorporation by Reference

The latest version of the On-Site Sewage Facilities Court Order is hereby adopted by reference as it currently exists and may be amended by the Commissioners Court in the future. Copies of the latest On-Site Sewage Facilities Court Order can be obtained from the Department.

03.03. Culvert, Driveway, Right-of-Way Construction, and Utility Permit(s).

03.03.A. Purpose

I. A Culvert, Driveway, Right-of-Way Construction, Utility Permit(s) or any combination thereof is required for the installation of a culvert, Driveway, utility or other any other improvement in the County Right-of-Way or County maintained property.

II. The purpose of this Article is to:

a. Ensure County Right-of-Way and other County maintained property is maintained or repaired to its original condition by the Developer or utility company performing any new construction or maintenance of Improvements located on the County maintained property;

b. Ensure that all culverts are constructed in adequate size and capacity to allow water to flow, at its natural rate at its normal peak level, from one side of the Driveway to the other in accordance with the Drainage Standards in **Chapter 107.03.01** of these Regulations; and

c. Ensure Driveways comply with the requirements of **Article 705.01.04.D**.

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03.03.B. Applicability

I. County Right-of-Way and County maintained property shall be defined as the following:

a. Real property owned by the County or any Subdivision of the County;

b. Regulated Roadways or access Easement maintained by the County; and

c. Facilities and structures that occupy real property and are owned and operated by the County.

II. A Permit is required for the following development activities, including but not limited to:

a. Culverts along a County Road;

b. Driveways;

c. Mailboxes;

d. Landscaping;

e. New Utility placement in County maintained Right-of-Way;

f. Repair and maintenance of existing utility in County maintained Right-of-Way;

g. Signage;

h. Encroachments; and

i. Any other construction or disturbance of County maintained property.

03.03.C. Utility Location Restrictions

I. The installation of utilities, including franchise utilities, may be installed in the public Right-of-Way, but are prohibited underneath the pavement of a County Roadway.

II. Any utilities, including franchise utilities outside of the public Right-of-Way and located on, in, under, or above private property shall obtain a Flood Hazard Area Permit at minimum from the County.

a. Public Water or Wastewater Utility Providers

1. A Developer or utility company wanting to install a water or wastewater utility line in the Right-of-Way between the edge of pavement and the County public Right-of-Way property line, and not underneath the pavement of a County road, may be administratively reviewed and approved by the Director or their designee.

2. A Developer or utility company wanting to install a new water or wastewater utility line underneath the Roadway pavement must receive the approval of the Commissioners Court, and may be held liable for any County Roadway Repair Fees.

3. A Developer or a utility company wanting to repair or maintain an existing water or wastewater utility line underneath the pavement of a County Roadway that was installed prior to the adoption of these Regulations may continue to repair or maintain such utilities, however will require approval of the Director or their designee or the Commissioners Court to conduct such maintenance or repairs, and may be liable for any County Roadway Repair Fees.

b. Franchise Utility Providers

1. Franchise utility providers, such as gas, electric, antenna, and cable television facilities, do not require approval by the Director or their designee or the Commissioners Court, but are required to comply with the following provisions:

(i) Franchise utilities cannot be placed under pavement of a County road;

(ii) Providers must give notice to the Director or their designee at least ten (10) business days before commencing the installation, repair, or maintenance of such utility in the County Right-of-Way or maintained property; and

(iii) Providers may be subject to County Roadway Repair Fees.

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III. All utility providers, including franchise utilities, may not commence any work in the public Right-of-Way without either:

a. Receiving the approval of the Director or their designee or the Commissioners Court (applicable to Public Water or Wastewater Utility Providers); or

b. Giving notice to the Director or their designee (applicable to Franchise Utility Providers).

IV. All utilities that are placed in the public Right-of-Way, including franchise utilities, will require a private Easement to designate maintenance of such utility to the utility service provider. Under no circumstance will the County assume maintenance of any utility in the public Right-of-Way without the issuance of a Commissioners Court order.

03.03.D. County Roadway Repair Fees

I. Per **TLGC Section 240.907** (Fee for Cutting a County Roadway), the County may impose a fee in addition to the Permit fee for each cut of a County Roadway during or as an incident to the installation, maintenance, or repair of any utilities or facilities within the public Right-of-Way to provide funds for the future inspection, repair, and maintenance of a cut County Roadway.

II. A "cut" is the act of excavating or penetrating the surface of a County Roadway.

03.03.E. Culvert and Driveway Requirements

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I. Culverts

a. Culverts shall be designed with the County's adopted Drainage Criteria Manual.

b. Culverts Within a Subdivision do not require a Permit and will be reviewed as part of the construction plan application for a Subdivision (refer to **Chapter 102.03.05**).

II. Driveways

A Driveway shall comply with the Roadway Standards in **Chapter 105** of these Regulations.

03.03.F. Exceptions

I. These Regulations do not apply to County-owned properties or facilities wholly under the operational control of the federal or State government, a Political Subdivision of the State of Texas or a special district or entity established by the Texas Legislature.

II. County approval is not required for use of designated County property for activities conducted by authorized law enforcement, public safety and emergency service agencies and officers operating within the scope of their duties during an emergency condition. Advance notice of such uses by authorized law enforcement, public safety and emergency services agencies and officers shall be provided to the County.

03.03.G. Required Plans and Documentation

An Applicant will provide the following plans and documents with a Culvert, Driveway and Right-of-Way Construction Permit.

I. Letter of Intent

The Applicant will provide a letter stating the purpose of this request, the location of the development activity, and any other project details that would justify the Commissioners Court approval of the Permit.

II. Plan

The Applicant will provide a plan providing the following information:

a. Property boundary with bearings and distances of each property line;

b. Legal description of the property;

c. Location map;

d. North arrow and scale;

e. Location of existing and proposed utilities;

f. Engineer's sight distance study; and

g. Proposed construction, repair, or modification of existing or proposed utilities subject to the review of this Permit.

03.03.H. Action of the Decision-Making Authority

I. Permits Regarding New Construction or Repair of a Driveway or Culvert in the Right-of-Way

a. The Department may approve a site development Permit for a Driveway or Culvert, if the Applicant complies with the following conditions:

1. Shows compliance with the Culvert and Driveway Requirements in **Chapter 109.03.03.E.**; and

2. Provides the Required Plans and Documentation in **Chapter 109.03.03.G.**

b. The Director or their designee may disapprove the site development Permit for a Driveway or Culvert, if the Applicant fails to comply with the following conditions:

1. Shows compliance with the Culvert and Driveway Requirements in **Chapter 109.03.03.E**; or

2. Provides the Required Plans and Documentation in **Chapter 109.03.03.G.**

II. Permits Regarding the Repair of an Existing Utility in County Right-of-Way

a. The Director or their designee may approve a site development Permit to repair an existing utility in the County Right-of-Way, if the Applicant complies with the following conditions:

1. Shows compliance with the Culvert and Driveway Requirements in **Chapter 109.03.03.E.**; and

2. Provides the Required Plans and Documentation in **Chapter 109.03.03.G.**

b. The Director or their designee may disapprove the site development Permit to repair an existing utility in the County Right-of-Way, if the Applicant fails to comply with the following conditions:

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1. Shows compliance with the Utility Location Restrictions in **Chapter 109.03.03.C** or Culvert and Driveway Requirements in **Chapter 109.03.03.E.**; or
2. Provides the Required Plans and Documentation in **Chapter 109.03.03.G.**

III. Permits Regarding the Installation of a Utility Underneath the Roadway Pavement

a. The Commissioners Court may approve the Permit to install a utility underneath the Roadway pavement, if the Applicant complies with the following conditions:

1. Shows compliance with the Utility Location Restrictions in **Chapter 109.03.03.C**;
2. Provides the Required Plans and Documentation in **Chapter 109.03.03.G**;
3. Presents a unique hardship or site constraint that prevents the utility line from being placed outside the Roadway pavement; or
4. Presents a unique circumstance in which the utility line must be located underneath the Roadway pavement to protect the welfare and public health of the County;

b. The Commissioners Court may disapprove the site development Permit to install a utility underneath the Roadway pavement, if the Applicant fails to comply with the following conditions:

1. Shows compliance with and Utility Location Restrictions in **Chapter 109.03.03.C**;
2. Provides the Required Plans and Documentation in **Chapter 109.03.03.G**; or
3. Presents a unique hardship or site constraint that prevents the utility line from being placed outside the Roadway pavement;

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03.03.I. Effect of Approval

Following Permit approval, the Applicant may proceed with the development activity permitted by the Culvert, Driveway and Right-of-Way Construction Permit. The development activity is subject to County Roadway Repair Fees if the County determines that damage has been done to a County Roadway during or as an incident to the installation, maintenance, or repair of any facilities within the public Right-of-Way.

03.04. Flood Hazard Area Permit

03.04.A. Purpose

A Flood Hazard Area Permit is required for any Development or Development activities within the jurisdiction of these Regulations.

03.04.B. Authority

Per TLGC **232.007**, and **Water Code Chapter 16**, the County may also require the Subdivider or Developer to comply with standards for flood management, which may exceed the minimum standards set forth by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Sections 4001 through 4127) Floodplain Management Requirements.

03.04.C. Floodplain Management Restrictions

Development in the County shall comply with the County's floodplain management requirements provided in **Chapter 108**.

03.05. Commercial and Multifamily Building Permit.

03.05.A. Purpose

I. A Permit is required from the Hays County Fire Marshal for the construction or substantial improvement of a commercial, public, or multifamily Building (consisting of four units or more) to ensure compliance with the Hays County Fire Code.

II. A Building intended for these uses may not be occupied until the County issues a Certificate of Compliance and all other local, state, and federal permits are obtained.

03.05.B. Applicability

I. Substantial Improvement

A substantial improvement, as defined in **TLGC 233.0615**, consists of the following:

a. The repair, restoration, reconstruction, improvement, or remodeling of a Building for which the cost exceeds fifty (50) percent of the Building's value according to the certified tax appraisal roll for the County for the year preceding the year in which the work was begun; or

b. A change in occupancy classification involving a change in the purpose or level of activity in a Building, including the renovation of a warehouse into a loft Apartment.

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c. For purposes of this section, substantial improvement begins on the date that the repair, restoration, reconstruction, improvement, or remodeling or the change in occupancy classification begins or on the date materials are first delivered for that purpose.

d. For purposes of this section, construction begins on the date that ground is broken for a building, or if no ground is broken, on the date that:

1. The first materials are added to the original property;
2. Foundation pilings are installed on the original property; or
3. A manufactured building or relocated structure is placed on a foundation on the original property.

II. Fire Code Compliance

a. The Fire Code applies only to the following Buildings constructed in an unincorporated area of the County:

1. A commercial establishment;
2. A public building; and
3. A multifamily residential dwelling consisting of four (4) or more units.

b. The Fire Code does not apply to an industrial facility having a fire brigade that conforms to requirements of the Occupational Health and Safety Administration.

03.05.C. Required Plans and Documents

The Applicant will provide a plan with the Commercial and Multifamily Building Permit.

I. The plan will show the following information:

a. Property boundary with bearings and distances of each property line;

b. Legal description of the property;

c. Location map;

d. North arrow and scale;

e. Existing and proposed access to the site including modes of ingress and egress;

f. Existing and proposed structures;

g. Location of existing and proposed utilities, drainage, or On-Site Sewage Facility; and

h. Any information deemed necessary by the Director to show compliance with the Hays County Fire Code.

03.05.D. Inspection Requirements

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The County will issue a Certificate of Compliance when the Director or their designee has inspected the construction or substantial improvement and deemed that the completed work complies with the Hays County Fire Code.

I. General County Inspection Authority

a. The Director or their designee will inspect the Building either before or after the construction or substantial improvement is completed.

b. The Director or their designee shall have the authority to enter and perform the inspection at a reasonable time at any stage of the Building's construction or substantial improvement and after completion of the Building.

II. Property Owner Initiated Inspection Request

The property Owner shall request an inspection from the County before or on the date the construction or substantial improvement is completed.

03.05.E. County Inspection Procedures

The County will inspect the construction or substantial improvement within five (5) business days after receiving the property Owner’s inspection request.

I. If the County does not conduct the inspection within the required timeframe then the inspection is automatically approved.

03.05.F. Approval Criteria for an Inspection

The Director or their designee will either:

I. Issue a Certificate of Compliance if the construction or substantial improvement is determined to comply with the Hays County Fire Code after the inspection; or

II. Disapprove issuance of a Certificate of Compliance if the Building or substantial improvement does not comply with the Hays County Fire Code.

03.05.G. Effect of a Certificate of Compliance

I. If approved, the Building for a commercial, public, or multifamily use as defined in **Chapter 109.03.05.B** may be occupied after receiving a Certificate of Compliance.

II. If denied, the property owner may request another inspection until the construction or substantial improvement passes the inspection to receive a Certificate of Compliance.

III. The property Owner must apply for a Commercial and Multifamily Building Permit in if additional substantial improvements are performed on the structure.

03.05.H. Penalties

I. Injunctive Relief

The Hays County Criminal District Attorney's Office may seek injunctive relief in the District court to prevent the violation or threatened violation of the Fire Code or any other remedy allowed for by law.

II. Violations and Fines

The Hays County Criminal District Attorney's Office may file a civil action in a court of competent jurisdiction to recover from a Person who violates the Hays County Fire Code a civil penalty as determined by law for each day on which the violation exists.

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03.06. Notice of Residential Building Code Standards.

03.06.A. Purpose

A property owner or Developer must give notice to the County of new residential construction (as defined in the International Residential Code and TLGC Chapter **233**, Subchapter F), to ensure it complies with the latest version of the International Residential Code adopted by the County Seat.

03.06.B. Authority

I. Per TLGC Section **233.153**, the County may require new residential construction to comply with the latest version of the International Residential Code adopted by the County.

II. Per TLGC Section **233.154**, the County may also require inspections for new residential construction to ensure building code compliance.

03.06.C. Applicability

I. New residential construction shall include:

a. Construction of a single-family house or Duplex on a vacant Lot; and

b. Construction of an addition to an existing single-family house or Duplex if the addition will increase the square footage or value of the existing residential Building by more than fifty (50) percent.

II. A person who builds a new Single-Family Residence or Duplex, or constructs an addition to an existing Single-Family Residence or Duplex that increases the square footage or value of the existing building by more than fifty (50) percent, is responsible for complying with the following provisions, subject to limitation under TLGC Chapter **233**, Subchapter F:

a. Providing notice to the County of the new residential construction within the time frames required in **Chapter 109.03.05.D**;

b. Complying with the Residential Inspection Requirements in **Chapter 109.03.06.DChapter 109.03.05.D**; and

c. Ensuring residential inspections are performed by qualified personnel as required in **Chapter 109.03.06.D.IIChapter 109.03.05.E**.

03.06.D. Residential Inspection Requirements

I. Required Number of Inspections

a. A person who builds new residential construction on a vacant Lot shall provide a minimum of three (3) inspections, which will be performed during the following stages of construction (as applicable):

1. The foundation stage, before the placement of concrete;

2. The framing and mechanical systems stage, before covering with drywall or another interior wall covering; and

3. Upon completion of construction of the residence;

b. A person who builds an addition to an existing residence shall perform inspections as necessary or based on the scope of work of the construction project.

II. Residential Inspections shall be performed by one of the following professionals:

a. A Texas licensed professional engineer;

b. A Texas licensed architect;

c. A professional inspector licensed by the Texas Real Estate Commission;

d. A plumbing inspector employed by a Political Subdivision and licensed by the Texas State Board of Plumbing Examiners;

e. A building inspector employed by a Political Subdivision; or

f. An individual certified as a residential combination inspector by the International Code Council.

III. Timing of Residential Inspections

a. Notice Required Before Commencing New Residential Construction

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The builder shall provide notice to the County of new residential construction by using a form prescribed by the County to provide the following information:

1. The location of the new residential construction;
2. The approximate date by which the new residential construction will commence; and
3. The version of the International Residential Code that will be used to construct the new residential construction before commencing construction.

b. Notice Required for Final Inspection Results

The builder shall submit the results of that final inspection, no later than ten (10) days from the date the final inspection was conducted, confirming whether the new residential construction showed compliance or failed to comply with the building code standards.

03.06.E. Penalties

Failure to comply with this **Chapter 109.03.06** shall be subject to penalties under TLGC **233.155**.

03.07. Manufactured Home Rental Communities.

03.07.A. Purpose

The purpose of this **Chapter 109.03.07** is to achieve orderly Manufactured Home Rental Community Development and to promote the use of land to ensure the best possible community environment and to protect and promote health, safety, and general welfare of the residents of Hays County.

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03.07.B. Authority

I. Per **TLGC Section 232.007**, a Manufactured Home Rental Community shall not be required to Plat, but shall be required to provide adequate Infrastructure to serve the development.

II. An Infrastructure development plan shall be submitted to show that the Manufactured Home Rental Community complies with the Minimum Standards required by these Regulations and the Manufactured Home Rental Community provided in **Chapter 709.03.07.F**.

03.07.C. Applicability

I. A site development Permit is required for a Manufactured Home Rental Community to ensure it complies with the County's Manufactured Home Rental Community Requirements in **Chapter 109.03.07.F** below.

II. Issuance of a permit does not relieve the Applicant from other permitting requirements applicable to the Manufactured Home Rental Community or to Development generally.

03.07.D. Certificate of Compliance Required

I. A utility provider shall not provide utility services to a Manufactured Home Rental Community, including water, sewer, gas, and electric services, unless the property Owner provides the utility with a copy of the Certificate of Compliance issued by the Director or their designee.

II. A Certificate of Compliance is issued after the property Owner has provided plans and shown compliance with the County's Minimum Standards and after the installation of the On-Site Sewage Facility if the property owner is proposing to service the manufactured home park with an On-Site Sewage Facility.

03.07.E. Required Plans and Documentation

I. Certified Letter from the Utility Provider

a. Water and Wastewater Services

The Applicant shall provide a "Will Serve" Letter from the water and wastewater utility providers with the Site Development Permit to show that minimum water and wastewater services can be provided to each Lot of the Manufactured Home Rental Community as required by these Regulations (refer to the requirements of **Chapter 106**).

b. Electrical Services

The Applicant shall provide a certified letter from the electric service provider with the Permit Application to show that electrical services can be provided to each Lot or space proposed for the Manufactured Home Rental Community.

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II. On-Site Sewage Facility Permit

The Applicant shall provide planning materials in accordance with Title 30, Texas Administrative Code, Part 1, Chapter 285, Subchapter E, Section **285.40** and the Hays County Rules for On-Site Sewage Facility.

III. Tax Certificate

The Applicant will provide a certified tax certificate from the Hays County Tax Assessor's Office to certify that there are no delinquent taxes on the Manufactured Home Rental Community.

IV. Infrastructure Development Plan Set

a. An infrastructure development plan set shall consist of the following sheets:

1. Roadway Plan including the elements required in **Chapter 102.03.05**, **Article 105.01**, and **Article 105.02**.
2. Drainage Plan including the elements required in **Chapter 107.02.03**.
3. Water Plan including the elements required in **Chapter 106.02.03**.
4. Wastewater Plan including the elements required in **Chapter 106.02.03**.

b. The infrastructure development plan shall comply with the following section of these Regulations:

1. Water and Wastewater Services (refer to **Chapter 106.01.04**);
2. Drainage Standards (refer to **Chapter 107.03.01**);
3. Floodplain Management (refer to **Chapter 107.03.02**); and
4. Street Design Standards (refer to **0**);

c. Infrastructure Development Plan Criteria

The infrastructure development plan set will address the following criteria:

1. Show the location of existing and proposed water and wastewater mains;
2. Provide the net Lot size for each proposed lot if proposing to use an On-Site Sewage Facility system in accordance with **Chapter 102.02.03**;
3. Drainage structures;
4. Public access to the Manufactured Home Rental Community and internal street circulation;
5. Proposed parking;
6. Location of the 100-year floodplain based on current FEMA FIRM maps and the Base Flood elevation;
7. Proposed property lines for each manufactured home Lot;
8. Existing and proposed Easements;
9. Location of on-site rental office Building or other auxiliary Buildings not associated with a residential manufactured home lease space;
10. Each sheet shall provide the following information:
    (i) Name, address and contact information of the surveyor or professional engineer who prepared the plan;
    (ii) Name, address, and contact information of the property Owner;
    (iii) Contain the required notes for a Non-Regulated Roadway as provided in **Chapter 105.02.02.C.III**; and
    (iv) The following purpose statement in the notes section:

    "A Manufactured Home Rental Community must provide the minimum infrastructure standards required by the Hays County Development Regulations but is not required to plat."

    (v) Legal description of the property boundary; and
    (vi) Title block on the lower right-hand corner of the page including:
        (a) Community name;
        (b) Labeled as a "private street;"
        (c) Legal description of the community;
        (d) Acreage;

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(e) Total number of Lots; and

(f) Date the plan was prepared.

03.07.F. Manufactured Home Rental Community Requirements

I. Street and Access Requirements

a. Roads and streets shall be constructed to the County's minimum street standards provided in **Chapter 105** and shall be constructed to the Hays County Roadway Specifications.

b. Roads shall be designed for safe and convenient flow of traffic within the Manufactured Home Rental Community and from adjacent Regulated Roadway(s) and will provide access for emergency vehicles to all individual Lots.

c. Minimum Right-of-Way will comply with local street standards as provided in Table 1: Minimum Standard by Roadway Classification of **Chapter 105** of these Regulations.

d. There will be no direct ingress or egress to County or State Right-of-Way from the Manufactured Home Rental Community except through interior streets.

e. Each manufactured home Lot or space containing a manufactured home will front or have direct access onto a local street with safe and convenient access to such street.

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f. Cul-de-Sacs will comply with the dimensions provided in in **Table 1: Minimum Standard by Roadway Classification** of **Chapter 105** of these Regulations.

g. Dead-end streets are prohibited.

h. A Manufactured Home Rental Community shall provide and maintain adequate Roadway access as provided in **Table 1: Minimum Standard by Roadway Classification** of **Chapter 105** of these Regulations.

i. The property Owner of a Manufactured Home Rental Community is responsible for providing and maintaining street signage in compliance with the Manual on Uniform Traffic Control Devices.

j. Each space for a manufactured home or motor vehicle shall be a minimum area of sixteen (16) feet by twenty (20) feet.

k. Street names and related information, Including:

1. The name of the proposed Manufactured Home Rental Community, which shall not be the same or deceptively similar to any other Manufactured Home Rental Community within the County unless the Manufactured Home Rental Community is an extension of a preexisting, contiguous Manufactured Home Rental Community.

(i) Each new Manufactured Home Rental Community name shall comply with the standards for "Subdivision Naming Criteria".

2. Applications for Manufactured Home Rental Community which are an extension of a pre-existing, contiguous Manufactured Home Rental Community (e.g. Phase II, Section 3, etc.);
3. Information on the precise location of the Subject Property, including:
   (i) The "911" Street Address for the main entrance, if established
   (ii) The current legal description;
   (iii) The Roadway(s) which abut the Subject Property or will be used for access to the proposed Manufactured Home Rental Community; and,
   (iv) A set of Geographic Coordinates for the main entrance to the Manufactured Home Rental Community from an existing Roadway.

II. Fire Code Compliance

A Manufactured Home Rental Community is subject to the provisions of the Hays County Fire Code.

III. Building Setbacks

A Manufactured Home Rental Community will comply with the building setbacks required in **Chapter 105.01.04.F**.

IV. Clustered Mailboxes

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An area for U.S. Postal Service Cluster Box Unit (CBU) shall be provided with the adequate off-street parking for the pick-up of mail and deliveries and property egress and ingress onto the Roadway and shall meet the requirements of **Chapter 104.01.04**.

V. Water, Sewer, and Drainage Facilities

It shall be the responsibility of the property Owner to coordinate with the utility service provider to provide Easements for proposed utilities. The property Owner will comply with Easement Dedication requirements as provided in **Chapter 102.02.09**.

VI. Drainage and Erosion Control

Drainage and erosion control plans shall identify the drainage area and Improvements intended to accommodate the runoff based on a 25-year storm frequency. Vegetative growth shall be established to prevent soil erosion within the manufactured home park and to maintain the integrity of the drainage system. Temporary erosion control methods shall be provided during the construction phase of the development until vegetative growth and or permanent erosion control facilities are established. Erosion control methods shall comply with generally accepted engineering standards and as required for Texas Pollutant Discharge Elimination System (TPDES) permit requirements for the discharge of stormwater associated with construction activities that disturb one (1) or more acres of soil.

VII. Variance Requests

A Variance shall be filed in accordance with **Article 101.11**.

03.07.G. Action by the Department

The Department shall either:

I. Approve the site development Permit if the Applicant provided the Required Plans and Documentation in **Chapter 109.03.07.E** and has shown compliance with Manufactured Home Rental Community Requirements in **Chapter 109.03.07.F**; or

II. Disapprove the site development Permit if the Applicant failed to provide Required Plans and Documentation in **Chapter 109.03.07.E** and has shown compliance with Manufactured Home Rental Community in **Chapter 109.03.07.F**.

03.07.H. Effect of Approval

The Department will issue a Certificate of Compliance after the installation of the On-Site Sewage Facility if the property Owner is proposing to service the Manufactured Home Park with an On-Site Sewage Facility. The Applicant may continue with developing the manufactured home park in accordance with approved plans after the issuance of a Certificate of Compliance.

03.08. Screening of Wrecking, Demolition, Recycling, Salvage, and Resale Uses

03.08.A. Purpose

I. The purpose of this section is to establish visual aesthetic standards for automotive wrecking and salvage yards, junkyards, recycling businesses, flea markets, demolition businesses, and outdoor resale businesses in the unincorporated area of the county.

II. This section is not intended to adopt a screening requirement for an automotive wrecking and salvage yard or a junkyard that is less restrictive than the screening requirement under Chapter 396 of the Transportation Code.

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03.08.B. Definitions Applicable to this Subsection

I. Automotive wrecking and salvage yard

A business, other than a business classified as a salvage pool operator under Chapter **2302**, Occupations Code, that stores three or more wrecked vehicles outdoors for the purpose of:

a. Selling the vehicles whole; or

b. Dismantling or otherwise wrecking the vehicles to remove parts for sale or for use in an automotive repair or rebuilding business.

II. Demolition business

A business that demolishes structures, including houses and other buildings, in order to salvage building materials and that stores those materials before disposing of them.

III. Flea Market

An outdoor market for selling secondhand articles or antiques.

IV. Junkyard

A business that stores, buys, or sells materials that have been discarded or sold at a nominal price by a previous owner and that keeps all or part of the materials outdoors until disposing of them.

V. Outdoor resale business

A business that sells used merchandise, other than automobiles, logging equipment, or other agricultural equipment, and stores or displays the merchandise outdoors.

VI. Recycling business

A business that is primarily engaged in:

a. Converting ferrous or nonferrous metals or other materials into raw material products having prepared grades and having an existing or potential economic value;

b. Using raw material products of that kind in the production of new products; or

c. Obtaining or storing ferrous or nonferrous metals or other materials for a purpose described by a. or b.

03.08.C. Visual Aesthetic Standards

The owner of a business listed in **Chapter 109.03.08.B above** must comply with the screening requirements contained in this section.

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I. Screening Height and Transparency

The Owner must install and maintain screening that meets the following requirements:

a. A minimum height of eight (8) feet.

b. Screening type and construction must create a solid barrier made from one or more of the following durable materials:

1. Wrought iron fencing with masonry columns spaced at a maximum distance of twenty (20) feet on center with structural supports every ten (10) feet. Evergreen shrubs measuring at least six (6) feet in height at the time of planting shall be installed and spaced no more than twenty (20) feet apart;

2. Brick, stone, or other masonry finishing material; or

3. A board-on-board wood fence constructed of cedar with metal posts.

c. The screening must extend to within three (3) inches of the ground and be plumb and square.

II. Placement of Screening Devices

a. The Owner shall finish both sides of the screening device with stain or rustproofing, as appropriate.

b. Unless, the screening device is erected to screen an existing business per **Chapter 109.03.08.E below**, the Owner shall install the screening device according to the required specifications before commencing the use.

c. Screening devices must extend alongside and rear property lines and completely enclose the use.

d. Screening devices shall not encroach within in the Right-of-Way or interfere with visibility from any Roadway.

e. Materials, equipment, or commodities shall sit no higher than one (1) foot below the top of the screening device.

f. Each gate shall meet the minimum construction requirements of a screening device, with the exception of landscaping in the case of a wrought iron fence, and remain closed except during normal business hours.

03.08.D. Exceptions

I. This section is not intended to regulate or restrict the use of farm machinery owned or operated by the person on whose property the machinery is located and kept on that property for purposes other than sale.

II. A business subject to a screening requirement under Subchapter E of Chapter **391**, Chapter **396**, or Chapter **397**, Transportation Code, that was in compliance with that screening requirement on August 26, 1991, is exempt from a screening requirement adopted under this section.

03.08.E. Legally Non-Conforming Screening Not Exempt

Not more than twelve (12) months from the effective date of these Regulations, any business operating on the effective date of these Regulations must comply with the visual aesthetic standards required by this section.

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03.08.F. Required Plans

The Applicant shall provide a plan with the Permit Application showing the following items:

I. The property boundary with bearings, distances, and dimensions of each property line;

II. Existing and proposed structures;

III. Internal circulation of the Development such as fire lanes or accessways;

IV. Include the location and name of adjacent public Right-of-Way;

V. A call out of existing residential land uses adjacent to the Subject Property; and

VI. The height, material, and placement of the proposed screening on the subject property.

03.08.G. Action by the Department

The Department shall either:

I. Approve the site Development Permit if it complies with the Screening Requirements in **Chapter 109.03.08.C above**; or

II. Disapprove the site Development Permit if it does not comply with the Screening Requirements in **Chapter 109.03.08.C above**.

Chapter 110. Economic Incentives.

Article 110.01. Purpose and Applicability.

01.01. Purpose

This Chapter governs economic incentives given by the County for qualifying activities covered under or executed as part of Development Authorization issued by the County.

01.02. Authority.

This Chapter is authorized under TLGC Chapter **232.001**.

01.03. Applicability

01.03.A. Voluntary Application of Incentives; Compliance Required

I. Incentives approved and executed under this section are discretionary. No party to an incentive, including the Applicant and the Commissioners Court, is obligated to seek or approve an incentive as a condition of Development Authorization.

II. Except as approved by the Commissioners Court, a Development Authorization approved under the conditions of an economic incentive under this section shall comply with all applicable terms of the incentive at the time the Development Authorization is approved.

III. Except as approved by the Commissioners Court, Improvements approved under the condition of an economic incentive under this section shall comply with all applicable terms of the incentive at the time the Improvements are dedicated to the County

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01.03.B. Types of Economic Incentives

The Commissioners Court may approve the following types of economic incentives:

I. Rebates on Application Fees authorized under TLGC **232.0021** and these Regulations, up to one hundred percent (100%);

II. Rebates on other applicable fees up to one hundred percent (100%);

III. Ad valorem tax exemptions up to one hundred percent (100%);

IV. Expedited review and administrative approval of related Applications such as Final Plat; and

V. Fee-in-lieu contributions.

VI. Public Improvement Districts, to provide financing and/or reimbursement of certain public improvement costs.

01.03.C. Qualifying Activities

I. The Commissioners Court may approve one or more economic incentives listed in **01.03.A** for the following types of Development:

a. Water conservation features;

b. Open space preservation/allocation;

c. Low-intensity development;

d. Conservation development;

e. Affordable housing;

f. Construction of storm water quality management features;

g. Rainwater harvesting features or facilities;

h. Construction of Groundwater recharge enhancement structures;

i. Cedar/ash juniper managed removal plan;

j. Boundary street Improvements;

k. Transfer of development rights;

l. Establishment of Conservation Easement(s);

m. High-intensity uses;

n. Wastewater reuse plumbing to individual Lots; or

o. Other proposed improvements, features or Developments the Commissioners Court finds to be consistent with the purpose and intent of these Regulations.

II. The Commissioners Court may approve incentives based on multiple qualifying activities under a single Development Authorization.

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Article 110.02. Processes.

02.01.A. Application and Approval Procedures

I. The Commissioners Court may approve an economic incentive rebate at the following rate if requested by the Applicant during the Development Authorization process established in **Article 102.02**:

a. Fifty percent (50%) of the approved rebate may go to a dedicated fund for open space preservation as an offset to required open space fee-in-lieu.

b. $100 of the County's per-Lot portion will be applied to the same dedicated fund.

II. At the time of the initial Application for Development Authorization (see **Chapter 101.07.02**), the Applicant must identify all proposed components for which a qualifying economic incentive will be requested.

a. Completeness of the request and payment of any associated fees will be subject to Administrative Review (see **Article 101.07**).

b. Requests for economic incentives must be approved by the Commissioners Court prior to:

1. Determination of Administrative Completeness of the associated Development Authorization, in the event of a request for abatement of an associated Application fee; or

2. Final approval of the Development Authorization, in the event of all other requests for incentives.

c. Any Development Authorization associated with an initial request for economic incentives requires consideration and approval by the Commissioners Court.

Article 110.03. Documentation of Improvements

03.01. Design and Cost Estimate Information

I. Structural Improvements

a. For any structural Improvements to be completed with the initial Development and for which the Applicant is requesting an economic incentive, the Applicant must submit a design and cost estimate prepared by a Texas licensed professional engineer.

b. The design and cost estimate must be provided in sufficient detail to allow the Director or their designee to evaluate the initial design and cost estimates and to allow as-built Improvements to be verified following construction.

II. Non-Structural Improvements

a. For non-structural Improvements for which the Applicant is requesting an economic incentive, the Applicant must submit a detailed description and cost estimate in sufficient detail to allow the Director or designee to verify as-built Improvements following construction.

b. Improvements that are intended to be placed within an area under common ownership and maintenance must be shown on an approved Preliminary Plan.

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03.01.B. Inspection

The Applicant is responsible for contacting the Director or their designee to inspect all Improvements when an economic incentive is requested.

03.02. Rebate Procedures

03.02.A. Documentation

All economic incentives, except donations to the Open Space Preservation Fund, must be accompanied by an invoice certifying actual expenditures.

I. Rebate of Structural Improvements

a. When the Commissioners Court requires that Improvements be completed with a Development Authorization, Application fees incurred by the Applicant for structural Improvements are eligible for refund upon verification that the Improvements are complete.

b. For Improvements not required to be completed with a specific Development Authorization, Application fees incurred by the Applicant for structural Improvements are eligible for refund upon verification that the Improvements are complete or partial refunds may be granted based on the verified percentage of Improvements completed.

II. Rebate of Non-Structural Improvements

Application fees incurred by the Applicant for non-structural Improvements will be refunded when the Director or their designee has determined that all Improvements are completed as approved.

03.02.B. Incentives for Water Quality Protection Features

I. Encouraged in All Developments

Each Applicant is encouraged to provide water quality protection features and incorporate them into the design of Developments within the County, regardless of whether economic incentives are approved for the Development.

II. Qualification for Economic Incentives

Water quality features designed and constructed in accordance with this **Chapter 110.03.02.B** qualify for economic incentives subject to approval by the Commissioners Court.

03.02.C. Water Quality Protection Design Requirements

Applications approved for economic incentives for water quality protection must comply with the following design requirements:

I. To qualify for the full value of economic incentives, a project must incorporate sufficient structural and non-structural best management practices to achieve no net increase in both dissolved and suspended pollutant loading from activities associated with the Development.

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II. The Commissioners Court may authorize partial economic incentives for water quality protection measures which include a lower design threshold.

a. To qualify for partial economic incentives, the Applicant must describe in the Application the proposed design standard.

b. The Applicant must provide the description in sufficient detail to allow the Director or their designee to determine the relative level of water quality protection when compared to the “no net increase” design standard.

III. All water quality protection measures must be designed in accordance with the procedures outlined in one or more of the following standards:

a. Water Quality Management Technical Criteria published by the Lower Colorado River Authority;

b. Edwards Aquifer Technical Guidance Manual published by the Texas Commission on Environmental Quality;

c. Drainage Criteria Manual or Environmental Criteria Manual published by the City of Austin; or

d. A water quality design manual, design procedure, or design criteria published by or applied within a municipality or county having jurisdiction over the project.

IV. An Application for economic incentives for water quality design must be supplemented with information prepared by a Texas licensed professional engineer detailing the design of the water quality protection measures, including:

a. Pollutant loading calculations for the pre-development and post-development conditions; and

b. Necessary water quality protection measures, acting either individually or collectively, to achieve the design standard utilized for the site.

03.02.D. Stream Buffer Zones and Stream Offsets

I. Stream buffer zones or offsets are naturally vegetated corridors along streams and watercourses that provide the following:

a. Filtering or sequestering of pollutants;

b. Localized recharge to contribute to sustained base flow;

c. Flood flow attenuation;

d. Habitat for various plant and animal communities; and

e. Acceptance of sheet flow from developed areas to minimize the adverse impacts of runoff.

II. An Application for Development Authorization that includes a request for incentives related to establishing stream buffer zones or offsets must incorporate the following features or design standards:

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a. The stream buffer zone must be established based on the centerline of the active channel, with the required offsets and total widths based on the contributing drainage area, in accordance with the following:

Table 7: Required Buffer Width from Stream Centerline based on Contributing Area

Stream Contributing Area (Acres)	Width/Offset (feet from each side of the centerline)	Total Width (feet)
32 to 120	100	200
Over 120 to 300	150	300
Over 300 to 640	200	400
Over 640	300	600

b. A greater buffer width should be provided where the following natural features extend outside the minimum recommended area:

1. A 100-year floodplain or flood hazard area has been identified consistent with **Chapter 107.03.02**, in which case the buffer zone must encompass the one hundred year (100 year) floodplain and an additional 25 feet beyond the edge of the floodplain;

2. Federal Wetlands that extend beyond the edge of the required buffer, in which case the buffer zone must encompass the entire Wetland and an additional twenty-five (25) feet beyond the edge of the Wetland.

c. The buffer zone may be reduced to accommodate a high bank, canyon, cliff, bluff or other similar feature on one or both sides of the stream, subject to approval by the Director or their designee and demonstration of the following:

1. The top of the bank extends at least three (3) feet above the elevation of the one hundred year (100-year) floodplain; and

2. The reduced buffer is designed to extend at least twenty-five (25) feet horizontally beyond the edge of the high bank.

d. To qualify for incentives, Development within buffer zones must be limited only to critical crossing of utilities and transportation Infrastructure as determined by the Director or their designee and subject to establishing necessary protection from damage to the stream.

e. Structural stormwater control best management practices (BMPs) are prohibited from being located within a stream.

03.03. High-Intensity Use

03.03.A. Purpose

This **section** is intended to:

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I. Define the minimum threshold for certain uses to qualify as “high-intensity”;

II. Provide standards for such uses when economic incentives are requested;

III. Evaluate projects with disproportionate infrastructure demand relative to public benefit.

03.03.B. Incentive Policy for High-Intensity Uses

I. It is the policy of Hays County to prioritize economic incentives for high-efficiency, low-resource-intensity Development that minimizes long-term impacts on water and energy Infrastructure.

II. Incentives may be applied to a single Development or to Developments on multiple parcels if it can be demonstrated that the Developments will collectively meet the requirements and thresholds of this Article.

03.03.C. High-Intensity Uses Defined

A Development is classified as a high-intensity use if any of the following are met:

I. Water Demand Threshold

a. Average daily water demand greater than or equal to one hundred thousand (≥ 100,000) gallons per day (GPD), or

b. Peak daily demand greater than or equal to two hundred fifty thousand (≥ 250,000) gallons per day (GPD).

II. Electrical Demand Threshold

a. Peak electrical demand equal to or greater than twenty (20) megawatts (MW)

III. Cooling-Based Qualification

Utilizes mechanical cooling systems designed to support:

a. Data centers;

b. Cryptocurrency mining; or

c. High-density computing operations.

03.03.D. Minimum Standards to Qualify for Economic Incentives

Cooling System Requirements

I. Closed-Loop Required Above Threshold

a. Facilities with projected water demand that is greater than or equal to one hundred thousand (≥100,000) GPD shall utilize:

1. Air-cooled or hybrid systems achieving equivalent water use reduction; or

2. Design the system to utilize closed-loop cooling.

II. Evaporative Cooling Limitations

Evaporative or once-through cooling systems are prohibited unless:

a. Total annual water consumption is demonstrated to be less than ten percent (10%) of an equivalent open-loop system; and

b. At least seventy-five percent (75%) of water demand is met through:

1. Reclaimed water;

2. On-site reuse;

3. Brackish groundwater; or

4. Other non-potable sources.

III. Potable Water Restriction

Potable water may not be used for ongoing cooling operations except to provide:

a. Initial system fill; and

b. De minimis make-up water (<5%) of total annual demand), unless otherwise approved.

IV. Water Use Cap for Incentive Eligibility

Unless net water consumption is offset through reuse, recharge, or imported supply, economic incentives may be withheld or denied for any project exceeding the following over the life of the incentive:

a. Five hundred thousand (500,000) gallons/day average demand, or

b. One hundred fifty million (150,000,000) gallons/year.

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V. On-Site Power Generation Requirement

Economic incentives may be withheld or denied if a project fails to provide the following minimum specifications:

a. On-site generation or storage must provide at least:

1. Fifty percent (50%) of peak demand, or
2. One Hundred percent (100%) backup capacity.

b. In addition to the requirements of **V.a**, projects that equal or exceed fifty (50) MW must provide:

1. Dispatchable generation (or firm contracted equivalent); and
2. Battery storage or load-shedding capability.

c. In addition to the requirements of **V.a** and **V.b**, the following must be demonstrated:

1. No adverse impact to local transmission constraints will occur;
2. The Applicant has coordinated with ERCOT and the electrical utility provider;
3. Electrical plans include:
   (i) A load ramp-up schedule; and
   (ii) Curtailment plan during grid emergencies.

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VI. On-Site Power Generation

Backup generators for continuous power generation must comply with the following standards:

a. Shall not be used for primary commercial power sales;

b. Must be limited to:

1. Backup power; or
2. Grid emergency operations.

c. Continuous operations must not rely on temporary generation except during:

1. Grid outages;
2. Maintenance; or
3. ERCOT-directed curtailment events.

VII. Water Usage Effectiveness (WUE)

a. Water Usage Effectiveness Defined

1. WUE is a metric that measures the efficiency of water use at a facility, expressed as “WUE = Annual On-Site Water Usage (gallons) ÷ IT Equipment Energy (kWh)”.

2. WUE represents the gallons of water consumed per kilowatt hour of (gallons per kWh) of load.

b. Maximum WUE to Qualify for Economic Incentives

1. The maximum on-site WUE must be equal to or less than thirty-two one-hundredth (0.32) gallons per kWh.

2. High-intensity uses may qualify for economic incentives based on compliance with **Table 8: Eligibility Tiers for High-Intensity Uses Requesting Economic Incentives**

Table 8: Eligibility Tiers for High-Intensity Uses Requesting Economic Incentives

On-Site WUE (gal/kWh)	Equivalent (L/kWh)	Incentive Eligibility
≤ 0.07	~0.25	Up to 100% (only Tier 1 or 2 eligible)
≤ 0.13	~0.50	Up to 90%
≤ 0.20	~0.75	Up to 80%
≤ 0.26	~1.00	Up to 70%
≤ 0.32	~1.20	Up to 50%
> 0.32	>1.20	Not eligible

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VIII. Documentation Requirements for High-Intensity Uses

To qualify for economic incentives, the Commissioners Court may require any high-intensity use to submit documentation showing:

a. On-Site WUE will be less than or equal to thirty-two one-hundredth (0.32) gal/kWh;

b. Projected average daily water demand (GPD); and

c. Annual water consumption (gallons/year).

IX. Eligibility for Economic Incentives Based on Water Demand

Economic incentives may be limited based on overall water demand unless mitigated by demonstration of WUE according to the following:

a. Tier 1: Moderate Water User

1. Moderate user means one hundred thousand to two hundred fifty thousand (100,000 – 250,000) GPD (average).

2. Tier 1 uses must achieve a WUE equal to or less than 0.32 gal/kWh

b. Tier 2: Major Water User

1. Major user means greater than two hundred fifty thousand to but not more than five hundred thousand (>250,000 – 500,000) GPD (average).

2. Tier 2 uses must utilize or achieve:

(i) WUE greater than or equal to twenty one-hundredth (≤ 0.20) gal/kWh;

(ii) Closed-loop, hybrid, or equivalent low-water cooling; and

(iii) Potable water use for cooling that is equal to or less than twenty-five percent (25%) of total demand.

c. Tier 3: Extreme Water User

1. Extreme user means greater than 500,000 GPD (average).

2. Tier 3 uses must utilize or achieve:

(i) WUE ≤ 0.13 gal/kWh.

(ii) Use non-potable water for greater than or equal to seventy-five percent (≥ 75%) of total demand.

(iii) Demonstrate no net negative impact to aquifer or regional supply over the course of an average year based on:

(a) Power generation sources available to the provider at the time of application for incentives, such as coal, natural gas, nuclear and renewable; and

(b) Supply analysis that considers both on-site and off-site WUE including cooling methods for power generation source.

(iv) If additional incentives are available, Tier 3 use may reapply if the power generation source changes to provide a greater percentage of power from low-net water use sources.

3. Tier 3 uses may qualify for no more than seventy-five percent (75%) of maximum available incentives.

X. Economic Incentives Revoked for Non-Compliance

a. The Commissioners Court may require regular usage reports demonstrating that projects receiving economic incentives are meeting the minimum standards of this subchapter.

b. Upon demonstration that any project receiving economic incentives has failed at any time to meet the minimum standards of this subchapter, the Commissioners Court may vote to suspend or revoke up to one hundred percent (100%) of economic incentives granted for the project.

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Chapter 111. Development Agreements.

Article 111.01. Purpose, Authority, and Applicability.

01.01.A. Purpose

The Commissioners Court has authorized special provisions for Development Agreements to accomplish the following objectives:

I. To formalize the execution of a request for Economic Incentives and require satisfactory performance of the conditions specified in the approval of Economic Incentives related to a Development Authorization;

II. To allow greater flexibility and creativity in the design of Developments;

III. To allow the County to provide incentives for desired Development conditions that exceed the legal authority of these Regulations;

IV. To allow the County to enforce land use and Development regulations other than those presented in these Regulations;

V. To facilitate the construction and maintenance of housing, streets, utilities, and public service in a more economical and efficient manner;

VI. To facilitate the provision of community services in a more economical and efficient manner;

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VII. To include other lawful terms and considerations that the parties deem appropriate; and,

VIII. To allow for Phased Development.

01.01.B. Authority.

Legal Authority for adopting and enforcing the requirements in this Chapter is granted to the County under TLGC Chapters **232**, **233**, **234**, **241**, **242**, and **352** and under the Texas Water Code in Chapters **26** and **35**.

01.01.C. Applicability.

I. General Requirements.

This Chapter shall govern the negotiation and use of Development Agreements between the County and Persons seeking Development Authorizations from the County.

II. Development Agreement Not Required.

a. No Applicant requesting a Development Authorization from the County shall be required to utilize a Development Agreement, with the exception of the following, as permitted under TLGC Chapter **232**, Transportation Code Chapter **251**, and Water Code Chapter **35.091**:

1. A Development Authorization that includes or is pursuant to a request for economic incentives under **Chapter 110**;

2. A request to record a Final Plat prior to acceptance of Public Infrastructure;
3. A Development Authorization relies on Groundwater as a primary water source under **Chapter 106.02.04**; or
4. A Development Authorization that includes a request for waiver or modification of any standard related to construction of Public Infrastructure, including waiver of the requirement to conduct a Traffic Impact Analysis under **Chapter 105.02.03.C**.

b. Other than exceptions listed in **Chapter 111.01.01.C.II.a above**, a Development Agreement is intended to be a voluntary agreement between the County and an Applicant or Owner.

III. More Restrictive Agreement Allowed.

a. An Owner who wishes to establish terms for their property's future development that are more restrictive than those contained in these Regulations may enter into a Development Agreement with the County to enforce these restrictions.

b. Said agreement shall subject the property Owner, their assigns, and successors to the more restrictive development terms under the conditions of the approved Development Agreement, to the same degree as an issued Development Authorization.

c. Acceptance of a Development Agreement by the County for the purpose of restricting development shall require the property covered by the agreement to be developed in accordance with the terms of said agreement.

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d. Restrictive Development Agreements will require the filing of an Easement, the rights of which shall be held by the County, in the Official County Records. Nothing in this section shall be construed to authorize development activities that are not in compliance with State and federal law.

e. This provision is specifically intended to be used in conjunction with the Transfer of Development Rights, credits or commodities from one property to another, where the Sending Sitefrom which the development rights or credits are taken) is located within Hays County, regardless of the location of the Receiving Site.

IV. Applicability to Other Chapters.

a. An Application for a Development Authorization that is subject to a Development Agreement must meet all other applicable Chapters of these Regulations, except as specifically waived, exempted or modified under the applicable Development Agreement.

b. Where a Development Agreement is entered into for Subdivisions involving multiple phases of Development, a Preliminary Plan is required subject to the requirements of **Chapter 102.02.04Chapter 102.02.03** except as specifically waived, exempted or modified under the applicable development agreement.

c. Construction Plans are required subject to the requirements of **Article 102.03** when a Development Agreement involves any Public Improvements.

Article 111.02. Processes.

02.01. Application and Approval Procedures.

02.01.A. General Requirements

Applications to the County for approval of a Development Agreement pursuant to these Regulations are subject to the general requirements and Application procedures set forth in **Chapter 101** of these Regulations.

02.01.B. Application and Review Fees

I. The Commissioners Court may establish Application and review fees for Development Agreements, as set forth in **Chapter 101** of these Regulations.

II. The Department is generally prohibited from negotiating or materially engaging in discussions about a Development Agreement prior to said Application fee being paid; provided, however, the Director or designee may, at their discretion, meet for no more than one (1) hour to discuss the project and the potential Development Agreement.

02.01.C. Legal Form of Agreement

The Department shall coordinate the legal form of Development Agreements with the Hays County Criminal District Attorney's Office, or such other authorized legal representative as may be designated by the Commissioners Court. The Department may draft and publish a standardized legal form for a Development Agreement. The drafting, publishing or existence of such standardized legal form shall not create any legal obligation for the County in relationship to any particular agreement being considered. Each such agreement being considered for approval by the County shall be reviewed by the Hays County Criminal District Attorney's Office, or such other authorized legal representative as may be designated by the Commissioners Court.

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02.01.D. Miscellaneous Administrative Processes and Requirements

I. To the extent that changes to the standard Development Agreement template are requested, such requests shall be made in the form of a red-lined document that tracks all changes in an obvious manner (example: a Microsoft Word Document with track changes turned on).

II. To the extent that changes made to the document are not made with some form of track changes on, the Director may void the application and the Applicant shall forfeit any fees already paid.

02.02. Contents of the Development Agreement

Development Agreements used in conjunction with the issuance of Development Authorizations shall address the following issues:

02.02.A. Parties to the Agreement

The Permittee and the Owner(s) of the Subject Property must be parties to the Development Agreement with the County. The County may require such other Persons to be party to the Development Agreement as the County deems are necessary to ensure that the development activities are conducted in accordance with the Development

Authorization and the Development Agreement. Unless approved by the Commissioners Court, a Development Agreement is valid only by and between the original parties to the agreement, and creates no third party rights or contracts with Persons who are not parties. Requests to transfer must be submitted in writing to the Department and may only be approved by the Commissioners Court.

02.02.B. Responsibility of the Parties

By executing a Development Agreement with the County, the Permittee, Owner, and other parties agree to be bound by the terms of the Development Agreement and any related Development Authorizations, including any special provisions incorporated by the parties to the Development Agreement.

02.02.C. Application Information

Development Agreements shall contain the following information from the Application documents:

I. The legal names of the Applicant, Permittee, Owner, and any other parties to the Agreement.

II. The property location and description information included in the Application for the Subject Property to which the Development Agreement applies.

III. The reference identifier issued by the Department for the Application to which the Development Agreement applies.

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02.02.D. Hold Harmless

Once a Development Agreement has been approved, the parties to the Development Agreement shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of the activities authorized in the Development Agreement.

02.02.E. Responsibility for Permitted Activities

Once approved, the Permittee shall be responsible for complying with the terms of the Development Agreement.

02.02.F. Special Provisions

The Commissioners Court may incorporate reasonable special provisions into any Development Agreement to ensure compliance with these Regulations, and protection of public health, safety, welfare, and the environment. Such special provisions shall be based on any of the requirements of these Regulations or on the County's established legal authority.

02.02.G. Expiration

Unless otherwise indicated within the Development Agreement, said agreement shall expire two (2) years from the date of approval by the Commissioners Court if none of the activities authorized in the Development Agreement have commenced within that timeframe. Expired Development Agreements are null and void.

02.02.H. Notice of Other Regulatory Programs

To the extent that the Department is aware of other applicable regulatory programs, the Department may incorporate into a Development Agreement notices of the Permittee's responsibility to comply with such other regulatory programs, in accordance with **Article 101.12**

02.03. Approval and Modification of Development Agreements.

02.03.A. Approval by Commissioners Court

Approvals of Development Agreements under these Regulations shall be in the form of an agreement passed by the Commissioners Court agreeing to the terms of such Development Agreement and authorizing the County Judge to execute the agreement on behalf of the County. The Court may also include in the approving ordinance another duly authorized representative, in lieu of the County Judge, to execute the agreement on behalf of the County.

02.03.B. Signatories on Behalf of Parties

Signatories that execute a Development Agreement on behalf of other parties shall be duly authorized to execute. If the signatory on behalf of a party is not the actual party, the signatory shall furnish all necessary documentation, such as a notarized affidavit, to evidence that they are authorized to execute the document on behalf of the party and have the authority to bind the Party to the terms of the Development Agreement. Such documentation shall be of a legal form acceptable to the County, including a power of attorney, a resolution issued by the party's governing body, or other appropriate legal documentation.

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02.03.C. Recording of Agreement

A Development Agreement approved by the Commissioners Court in conjunction with a Development Authorization shall not be effective until said Development Agreement is executed by all parties. The Development Agreementshall be timely recorded in the Official County Records.

02.03.D. Modifications to Agreement

Modifications, amendments, and other changes to a Development Agreement shall only be authorized with the approval of the Commissioners Court.

02.04. Public Notice.

02.04.A. Notice Required

This sub-chapter shall apply to all Applications that include a Development Agreement.

02.04.B. Combined Notice

Public notices required under this sub-chapter may be combined with any other public notices required under these Regulations or otherwise, provided such combined notice includes all of the items required under this sub-chapter.

02.04.C. Contents of Notice

In addition to the applicable items required under **Chapter 111.02.05**, the Written Notice and Published Notice required under this Chapter must include the following information:

I. The date, time, and location where the Commissioners Court will consider the proposed Development Agreement;

II. The identification of the parties to the proposed Development Agreement;

III. Any provisions in the proposed Development Agreement that authorize development activities that would not otherwise be authorized under these Regulations; and,

IV. Identification of the items and corresponding costs in which the County will participate.

02.04.D. Written Notice

I. Prior to the consideration by the Commissioners Court, the Applicant shall notify any Political Subdivisions and property Owners within two hundred fifty feet (250 feet) of any property line of the Subject Property under this Chapter in accordance with the requirements listed in **02.04.C above**. Written notice shall be completed by the Applicant with proof of notice and content being sent to the Director or their designee prior to the Commissioners Court approval. Written notice shall be sent using Certified Mail from the United States Postal Service (USPS) at the Owners expense.

II. Where individual provisions of these Regulations require Written Notice, the Applicant shall be required to notify any affected Political Subdivision(s) and the Owners of Contiguous Property through Written Notice.

III. The following provisions apply to Written Notice, where required:

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a. The Written Notice must include a map clearly showing the boundaries and general location of the proposed Development and major Roadways in the vicinity of the Subject Property.

b. The Written Notice must include a general description of the nature of the proposed Development, including identification of the Applicant and a general description of the nature of the activities for which approval is being requested.

c. The Written Notice must also include any additional information required by the individual Chapter that includes the Written Notice requirement.

d. The Applicant shall forward copies of any Written Notice to any other parties to the Application, including the Permittee and/or the Owner of the Subject Property.

IV. The following requirements apply to the delivery of Written Notice, where required:

a. The Person may deliver the Written Notice in Person, by express courier or by depositing the notice with the United States Postal Service (USPS), postage paid. Personal delivery and delivery by express courier shall be confirmed by a written acknowledgement of receipt by the party to whom the Written Notice was delivered or their Authorized Agent.

b. Mailed notice deposited with the USPS shall be sent certified with return receipt requested, unless otherwise required under individual chapters. Mailed notice may be confirmed by the receipt returned by the USPS.

c. In instances where the Person to receive Written Notice has requested that the Person making the Written Notice submit such Written Notice via electronic media, the Person making such Written Notice may deliver that notice via electronic media.

1. All instances of Written Notice delivered via electronic media must be confirmed in writing or by receipt of an affirmative reply from the recipient via electronic media.

2. Nothing in this section shall be construed to require the issuance of Written Notice via electronic media.

d. Where Written Notice is required to affected Political Subdivisions, the Applicant shall provide Written Notice of the proposed Development to each of the affected Political Subdivision prior to the submittal of the Application.

e. Where Written Notice is required to Owners of Contiguous Property, the Applicant shall provide Written Notice of the Application to each of the Owners of Contiguous Property that are not parties to the Application prior to the submittal of the Application.

f. In the event that major changes are made to the project during the course of Technical Review, the Department may, on a case by case basis, require that Contiguous Property Owners be notified of the changes.

g. The Applicant shall provide copies of the notification and proof of notice delivery to the Department upon submittal of the Application.

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02.04.E. Published Notice

Prior to the consideration by the Commissioners Court, the Applicant shall publish notice in a newspaper of general circulation within the county in accordance with the requirements listed below.

I. Notice within a newspaper of general circulation shall include but not be limited to:

a. Name of Development Agreement;

b. Date the Commissioners Court will be hearing the agreement;

c. List the names of all parties to the agreement;

d. List the main street/roadway the subject property is located;

e. A brief description or summary of the agreement; and

f. Any other information requested by the Director.

II. Published notice shall run twice (2) in a newspaper of general circulation. The first run shall be at least thirty (30) calendar days prior to the Commissioners Court hearing the agreement. The second run shall be at least seven (7) calendar days prior to the Commissioners Court hearing.

III. To document publication of the required notice, the Owner having such notice published shall submit an original, signed publisher's affidavit demonstrating actual publication.

02.05. General Public Notice Requirements.

02.05.A. Communication with a Precinct Commissioner

I. Prior to submission of an Application, the Applicant or Applicant's Authorized Agent is required to meet with the Commissioner in whose precinct(s) the proposed Development is located. The Director of Development Services and the Director of the Transportation Department shall be included in such a meeting.

II. Commissioners may delegate contact and communication responsibilities to one or more members of their staff.

III. A meeting shall be held in-person or virtual based on the Commissioner's request. All meetings shall be at a mutually agreeable date, time, and location.

IV. The purpose of this meeting shall be for the Applicant to inform the Commissioner and staff about the project and for the Commissioner to present to the Applicant any constraints, concerns, or considerations associated with the project.

V. Documentation of contact or communication with the Commissioner, including the personal visit, if requested, shall be furnished to the County in conjunction with an Application.

02.05.B. Notice Required

I. Where individual provisions of these Regulations require notice, the Applicant is responsible for accomplishing such notice regarding the Application or any action thereon, including any costs associated with such notice.

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II. Where the requirements of State or Federal law dictate that the County actually accomplish such notice associated with an Application or any action thereon, the Applicant shall be responsible for the payment of fees and charges established by the Commissioners Court to cover the cost of such notice.

02.05.C. Documentation

I. Where individual provisions of these Regulations require notice, the Applicant is responsible for furnishing documentation to the County confirming that such notice was accomplished.

II. Specific documentation requirements shall be established by the Department for each type of notice required under these Regulations.

02.05.D. Identification of Affected Political Subdivisions

I. Where Written Notice is required to be submitted to an affected Political Subdivision, the Applicant shall identify all such Political Subdivisions.

II. The identified Political Subdivisions shall be, at a minimum, those which appear on the tax certificate for the Subject Property.

III. The address for notice purposes for each affected Political Subdivision shall be available from the Department.

02.05.E. Identification of Contiguous Property Owners

I. Where Written Notice is required to be submitted to Owners of Contiguous Property, defined as all property having any portion that is within two-hundred fifty feet (250') of the property subject to the proposed Development Agreement, the Applicant shall identify all Owners of Contiguous Property that are not parties to the Application.

II. The identified Owners for the Contiguous Property shall be those Owners on file with the Hays Central Appraisal District (HCAD) within thirty (30) days prior to the date the Application is filed.

III. The address of the identified Owners for notice purposes shall be the address on file with the HCAD.

02.05.F. Review of Public Notice by the County

I. The County may review any and all procedures used by the Applicant or others to accomplish public notice under these Regulations.

II. The County shall require additional public notice for any public notice deemed by the County as not in compliance with these Regulations.

III. The County may suspend the processing of any Application for which the County determines that public notice was not accomplished in substantial compliance with these Regulations.

IV. The Applicant shall be responsible for the costs of such additional public notice required as a result of failing to publish notice in substantial compliance with these Regulations.

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02.05.G. Additional Public Notice by County

I. Where these Regulations require notice, the County may accomplish additional public notice of any Application or pending action on such Application using whatever means it may deem appropriate and as required by federal, State or local law.

II. Any such costs for this additional public notice shall be the responsibility of the County.

III. Additional public notice by the County may include, but is not limited to, posting notice on the Commissioners Court agenda, posting notice in conjunction with other Posted Notices at County facilities, posting on any electronic medium maintained or used by the County, or inclusion of such notice in any announcement or communication performed by the County.

IV. Except where required by law, such additional public notice by the County will be at the discretion of the Commissioners Court.

02.06. Public Participation.

02.06.A. Participation Invited

I. The Commissioners Court invites and welcomes public participation in the process of reviewing and approving Development Agreements.

II. In administering these Regulations, the Department is directed to ensure compliance with the requirements of the Americans With Disabilities Act to ensure open public access to the process.

a. This requirement extends to activities conducted by the Department as well as to public meetings sponsored by the Applicant.

02.06.B. Applicant Sponsored Public Meetings Encouraged

I. The Commissioners Court encourages all Applicants for Development Authorization to conduct public meetings for all projects or activities likely to generate significant public interest.

02.06.C. Applicant Sponsored Public Meetings Required

I. A public meeting sponsored by the Applicant is required for all Applications involving a request for Development Agreement where:

a. The Subject Property is fifty (50) or more acres in size;

b. Development of the Subject Property will result in fifty (50) or more Dwelling Units; or

c. As requested by the Commissioner(s) with precinct jurisdiction over the Subject Property.

02.06.D. Requirements for Applicant-Sponsored Public Meetings

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I. Where a public meeting is conducted by the Applicant, the following requirements apply:

a. Prior to conducting a public meeting, the Applicant or prospective Applicant should prepare and file with the Department a non-binding concept plan for the proposed development, which may be a non-engineered plan with sufficient detail to depict the proposed development and Improvements to the Subject Property.

b. The purpose of the public meeting is for the Applicant or prospective Applicant to present the concept plan to the public and to receive public comment on the concept plan.

c. The public meeting serves as an opportunity to identify issues of concern about a proposed Development that may be addressed prior to submission of an Application under these Regulations.

1. Failure to resolve issues of concern prior to filing an Application does not affect the Department's review of the Application which shall be carried out under normal procedures as required by these Regulations regardless of the outcome of the public meeting.

d. The public meeting may be held at any time within ninety (90) calendar days in advance of the agreement being placed on the agenda of a Commissioners Court meeting.

e. Advance notice of the public meeting shall be published in a newspaper of general circulation within the County at least once a week for two consecutive weeks, in accordance with the requirements for Published Notice in **Chapter 111.02.04.E**.

f. The Applicant shall also provide Written Notice in accordance with **Chapter 111.02.04.E**, to consist of the text of the Published Notice of the meeting and a copy of the Concept Plan to the Owners of Contiguous Property, the Commissioner(s) in whose precinct(s) the Subject Property is located, and affected Political Subdivisions.

g. A copy of the concept plan, a copy of any sign-in documentation, and the public notice shall be submitted along with all other Application materials required to be submitted for an Application under these Regulations.

h. The Applicant must provide documentation of individuals who attended the meeting, including the names and phone numbers of attendees if available.

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FREESE AND NICHOLS

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 10/27/2026

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

Sponsor: Commissioner Hammer

Agenda Item

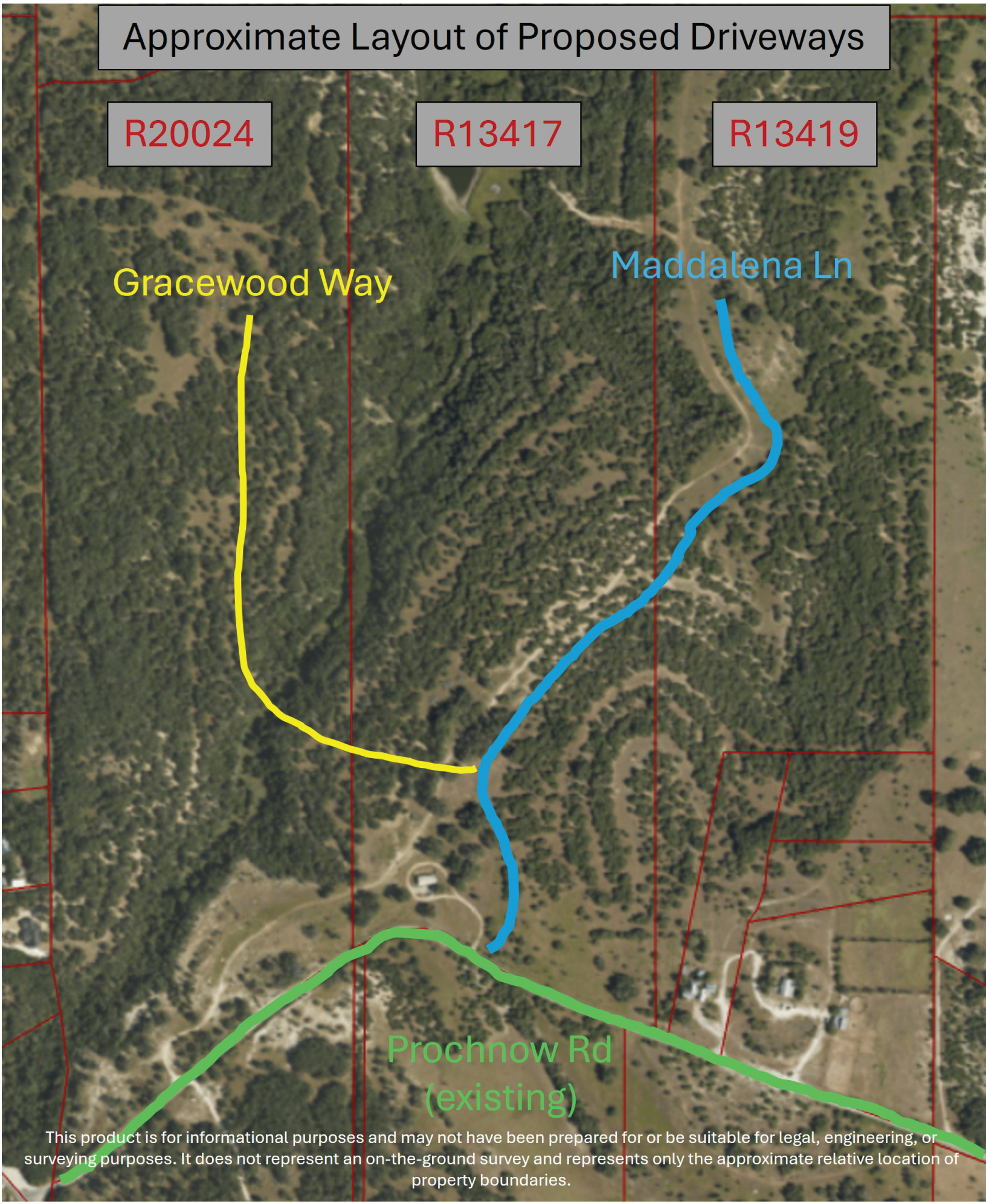
Discussion and possible action to approve the naming of two private driveways in Precinct 3, Maddalena Lane and Gracewood Way. **HAMMER/BERLAD**

Summary

The owners of property located off Prochnow Rd in Precinct 3 have requested to name their two private driveways Maddalena Lane and Gracewood Way. All property owners have signed off on the request and the proposed name has been verified with the Hays County GIS and 911 Addressing Division.

Attachments

Map Exhibit
Letter Request and Signatures


Approximate Layout of Proposed Driveways
R20024
R13417
R13419
Gracewood Way
Maddalena Ln
Prochnow Rd
(existing)
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

PROCESS TO NAME ROAD
(PRIVATE DRIVEWAY, EASEMENT, SHARED ACCESS DRIVEWAY)

1. **There must be at least 2 or more property owners that use the road to get to their homestead.**

2. **Contact all property owners who have access to private road, even if they don't use private road, to let them know about possibly naming the road for 911. A meeting with Hays County GIS Division is encouraged with all parties involved.**

3. **If all property owners agree, they will need to sign the signature approval page which will need to be sent to the GIS/Addressing Dept. Next, come up with list of possible street names. Hays County GIS/Addressing Dept will review for approval.**

4. **Draft a letter to County Commissioner (whichever Precinct it is in) stating you would like to petition to name a private road (attach location(map) and the street name and that it is approved by Hays County GIS/Addressing Division). State all parties agree to change physical address to the new approved street name and change their address according to Hays County Addressing Dept. Every property owner who has access to road must sign letter in agreement. Whether they use the road or not.**

5. **Send copy of letter to Hays County GIS Division with attachments.**

6. **Mail letter or deliver to your County Commissioner (whichever precinct you're in) if he or she is agreement, then it will be placed on the agenda for Commissioners Court for final approval. County Commissioner will contact Hays County GIS Division for any further information before placing on agenda.**

7. **Once approved by Commissioners Court, our GIS Addressing office will assign new addresses and mail out to property owners if needed.**

Signature Approvals

We, the undersigned, approve the request to name the shared access driveway (easement, private road) to Maddalena Lane and Gracewood 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.

Allen Shannon
Name

September 17, 2026
Date

Allen Shannon
Printed Name

R-13417
Property ID Number

Allen Shannon
Name

September 17, 2026
Date

Allen Shannon
Printed Name

R13419
Property ID Number

Allen Shannon
Name

September 17, 2026
Date

Allen Shannon
Printed Name

R20024
Property ID Number

Name

Date

Printed Name

Property ID Number

Signature Approvals

We, the undersigned, approve the request to name the shared access driveway (easement, private road) to _____

We also acknowledge with Hays County approval of this road name request; new physical addresses will be assigned accordingly with new street name. Old addresses will be no longer be valid for use.

_____ _____

Name **Date**

Allen Shannon

_____ _____

Printed Name **Property ID Number**

_____ _____

Name **Date**

_____ _____

Printed Name **Property ID Number**

_____ _____

Name **Date**

_____ _____

Printed Name **Property ID Number**

_____ _____

Name **Date**

_____ _____

Printed Name **Property ID Number**

Date September 17, 2026

Commissioner Hammer

Address

Dear Commissioner Hammer

We are property owners that share a private driveway coming off of 2600 Prochnow Dripping Springs, TX 78620**. We are writing to you, in coordination with all the other property owners who share the private driveway to formally name it to** Maddalena Lane and Gracewood 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 Maddalena Lane and Gracewood 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

Allen Shannon
allen@platinuranches.com
512-636-3106

Allen Shannon

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Karl Flocke

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the Parks Department to implement a new payment processor, Stripe, through their Checkfront reservation system, and authorize a waiver to the purchasing policy of obtaining three quotes. **HAMMER/FLOCKE/HUNT**

Summary:

Due to the termination notification from GovPay, the Parks Department is requesting to activate a payment processor through their Checkfront Reservation Software, utilizing Stripe. Stripe is the preferred vendor of Checkfront for payment processing services. A waiver to the purchasing policy is being requested to obtain three quotes.

Fiscal Impact:

Amount Requested: None (fee paid by customer)
Line Item Number: N/A

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: A waiver to the purchasing policy is being requested to obtain three quotes.

Auditor's Office:

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

Attachments

Checkfront - Terms
Stripe Account Agreement
Stripe Services Agreement

Checkfront – Payment Processor

- **Managed Terms of Service**
- **Master Terms of Service**
- **Authorized User Terms of Service**

Managed Terms of Service (Last Revised: Nov 24, 2022)

Please review these Managed Terms of Service (the "**Managed Terms**") thoroughly. The Managed Terms apply to your use of a customized managed plan and configuration of the Platform. If you have questions on these Managed Terms, please contact us before you use our Services. The Managed Terms are governed by the master terms of service (the "**Master Terms of Service**") available at https://www.checkfront.com/terms/master.

If you are an Authorized User (as defined in the Master Terms of Service) of the Customer, the terms that apply to you are available at https://www.checkfront.com/terms/authorized-users.

1. **Definitions and how to interpret the Managed Terms**
    1. Capitalized terms used in these Managed Terms that we have not defined here have the meanings given to them in the Master Terms of Service.
    2. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
    3. The headings are intended solely for convenience of reference and will be given no effect in the interpretation or construction of this Agreement.
    4. Wherever the words "include", "includes" or "including" are used, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes", or "including" shall not be considered to set forth an exhaustive list.
2. **Affiliates**
    1. Subject to the Parties entering into an applicable Order, you may permit additional Affiliates, or employees and independent contractors of your Affiliates to become Authorized Users to access and use the Platform and Software Service. Except as otherwise provided in this section, you are responsible for and will be liable to us for the acts and omissions of any of your Authorized Users and your Affiliates and their Authorized Users, as applicable, to the extent that any of those acts or omissions, if performed by you, would be a breach of or result in liability under the Agreement.

2. If your Affiliate wants to access and use your Services and be billed directly by us for its access and use of the Services, that Affiliate may, subject to our approval, enter into an Order directly with us. That Order, as well as the Affiliate's access to and use of Services, will form part of the Agreement and be subject to the terms and conditions of the Agreement. The Affiliate and you will be jointly and severally liable to us for the Affiliate's compliance with the Agreement and the Order.

3. **Use of the Platform and our Services**

    1. API Use. When using the API, you agree to abide by any usage limits for the API that are provided by us from time to time, including any quantities set forth in an Order or any restrictions set out in our documentation regarding access and use of the API. You agree that you will not circumvent or exceed those usage limits. If you have a third party using our API on your behalf, you are responsible for such third-party's compliance with the Master Terms of Service to the same extent as if you were using the API. We have no responsibility for any content obtained through the API or any data transmitted outside of the Platform through the API. It is your responsibility to ensure the proper safeguards are in place when using the API. You must carefully consider whether to give a developer you retain or hire access to your Customer Data and other content through the API as we are not responsible or liable for the actions or work of that developer; you agree that all such third-party developer services will be considered Third-Party Services for the purposes of these Master Terms of Service. If you wish to revoke access to your content through the API, you should change your API key or revoke authorization of the API to your content. Our API Terms of Use, which you agree to, are available here.

    2. Security Standards.

        1. During the Term, we will implement and maintain security practices as described at https://www.checkfront.com/security.

        2. Reports. Upon request but no more than once annually, we will provide you with (1) a copy of our most recent security audit report (which may include summaries of test results or equivalent measures taken to assess the effectiveness of our control environment), or (2) a summary of our most recent penetration testing results.

        3. Disaster Recovery and Business Continuity. We have and will maintain a disaster recovery and business continuity plan regarding the Software Service.

4. Security Breach Notification. We will notify you without undue delay (but in any event within 72 hours of becoming aware) of any unauthorized access to the Software Service that impacts you (a "**Security Breach**"), will promptly take all necessary steps to mitigate the Security Breach, and will provide you with reasonable cooperation in investigating the Security Breach, including, on request and to the extent reasonable and allowed by Privacy Laws, providing you with copies of relevant records, logs, or other materials.

3. Service Level Agreement. If we agree to it in an Order with you, we may enter into a Service Level Agreement ("**SLA**") regarding maintenance of the Platform and API to meet certain operational requirements. Such agreements will be subject to the terms of the SLA. If an SLA is agreed to between the Parties, failure to attain service levels as stated in the Service Level Agreement will not be considered a breach of this Agreement and the award of service level credits under the terms of the SLA is your sole remedy for any resulting downtime or other consequence of the operational requirements stated in the SLA not being met.

4. **Payment Terms**

1. Invoicing. Payment terms shall be indicated in the applicable Order. Except as otherwise specified in an Order or as stated in this Agreement, (i) Fees are based on the Services purchased by you and not actual usage, (ii) Services are non-cancelable and any Fees paid by you are non-refundable except as specifically set forth in the Agreement, and (iii) quantities purchased under an Order cannot be decreased during a relevant Order Term without our prior written consent but may be decreased in a subsequent renewal at the expiration of the then current Order Term. Invoices for Services are due within 30 days of the invoice date.

2. Fee Increases. We may increase the Fees for the Services, such Fees to take effect upon renewal of your Order under section 7 of these Managed Terms . We will provide you with notice of any Fee increases not less than ninety (90) days prior to such renewal.

5. **Confidentiality**

1. "**Confidential Information**" means the terms of this Agreement and all information or material which (i) gives the disclosing Party or a third-party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Party who owns the Confidential Information; or (ii) which is either: (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential and proprietary,

whether or not marked as such, or (C) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary, whether or not marked as such. Notwithstanding the foregoing, Confidential Information will not include information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving Party; (ii) was previously known to the receiving Party or lawfully received by the receiving Party from a third-party, in each case without any condition or obligation of confidentiality attached to it; or (iii) is independently developed by the receiving Party without reference to the Confidential Information of the other Party. Without limiting the foregoing, the Company's Confidential Information includes the Fees and all documentation related to the Platform, API, and Services.

2. The receiving Party shall not use any of the disclosing Party's Confidential Information other than to exercise its rights and perform its obligations under this Agreement and shall not disclose the disclosing Party's Confidential Information to anyone other than the receiving Party's, Affiliates, employees, directors, professional advisors, business partners, suppliers, subprocessors, subcontractors, and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than those contained in this section. The receiving Party shall protect the disclosing Party's Confidential Information from unauthorized use, access, and disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

3. In the event any Confidential Information is required to be disclosed by a receiving Party under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, or by a demand or information request from an executive or administrative agency, securities exchange, listing authority or other governmental authority, or is otherwise required by Applicable Law, the receiving Party requested or required to disclose such Confidential Information will, unless prohibited by the terms of a subpoena, order, demand, or request, (i) promptly notify the disclosing Party of the terms and circumstances surrounding such demand or request, and (ii) consult with the disclosing Party on the advisability of making legal efforts to resist or narrow such demand or request. If disclosure of such Confidential Information is required pursuant to the foregoing and regardless of whether the receiving Party is prohibited from notifying the disclosing Party of a subpoena, order, or demand, the receiving Party will use its reasonable efforts to narrow the scope of disclosure and obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information.

4. As between the Company and the Customer, the Customer's Confidential Information will remain the sole and exclusive property of the Customer, and the Company's Confidential Information will remain the sole and exclusive property of the Company.

5. Each Party acknowledges that a breach of the provisions in this section will cause irreparable harm and damage and hereby agrees that the disclosing Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted under Applicable Laws.

6. This section shall survive the termination of the Agreement for any cause. Promptly after termination of the Agreement, each Party will return and make no further use of the other Party's Confidential Information.

6. **Representations and Warranties**

    1. Corporate Authority. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement, and that any Order is executed by an employee or agent of such Party with all necessary authority to bind such Party to the terms and conditions of this Agreement.

    2. Anti-bribery. Unless otherwise prohibited by Applicable Laws, each Party represents and warrants that it shall, and shall ensure that its Affiliates and any third-party contractors shall, comply with the *Corruption of Foreign Public Officials Act* (Canada) (as it may be amended), and any analogous Applicable Laws existing in any other country or region in any applicable territory, in connection with its performance under this Agreement. Neither Party will make any payment, either directly or indirectly, of money or other assets, including compensation derived from this Agreement, to government or political party officials, officials of international public organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing, that would constitute violation of any Applicable Laws.

    3. No Infringement. The Company represents and warrants that, to the best of its knowledge, the Software Service, and the means used to provide it, do not infringe or misappropriate any patent, copyright, trademark, trade secret or other proprietary right of any third-party or otherwise conflict with the rights of any third-party.

7. **Term**

    1. Term. The initial term of each managed Software Service shall be as specified in the applicable Order. Unless stated otherwise in the Order, each Order will automatically renew for additional one-year periods, unless you give us written

notice of non-renewal at least thirty (30) days before the end of the relevant term. Notice of non-renewal can be sent to contracts@checkfront.com.

2. Term of Professional Services and the SLA. The term of the Services provided under an SLA is stated in the SLA for those Services.

Master Terms of Service (Last Revised: May 2025)

Please review these master terms of service (the "**Master Terms of Service**") thoroughly. If you have questions regarding these Master Terms of Service, please contact us before you use the Services (as defined below).

Wherever used in these Master Terms of Service, "**you**", "**your**", and "**Customer**" means the person or legal entity accessing or using the Services (as defined below). If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, "**you**", "**your**" or "**Customer**" means the company or other legal entity on whose behalf you are using the Services.

By purchasing, accessing, or using the Services (as defined below) you are agreeing to the terms and conditions in the Agreement (as defined below), which means you will be in a legal agreement with Checkfront Inc. and/or its Affiliates (as defined below), as applicable (collectively, the "**Company**", "**we**", "**us**", and "**our**"). **For clarity, you acknowledge and agree that the Services may be provided by Checkfront Inc. and/or its Affiliates, and any Customer Data (as defined below) provided to Checkfront Inc. or its Affiliate by or on behalf of Customer may be shared between Checkfront Inc. and its Affiliates or between two or more Checkfront Inc. Affiliates for the purposes set out in the Agreement.**

1. **Interpretation**

    1. Definitions. In addition to the terms defined elsewhere in the Agreement, the following terms have the following meanings:

        a. "**Additional Users**" means the number of Authorized Users accessing the Software Service exceeding the maximum number specified in the applicable Order.

        b. "**Affiliate**" means, with respect to a legal entity, an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party (but only for as long as such entity meets these requirements). For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

        c. **"Aggregate Data**" means anonymized or aggregated Customer Data and other information relating to the Services and the Platform and your use of them, such that individuals and you are no longer identified, identifiable, or otherwise ascertainable by reference to or with the combination of other datasets.

d. "**Agreement**" means these Master Terms of Service, together with all Orders, SOWs, Documentation and any addenda, schedules, and exhibits (as such are amended, supplemented, or replaced from time to time), and any additional terms referred to herein, as applicable.

e. "**API**" means a set of programming instructions and standards through an application programming interface intended to be used as an interface by software components to communicate with each other.

f. "**App**" means the Checkfront applications made available to you and your Authorized Users for use with the Platform.

g. "**Applicable Laws**" means all applicable laws, treaties, rules, regulations, ordinances, court, or governmental orders, whether international, federal, state, provincial, municipal, or local, to which the applicable Party is subject, including Privacy Laws.

h. "**Authorized User**" means an individual, such as an employee, consultant, or contractor, authorized to use the Services by the Customer in accordance with the terms of the Agreement.

i. "**Beta Service**" means services or functionality within the Platform, which are designated as beta, preview, evaluation, or similar description.

j. "**Claim**" means an action, allegation, cause of action, cease and desist letter, charge, citation, claim, demand, directive, lawsuit, or other litigation or proceeding, or notice.

k. "**Customer Content**" means content provided by the Customer for integration into the Platform for use by the Customer and its Authorized Users, including content related to the Customer's products and services, activity or event bookings, clientele, operations, and other similar content.

l. "**Customer Data**" means any information, data, materials, expressions, or other content posted, provided, entered, or made available: (i) by or on behalf of the Customer or an Authorized User in connection with the Services; or (ii) by the Company, on the Customer's or an Authorized User's behalf, on the Platform for the purpose of the Customer's or an Authorized User's use of the Platform or facilitating such use; but in each case, specifically excluding any Aggregate Data.

m. "**Damages**" means assessments, fines, bona fide settlements, costs, damages, expenses (including reasonable attorneys' and accountants'

fees), judgments, liabilities, losses, or penalties, incurred in connection with a Claim.

n. "**Documentation**" means all manuals, instructions, publications, instructions, video content, diagrams, and similar materials related to the Platform and/or the Professional Services.

o. "**Electronic Communications**" means the communications to or from others, including the Company, that the Software Service allows you to send and receive by electronic means.

p. "**Fees**" means the applicable Platform Fees, fees listed under an applicable Order or SOW, and applicable fees for Beta Services, Additional Users, and Professional Services, and any other fees as set out in the Agreement.

q. "**Intellectual Property Rights**" means any right, title, and interest, throughout the world, in and to any products, services, or technology, including rights arising from copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know-how, authors' rights, moral rights, rights of attribution, any other proprietary rights, and all applications and rights to apply for registration or protection of such rights in any country.

r. "**Order**" means an order placed by the Customer through the Company's website or a signed order form executed by the Company and the Customer (or a Customer Affiliate), as applicable, each of which is incorporated into this Agreement, and specifies the Services to be provided by the Company, the features and functionality included in the Software Services, and the Fees for the foregoing.

s. "**Order Term**" means the period of time to which the Customer will have access to the Services purchased under a specific Order as stated in the Company's confirmation of that Order.

t. "**Parties**" means collectively, the Company and the Customer, and "**Party**" means any one of them.

u. "**Personal Data**" means any information related to an identified or identifiable natural person, and includes information defined as "personal information", "personal data", or a similar term under Privacy Laws.

v. "**Platform**" means the Company's web-based booking manager, booking pages, payment processing, notification tools, and other booking management software that is to be used by the Customer and is hosted

by the Company and its associated App or API. The term "Platform" includes the Documentation and any modifications, enhancements, APIs, integrations, or related applications, including any that are further described in any applicable Order.

w. "**Platform Fee**" regarding self-serve Software Services, means the fees and charges stated on the Company's website (https://www.checkfront.com/plans) or as otherwise stated in the applicable Order, and regarding managed Software Services, means the fees set out in the applicable Order for the customized managed Software Service, in each case for access to the Software Service, including add-ons thereto.

x. "**Privacy Laws**" means, as applicable to the Customer's use of the Services: the *Personal Information Protection and Electronic Documents Act* (Canada) and/or the legislation of a Canadian province, and any successor legislation; United States federal, state and local laws regarding the protection of personal information, including the *Interagency Guidelines Establishing Standards for Safeguarding Customer Information, Gramm-Leach-Bliley Act,* and any successor legislation or guidelines; *EU General Data Protection Regulation (GDPR):* Regulation (EU) 2016/679; and applicable privacy and protection of personal information laws and regulations, in force at the time the Services are performed, or that may be amended from time to time, in each of the countries and jurisdictions in which the Services are provided or to which they relate.

y. "**Professional Services**" means the Company's professional services related to the Software Service, such as account set up, consulting, training, configuration, implementation, safety course creation and content, and other professional services.

z. "**Prohibited Data**" means financial account identifiers (*e.g.,* credit card numbers or bank account numbers), government issued identifiers (*e.g.,* social insurance numbers), health records or any information pertaining to an individual's health, or other types of sensitive or special category data that is subject to specific or elevated data protection requirements under Applicable Laws.

aa. "**Services**" means, as applicable, the Software Service, Professional Services, and any related or additional services connected with the foregoing.

bb. "**Software Service**" means access to the Platform and App, and optional services and features offered by the Company that add additional functionality and features to the Platform that are identified in an Order, to enable the Customer to capture a safety environment and make a digital twin of the space, provide safety procedural instructions and orientation, create safety courses, and develop gamified safety training for its Authorized Users.

cc. "**SOW**" means a statement of work executed by the Parties for Professional Services.

dd. "**Taxes**" means all taxes, levies, duties or similar national, federal, state, provincial, or local governmental assessments of any nature, including value-added, goods and services, sales, use, and withholding taxes that are assessable by any jurisdiction under Applicable Laws.

ee. "**Website**" means https://www.checkfront.com/, including any subdomains, components, content, and all enhancements, updates, versions and modifications thereto.

2. Interpretation. In the Agreement, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine. The headings are intended solely for convenience of reference and will be given no effect in the interpretation or construction of the Agreement. Wherever the words "include", "includes" or "including" are used, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes", or "including" shall not be considered to set forth an exhaustive list.

2. **Additional Terms**

If you are an Authorized User, the terms that apply to you are available at https://www.checkfront.com/terms/authorized-users. If you have subscribed to our soho, pro, or plus Software Services, additional terms apply to your use of the Services, which can be found at https://www.checkfront.com/terms/self-serve. If you have agreed to a customized managed Software Service with us, additional terms apply to your use of the Services, which can be found at https://www.checkfront.com/terms/managed.

3. **Use of the Platform and our Services**

1. Grant of Access and Use. Subject to your compliance with the terms of this Agreement and the limits, quantities, features, and similar terms in the applicable Order, we grant you, during the applicable Order Term, a limited, revocable, non-exclusive, non-transferable (except as permitted under the terms

of the Agreement) right to access and use the Software Service for your own business purposes only.

2. Prohibited Businesses. The Services may not be used for any activities that violate any Applicable Laws or by any businesses or organizations that engage in, encourage, promote, or celebrate unlawful violence or physical harm to persons or property, or for any purposes that are, in our sole determination, unfair, predatory, or deceptive. Additionally, you must not use the Services for the activities listed as restricted businesses, unless you have received our prior written approval.

3. Authorized User Access. Subject to the terms of the Agreement, you have the right to permit the Authorized Users to access and use the Software Service in accordance with the terms of the Agreement.

4. Updates to Platform.

    a. We may make updates and changes to the Platform (including maintenance releases, bug fixes, corrections, and minor modifications) that we make generally available to our other customers, in our sole discretion (collectively, "**Updates**"), available to you for no additional fee; provided that we will not make any Updates that materially decrease the functionality of your use of the Platform during the Term (as defined in Section 13.1).

    b. We may, in our sole discretion, periodically provide or launch new or significantly different add-on enhancements or services that are outside the scope of this Agreement and which have additional fees associated with their use (each, an "**Improvement**"). Such Improvements will not be considered an Update. You are under no obligation to use such Improvements and the use or deployment of such Improvements to your Software Service will be subject to a separate Order.

5. Beta Services. From time to time, we may, at no additional cost (unless expressly agreed by the Parties), make certain Beta Services available to you. If you choose to use such Beta Services, you acknowledge and agree that those Beta Services are intended and made available for evaluation purposes only, are not for production use, are not supported, are provided on an "as is" basis excluding any express or implied representations or warranties of any kind, and may be subject to additional terms. You acknowledge and agree that: (a) Beta Services are not considered the "Software Service" to which you have purchased access; and (b) all restrictions, our reservation of rights, and your obligations concerning the Software Service apply to your use of Beta Services. Your right to use Beta Services will expire on the date that we make a version of the Beta Services

generally available to our customers, provided that if the Beta Services become available as a Software Service under this Agreement, additional terms, conditions, and fees may apply, all as provided for in an Order, as applicable. We may discontinue Beta Services in our sole discretion, and we may never make them generally available. We disclaim any and all liability for any Damages, Claims or other harms arising out of or in connection with Beta Services and our indemnities in this Agreement do not apply to your use of any Beta Services.

6. E-Signature Services. The Software Service may allow you to collect e-signatures on waivers of liability and other documents. You acknowledge and agree that we provide the e-signature functionality solely for you to obtain signatures electronically and for temporary storage of documents according to the storage limits set out in your Order. We do not guarantee or warrant that the e-signature and storage service creates binding or legally-enforceable agreements in any jurisdiction and we have no liability of any kind regarding your use of this feature. You remain solely responsible for ensuring the enforceability and suitability of any document that you or your customers sign through the e-signature feature of the Platform, and for regularly downloading and retaining copies of all such e-signed documents.

7. Future Functionality. You acknowledge and agree that your purchase of the Services is not contingent on the delivery of any future functionality or feature, or dependent on any oral or written public comments made by us regarding future functionalities or features. We may change, remove, or add features and functionality (including Updates) at any time in our sole discretion. We have no obligation to make any feature available in any jurisdiction and may exclude certain features and functionality in certain areas at our discretion.

8. Third-Party Services. The Software Service allows you to access, integrate with, or acquire products, services, websites, links, content, material, and offers from independent third parties ("**Third-Party Services**"). For a list of current Third-Party Services that can be used with the Platform, see our add-ons here. The Third-Party Services may present you with a privacy policy or require you to accept their terms before you can access those Third-Party Services. You should review the third-party terms and privacy policies before acquiring, using, or requesting the Third-Party Service. Any third-party terms do not modify the Agreement. We do not license any intellectual property to you as part of any Third-Party Services. You agree to assume all risk and liability arising from your use of such Third-Party Services and acknowledge that we are not responsible for any issues arising out of your use of them.

9. Usage Limits. When using the Software Services, you agree to abide by any usage limits for the Software Service that are provided to you by us from time to time,

including any quantities set forth in an Order or any restrictions set out in the Documentation regarding access and use of the Platform. You agree that you will not, and will ensure the Authorized Users do not, circumvent or exceed those usage limits.

10. Security Standards. During the Term, we will implement and maintain security practices as described at https://www.checkfront.com/terms/security.

11. Personal Information. To the extent that we process any Customer Data that is protected by Privacy Laws as a processor on your behalf, our Data Processing Addendum ("**DPA**"), which is incorporated into and forms a part of these Master Terms of Service, will apply to that processing. You may request a pre-signed DPA from us by contacting us with your company and account details. Please review our Privacy Policy for more information on how we collect and use personal information in our Software Service. Our Privacy Policy, available here, is incorporated into these Master Terms of Service by reference.

12. Professional Services. When providing Professional Services to you, the following additional terms apply to the Professional Services:

    a. We will provide the Professional Services to you for the term set out in the applicable Order or SOW and will perform the Professional Services in a professional manner in accordance with generally accepted industry standards.

    b. For us to perform the Professional Services, you will: (i) make yourself reasonably available at such times as we may reasonably request; (ii) allocate sufficient resources, perform any tasks, and deliver any materials, including Customer Data, reasonably necessary to enable us to perform the Professional Services; (iii) respond to our inquiries related to the Professional Services; and (iv) provide complete, accurate, and timely information, data, and feedback all as reasonably required by us.

    c. We will use commercially reasonable efforts to provide the Professional Services according to the schedule set forth in the applicable Order or SOW or otherwise communicated to you in writing. However, we may, in our sole discretion, alter the schedule for the Professional Services by giving reasonable notice to you, provided that we will use commercially reasonable efforts to minimize further delays.

    d. You may, from time to time, request changes to the Professional Services (a "**Change**"). If we are able to accommodate your requested Change, we will provide an Order or SOW amendment that includes, among other things, the additional Fees, if any, and other terms that will apply to the

Change, and which will be deemed to amend and modify the original Order or SOW for the Professional Services. If you do not sign the Order or SOW for the Change, the original Order or SOW will continue to apply to the Professional Services, unamended.

e. We may, in our sole discretion, use one or more subcontractors to fulfill our responsibilities in delivering Professional Services, provided that we will be fully responsible to you for the Professional Services, whether performed by our own personnel or by a subcontractor.

f. During the term set out in the applicable Order or SOW, we grant you a limited, worldwide, non-exclusive, non-transferable license, without a right to sublicense, to use any training materials or other Documentation provided to you by us in the course of providing the Professional Services.

4. **App and App Stores or Providers**

1. App Providers. The Software Services may include the App, which you can download through the Apple App Store, Google Play, or any other app store or distribution platform on which we make the App available (collectively, the "**App Provider**"). When you download the App through the App Provider, you acknowledge and agree that: (a) these Master Terms of Service are between you and Company, and not with the App Provider, and that we are responsible for the Services, not the App Provider; (b) the App Provider has no obligation to provide maintenance and support services or handle any warranty claims; (c) the App Provider is not responsible for addressing any claims you or any third-party have relating to the App; and (d) the App Provider is a third-party beneficiary of these Master Terms of Service regarding your use of the App, and the App Provider will have the right to enforce these Master Terms of Service regarding your use of the App.

2. License to the App. Your use of the App is governed by these Master Terms of Service. If you comply with these Master Terms of Service, we grant you the right to install and use one copy of the App per device on a worldwide basis for use by only one person at a time as part of your use of the Software Services. The App is licensed, not sold, and we reserve all rights to the App not expressly granted by us, whether by implication, estoppel, or otherwise.

5. **Payment Processing Services: Using Checkfront Payments**

1. Optional Payment Processing Services. Through an Order, your Software Service may include optional payment processing functionality through either our Checkfront payments feature available in the Platform ("**Checkfront Payments**") or a Third-Party Service (a "**Third-Party Payments Processor**"). For a list of

current Third-Party Payment Processors that can be integrated with the Platform to complete payment processing, see our add-ons here.

2. Checkfront Payments.

    a. After you sign up for Checkfront Payments through an applicable Order, we will create an account (the "**Stripe Account**") with Stripe Inc. or its applicable regional affiliate ("**Stripe**") on your behalf using the account information and other relevant Customer Data you have given to us, and you consent to us doing so. Through your Stripe Account, you will be able to process payments from your own customers through an integration between the Platform and the Stripe Account. If you do not wish to keep your account with Stripe active, it is your responsibility to deactivate it. Additionally, some features that are embedded into Checkfront Payments through integrations ("**Checkfront Payments Integrations**") will have additional terms applicable to your use of those features. For additional terms applicable to the Checkfront Payments Integrations, please click here. The Stripe Account and Checkfront Payments Integrations are Third-Party Services as defined in this Agreement, which means all disclaimers of warranties and liability under these Master Terms of Service and Applicable Laws apply to your use of them. You agree to only use Checkfront Payments with the Software Service. Any use of Checkfront Payments outside of the Software Service without our prior written consent, which we may withhold in our sole discretion, is prohibited.

    b. Use of Checkfront Payments is subject to a percentage fee per transaction (the "**Transaction Fee**") at the rates we post on the Website or agree to with you through your Order regarding Checkfront Payments. We may, but are not obligated to, offer preferential, promotional, or discounted Transaction Fees to Customers for reasons we determine at our discretion.

3. Third-Party Payment Processors. If you choose to integrate a Third-Party Payments Processor with the Platform, you must connect your account (the "**Third-Party Payments Processor Account**" and together with the Checkfront Payments Account as the context requires, a "**Processor Account**") with the Third-Party Payments Processor through the instructions we provide to you and any applicable instructions of the Third-Party Payments Processor.

4. Processor Account as a Third-Party Service. Your Processor Account is a Third-Party Service, which means all disclaimers of warranties and liability regarding your Processor Account under these Master Terms of Service and Applicable Laws apply to your use of the Processor Account. By using your Processor

Account, you are agreeing to be bound by the Checkfront Payments Processor Terms & Conditions or the applicable terms and conditions of the Third-Party Payments Processor (as the context requires, the "**Processor Terms**"), as applicable, as they are made available to you by Checkfront Payments or your selected Third-Party Payments Processor, as they may be amended from time to time. Your continued use of your Processor Account after the amended terms become effective constitutes your agreement to, and acceptance of, the amended Processor Terms.

5. Acknowledgment Regarding Merchant of Account. You acknowledge and agree that we are not the merchant of record for any payment processing activities you do through the Software Service and your Processor Account. By using the Processor Account, you agree that you are the merchant of record for the purposes of payment processing activities through your Processor Account in accordance with the Processor Terms.

6. Consent to use your Customer Data and Other Information. By using the Software Service and the payment processing services through your Processor Account as integrated with the Platform, you agree that we may provide your Customer Data and other information, including an authorization request by your own customer for a payment to you, and to manage your Software Service user settings to enable and manage the integration between the Platform and the Processor Account and related services so that you may process payments as intended by the Software Service and in accordance with the Processor Terms. We will not make instructions regarding any settlement of funds owed to you on your behalf regarding payments from your own customers.

6. **Availability of Services**

1. Availability Not Guaranteed. The Software Service, Third-Party Services, or other services or products offered through the Software Service may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region. We strive to keep the Software Service available for use; however, all online services suffer occasional disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve your Customer Data that you have stored on the Platform. We recommend that you regularly backup your Customer Data that you store on the Platform or that you have connected with Third-Party Services. We are not liable for any loss of any Customer Data resulting from any outage of the Software Service.

2. Standard Support Services. We may provide you with technical support regarding your Software Services. Details of our technical support offerings are provided

here. We reserve the right to change our technical support services or cease to provide support at any time without notice to you. We may refuse support, or charge you for excessive requests, requests not covered by your Order, overly complex configurations, or requests outside of the understanding of our support staff. If included in your Order or otherwise made available to you, you may use our community support forum to post questions and find answers related to the Platform. If you are authorized to use the community support forum, you will use it in accordance with these Master Terms of Service and any additional terms included on the support website.

3. Functionality of Platform. Subject to the limitations set out in these Master Terms of Service, we agree that the Platform will operate in substantial conformity with the features and functionality set forth in the applicable Order.

7. **Authorized Users and Use**

    1. Authorized Users. You will receive access to the Software Service for up to the number of Authorized Users indicated on the applicable Order. You may increase the number of Authorized Users at any time during the Term (as defined in Section 13.1), in accordance with our then-current process, provided that you pay the applicable Fees for Additional Users. To access the Software Service, Authorized Users must accept our terms of use applicable to Authorized Users as provided on the Platform or on the Website, which may be updated by us from time to time. As between the Company and the Customer, any acts or omissions of an Authorized User in connection with that Authorized User's use of the Services is deemed to be an act or omission of the Customer. You are solely responsible for promptly notifying us in writing or through the mechanisms made available in the Platform or by contacting us if an Authorized User is no longer using the Platform. Upon receiving notice that an Authorized User no longer is using the Platform, we will promptly remove such Authorized User's access to the Software Service.

    2. Content. You acknowledge and agree that we are not required and have no obligation under the Agreement to monitor or review any content, message, material, or Customer Data posted on or sent using the Platform by you or any Authorized User. You agree that you are solely responsible for such content and Customer Data. Neither you nor your Authorized Users will post any Customer Data or use the Platform to communicate any content, message, or material that: (a) is abusive, defamatory, libelous, harmful to minors or obscene; (b) infringes the Intellectual Property Rights of any third-party or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any Applicable Laws. While we do not and cannot review all content or Customer Data on the

Platform, and we are not responsible for such content or Customer Data, we may remove, delete, move, or edit content or Customer Data that, in our sole discretion, we deem abusive, defamatory, obscene, violates the Agreement or our terms of use, violates Applicable Laws, including copyright or trademark law, or deem otherwise unacceptable. We will not be liable for any such Customer Data or other content. Without limiting the foregoing, if you, an Authorized User, or any third-party request that we remove any content, or if we receive information that such content may violate Applicable Laws or third-party Intellectual Property Rights, you agree that we have the right (but not the obligation) to remove such content from the Platform.

3. Acceptable Use. Except as otherwise permitted in this Agreement, you shall not, and shall not permit any Authorized Users or third-parties to, directly or indirectly:

    a. copy or attempt to copy, alter, modify, adapt, duplicate, create derivative works from, frame, mirror, publish or republish, download, display, transmit, or distribute all or any portion of the Platform or the software or code contained on the Platform in any form or media or by any means, including by any automated or manual process;

    b. tamper with the security of the Platform, attempt to probe, scan, or test or circumvent the vulnerability of the Platform, breach the security or authentication measures of the Platform without proper authorization, violate the restrictions in any robot exclusion files on the Platform or circumvent other measures employed to prevent or limit access to the Platform, or willfully render any part of the Platform unusable;

    c. actually or attempt to reverse compile, disassemble, reverse engineer, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying structure, ideas, algorithms, or organization) of the Platform, or reduce to human-perceivable form all or any part of the software contained on the Platform;

    d. sublicense, license, sell, resell, rent, share, loan, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Platform or Services available to or for the benefit of any third-party (except as expressly permitted herein) or otherwise use the Services other than in the way intended;

    e. build a product or service using similar ideas, features, functions, or graphics of the Platform, or otherwise copy any ideas, features, functions or graphics of the Platform or Services, or access or use the Platform to build or create a competitive service;

f. permit any unauthorized access to, or use of, the Services;

g. use the Platform or Services to store or transmit any virus, worm, trap door, time bomb, Trojan horse or other harmful or malicious code, file, script, agent, or program designed to permit unauthorized access to, or to erase or otherwise harm software, hardware, systems, or data;

h. distribute, facilitate, enable, or allow access or linking to the Platform or Services in any manner deemed us (in our sole discretion) to be objectionable or harmful to our business, name, or reputation;

i. remove any watermarks, labels or other legal or proprietary notices included in the Platform;

j. use the Platform in a manner that violates any third party's Intellectual Property Rights; or

k. use the Platform to send unsolicited Electronic Communications.

4. Customer Responsibilities. You shall:

a. provide accurate Customer Data to us;

b. provide us with commercially reasonable co-operation regarding the Agreement, including reasonable access to information as may be required by us from time to time to provide the Services;

c. comply with all Applicable Laws regarding the use of the Services;

d. carry out all other responsibilities that you have in the Agreement in a timely and efficient manner. You agree that we may adjust any agreed upon timetable or delivery schedule as reasonably necessary if you do not meet your obligations under the Agreement;

e. ensure that the Authorized Users use the Services in accordance with the terms and conditions of the Agreement, and relay terms applying to Authorized Users to such Authorized Users;

f. ensure that a security program is in place that complies with industry best security standards to protect your network and systems (including secure maintenance of login details and passwords) and, in the event of any unauthorized access to or use of the Software Service, promptly notify us; and

g. be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our network and mitigate all problems, conditions, delays, delivery failures

and all other loss or damage arising from or relating to your network connections or telecommunications links.

5. Marketing. During the Term (as defined in Section 13.1), you agree that we may use your name and logo as a customer who uses the Services. Each of us agrees that during the Term we will collaborate on press releases and other joint communications about your use of the Services. During the Term, we may feature your use of the Services as a marketing case study, provided that the confidentiality obligations in this Agreement are upheld in doing so.

6. Electronic Communications. The Software Service allows you to send and receive Electronic Communications. You will only use the Electronic Communications features in the Software Service in compliance with these Master Terms of Service and the laws of the jurisdiction from which you send messages and in which your messages are received, including any "anti-spam" laws and regulations. You also consent to the receipt of Electronic Communications from us in connection with the Services.

8. **Payment Terms**

1. Billing. By providing us with a payment method, you: (a) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (b) authorize us to charge you for the Services using your payment method; and (c) authorize us to charge you for any paid feature of the Services you choose to sign up for or use while these Master Terms of Service are in force. We may bill you in advance, at the time of purchase, shortly after purchase, or on a recurring basis for subscription Services, each according to the invoicing schedule we present to you at the time you purchase a paid Service or pursuant to an Order or SOW for such Services.

2. Recurring Payments. When you purchase the Services on a subscription basis, you agree that you are authorizing recurring payments and payments will be made to us by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by us. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorizing recurring payments, you are authorizing us to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account, or as charges to your designated account (for credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription Fees are charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, we or our service providers reserve the right to collect any

applicable return item, rejection, or insufficient funds fee, and process any such payment as an Electronic Payment.

3. Ordering Additional Services. You may request Additional Users or additional Services, the specifics of which will be stated in an applicable Order agreed to by both Parties for the Additional Users or additional Services. Your agreement to that Order will be a binding commitment to purchase the Additional Users or additional Services described in the Order.

4. Payment. Payment of Fees due to us may be made by the means provided on the Website, within the Platform, or as otherwise provided by us and may include electronic funds transfer, wire, credit card payment, or any other payment method agreed to by us. Payment by electronic funds transfer, credit card, or wire is considered made when released from your account. Payment by other means, if that payment method is approved by us, will be considered accepted when received by us. You agree to pay interest on any amounts which are not paid by the applicable due date at a rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum rate allowed by Applicable Law (if less), plus all expenses of collection, until fully paid.

5. Taxes. The Company and the Customer are each solely responsible for the Taxes each is liable to pay under Applicable Laws. The Fees and any other amounts paid or payable to the Company under the Agreement do not include and will not be offset by any Taxes paid or payable by the Customer in respect of the Agreement. The Customer is responsible for paying all Taxes associated with: (a) the Customer's purchase of the Services under the Agreement; and (b) its Authorized Users' use of the Platform. If the Company has an obligation under Applicable Laws or the Agreement to pay or collect Taxes for which the Customer is legally liable or responsible under this subsection, then the Company will invoice the Customer for such Taxes, and the Customer will pay that invoiced amount of Taxes to the Company unless the Customer provides the Company with a tax exemption certificate that is valid under Applicable Laws and is authorized by the appropriate taxing authority. Should the Customer remit withholding tax to any governmental authority in respect of Fees or other amounts paid or payable to the Company under this Agreement, then the Customer agrees to timely provide the Company with appropriate documentation evidencing such remittance.

9. **Data and Intellectual Property**

1. Use of Customer Data. We and our agents, subprocessors, and subcontractors agree to only process Customer Data for the following purposes: (a) in accordance with the Agreement and as is necessary to provide the Services; (b) as directed by Authorized Users in their use of the Software Service; and (c) to

comply with other documented reasonable instructions provided by you where such instructions are consistent with the terms of the Agreement. You have sole responsibility for the legality, reliability, integrity, right to use, accuracy, and quality of the Customer Data and for obtaining all necessary licenses, clearances, permissions, and authorizations for use of Customer Data in connection with the Services, including as needed under Privacy Laws for Customer Data to be transferred to and processed by us and our subprocessors. You acknowledge and agree that we may transmit data to subprocessors to facilitate the delivery of Services under the Agreement. We agree to inform those subprocessors of the terms of the Agreement and to make them subject to contractual terms and conditions for the protection of Customer Data similar to those apply to us. Should we determine that any Customer Data (d) is in breach of the Agreement, (e) violates Applicable Law, including Privacy Laws, or (f) the access to or use of the Customer Data in connection with this Agreement would exposure us to civil or criminal liability, then we have the right, but not the obligation, to remove (or request that you remove) such Customer Data from the Services. Additionally, you grant us a non-exclusive, worldwide, royalty-free right to use, host, copy, store, transmit, modify, and display the Customer Data (g) as is necessary to provide the Services, (h) to perform our obligations and exercise our rights under the Agreement, and (c) for purposes of research and developing, creating, and improving the functionality of the Services.

2. Correction to Customer Data. In the event of any loss of integrity or the corruption to Customer Data during the transmission of data, your sole and exclusive remedy is for us to restore the Customer Data from the latest back-up of such Customer Data maintained by us, if any, in accordance with our then-current archiving procedures.

3. Use of Aggregate Data. We and our agents, subprocessors, subcontractors, and third-party service providers are expressly permitted to create and use Aggregate Data to (a) provide, improve, and enhance the Services and the Platform, (b) for development, diagnostic, and corrective purposes, (c) to develop and distribute benchmarking and other relevant metrics for our customers to better understand trends related to their industry, (d) to create, develop, and distribute additional products and services, and (e) for any other lawful business purpose. If Aggregate Data is provided to you, you agree that you bear all liability for, and will indemnify us against any actions related to your usage of the Aggregate Data, including your actual or attempted reversal of anonymization or aggregation processes for purposes of re-associating the data with specific individuals by reference to or with the combination of other datasets in any manner whatsoever.

4. Prohibited Data. Unless otherwise contracted for in an Order or by written agreement between you and us, you agree to not request or upload and to ensure that no Authorized Users upload into the Platform or Services, or otherwise submit or make accessible to us, any Prohibited Data. You agree to notify your Authorized Users of this obligation and to notify us immediately if you become aware that Prohibited Data has been uploaded to the Platform. We have the right, in our sole discretion, to delete any Prohibited Data from the Platform and although we are not required to do so, we will endeavor to provide you with at least ten (10) days' notice prior to exercising this discretion so you can export such Prohibited Data from the Platform. We will not be responsible for any Prohibited Data we receive and we disclaim any liability and Damages arising from Prohibited Data used on the Platform, including liability and Damages for any failure to protect the Prohibited Data.

5. Use of Personal Data. You represent and warrant to us that you have all necessary rights, consents, or permissions under Privacy Laws to share, disclose, control, process, or otherwise use all Personal Data you use in connection with the Services or incorporate into Customer Data. You agree to comply with all Privacy Laws regarding the use of Personal Data in connection with the Services. We will, in providing the Services, comply with our privacy and security policies relating to the privacy and security of the Customer Data, as such policies may be amended, supplemented, or replaced from time to time by us in our sole discretion, and all applicable Privacy Laws.

6. Ownership of the Software Services. Subject to the terms of the Agreement, you and your Authorized Users are permitted to access and use the Platform to use the Software Services, but the Agreement is not otherwise an agreement for the sale or license of any software. No rights or licenses are granted except as expressly stated in the Agreement. As between you and us, we own and retain all right, title, and interest in and to: (a) the Platform and Software Services; (b) any improvements, derivatives, and modifications to the Platform and Software Services; and (c) all Intellectual Property Rights to the foregoing. All rights not expressly granted by us in the Agreement are reserved.

7. Ownership of the Professional Services. Unless otherwise stated in the applicable SOW and subject to the Intellectual Property Rights expressly reserved by us under these Master Terms of Service and the Intellectual Property Rights of third-party licensors, all work product and deliverables created for or delivered to you under an applicable SOW as Professional Services ("**Deliverables**") and all Intellectual Property Rights in the same are owned and held by us; provided, however that we grant you a limited, revocable, non-exclusive, non-sublicensable license to use the Deliverables for your own business use. Nothing in the

Agreement will prevent us from providing services or developing work products and deliverables that are competitive with, or functionally comparable to, the services rendered, and the work product and Deliverables provided to, you under an applicable SOW. We are free to use the general knowledge, skills, experience, ideas, concepts, know-how and techniques that are acquired or used while providing the Professional Services to you, subject to our confidentiality obligations in these Master Terms of Service.

8. Ownership and Use of Feedback. It is our policy not to accept or consider content, information, ideas, suggestions, or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing on our own. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you agree that you give us a royalty-free, irrevocable, transferable right and license to use all reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted, or offered to us in connection with your use of the Services (collectively, "**Submissions**") in whatever manner we desire and for whatever purposes, including to copy, modify, delete, adapt, publish, translate, create derivative works from, sell, profit from, or distribute such Submissions or incorporate such Submissions into any form, medium, or technology (including the Services) throughout the world. We are under no obligation to compensate you in any way for Submissions, to maintain any Submissions in confidence, or to respond to any Submissions. You agree that any Submissions submitted by you to us will not violate the right of any third-party, including any Intellectual Property Rights, and will not cause injury to any person or entity. You further agree that no Submissions submitted by you to us will be or contain libelous or otherwise unlawful, threatening, abusive, or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam".

9. Ownership of Aggregate Data. As between you and us, we own and retain all right, title, and interest in and to Aggregate Data, including all Intellectual Property Rights therein.

10. Ownership of Customer Data. As between you and us, you own all rights, title, and interest in and to Customer Data, including all Intellectual Property Rights therein. You may export your Customer Data from the Platform at any time. Once exported, the exported Customer Data is no longer covered by our security or privacy commitments under these Master Terms of Service.

11. Our Branding. Our trademarks (whether registered or unregistered), trade names, service marks, graphics, and logos (collectively, the "**Marks**") used in

connection with the Services are our property. Other trademarks, trade names, service marks, graphics, and logos used in connection with the Service are the property of their respective owners (collectively "**Third-Party Marks**"). The Marks and Third-Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of us or the applicable owner. We reserve all Intellectual Property Rights in and to our Marks. Subject to the foregoing, we grant you a revocable, non-exclusive, and non-transferable license to use the Marks solely in connection with your use of the Services and for no other purpose. Our Marks must be used in accordance with our brand guidelines and resources, which you can find here.

12. License of Customer Graphics. You grant us a royalty-free, non-exclusive, worldwide, license during the Term (as defined in Section 13.1) to use and display your graphics, service marks, logos and trademarks approved by you on the Platform as required to provide the Services and for the purpose of performing our obligations under the Agreement.

10. **Indemnification**

1. Customer Indemnity. You agree to defend, indemnify, and hold us and each of our officers, directors, employees, agents, and subcontractors harmless from and against any third-party Claims and resulting Damages arising out of or related to: (a) Customer Data, Customer Content, Prohibited Data and your or your Authorized Users' use of Customer Data, Customer Content, and/or Prohibited Data in connection with the Services; (b) your use of any Third-Party Services or breach of any third-party terms and conditions applicable to the Third-Party Services; (c) your and your Authorized Users' use of the Services; (d) your or your Authorized Users' violation of Applicable Laws, including Privacy Laws, in connection with the use of the Services; and (e) your breach of any of your obligations or representations given in the Agreement. Without limiting the generality of the foregoing, you acknowledge and agree that a Claim made by an Authorized User is a third-party Claim.

2. Company Indemnity. Subject to your indemnity obligations stated in the Agreement, we agree to defend, indemnify, and hold you and your Affiliates and your respective officers, directors, employees, agents, and subcontractors harmless from and against any and all third-party Claims and resulting Damages arising from: (a) subject to Section 9.5 below, an allegation that the Platform infringes or misappropriates a third-party's Intellectual Property Rights; and (b) our gross negligence, fraud, or willful misconduct (each, a "**Customer Claim**").

3. Indemnification Procedure. The Party seeking indemnification under this section 10 (the "**Indemnitee**") will provide the other Party (the "**Indemnitor**") with

prompt written notice of any Claim for which indemnity is sought. If the Indemnitor is so notified, the Indemnitor will promptly hire experienced and competent counsel, and will have sole control of the defense and all negotiations for the compromise or settlement of such Claim, and will pay any Damages in respect of such Claim and reimburse the Indemnitee for its reasonable costs and expenses incurred in cooperation with and providing assistance to the Indemnitor; provided, however, that the Indemnitor may not settle any such Claim without the Indemnitee's consent if the proposed settlement would be in the Indemnitee's name or impose pecuniary or other liability or an admission of fault or guilt on the Indemnitee or would require the Indemnitee to be bound by an injunction of any kind.

4. Company Rights. In the defense or settlement of any Customer Claim that alleges that the Platform infringes or misappropriates a third-party's Intellectual Property Rights, we may procure the right for you to continue using the Platform, replace or modify the Platform (so long as such modified Platform is substantially equivalent in functionality and performance) so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement on two (2) business days' notice to you and refund you (without an additional liability or obligation to you) a prorated amount equal to the prepaid but unused Platform Fees for the Software Service for the unexpired portion of the Term (as defined in Section 13.1). This section states your sole and exclusive rights and remedies, and our (including our officers', directors' employees', agents', and subcontractors') entire obligations and liability for infringement of any Intellectual Property Rights.

5. Exclusions. In no event will we or our officers, directors, employees, agents, or subcontractors be liable to you under this section 10 to the extent that the alleged infringement is based on:

    a. a modification of the Platform by you or anyone on your behalf (including a modification made by an Authorized User or by us at your direction) to the extent such Claim would not have occurred absent such modification;

    b. use of the Platform in a manner contrary to the instructions given by us or in contravention of the terms of the Agreement;

    c. use of the Platform in combination with other products, software, or data not supplied by us; or

    d. use of the Platform after notice of the alleged or actual infringement from us or any appropriate authority or third party.

6. General. Indemnification by either Party under the Agreement may be reduced to the extent of loss actually proven as directly attributable to the breach of the Agreement, gross negligence, or willful misconduct of the other Party.

11. **LIMITATION OF LIABILITY**

1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING FOR LOSS OF BUSINESS INFORMATION, LOSS GOODWILL, LOSS OF PROFITS, LOSS OF DATA, LOSS OF SALES OR REVENUE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER PECURNIARY LOSS, ARISING FROM OR RELATING TO THE AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF CIRCUMSTANCES ARISE WHERE CUSTOMER IS ENTITLED TO RECOVER DAMAGES RELATING TO THE AGREEMENT, THE AGGREGATE LIABILITY OF COMPANY, IF ANY, WILL IN NO EVENT EXCEED THE LESSER OF: (A) THE VALUE OF THE FEES PAID BY CUSTOMER TO COMPANY UNDER THE AGREEMENT IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES; AND (B) $100,000.

2. Essential Purpose. THE ESSENTIAL PURPOSE OF THIS SECTION 11 IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THE AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF THE COMPANY WERE TO ASSUME ANY FURTHER LIABILITY. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS. FOR CLARITY, NOTHING IN THE AGREEMENT WILL OPERATE TO EXCLUDE OR RESTRICT ANY LIABILITY OF A PARTY FOR ANY MATTER FOR WHICH IT IS NOT PERMITTED BY APPLICABLE LAW TO EXCLUDE OR LIMIT, OR TO ATTEMPT TO EXCLUDE OR LIMIT, ITS LIABILITY.

12. **Disclaimer**

EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION AND STATED EXPRESSLY ELSEWHERE IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE PLATFORM, SERVICES, ANY CONTENT MADE AVAILABLE BY THE COMPANY ON THE PLATFORM, BETA SERVICES, DOCUMENTATION AND ALL OTHER SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. THE COMPANY SPECIFICALLY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF

PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT: (A) THE OPERATION OF THE PLATFORM OR SOFTWARE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) ANY ERRORS IN THE PLATFORM OR SOFTWARE SERVICE CAN OR WILL BE CORRECTED; OR (C) THE PLATFORM OR SOFTWARE SERVICE OR THE FUNCTIONS CONTAINED THEREIN, OR ANY RESULTS OF THE USE THEREOF, WILL MEET THE CUSTOMER'S REQUIREMENTS, INCLUDING FOR RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS. THE COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, DELIVERY OR SERVICE FAILURE, OR ANY OTHER PROBLEMS OR DAMAGES ARISING FROM THE CUSTOMER'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE WARRANTIES CONTAINED IN THE AGREEMENT ARE SOLELY FOR THE BENEFIT OF THE CUSTOMER AND NO OTHER THIRD-PARTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATION AND WILL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER IN RELATION TO:

a. THE CONTENT OR USE OF, OR CORRESPONDENCE, AGREEMENTS OR TRANSACTIONS WITH, ANY THIRD-PARTY SERVICES. YOU MUST COMPLY WITH ALL AGREEMENTS AND OTHER LEGAL REQUIREMENTS THAT APPLY TO THIRD-PARTY SERVICES.

b. THE UNAUTHORIZED ACCESS TO OR USE OF THE SOFTWARE SERVICES OR CUSTOMER DATA OR INFORMATION CONTAINED THEREIN, EXCEPT TO THE EXTENT THAT THE COMPANY'S BREACH OF ITS SECURITY STANDARDS EXPRESSLY STATED IN THE AGREEMENT RESULTS IN THE UNAUTHORIZED ACCESS.

c. THE USE OF CUSTOMER DATA OR CUSTOMER CONTENT BY THE CUSTOMER OR ITS AUTHORIZED USERS.

13. **Term**

1. Term of Agreement. The Agreement starts as of the effective date of the first Order or SOW and will continue until all applicable Orders and/or SOWs have expired or terminated according to their terms, or until the Agreement has been terminated according to its terms (the "**Term**").

2. Order and SOW Terms. Each Order and SOW shall come into force and effect on the effective date specified therein and continue until the earlier of: (a) the expiration or termination of the applicable Order or SOW; and (b) the expiration or termination of the Agreement for any reason.

3. Suspension. In the event of any breach or threatened breach of the Agreement by you or any Authorized User, which includes any failure to pay Fees when due, without limiting any of our other rights and remedies, we may suspend your and

your Authorized Users' access to the Software Service and/or suspend our provision of any other Services to you. You will continue to be charged Fees during any period of suspension for a breach of the Agreement.

4. Termination on Certain Events. A Party may immediately terminate the Agreement or any applicable Order or SOW on the occurrence of any of the following:

    a. If the other Party materially breaches the Agreement, and such breach is incapable of cure, upon written notice to the breaching Party, or with respect to a material breach capable of cure, subject to any provisions of the Agreement giving an immediate right of termination, upon written notice to the breaching Party if the breaching Party does not cure the breach within thirty (30) days after its receipt of written notice of the breach.

    b. Immediately by written notice to the other upon the other Party commencing or being subject to a reorganization, winding up, insolvency, or bankruptcy proceedings under any national, federal, state or provincial statute, including the *Companies' Creditors' Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Canada Business Corporations Act* ("**CBCA**") or any of the provincial equivalents to the CBCA, or the *Winding-Up and Restructuring Act* (Canada), or ceases to operate in the ordinary course of business. If the Agreement is terminated by the Customer in accordance with this subsection, the Company will refund the Customer a pro rata portion of any prepaid but unused Fees covering the remainder of the Term after the effective date of termination. If the Agreement is terminated by the Company in accordance with this subsection, the Customer will pay any unpaid Fees covering the remainder of the Term of all Orders and SOWs. In no event will termination relieve the Customer of its obligation to pay any Fees payable to the Company for the period prior to the effective date of termination.

5. Effect of Termination (Agreement). Immediately in the event of any termination of the Agreement or expiration of the Term:

    a. Subject to any rights provided for in an Order or SOW that survive termination, all Orders or SOWs then in-effect will immediately terminate, and we will cease all Services on the effective date of termination or expiration of the Term, and any right you have to access the Software Service under the Agreement will immediately terminate; and

b. We may erase or otherwise destroy the Customer Data (or any portion thereof) unless we receive, no later than ten (10) days after the effective date of termination or expiration of the Term, written notice from you requesting the most recent extraction of the Customer Data. Within thirty (30) days of receiving such notice, we will provide you with a copy of your Customer Data in a format reasonably requested by you and commercially practical for us to provide; however, the foregoing does not apply to copies of Customer Data made as a matter of routine information technology backup that we must or choose to store in accordance with our record retention policy or as required by Applicable Laws (including for tax and audit purposes), with such Customer Data being subject to the confidentiality and security provisions set forth in the Agreement for so long as it is retained.

6. Effect of Termination (Order or SOW). In the event of any termination or expiration of an Order or SOW, we will cease providing the applicable terminated or expired Services subject to the Order or SOW upon the effective date of termination or expiration of that Order or SOW.

7. Fees. Termination will not relieve you of your obligation to pay all undisputed charges accrued and payable before the effective date of termination.

14. **Miscellaneous Terms**

1. Export Controls. You will not use or access the Services if you are located in any jurisdiction in which the provision of the Services is prohibited under Canadian, United States, or other laws (each, a "**Prohibited Jurisdiction**") and you will not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. You confirm that: (a) you are not named on any Canadian or United States government list of persons or entities prohibited from transaction with any Canadian or United States person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you will not access or use the Services in violation of any Canadian, United States, or other export embargoes, prohibitions or restrictions; and (d) you will comply with all Applicable Laws regarding the transmission of data exported from the country in which you are located to Canada and the United States.

2. Assignment. This Agreement shall be binding upon and enure to the benefit of each Party and their respective successors and permitted assigns. The Company may assign the Agreement without your consent. You may not assign the Agreement, or any of your rights or obligations thereunder, in whole or in part, without the Company's prior written consent.

3. Entire Agreement. The Agreement constitutes the entire agreement and understanding between the Parties regarding the Services and supersedes all prior or contemporaneous communications, agreements, and understandings of any kind, whether oral or written), related to the subject matter of the Agreement. Each Party confirms that it has not relied upon any statement, representation or understanding that is not an express term of the Agreement.

4. Modifications. We may amend these Master Terms of Service at any time, without any notice or liability to you or any other person, by posting revised Master Terms of Service on the Platform or the Website and the updated Master Terms of Service will be effective as of the date of such posting. Your continued access to and/or use of the Services after any such change signifies your acceptance of, and agreement to be bound by, the revised Master Terms of Service. If you do not agree to the revised Master Terms of Service, you must not continue to use the Services. Where an amendment or update to these Master Terms of Service or a hyperlinked document adds significant additional obligations on you, materially reduces your rights or materially reduces our obligations, you have the right, exercisable no later than 30 days after such change has been implemented, as your sole remedy, to terminate the Agreement or any Order and/or SOW by notice to us and we will refund any Fees previously paid but unused that you have paid to us regarding the then-remaining portion of any prepaid Order Term or work not yet performed under an applicable Order or SOW. If there is any conflict or inconsistency between the terms, covenants, or conditions in these Master Terms of Service and any Order or SOW, the terms, covenants, and conditions contained in these Master Terms of Service control unless otherwise expressly stated in the applicable Order or SOW that it supersedes specified provisions in these Master Terms of Service.

5. Force Majeure. Except for payment obligations, neither Party will be liable to the other Party for any delay or failure in performance (other than the payments due under the Agreement) arising out of a cause beyond its control and without its fault or negligence. Such causes may include fires, floods, earthquakes, strikes, unavailability of necessary utilities or internet service providers, blackouts, pandemics, acts of God, acts of declared or undeclared war, acts of legislative bodies or regulatory agencies, or national disasters.

6. Governing Law and Forum. Any Claim, controversy, or dispute arising under or related to the Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to the conflict of law principles thereof. The Parties will initiate any lawsuits in connection with the Agreement in Victoria, British Columbia, Canada, and irrevocably attorn to the exclusive

personal jurisdiction and venue of the courts sitting therein. The Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

7. Legal Fees. If any legal action is necessary to enforce the terms of the Agreement, we are entitled to recover our reasonable legal fees and costs from you.

8. Independent Contractor. The Parties are independent contractors. Nothing in the Agreement will be construed to create a joint venture, partnership, or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

9. Notices. All notices and communications given under the Agreement will be in writing and will be given by certified mail return receipt requested or by overnight courier to the address stated in the applicable Order or SOW, or delivered electronically by email to the email address stated in the applicable Order or SOW, each as updated by a Party from time to time in accordance with this section.

10. Severability and Waiver. If any provision of the Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of the Agreement will not be affected thereby and will be binding upon the Parties and will be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in the Agreement. The failure of either Party to insist upon strict performance of any provision in the Agreement will in no way constitute a waiver of its rights, at law or in equity, or a waiver of any other provisions of the Agreement or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions in the Agreement.

11. Survival. All sections of the Agreement that by their nature should survive or are expressly stated to survive, shall survive termination (or expiration) of the Agreement.

12. English and French Language. The Parties acknowledge that a French version of these Master Terms of Service was made available, but they have chosen to proceed with the English version. The Parties confirm that it is their wish that these Master Terms of Service, as well as all other documents relating to these Master Terms of Service, including notices, be drawn up in English only. *Les Parties reconnaissent qu'une version française des présentes Conditions Générales de Service a été mise à disposition, mais elles ont choisi de procéder avec la version anglaise. Les Parties confirment qu'elles souhaitent que les présentes Conditions générales de service, ainsi que tous les autres documents*

relatifs aux présentes Conditions générales de service, y compris les notifications, soient rédigés uniquement en anglais.

Terms of Use for Authorized Users (Last Revised: Oct 11, 2022)

Checkfront Inc. and our Affiliates or subsidiaries, as applicable ("**we**", "**us**", "**our**", and similar expressions), are granting you access to the Platform (as defined below) on behalf of our Customer (as defined below) to use the Platform for the Customer's business purposes. This means you are an Authorized User as that term is defined in the Master of Service applicable to the Customer, which can be found by clicking here (the "**Master Terms of Service**").

Please read these Terms of Use for Authorized Users (the "**Authorized User Terms** ") carefully. By using the Platform and accessing an Account (as defined below), you are agreeing to these Authorized User Terms.

Interpretation

1. In these Authorized User Terms, the following defined terms have the meanings below:
    1. "**Affiliates**" are companies or entities that are owned by another company or entity or that have the same owner or corporate parent.
    2. "**Authorized User**" has the meaning given in the Master Terms of Service.
    3. "**Customer**" means our customer to which we have granted access to the Platform under the agreements made in the Master Terms of Service, and is the same legal entity that has granted you access to the Platform as an Authorized User.
    4. "**Platform**" means the Company's web-based bookings, real-time calendar availability,
    payment processing, and instant email confirmations software that is to be used by the Customer and is hosted by the Company and its associated App or API. The term "Platform" includes the Documentation and any modifications, enhancements, APIs, integrations, or related applications, including any that are further described in any applicable Order.
2. For purposes of these Authorized User Terms: (a) the words "include", "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to the Authorized User Terms as a whole; and (d) whenever the singular is used, the same will include the plural, and, whenever the plural is used, the same will include the singular, where appropriate. The definitions given for any defined terms will apply equally to both the singular and plural forms of the terms defined.
3. The headers and any sidebar text are provided only to make these Authorized User Terms easier to read and understand. The fact that we wrote these Authorized User Terms will not affect the way our agreement with you is interpreted.

Access to the Platform and Accounts

1. To access and use the Platform, you must register for an account with us through the registration process available in the Platform, on our website, through our authorized support personnel, or the other means of creating an account we provide to you (an "**Account**"). To create an Account, you may need to provide your full legal name, current address, phone number, a valid email address, and any other information we require. We may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.
2. You must be the older of 18 years or the age of majority in the jurisdiction where you reside and from which you use the Platform to open an Account.
3. You may not sign up for, or have any access to, an Account if doing so would violate any applicable laws or regulations of Canada or the laws and regulations of any jurisdiction applicable to you.
4. You shall not open or maintain more than one Account at any one time for the same Customer nor may you share your Account with any other person.
5. By signing up for an Account, you represent and warrant that you meet the conditions for having an Account with us and acknowledge that we are relying on this representation and warranty.
6. You acknowledge that we will use the email address you provide when you open an Account or as updated by you from time to time as the primary method for communication with you regarding your Account and use of the Platform. We may also contact you through the communication methods provided within the Platform.
7. You are responsible for keeping your Account secure. We cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account, including any password or single sign-on integration you use to access your Account.
8. If the Customer advises us that you are no longer an Authorized User, we may terminate the Account. Once your Account is terminated, you acknowledge and agree that we may permanently delete your Account and all the data associated with it. You agree to not use your Account or to access the Platform once the Customer revokes your status as an Authorized User.
9. Technical support regarding the Platform is only provided to Authorized Users and other authorized Customer representatives through the support tools and contact methods provided through the Platform or otherwise made available by us.

Access to the Platform is subject to these Authorized User Terms and other Terms and Conditions

1. You acknowledge and agree that your Account is meant only for use by you as an Authorized User of the Customer and for no other purpose, and your use of the Account is subject to these Authorized User Terms and the Master Terms of Service. You agree to use the Platform in accordance with the Master Terms of Service. Additionally, your use of the Platform is subject to our Privacy Policy and any of our other applicable terms, conditions, or policies we present to you from time to time. You must read, agree with, and accept all of the terms and conditions contained or referenced in these Authorized User Terms.
2. You can review the current version of the Authorized User Terms and any additional applicable terms at any time at our website or within the Platform. You acknowledge and agree that we may amend the Authorized User Terms at any time by posting an updated version of the applicable terms on our website or within the Platform. All such amendments to the Authorized User Terms are effective as of the date of posting. Your continued use of your Account and the Platform after the amended Authorized User Terms are posted means you have agreed to the changes. If you do not agree to any changes to the Authorized User Terms, do not continue to use your Account or the Platform.
3. A breach or violation of any term in the Authorized User Terms or additional terms referenced in them, as determined in our sole discretion, may result in an immediate termination of your access to the Platform and your Account.

Privacy, Content, and Data

1. Your privacy is important to us. Please read our Privacy Policy as it describes the types of data we collect from you and your devices ("**Data**"), how we use your Data, and the legal bases we have to process your Data.
2. All content, including photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted, or exhibited on or in connection with your Account or your use of the Platform ("**User Materials**") are "Customer Data" under the Master Terms of Service, which means User Materials are owned by the Customer in accordance with the Customer Terms of Service and are otherwise subject to the terms of the Customer Terms of Service.

General Rules and Abuse

1. You may not use the Platform or your Account for any illegal or unauthorized purpose nor may you, in the use of the Platform, violate any laws in your jurisdiction, or the federal and provincial laws of Canada generally. You will comply with all applicable laws (including privacy laws), rules, and regulations in your use of the Platform.

2. You may not use the Platform or your Account to promote or incite harm toward others or in a way that promotes hateful, discriminatory, illegal, or harassing content. We may suspend or terminate your Account if, in our sole opinion, you are using the Platform in a way that, directly or indirectly, violates this section.
3. You agree to not reproduce, reverse engineer, decompile, hack, disable, interfere with, modify, duplicate, copy, sell, resell, translate, or exploit any portion of the Platform without our express written permission.
4. You agree to not upload to, or transmit from, the Platform or your Account any content (including User Materials) that contains or redirects to a virus, Trojan horse, worm, or other harmful component.
5. You agree to not access or use the Platform or your Account to build or create a competitive service or to build a product or service using similar ideas, features, functions, or graphics of the Platform, or otherwise copy any ideas, features, functions, or graphics of the Platform.
6. You agree to not permit any unauthorized access to, or use of, the Platform or your Account and, in the event of any such unauthorized access or use, to promptly notify us.
7. You agree to not create an undue burden on the Platform in a manner that poses or has the potential to pose significant harm to the Company's other customers or internal systems.
8. You agree to not send or store false, infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights, through the Platform.
9. The Platform may allow you to send or receive certain communications to others by electronic means ("**Electronic Communications**"). You will only use the Electronic Communications features in the Platform in compliance with the Customer Terms of Service and these Authorized User Terms and the laws of the jurisdiction from which you send messages and in which your messages are received, including any "anti-spam" laws and regulations.

Feedback

1. It is our policy not to accept or consider content, information, ideas, suggestions, or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing on our own. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you agree that you give us a royalty-free, irrevocable, transferable right, and license to use all reviews, comments, feedback,

suggestions, ideas, and other submissions disclosed, submitted, or offered to us in connection with your use of the Platform (collectively, "**Submissions**") in however manner we desire and for whatever purpose, including without limitation, to copy, modify, delete, adapt, publish, translate, create derivative works from, sell, profit from, or distribute such Submissions or incorporate such Submissions into any form, medium, or technology (including the Platform) throughout the world.

2. We are under no obligation to compensate you in any way for Submissions, to maintain any Submissions in confidence, or to respond to any Submissions. You agree that any Submissions submitted by you to us will not violate the right of any third-party, including without limitation, copyright, trademark, privacy, or other personal or proprietary rights, and will not cause injury to any person or entity. You further agree that no Submissions submitted by you to us will be or contain libelous or otherwise unlawful, threatening, abusive, or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam".

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT (I) YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF THE PLATFORM AND YOUR ACCOUNT, (II) WE AND, AS APPLICABLE, OUR PARENT COMPANY, SUBSIDIARIES, AFFILIATES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY ARE BASED ON NEGLIGENCE OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, AND (III) IN ANY CALENDAR MONTH, OUR TOTAL LIABILITY TO YOU ARISING UNDER OR IN CONNECTION WITH THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL BE NO MORE THAN $100. FOR THE AVOIDANCE OF DOUBT, IN NO INSTANCE WILL WE AND, AS APPLICABLE, OUR PARENT COMPANY, SUBSIDIARIES, AFFILIATES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AND SUPPLIERS BE LIABLE FOR ANY LOSSES OR DAMAGES YOU SUFFER IF YOU USE THE PLATFORM OR YOUR ACCOUNT IN VIOLATION OF THESE AUTHORIZED USER TERMS, REGARDLESS OF WHETHER WE TERMINATE OR SUSPEND YOUR ACCOUNT DUE TO SUCH VIOLATION.

Stripe Connected Account Agreement

For informational purposes only, we have translated the Stripe Connected Account Agreement into selected languages.

Read more about the changes made November 18, 2025.

Last modified: November 18, 2025

This Stripe Connected Account Agreement ("**Connected Account Agreement**") governs Connected Accounts' use of Stripe Connect Services, and describes how Connected Accounts and their third-party platform provider(s) may use the Stripe Connect Services. This Connected Account Agreement forms a legal agreement between you or the entity you represent ("**User**") and the applicable Stripe entity specified in Section 12 (Definitions) of the Stripe Services Agreement ("**Stripe**"). This Connected Account Agreement governs User's rights and obligations when User's Stripe Account is enrolled with a third-party platform provider using Stripe Connect Services ("**Stripe Connect Platform**"). The Stripe Services Agreement is incorporated into this Connected Account Agreement by this reference. Capitalized terms that are not defined in this Connected Account Agreement have the same meanings given to them in the Stripe Services Agreement. To the extent that there is a conflict between the Stripe Services Agreement and this Connected Account Agreement related to User's use of the Stripe Connect Services, this Connected Account Agreement will prevail.

1. User's Stripe Account.

Stripe Connect Platforms can help User use the Services. A Stripe Connect Platform may help User to create User's Stripe Account, or enroll User's existing Stripe Account with the Stripe Connect Platform. A Stripe Connect Platform may conduct Activity on User's behalf and act as a data controller to instruct Stripe to process User Data (as defined below), as long as it does so according to User's Platform Provider Agreement. Activity may be submitted, initiated or performed through the Stripe Dashboard or through the Stripe API, and this includes the communication of information about Transactions (if applicable), as well as other features as described in the Documentation. A Stripe Connect Platform may restrict User's ability to (a) terminate the Stripe Connect Platform's access to User's Stripe Account; and (b) view, access or activate certain Services. User should read User's Platform Provider Agreement carefully to understand the nature of the Platform Services and the Activity that a Stripe Connect Platform may conduct on User's behalf. Stripe is not a Stripe Connect Platform, and only provides the Services described in this Connected Account Agreement and the Stripe Services Agreement.

2. User's Responsibilities.

User must ensure that all information User provides to Stripe directly or through a Stripe Connect Platform is accurate and complete. User is solely responsible for, and Stripe disclaims all liability for, the provision of goods and services sold to User's Customers as part of User's use of the Services, and any obligations User may owe to User's Customers.

3. Stripe Dashboard.

Depending on how the Stripe Connect Platform has implemented the Stripe Connect Services, User may be able to directly manage User's Stripe Account through the Stripe Dashboard. If User is able to access the Stripe Dashboard, User is responsible for all actions taken on User's Stripe Account through the Stripe Dashboard. If User does not have access to the Stripe Dashboard, User must contact the Stripe Connect Platform if User needs support or have any questions relating to the Services, this Connected Account Agreement or the Stripe Services Agreement.

4. Relationship to Stripe Connect Platforms.

4.1 User Data.

(a) *User Instructions*. User instructs Stripe to (a) share any data it collects relating to User, and to Activity on User's Stripe Account ("**User Data**") with User's Stripe Connect Platforms as necessary to provide User with the Stripe Connect Services and the Platform Services; and (b) process User Data as described in this Connected Account Agreement and Stripe's Privacy Policy. User Data includes:

(i) User's Personal Data, and the Personal Data of User's Representatives, employees, contractors and agents;

(ii) User's Customers' Personal Data;

(iii) data regarding Activity on any Stripe Account User has enrolled with a Stripe Connect Platform;

(iv) data regarding Transactions; and

(v) outputs of Stripe's fraud and risk models.

(b) *Data Sharing.* User acknowledges that Stripe Connect Platforms may share User Data with Stripe.

(c) *Notices and Consents*. User must provide all notices and obtain all rights and consents necessary to enable Stripe to lawfully collect, use, retain and disclose that Personal Data as described in this Connected Account Agreement, the Stripe Services Agreement and Stripe's Privacy Policy, to the extent User provides Personal Data to Stripe or instructs Stripe to collect Personal Data.

4.2 Pricing and Fees.

Stripe's standard Fees for the Services are posted on the Stripe Pricing Page; but Stripe may have agreed to Fees with a Stripe Connect Platform that are different from these Fees. Stripe's Fees will either be disclosed to User separately or will be consolidated with the fees for the Platform Services. Stripe does not control and is not responsible for fees imposed by a Stripe Connect Platform, which should be made clear to User in User's Platform Provider Agreement. At the Stripe Connect Platform's request, Stripe may deduct from User's Stripe Account balance both Stripe's Fees and the fees for Platform Services the Stripe Connect Platform specifies to Stripe.

5. Disclaimer; Limitations on Stripe's Liability.

Stripe is not responsible for, and disclaims all liability arising from or relating to:

(a) any Stripe Connect Platform's acts or omissions in providing services to User or User's customers, or for any Stripe Connect Platform's failure to comply with the terms of User's Platform Provider Agreement;

(b) User's obligations to User's Customers (including to properly describe and deliver the goods or services being sold to User's Customers); or

(c) User's compliance with Laws and obligations related to User's provision of goods or services to User's Customers, including any obligation to provide customer service, notify and handle refunds or consumer complaints, provide receipts, register User's legal entity, and other actions not related to the Services.

This section is in addition to, and does not limit, the provisions of the Stripe Services Agreement that disclaim or limit Stripe's liability.

6. Other General Legal Terms.

6.1 Term, Termination, and the Effects of Termination.

(a) *Term and Termination*. The term of this Connected Account Agreement begins when User enrolls User's Stripe Account with a Stripe Connect Platform and continues until User or Stripe terminate this Connected Account Agreement under this Section. User may terminate this Connected Account Agreement by (i) closing User's Stripe Account or (ii) disconnecting User's Stripe Account from all Stripe Connect Platforms. If after termination User registers User's Stripe Account with a Stripe Connect Platform again, this Agreement will apply starting on the date on which User registers User's Stripe Account with a Stripe Connect Platform again. Stripe may terminate this Connected Account Agreement at any time for any reason by notifying User.

(b) *Effects of Termination*. Terminating this Connected Account Agreement will not immediately terminate the Stripe Services Agreement. Stripe and User may only terminate the Stripe Services Agreement according to its terms. This Connected Account Agreement will automatically terminate if the Stripe Services Agreement terminates.

6.2 Stripe Services Agreement - Version.

The Stripe Services Agreement version incorporated into this Connected Account Agreement is the version that applies to User's Stripe Account Country.

7. Non-applicability.

Stripe Connect Platforms may also use Stripe Connect to direct Stripe to send funds to Connected Accounts outside of Stripe Payments Services. These fund transfers are not associated with payments a Stripe Connect Platform collects on User's behalf using the Stripe services. If User receives funds of this kind, User is not using the Stripe services, and this Connected

Account Agreement does not apply to User. Also, User must contact the Stripe Connect Platform, not Stripe, with any questions User has about the status of these funds.

8. Key Definitions.

The following terms are defined in the Stripe Services Agreement, but are repeated below for User's convenience (User is a Platform User and Connected Account as the Stripe Services Agreement defines those terms):

"**Activity"** means any action taken on or related to a Connected Account that a Stripe Connect Platform or a Connected Account initiates, submits or performs, either through the Stripe Technology or through the Stripe Connect Services, including communication regarding the Services relating to that Connected Account.

"**Platform Services**" means the products and services that Platform Users receive from a Stripe Connect Platform, regardless of whether fees are charged (e.g., web development, customer support or hosting services).

"**Platform Provider Agreement**" means, as to each Connected Account, collectively, the agreements that a Stripe Connect Platform has with that Connected Account.

Stripe Services Agreement—General Terms

The Stripe Services Agreement governs the use of Stripe by our business users. It is divided into General Terms, which apply to every user, and product-specific Service Terms, which only apply based on the specific services you use.

Read more about the Stripe Services Agreement and its structure in our Overview & FAQs.

For informational purposes only, we have translated the Stripe Services Agreement into selected languages.

Read more about the changes made September 28, 2026.

The Stripe Services Agreement (the "**Agreement**") is an agreement between you or the entity you represent ("**User**") and the applicable Stripe entity specified in Section 12 (Definitions) ("**Stripe**") and governs User's access to and use of the Services and Stripe Technology. The Agreement consists of the General Terms, which contain the terms that apply to all Services and Stripe Technology, all Service Terms, which apply to User's use of specific Services and Stripe Technology, and any other terms incorporated into the Agreement. Capitalized terms are defined in Section 12 (Definitions), Service Terms, and inline. The Regional Terms in Section 13 (Regional Terms) apply based on User's Stripe Account Country.

This Agreement is effective when User first accesses or uses the Services or Stripe Technology (the "**Effective Date**") and continues until User or Stripe terminates it under Section 10.1 (Suspension and Termination) or other provision allowing for termination (the "**Term").**

If you are accepting the Agreement on behalf of User, you represent that you have full authority to legally bind User to this Agreement. If User is a sole proprietor, both User and Representative agree to be bound by the terms of the Agreement.

Disputes between User and Stripe are subject to a class action waiver and will be resolved by individual binding arbitration, except as stated otherwise in this Agreement. Please read the arbitration provision in Section 11.4 (Dispute Resolution; Agreement to Arbitrate) as it affects User's rights under this Agreement.

General Terms

Last modified: September 28, 2026

1. Services.

1.1 Services.

Stripe (and its Affiliates, as applicable) will make the Services available to User, and if applicable, give User access to a Stripe Dashboard. Stripe may enable certain Services or features on User's behalf which User may disable by contacting Stripe, or, where available, opting out within the Stripe Dashboard or API. User must use the Services solely for User's Business Purposes and in compliance with the Documentation.

1.2 Restrictions.

(a) *General Restrictions*. User must not, and must not enable or allow any third party to:

(i) use the Services for personal, family, or household purposes;

(ii) circumvent any technical limitations of the Services or enable functionality that is disabled or prohibited, or access or attempt to access non-public Stripe systems or data;

(iii) use the Services to engage in any activity that is fraudulent, deceptive, exploitative, or harmful;

(iv) perform or attempt to perform any action that interferes with the operation of the Services or affects other Stripe users' use of Stripe services;

(v) rent, lease, or otherwise transfer User's rights granted under Section 1.1 (Services) to a third party;

(vi) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services, Documentation, or the Stripe Website except as Law permits;

(vii) attempt to create a Stripe Account on behalf of or for the benefit of a user whose use of the Stripe services was suspended or terminated by Stripe, unless Stripe approves otherwise;

(viii) act as service bureau or pass-through agent for the Services with no added value to Customers; or

(ix) use the Services to conduct a Prohibited or Restricted Business, transact with any Prohibited or Restricted Business, or enable any individual or entity (including User) to operate or benefit from any Prohibited or Restricted Business, unless Stripe has pre-approved the respective Prohibited or Restricted Business in writing.

(b) *Age Restrictions.* Only people 13 years of age or older may open a Stripe Account and use the Services and Stripe Technology. If User or User's Representative is not 18 years of age or older (or the age of majority where User resides):

(i) User must add a Representative who is an adult (which may be a parent or legal guardian) to User's Stripe Account;

(ii) both User and Representative agree to be bound by the terms of the Agreement; and

(iii) Representative agrees to be responsible and liable for User's actions in its Stripe Account and User's compliance with this Agreement.

1.3 Support.

Stripe will provide User with standard technical support for issues relating to User's Stripe Account and use of the Services through support channels and Documentation that Stripe makes available on the Stripe Website. Stripe also offers optional paid support plans that may include

priority support and response times that exceed the standard technical support. Stripe is not obligated to provide support to Customers.

1.4 Preview Services.

Stripe may make a Preview Service available to User. Stripe will indicate to User, via the Stripe Dashboard, Stripe Website, or otherwise, whether a Service, or part of it, is a Preview Service. Stripe may specify additional requirements or use restrictions that apply to User´s use of Preview Services in Preview Service Terms or Documentation. Unless Stripe otherwise agrees in writing, User's use of Preview Services is confidential, and User will provide timely Feedback on the Preview Services if requested by Stripe. Stripe may add or remove features of the Preview Services, or suspend or terminate User's access to Preview Services at any time. By their nature, Preview Services may be feature-incomplete, unstable, or contain bugs, and use of the Preview Services is at User's own risk and discretion. User should not use Preview Services in a production environment unless User understands and accepts the limitations of the Preview Service. Stripe may communicate Fees for a Preview Service in writing outside of the Stripe Pricing Page. Notwithstanding anything else in this Agreement, to the maximum extent permitted by Law, Stripe provides no warranty, indemnity, or support for Preview Services. Stripe's aggregate liability for Preview Services is limited to the lesser of the total Fees paid by User to Stripe (excluding all pass-through fees levied by Financial Providers) during the 12 month period before the first event giving rise to liability and USD $1,000.

1.5 Modifications; Updates.

(a) *Modifications.* Stripe may modify or discontinue any aspect of the Services or Stripe Technology, including imposing conditions on use of the Services or Stripe Technology or ceasing to offer a Service or Stripe Technology in a specific country or region. Stripe will provide User reasonable notice if the modification or discontinuation would materially reduce the functionality of a Service or Stripe Technology that User is then using, except where Stripe determines such notice would (i) create or increase a security risk for Stripe, its users, or its Financial Providers; or (ii) cause Stripe (or its Affiliates, as applicable) to violate Law or breach an obligation to a Governmental Authority or Financial Provider.

(b) *Updates.* Stripe is not obligated to provide any Updates, but may do so at its discretion. If Stripe makes an Update available, User must implement it by the deadline stated in Stripe's notice. If no deadline is stated, then User must implement the Update within 30 days of the notice date.

1.6 Third-Party Services.

Stripe may reference, allow User to access, or promote Third-Party Services. User's use of any Third-Party Service is subject to that Third-Party Service's terms of use and privacy policies, and is at User's sole risk. Stripe does not approve, endorse, or recommend any Third-Party Services to User and disclaims all responsibility and liability for use of any Third-Party Service.

1.7 AI Agent.

If User uses an AI Agent to access the Stripe Services, User is solely responsible for each action initiated by or through the AI Agent. User acknowledges that: (a) an AI Agent constitutes an "electronic agent" or equivalent concept as defined or recognized under the Uniform Electronic Transactions Act (UETA) and similar Laws; and (b) actions initiated or completed by an AI Agent are legally binding on User.

2. License to Stripe Technology.

2.1 License.

Subject to this Agreement, Stripe (or its Affiliates, as applicable) grants User a limited, worldwide, royalty-free, non-exclusive, non-transferable (except as allowed under Section 11.10 (Assignment)), non-sublicensable, revocable license during the Term to use the Stripe Technology solely (i) as necessary to use the Services, (ii) for User's Business Purposes; and (iii) in compliance with Law, this Agreement and the Documentation. The Stripe Technology is licensed, not sold, to User by Stripe (or its Affiliates, as applicable). The terms of this Agreement will govern all updates, upgrades, new versions, and replacements unless an update is accompanied by a separate license, in which case the terms of that license will govern.

2.2 Exclusions.

The license granted in this Section does not allow User to, and User agrees not to, use or run the Stripe Technology in any way other than in accordance with this Agreement and the Documentation. User may distribute elements of the Stripe Technology identified by Stripe as "distributable", if any, as long as User does so solely in binary or object code form and subject to the terms of an end user license agreement at least as protective of Stripe and its licensors as the terms of this Section. User must not use Stripe Technology in a manner that creates an obligation to (i) disclose, distribute or make Stripe Technology available in source code form; (ii) license Stripe Technology for the purpose of making modifications or derivative works; or (iii) redistribute Stripe Technology at no charge. User must not remove, obscure, modify or otherwise tamper with notices (including trademark, copyright and other proprietary notices) or legends contained in any Stripe Technology.

2.3 Third-Party Software.

User acknowledges that open source software included in the Stripe Technology may grant User additional rights. If there is a conflict between an open source license and this Agreement regarding open source code, the applicable open source license terms supersede the conflicting terms of this Agreement. Portions of the Stripe Technology may utilize third-party software and other copyrighted material.

2.4 Modifications and Reverse Engineering.

Except to the extent that the following restriction is not permitted under Law, User must not (and User must not enable or allow any third party to) decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, tamper, translate, modify, or create derivative works of all or any part of the Stripe Technology or any services provided by Stripe. User agrees

not to remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Stripe Technology.

2.5 Transfer.

User must not rent, lease, lend, sell, share, redistribute, or sublicense the Stripe Technology, or enable others to do so, in each case unless expressly permitted under this Agreement or otherwise authorized by Stripe in writing.

3. Stripe Account Security.

Stripe is entitled to rely on any instruction or action taken within User's Stripe Account. User must ensure that its Stripe Account is not used or modified by anyone other than User and its authorized representatives, and will use commercially reasonable efforts to prevent the unauthorized access, disclosure, or use of its Stripe Account Credentials. If User believes that its Stripe Account Credentials have been wrongly accessed, disclosed, or used, User must promptly notify Stripe and cooperate fully, including by providing any information Stripe reasonably requests. Any action or inaction by Stripe will not diminish User's responsibility for the security of its Stripe Account Credentials or for any unauthorized access, disclosure, or use of them. User is solely responsible for any losses, damages or costs that User or others may suffer arising out of or relating to hacking, tampering, or unauthorized access of the Services, User's Stripe Account, or Protected Data, or User's failure to use or implement anti-fraud or data security measures, except to the extent that those losses, damages, or costs are caused by Stripe's gross negligence, fraud, or willful misconduct.

4. Privacy and Data Use.

4.1 Data Processing Agreement.

Each party will comply with the DPA, including the Data Transfers Addendum, which is incorporated into this Agreement by this reference. The DPA sets out the parties' respective obligations and responsibilities regarding Personal Data processing in connection with the Services.

4.2 Stripe Data.

User will use Stripe Data only as expressly permitted by this Agreement or other written agreements between Stripe and User (or their Affiliates).

4.3 Data Incident Notification.

If User experiences a Data Incident ***that is reasonably likely to impact*** Stripe or its Affiliates, User must notify Stripe without undue delay, which will be no later than 48 hours, after becoming aware of the Data Incident. In this notice, User shall provide Stripe with the following information: (a) the type of Personal Data that was the subject of the Data Incident; (b) the categories and potential number of individuals or records affected (including their countries); and (c) the status of User's investigation and current or planned remediation.

4.4 Retention of Data.

Stripe is not obligated to retain data that it receives from or through User after the Term, except as (a) required by Law; (b) reasonably required for Stripe to perform any post-termination obligations; (c) this Agreement otherwise states; or (d) the parties otherwise agree in writing.

4.5 Third Party Data User Provides.

If User enables Services or functionality that provide Stripe access to data, including Personal Data and Content, from User's third party service providers ("Third Party Data"), then User authorizes Stripe to access and use the Third Party Data, and User must obtain all necessary rights and consents from the applicable individuals and third parties sufficient to enable Stripe to lawfully collect, use, retain, and disclose the Third Party Data. Stripe will use Third Party Data as this Agreement describes and to (a) secure, provide, and update the Stripe services, (b) comply with Law and Financial Provider requirements, and (c) prevent and mitigate fraud, financial loss, and other harm. User must not provide Protected Health Information to Stripe as part of Third Party Data. User is liable for any disclosure of Protected Health Information to Stripe when User provides access to the Third Party Data.

4.6 Controls.

Each party will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect data in its possession or under its control from unauthorized access, accidental loss, and unauthorized modification. Stripe will comply with its obligations in the Data Security Exhibit.

4.7 Stripe Output Data.

User's use of Stripe Output Data is limited to User's own internal business purposes and for its intended purpose as may be described in the applicable Service Terms or Documentation. User must not use Stripe Output Data: (a) as the sole input into User's decision making process (e.g., automated decision making, profiling) about engaging, ceasing to engage, or refraining from engaging in a business relationship with any Customer; (b) as a factor in determining a person's eligibility for credit, insurance, housing or employment; or in any way that could cause Stripe to be a "consumer reporting agency" (as defined in FCRA) or cause the Stripe Output Data to constitute a "consumer report" (as defined in FCRA) or any comparable concept under Law; (c) to discriminate based on race, gender, or other protected characteristics, or take any "adverse action" (as defined in FCRA); (d) in a manner that constitutes a prohibited AI practice under the EU AI Act or in a manner that would cause Stripe to be characterized as a provider or co-deployer of a high-risk AI system; or (e) to develop, test, validate, train, enhance or deploy any machine learning models or algorithms that are a substitute for, or substantially similar to, the Services. User must not sell (including, as defined in the CCPA), rent, transfer, make available, or communicate orally or through other means Stripe Output Data. User must delete Stripe Output Data promptly upon Stripe's reasonable written request.

5. Intellectual Property.

5.1 Ownership; Intellectual Property Rights.

(a) *IP Rights*. As between the parties, Stripe, its Affiliates, and its third party licensors own all IP Rights in the Services, the Stripe Technology, Stripe Data, the Stripe Marks, the Documentation, and the Stripe Website. All rights not expressly granted in this Agreement are reserved.

(b) *Reservation of Rights*. Nothing in this Agreement assigns or transfers ownership of any IP Rights to the other party, or contemplates a joint development of intellectual property.

(c) *Rights and Permissions*. User will ensure that User's use of the Services and Stripe Technology will not violate or infringe upon any third-party rights, including IP Rights. If User provides Content to Stripe, User agrees that it has obtained, as applicable, all necessary rights and permissions to share the Content and enable Stripe's use of the Content. User grants to Stripe, on behalf of itself and its Affiliates, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use the Content to develop, improve, and provide Services and Stripe Technology and for Stripe's internal business purposes.

5.2 Feedback.

During the Term, User may provide Feedback to Stripe and its Affiliates, which Stripe may use without restriction or obligation. Feedback is voluntary and User grants to Stripe, on behalf of itself and its Affiliates, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use that Feedback for any purpose.

5.3 Marks Usage.

(a) *License Grant.* Subject to this Agreement, each party (or its applicable Affiliates) grants to the other party a worldwide, non-exclusive, non-transferable (except as allowed under Section 11.10 (Assignment)), non-sublicensable (except to its Affiliates and Financial Providers (as applicable)), royalty-free license during the Term to use the granting party's Marks solely to provide the Services to User and to identify Stripe as User's service provider. All goodwill generated from the use of the grantor party's Marks will inure to the sole benefit of the Mark owner.

(b) *Stripe's Permitted Uses of User's Marks*. Stripe and its Affiliates may refer to User as a user of Services in their financial disclosure documents. Stripe and its Affiliates may use User's Marks:

(i) on Stripe webpages and apps that identify Stripe's customers or users;

(ii) in Stripe sales and marketing materials and communications; and

(iii) in connection with any promotional activities to which the parties agree in writing.

When using User's Marks, Stripe must comply with the usage terms or guidelines that User provides to Stripe in writing (if any).

(c) *User's Permitted Uses of Stripe Marks*. When using Stripe's Marks, User must comply with the terms located at https://stripe.com/legal/marks/ and all additional usage terms and guidelines that Stripe provides to User in writing (if any).

6. Confidentiality.

6.1 Use; Protection.

Stripe and User (each, a "**Recipient**") will use reasonable care, and no less than the same degree of care that the recipient uses to protect its own confidential information of a similar nature, to prevent the unauthorized disclosure of the other party's (the "**Discloser**") Confidential Information.

6.2 Permitted Disclosures.

A Recipient may disclose Confidential Information only to its and its Affiliates' directors, employees, contractors, agents, professional advisors, and third-party auditors who have a legitimate need to know it and are subject to confidentiality obligations at least as protective as this Agreement. Additionally, Stripe may disclose User's Confidential Information to Financial Providers, their respective Affiliates, and Stripe's third-party service providers as reasonably necessary to perform the Services.

6.3 Required Disclosures

A Recipient may disclose Confidential Information if required by Law, subpoena, or court order, or if directed by a Governmental Authority. Subject to Stripe's obligations under the DPA, Recipient will use reasonable efforts to provide Discloser with advance notice of the required disclosure (if permitted by Law). Any assistance provided by Recipient to help Discloser contest the disclosure will be at Discloser's sole expense.

6.4 Exclusions.

These confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Recipient; (b) was known or possessed without restriction prior to receipt from the Discloser; (c) was received from a third party without breach of confidentiality obligations; or (d) was independently developed without using the Discloser's Confidential Information.

7. Fees; Taxes; User Bank Account.

7.1 Stripe Fees.

(a) *Fees.* The Fees are as listed on the Stripe Pricing Page, unless User and Stripe otherwise agree in writing, including via click-through agreement. Unless User and Stripe otherwise agree in writing or if Law requires, payment obligations are non-cancelable and Fees paid are non-refundable.

(b) *Subscriptions.* Subscription Services are governed by the terms of the applicable Subscription Plan. If User exceeds the entitlement scope in the Subscription Plan, then except as stated otherwise in the Subscription Plan or agreed in writing between the parties, Stripe will charge User for the increased scope of use according to the Fees stated on the Stripe Pricing Page.

(c) *Updates to Fees and Subscription Plans.* Subject to the requirements of Law, Stripe may revise the Fees and Subscription Plans at any time. Stripe will provide User with at least 30 days' notice of any increase in a Fee or any new Fees for any Service that User is using, or any materially adverse change in a Subscription Plan.

(d) *Fee Waivers.* Stripe may offer a Service without charge, or waive a Fee for that Service, and may start charging a Fee for that Service upon at least 30 days notice (or longer period if Law requires) to User. Taxes may still be collected on waived Fees.

(e) *Trials and Promotions.* Stripe may make certain Services available to User on a trial or promotional basis free of charge, or at a discount, until (i) the expiration or termination of the trial or promotion, at which point the Fees stated on the Stripe Pricing Page will apply, or (ii) the start of any Subscription Plan that User has purchased, at which point that Subscription Plan will automatically commence. Trials and promotions may be subject to additional Taxes, terms and conditions, as communicated to User by Stripe.

(f) *Fee Credits.* If User receives a Fee Credit, then the Stripe Fee Credit Terms apply to the Fee Credit.

7.2 Collection of Fees and Other Amounts.

(a) User must pay, or ensure that Stripe is able to collect, Fees, Taxes, and other amounts User owes to Stripe under this Agreement, or under any other agreement with a Stripe Entity, when due.

(b) Stripe may collect all amounts owed by User by deducting them from User's Stripe Account balance, charging User's primary Payment Method (e.g., a credit card), or invoicing User for those amounts.

(c) If a Stripe Entity is unable to collect any amounts due by a User Entity to a Stripe Entity, or if a User Entity's Stripe Account balance is negative or does not contain funds sufficient to pay the amounts due by the User Entity to a Stripe Entity, then Stripe or its Affiliate may, to the extent Law permits, deduct, recoup or setoff these amounts from any of the following: (i) if established and applicable, a Reserve of any User Entity; (ii) funds payable by a Stripe Entity to a User Entity; (iii) the Stripe Account balance of a User Entity; (iv) each User Bank Account (if any); and (v) a backup User-selected Payment Method.

(d) If the currency of the amount being deducted is different from the currency of the amount User owes, Stripe may deduct an amount equal to the amount owed (using Stripe's conversion rate), together with the fees Stripe incurs in making the conversion.

(e) If Stripe believes it transferred funds to User in error, Stripe may deduct, recoup or setoff those funds in accordance with this Agreement.

7.3 Taxes.

(a) *Exclusion of Taxes.* The Fees exclude all Taxes, except as the Stripe Pricing Page or other documents expressly state to the contrary.

(b) *User's Tax Responsibilities*. User has sole responsibility and liability for:

(i) determining which, if any, Taxes or fees apply to the sale of its products and services, acceptance of donations, or payments it receives in connection with its use of the Services; and

(ii) assessing, collecting, reporting, and remitting Taxes for its business to the appropriate tax and revenue authorities.

(c) *Payment of Taxes*.

(i) If Stripe is required by Law to collect or withhold any Taxes, Stripe may deduct those Taxes from the amount otherwise owed to User or charge those Taxes, as the case may be, and pay those Taxes to the appropriate taxing authority. If User is exempt from paying, or is otherwise eligible to pay a reduced rate on, those Taxes, User may provide to Stripe a copy of the original certificate that satisfies applicable legal requirements attesting to its tax-exempt status or reduced rate eligibility, in which case Stripe will not deduct the Taxes that certificate covers.

(ii) User must provide accurate information regarding its tax affairs as Stripe reasonably requests, and must promptly notify Stripe if any information that Stripe prepopulates is inaccurate or incomplete. Stripe may send documents to User and Governmental Authorities for transactions processed using the Services; specifically, Stripe may be required under Law to file periodic informational returns with Governmental Authorities related to User's use of the Services. User agrees that Stripe may send tax-related information electronically to User.

7.4 User Bank Account.

If Stripe requires User to link a User Bank Account with Stripe in connection with User's use of the Services, then:

(a) User must: (i) designate at least one User Bank Account in connection with the Services, (ii) be the named account holder of each User Bank Account, (iii) maintain each User Bank Account in a country approved by Stripe for Bank Account maintenance, and (iv) maintain authorization to initiate settlements to and debits from each User Bank Account, consistent with Section 7.5 (Debit Authorization).

(b) User must not grant or assign to any third party any lien on or interest in funds that may be owed to User related to this Agreement until the funds are deposited into a User Bank Account.

7.5 Debit Authorization.

Without limiting Section 7.2 of these General Terms, User authorizes Stripe to debit and credit each User Bank Account without separate notice, and according to the applicable User Bank Account Debit Authorization, to collect amounts User or another User Entity owes under this Agreement. If Stripe is unable to collect those amounts by debiting a User Bank Account, then User immediately grants to Stripe a new, original authorization to debit each User Bank Account without notice and according to the applicable User Bank Account Debit Authorization. Stripe may rely on this authorization to make one or more attempts to collect all or a subset of the amounts owed. User's authorization under this Section will remain in full force and effect until

(i) all User Entity Stripe Accounts are closed; or (ii) all fees and other amounts User owes under this Agreement are paid, whichever occurs later. If applicable debit scheme authorization rules grant User the right to revoke User's debit authorization, then to the extent Law permits, User waives that right.

8. Limitation of Liability.

8.1 Nature of Claims and Failure of Essential Purpose.

The exclusions and limitations in this Section 8 (Limitation of Liability) apply regardless of the legal theory or form of action and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

8.2 Disclaimers.

Stripe provides the Services and Stripe Technology "as is", and to the maximum extent permitted by Law, Stripe does not make any, and disclaims all, warranties (other than those stated as a "warranty" in this Agreement) and statutory guarantees, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising from any course of dealing, course of performance or usage in trade. Stripe does not warrant that User's use of the Services and Stripe Technology will be uninterrupted or error-free or that User's use of the Services and Stripe Technology comply with Law. Stripe is not liable for delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Stripe's control.

8.3 Limitation on Indirect Liability.

Except for Excluded Claims, to the maximum extent permitted by Law, neither party will have any liability in relation to this Agreement for any indirect, consequential, special, reliance, incidental, or punitive damages, lost revenue, profits, savings or goodwill, business interruption, personal injury, property damage, or loss of data, whether in contract, negligence, strict liability, tort, or other legal or equitable theory, even if these losses, damages, or costs are foreseeable, and whether or not any party has been advised of their possibility.

8.4 Liability Cap.

Except for Excluded Claims, a party's total aggregate liability for damages and Losses arising out of or relating to the Agreement is limited to the total Fees paid by User (excluding all pass-through fees levied by Financial Providers) during the 12 month period before the first event giving rise to liability. User's payment obligations, including Fees, Assessed Fines and Taxes are not limited by this Section 8.4.

9. Indemnification.

9.1 Indemnities.

(a) *General Indemnities.* Subject to Section 9.2 (Limitations on Indemnity), User will indemnify Stripe, its Affiliates, and their directors, employees, and agents for all Losses arising from User's

use of the Services or Stripe Technology, gross negligence, willful misconduct, fraud, or material breach of the Agreement.

(b) *IP Indemnities.*

(i) *Indemnity.* Subject to Section 9.2 (Limitations on Indemnity), each party will indemnify the other party, its Affiliates, and their directors, employees, and agents for all Losses, to the extent they arise from an IP Claim, except that this indemnification obligation does not apply if the indemnified party uses the Materials in combination with other materials not provided by the indemnifying party (if the Materials the indemnifying party provided would not infringe absent the combination).

(ii) *Remedial Actions.* If an IP Claim arises, the indemnifying party may, at its sole discretion and expense (i) modify the Materials it provided to be non-infringing, replace them with non-infringing alternatives, or obtain a license for the indemnified party to continue using the Materials; or (ii) upon 30 days' notice, terminate the indemnified party's use of the infringing Materials.

(iii) *Exclusive Remedies.* This Section 9.1(b) states the indemnifying party's entire liability to the indemnified parties, and the indemnified parties' sole and exclusive rights and remedies, with respect to an IP Claim.

9.2 Limitations on Indemnity.

An indemnifying party's obligations under Section 9.1 do not apply to the extent that the Claim or Losses arise out of an indemnified party's negligence, fraud, willful misconduct, or breach of this Agreement.

9.3 Defense of Claims.

If the indemnified party seeks to enforce an indemnity under this Agreement, it must promptly notify the indemnifying party of the applicable Claim and allow the indemnifying party to take exclusive control of its defense and settlement. The indemnified party must cooperate with and provide reasonable assistance to the indemnifying party in conducting such defense and settlement, at the indemnifying party's expense, and will not take any actions that prejudice the defense. The indemnifying party will control the defense (including choice of counsel) and settlement at its expense, but will not enter into any settlement that imposes any obligation on the indemnified party (other than payment of money, which the indemnifying party must pay) without the indemnified party's prior written consent. An indemnified party's delay or failure in notifying the indemnifying party of a Claim will not relieve the indemnifying party of its indemnity obligations, except to the extent the indemnifying party has been prejudiced by such delay or failure.

10. Suspension; Termination.

10.1 Suspension and Termination.

(a) *Termination by User.*

(i) *Termination for Convenience.* User may terminate this Agreement at any time by closing its Stripe Account via the Stripe Dashboard.

(ii) *Termination for Cause.* User may terminate this Agreement immediately upon notice to Stripe if Stripe materially breaches this Agreement and, if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach.

(b) *Suspension and Termination by Stripe.*

(i) *Suspension.* Stripe may immediately suspend User's access to the Stripe Technology and use of any or all of the Services if:

(1) Stripe reasonably believes that by providing the Services to User, Stripe or User has violated, or is reasonably likely to violate, any Law or Governmental Authority requirement or directive or, if applicable, Financial Provider Terms or Financial Provider directive;

(2) User experiences an Insolvency Event;

(3) User breaches this Agreement or any other agreement between the parties;

(4) Stripe reasonably believes User's acts or omissions degrade, or may degrade, the security, privacy, stability or reliability of the Stripe services, Stripe Technology or any third party's system (e.g., User's involvement in a distributed denial of service attack);

(5) Stripe reasonably believes User is engaged in a business or activity that may be unlawful, enables or facilitates (or may enable or facilitate) illegal or prohibited transactions, may be harmful to a third party, or otherwise presents an unacceptable risk to Stripe;

(6) Stripe reasonably believes User's activity increases, or may increase, the rate of fraud that Stripe observes;

(7) User does not promptly respond to Stripe's request for, or fails to provide, User Information; or

(8) User does not promptly update its implementation of the Services or Stripe Technology to the latest production version Stripe recommends or requires.

(ii) *Termination.*

(1) *Termination for Convenience.* Unless otherwise agreed in writing, Stripe may terminate this Agreement or close User's Stripe Account at any time. Stripe will notify User in accordance with Law.

(2) *Termination for Cause*. Stripe may immediately terminate this Agreement or revoke access to any part of the Services or Stripe Technology if (A) User materially breaches this Agreement and, if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach; (B) User experiences an Insolvency Event and Law allows for termination; (C) any event listed in Section 10.1(b)(i) of these General Terms occurs; or (D) Law requires, or a Governmental Authority or Financial Provider directs Stripe to do so. Stripe will notify User in accordance with Law.

10.2 Effect of Termination.

Upon termination of this Agreement, User's rights to use the Services and the Stripe Technology immediately cease. User must immediately cease accessing the Services and delete all license keys, access keys and copies of Stripe Technology. In no event will termination relieve User of its obligation to pay any amounts payable to Stripe for the period prior to the effective date of termination. Unless stated to the contrary, termination of this Agreement will not affect any other agreement between the parties or their Affiliates.

10.3 Survival.

The following will survive termination of this Agreement:

(a) User's obligation to pay Fees;

(b) Sections 3 (Stripe Account Security), 5.1 (Ownership; Intellectual Property Rights), 5.2 (Feedback), 7 (Fees; Taxes; User Bank Account), to the extent applicable to Services provided or to Transactions submitted during the Term, 8 (Limitation of Liability), 9 (Indemnification), 10.2 (Effect of Termination),11.2 (Notices and Communications), 11.3 (Governing Law), 11.4 (Dispute Resolution; Agreement to Arbitrate), 11.7 (Entire Agreement), 11.8 (Modification), 11.9 (Order of Precedence), 11.10 (Assignment), 11.11 (Severability), 11.12 (Waivers), 11.13 (Force Majeure), 11.14 (No Agency), 11.15 (Cumulative Rights; Injunctions), 11.17 (Interpretation), 12 (Definitions), to the extent used in a surviving clause, 13 (Regional Terms);

(c) Section 4 (Privacy and Data Use), for so long as Stripe or User holds Stripe Data or Personal Data, as applicable;

(d) the DPA, for so long as Stripe holds Personal Data or Protected Data, except for provisions regarding a Data Incident where User is the data custodian, which will survive for as long as User holds Stripe Data or Personal Data; and

(e) trade secrets, indefinitely, and all other confidentiality obligations, for 3 years after the date of termination.

11. General Provisions.

11.1 Compliance with Law.

Each party must comply with all Laws applicable to its business in its performance of obligations or exercise of rights under this Agreement. User is solely responsible for evaluating and configuring the Services to comply with User's legal obligations.

11.2 Notices and Communications.

Notices to Stripe. Except as may be required by Applicable Law or unless this Agreement states otherwise, for notices to Stripe, contact Stripe. A notice User sends to Stripe is deemed to be received when Stripe receives it.

Communications to User. User consents to electronic communications as described in the E-SIGN Disclosure, which is incorporated into this Agreement by this reference. Stripe also may

send User Communications by physical mail or delivery service to the postal address listed in the applicable Stripe Account. A Communication Stripe sends to User is deemed received by User on the earliest of (i) when posted to the Stripe Website or Stripe Dashboard; (ii) when sent by text message or email; and (iii) three business days after being sent by physical mail or when delivered, if sent by delivery service.

11.3 Governing Law.

This Agreement and any disputes between User and Stripe will be governed by, and construed in accordance with, the Governing Law as specified in the Regional Terms, without giving effect to its conflict of law principles.

11.4 Dispute Resolution; Agreement to Arbitrate.

(a) *Binding Arbitration.*

(i) *Claims Subject to Arbitration.* Except as stated otherwise in Section 11.4(a)(ii) or the Regional Terms, all disputes, claims, and controversies, whether based on past, present, or future events, including those arising out of or relating to statutory or common law and the breach, termination, enforcement, interpretation, or validity of any provision of this Agreement, will be determined by binding arbitration by a single arbitrator.

(ii) *Claims Not Subject to Arbitration.* All disputes, claims, and controversies principally related to a party's IP Rights will be resolved by litigation. The parties submit to the non-exclusive jurisdiction of the courts specified in the Regional Terms for these disputes, claims, and controversies.

(iii) *Non-waiver of Arbitration.* Making claims with law enforcement or governmental enforcement agencies, exercising any self-help remedies (such as setoff rights), or seeking injunctive relief or provisional remedies in aid of arbitration from a court of appropriate jurisdiction, does not constitute a waiver of any right to compel arbitration.

(iv) *Procedural Matters.* Arbitration will be conducted in English. The Regional Terms specify the seat of the arbitration and the applicable arbitration rules and procedure.

(v) *Provision of an Award.* Subject to the limitations of liability in this Agreement, the arbitrator may award monetary damages and any other remedies allowed by the Governing Law. The arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned, written decision with respect to the dispute to each party.

(vi) *Final and Binding.* Any award will be final and binding on the parties and will be deemed to have been made at the seat of arbitration, and each party will act promptly in accordance with the award.

(vii) *Enforcement.* Any award (including interim or final remedies) may be confirmed in or enforced by any court having jurisdiction over either party or its assets, including the courts identified in the jurisdiction and venue provision in the Regional Terms.

(b) *Notice of Disputes.* Before commencing arbitration, the party asserting a claim must send a written notice of dispute to the other party. All dispute notices to Stripe must be sent to notices@stripe.com. All dispute notices to User must be sent to the email address listed on the applicable Stripe Account. All notices must (i) provide User's name, email address, mailing address, and Stripe account ID (if any); (ii) describe the nature and factual and legal basis of the dispute; and (iii) detail the specific relief sought. If User appoints an attorney to submit its notice, User must provide written authorization allowing Stripe to discuss User's dispute and account details with User's attorney. Stripe may require User (or User's attorney) to verify User's identity and confirm User's authorization to disclose account information. User will cooperate with any reasonable verification request. After notice of arbitration is provided, the parties will meet for the purpose of resolving the dispute and, if the dispute is not resolved within 30 days of the notice, then a party may commence arbitration in accordance with the applicable rules.

(c*) Confidentiality of Arbitration*. The parties will keep confidential the existence of the arbitration, the details of the arbitration proceeding, the hearing, and the arbitrator's decision except: (i) as necessary to prepare for and conduct the arbitration hearing; (ii) in connection with a court application for a preliminary remedy, confirmation, vacatur, or modification of an arbitrator's award; (iii) the Stripe Parties may disclose the arbitrator's decision in confidential settlement negotiations related to other disputes; (iv) as necessary to professional advisers that are subject to a strict duty of confidentiality; and (v) as Law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any submissions, documentary, or other evidence produced in any arbitration, except as Law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

(d) *Conflict of Rules.* In the case of a conflict between the provisions of this Section 11.4 and the applicable arbitration rules specified in the Regional Terms, the provisions of this Section 11.4 will prevail.

11.5 Legal Fees and Costs.

In any dispute, litigation, arbitration, or other legal proceeding arising out of or relating to this Agreement, the arbitrator or court will award to the prevailing party, if any, its reasonable attorneys' fees and costs incurred in connection with such proceeding. Notwithstanding the foregoing, if User is liable for any amounts owed under this Agreement, User is also liable for all costs incurred by the other party (including but not limited to Stripe, if applicable) during collection of those amounts. Such collection costs include reasonable attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related costs.

11.6 Trade Control.

User must not use or otherwise export, re-export, or transfer the Stripe Technology except as authorized by United States law and the laws of the jurisdiction(s) in which the Stripe Technology was distributed and obtained, including by providing access to Stripe Technology (a) to any individual or entity ordinarily resident in a High-Risk Jurisdiction; or (b) to any High-Risk

Person. By using the Stripe Technology, User represents and warrants that User is not (i) located in or organized under the laws of any High-Risk Jurisdiction; (ii) a High-Risk Person; or (iii) owned 50% or more, or controlled, by individuals and entities (x) located in or, as applicable, organized under the laws of any High-Risk Jurisdiction; or (y) any of whom or which is a High-Risk Person. User must not use the Services or Stripe Technology for any purposes prohibited by Law, including the development, design, manufacture or production of missiles, nuclear, chemical, or biological weapons.

11.7 Entire Agreement.

The Agreement, together with any separate written agreement relating to Fees, constitutes the entire agreement and understanding of the parties with respect to the Services, and supersedes all prior and contemporaneous agreements and understandings.

11.8 Modification.

Stripe may modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Stripe Legal Page or by notifying User. The modified Agreement is effective upon posting or as stated in the notice, if Stripe notifies User. By continuing to use Services after the effective date of any modification to this Agreement, User agrees to be bound by the modified Agreement. User is responsible for checking the Stripe Legal Page regularly for modifications to this Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

11.9 Order of Precedence.

If any term in these General Terms conflicts with a term in any Service Terms or terms incorporated by reference into this Agreement, then unless terms of lower precedence expressly state to the contrary, the order of precedence is: (a) the Service Terms; (b) these General Terms; and (c) all terms incorporated by reference into this Agreement.

11.10 Assignment.

User may not assign or transfer any of its rights or obligations under this Agreement without Stripe's prior consent (which consent will not be unreasonably withheld or delayed). However, User may assign this Agreement in its entirety to its successor resulting from a merger, acquisition, or sale of all or substantially all of User's assets or voting securities, provided that (i) User provides Stripe with prompt written notice of the proposed assignment, (ii)the assignee agrees in writing to assume all of User's obligations under this Agreement, and (iii) the assignee complies with Stripe's procedural and documentation requirements to give effect to the assignment. To request Stripe's consent to assign this Agreement, please contact Stripe. Any attempt by User to transfer or assign this Agreement, except as expressly authorized above, will be void. Stripe and its Affiliates may assign and transfer its rights and obligations under this Agreement (in whole or in part) without User's consent. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

11.11 Severability.

If any court or Governmental Authority determines a provision of this Agreement is unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present and that any partially valid and enforceable provision be enforced to the extent that it is enforceable.

11.12 Waivers.

A waiver must be in writing signed by the waiving party to be effective. A party's failure to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

11.13 Force Majeure.

Neither party will be liable for any failure or delay in performance to the extent caused by a Force Majeure Event. Nothing in this Section 11.13 will excuse User's payment obligations to Stripe.

11.14 No Agency.

Each party to this Agreement, and each Financial Provider (if applicable), is an independent contractor. Nothing in this Agreement serves to establish a partnership, joint venture, general agency, trust, or fiduciary relationship between Stripe and User, or with any Financial Provider. If this Agreement expressly establishes an agency relationship between User as principal and a Stripe Entity as agent, the agency conferred, including User's rights as principal and a Stripe Entity's obligations as agent, is limited strictly to the stated appointment and purpose and implies no duty to User, or a Stripe Entity, and will in no event establish an agency relationship for tax purposes. User further acknowledges that Stripe will not be subject to any fiduciary duties or obligations to User or to any other person, or any other duties or obligations except as expressly stated in this Agreement.

11.15 Cumulative Rights; Injunctions.

The rights and remedies of the parties under this Agreement are cumulative. Each party may exercise any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law or in equity. Any material breach by a party of Sections 2, 4, 5, and 6 could cause the non-breaching party irreparable harm for which the non-breaching party has no adequate remedies at Law. Accordingly, the non-breaching party is entitled to seek specific performance or injunctive relief for the breach.

11.16 Subcontractors and Affiliates.

Stripe may use subcontractors or its Affiliates in the performance of its obligations under this Agreement. Stripe remains responsible for its overall performance under this Agreement and for having appropriate written agreements in place with its subcontractors and Affiliates to enable Stripe to meet its obligations under this Agreement.

11.17 Interpretation.

(a) No provision of this Agreement will be construed against a party on the basis of that party being the drafter.

(b) References to “includes” or “including” not followed by “only” or a similar word mean “includes, without limitation” and “including, without limitation,” respectively.

(c) All references in this Agreement to any terms, documents, Law, or Financial Provider Terms are to those items as they may be amended, supplemented, or replaced from time to time. All references to APIs and URLs are references to those APIs and URLs as they may be updated or replaced.

(d) The section headings of this Agreement are only for convenience and have no interpretive value.

(e) Unless expressly stated otherwise, any consent or approval that may be given by a party (i) is only effective if given in writing and in advance; and (ii) may be given or withheld in the party’s sole and absolute discretion.

(f) References to “business days” means weekdays on which banks are generally open for business in the country in which Stripe is located. Unless specified as business days, all references in this Agreement to days, months, or years mean calendar days, calendar months, or calendar years.

(g) Unless expressly stated to the contrary, when a party makes a decision or determination under this Agreement, that party has the right to use its sole discretion in making that decision or determination.

(h) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12. Definitions.

“**Stripe**” means the entity specified below for User's Stripe Account Country. Service Terms may address further additional or deviating Stripe entities for the respective Services.

Americas

Country / Region	**Stripe Contracting Entity**
United States	Stripe, LLC Stripe Payments Company*
Canada	Stripe Payments Canada, Ltd.**
Mexico	Stripe Payments Mexico, S. de R.L. de C.V.**
Brazil	Stripe Brasil Soluções de Pagamento -

Country / Region	Stripe Contracting Entity
	Instituição de Pagamento Ltda**
Other countries in the Americas, to the extent Stripe offers Services in these countries	Stripe, LLC

*This Stripe entity is an additional party to the Agreement if stated in the applicable Stripe Financial Services Terms, or in other applicable Service Terms.

**Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use) of this Agreement.

Europe, Middle East and Africa

Country / Region	Stripe Contracting Entity
Countries in the European Economic Area: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden	Stripe Payments Europe, Limited Stripe Technology Europe, Limited*
Gibraltar, Switzerland, United Kingdom	Stripe Payments Europe, Limited Stripe Payments UK Ltd*
United Arab Emirates	Stripe Payments Europe, Limited
Other countries in Europe, Middle East and Africa, to the extent Stripe offers Services in these countries	Stripe Payments Europe, Limited

*This Stripe entity is an additional party to the Agreement if stated in the applicable Stripe Financial Services Terms, or in other applicable Service Terms.

Asia Pacific

Country / Region	Stripe Contracting Entity
Australia	Stripe Payments Australia Pty Ltd.***
Hong Kong	Stripe Payments Europe, Limited

Country / Region	Stripe Contracting Entity
India	Stripe India Private Ltd.***
Indonesia	PT Stripe Payments Indonesia***
Japan	Stripe Japan, Inc.***
Malaysia	Stripe Payments Malaysia Sdn. Bhd.***
New Zealand	Stripe New Zealand Limited***
Singapore	Stripe Payments Singapore Pte. Ltd.***
Thailand	Stripe Payments (Thailand) Ltd***
Other countries in Asia Pacific, to the extent Stripe offers Services in these countries	Stripe Technology Company Limited***

***Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use) of this Agreement.

"**Affiliate**" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

"**AI Agent**" means any software, computer or other automated technology, including any such technology that operates through, in conjunction with, or by invoking other automated systems, platforms, APIs or agents, whether or not User has direct control over or visibility into each intermediate system in the chain, that is capable of, designed for, or employed for the purpose of independently or semi-independently acting as User's delegate, proxy, intermediary, or agent in any transactional activity, whether in a single transaction or across multiple ongoing transactions.

"**API**" means application programming interface.

"**Assessed Fines**" means assessments, penalties, fines, and fees imposed by Governmental Authorities or Financial Providers arising out of or relating to the use of the Services.

"**Business Purpose**" means the operational activities, functions, or objectives of User, including, but not limited to, activities relevant to carrying out its organizational, commercial, non-profit, or governmental mission.

"**CCPA**" means California Consumer Privacy Act of 2018, Cal. Civ. Code Sections 1798.100-1798.199, and its implementing regulations.

"**Change of Control**" means (a) an event in which any third party or group acting together, directly or indirectly, acquires or becomes the beneficial owner of, more than 50% of a party's

voting securities or interests; (b) a party's merger with one or more third parties; (c) a party's sale, lease, transfer, or other disposal of all or substantially all of its assets; or (d) the entry into any transaction or arrangement that would have the same or similar effect as a transaction referred to in (a)-(c) of this definition; but, does not include an initial public offering or listing.

"**Claim**" means any claim, demand, government investigation, or legal proceeding that a third party makes or brings against any indemnified party.

"**Communication**" has the meaning given to it in the E-SIGN Disclosure.

"**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

"**Content**" means all text, images, and other data (excluding Personal Data) or information that Stripe does not provide to User and that User uploads, publishes, uses, or provides to Stripe in connection with the Services.

"**Control**" means direct or indirect ownership of more than 50% of the voting power or equity in an entity.

"**Customer**" means User's customer or donor.

"**Data Incident**" means an unauthorized or unlawful processing, use, access, loss, disclosure, destruction, or alteration of Personal Data in a party's or its Affiliate's, or a party's or its Affiliate's subcontractor's, agent's, or representative's, possession or control.

"**Documentation**" means the sample code, instructions, requirements, and other documentation (a) available on the Stripe Website, the first page of which is located at https://docs.stripe.com; and (b) included in the Stripe SDKs.

"**DPA**" means the data processing agreement located at www.stripe.com/legal/dpa.

"E-SIGN Disclosure" means the E-SIGN Disclosure terms found on the Stripe Website.

"**EU AI Act**" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024, laying down harmonized rules on artificial intelligence, as amended or supplemented from time to time.

"**Excluded Claims**" means: (a) a party's gross negligence, fraud, or willful misconduct; (b) User's breach of Section 1.2 (Restrictions); (c) a party's breach of Section 6 (Confidentiality), except that a breach arising from a Data Incident is not an Excluded Claim under this clause (c); or (d) amounts payable under Section 9.1 (Indemnities).

"**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, as amended.

"**Feedback**" means ideas, suggestions, comments, observations, and other input regarding the Services and the Stripe Technology.

"**Fees**" means the fees and charges applicable to the Services.

"**Financial Provider**" means an entity that provides financial services and with which a Stripe Entity interacts to provide the Services.

"**Force Majeure Event**" means an event beyond the reasonable control of the affected party, including a strike or other labor dispute or labor shortage, stoppage, or slowdown; supply chain disruption; embargo or blockade; cyberattack or other harmful third-party interference with information systems, including through the use of artificial intelligence; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; natural disaster; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state, national, or international health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; Law; or act of a Governmental Authority.

"**General Terms**" means the preamble and Sections 1 through 13 of this Stripe Services Agreement.

"**Governmental Authority**" means a regulator or other governmental agency or entity with jurisdiction over the Services, Stripe, or User, as applicable.

"**High-Risk Jurisdiction**" means any jurisdiction or administrative region that Stripe has deemed to be of particularly high risk, as identified in Stripe's Prohibited and Restricted Businesses List.

"**High-Risk Person**" means any individual or entity that Stripe has deemed to be of particularly high risk, as identified in Stripe's Prohibited and Restricted Businesses List.

"**Insolvency Event**" means, with respect to a party, the occurrence or reasonable likelihood of any of the following (or any analogous procedure or step):

(a) a party is unable to pay its debts or is deemed unable to pay its debts or is deemed unable to pay its debts as they fall due under applicable Law;

(b) a party is the subject of an involuntary petition or proceeding for winding up, bankruptcy, liquidation, administration, or equivalent proceedings, which is not dismissed or stayed within 30 days;

(c) a party passes a resolution or takes formal corporate action for its winding up, dissolution, liquidation, or administration (except for the purposes of a solvent amalgamation, reconstruction, or reorganization);

(d) a party stops, or threatens to stop, carrying on all or substantially of its business;

(e) a liquidator, receiver, administrator, or similar officer is appointed over the whole or a material part of a party's assets;

(f) a party is the subject of a petition, application, or order for its administration, or a notice of intention to appoint an administrator is given, or any equivalent step is taken by any person under applicable Law with a view to the administration of a party;

(g) the party enters into, or commences formal negotiations for, a composition, assignment, or restructuring arrangement with its creditors generally (or any class of them), due to actual or anticipated financial distress, or a moratorium is declared in respect of any of its indebtedness;

(h) the appointment of, or any formal step taken to appoint, a liquidator, receiver, administrative receiver, administrator, or similar officer over a party or a material part of its assets (provided that any involuntary step or proceeding is not dismissed or stayed within 30 days);

(i) any security is enforced, or any legal process (including execution, attachment, lien, or levy) is levied, against a material part of a party's assets and is not discharged or stayed within 30 days; or

(j) any material subsidiary of a party is subject to any of the events listed in this definition.

"**IP Claim**" means:

(a) where Stripe is the indemnifying party, a Claim by a third party that the indemnified party's use of the Stripe Technology, Services, Stripe Marks, or any other Material that Stripe provided infringes the IP Rights of the third party; and

(b) where User is the indemnifying party, a Claim by a third party that the indemnified party's use of the User Marks or any other Material that User provided infringes the IP Rights of the third party.

"**IP Rights**" means all copyrights, patents, trademarks, service marks, trade secrets, moral rights, and other intellectual property rights recognized anywhere in the world.

"**Law**" means all applicable laws, rules, regulations, and other binding requirements of any Governmental Authority.

"**Losses**" means all amounts finally awarded or settled to the third party making a Claim, and all penalties, fines, and reasonable third-party costs (including reasonable legal fees) paid by the indemnified parties, to the extent arising from the Claim.

"**Mark**" means a trademark, service mark, design mark, logo or stylized script.

"**Materials**" means any software, hardware, documents, data, Marks, inventions, or other materials provided by a party.

"**Payment Method**" means a payment method that Stripe accepts as part of the Stripe Payments Services (e.g., a Visa credit card, Klarna).

"**Payment Method Provider**" means the provider of a Payment Method (e.g., Visa Inc., Klarna Bank AB).

"**Payment Method Rules**" means the publicly available guidelines, bylaws, rules, and regulations a Payment Method Provider imposes that describe how a Payment Method may be accepted and used.

"**Personal Data**" means any information relating to an identifiable natural person that is Processed (as defined in the Data Processing Agreement) in connection with the Services, and includes "personal data" as defined in the GDPR and "personal information" as defined in the CCPA.

"**Preview**" means the product release phase "proof of concept", "alpha", "beta", "pilot", "invite only", "private preview", "private developer preview", "public preview", "developer preview", or similar designation.

"**Preview Service**" means any Preview feature or portion of the Services or Stripe Technology.

"**Privacy Policy**" means any or all of a publicly posted privacy policy, privacy notice, data policy, cookies policy, cookies notice, or other similar public policy or public notice that addresses a party's Personal Data practices and commitments.

"**Prohibited and Restricted Business List**" means the list of Prohibited and Restricted Businesses accessible from the Stripe Legal Page.

"**Prohibited or Restricted Business**" means any category of business or business practice for which a Service cannot be used or its use is limited (as applicable), as identified in Stripe's Prohibited and Restricted Businesses List.

"**Protected Data**" means all User Information and Personal Data.

"**Protected Health Information**" has the meaning given to the term "protected health information" in 45 CFR §160.103 (the US Code of Federal Regulations).

"**Regional Terms**" means regional terms specified in this Agreement for User's Stripe Account Country. To the extent of a conflict, the Regional Terms prevail.

"**Representative**" means an individual submitting User's application for a Stripe Account.

"**Reserve**" means collateral funds which Stripe holds and controls to satisfy any liabilities or potential liabilities User incurs under this Agreement, including any funds described as "Reserve" amounts in the Reserve Notice, the Stripe Dashboard or in any other communications to User.

"**Service**" means a service Stripe (or its Affiliate, as applicable) makes available to User, including any service described in the Service Terms. Service excludes all Third-Party Services.

"**Service Terms**" means terms incorporated into this Agreement that apply to particular Services.

"**Stripe**" has the meaning given to it above in this Section 12.

"**Stripe Account**" means a Stripe account through which User accesses the Services.

"**Stripe Account Country**" means the country or region User selected when opening User's Stripe Account and is the country or region where User's business address, as reflected in User's account details, is located, or, in the case of an individual, the country or region where User is doing business.

"**Stripe Account Credentials**" means User's Stripe Account credentials, which includes the Stripe API keys.

"**Stripe API**" means all instances of the Stripe application programming interfaces, including all endpoints that enable Stripe users to use Stripe services.

"**Stripe Consumer Terms of Service**" means the Stripe Consumer Terms of Service accessible from the Stripe Legal Page.

"**Stripe Dashboard**" means the interactive user interface through which a Stripe user may view information about and manage a Stripe Account.

"**Stripe Data**" means data that User obtains via the Services, including (a) information relating to the Stripe API interactions via the Stripe Technology; (b) information Stripe uses for security or fraud prevention; and (c) all aggregated information Stripe generates from the Services.

"**Stripe Entity**" means Stripe or any of its Affiliates.

"**Stripe Financial Services Terms**" means the Stripe Financial Services Terms accessible from the Stripe Legal Page.

"**Stripe Legal Page**" means www.stripe.com/legal.

"**Stripe Output Data**" means any data User receives through the Stripe Services which has been produced or returned by or through the Services, including the Orchestrated Output Data and Stripe Radar Data.

"**Stripe Parties**" means Stripe and its Affiliates, and the directors, employees, and agents of each Stripe Entity.

"**Stripe Pricing Page**" means www.stripe.com/[countrycode]/pricing, where "[countrycode]" means the two-letter abbreviation for the country where a Stripe Account is located, and any other pages on the Stripe Website that are accessible from that page.

"**Stripe Technology**" means all software (including software in the Stripe SDKs), application programming interfaces (including the Stripe API), user interfaces (including the Stripe Dashboard), and other technology that Stripe and its Affiliates use to provide and make the Services available.

"**Stripe Website**" means www.stripe.com.

"**Subscription Plan**" means a Subscription Service's entitlement scope, term length, and pricing plan, as stated on the Stripe Pricing Page, online sign-up page, Documentation, or as otherwise agreed between User and Stripe, including via the Stripe Dashboard.

"**Subscription Service**" means a Service or combination of Services, as applicable, that User pays for on a recurring basis.

"**Taxes**" means any applicable taxes and duties imposed by any Governmental Authority, including sales and use tax, excise tax, gross receipts tax, value-added tax (VAT), goods and services tax (GST) (or equivalent transaction taxes), and withholding tax.

"**Third Party Data**" means data, including Personal Data and Content, from User's third party service providers.

"**Third-Party Service**" means a service, product, or promotion provided by a third party that utilizes, integrates with, or is ancillary to the Services.

"**Transaction**" means a Payment Method transaction request initiated via the Stripe Technology through which Stripe is directed to capture funds for or from a payer's associated account with respect to a payment from a Customer to User, and includes the authorization, settlement, and if applicable, Disputes, Refunds, and Reversals with respect to that Payment Method transaction request.

"**Update**" means a modification, feature enhancement, or update to the Services or Stripe Technology that requires User to take some action, which may include changing User's implementation of the Services or Stripe Technology.

"**User Bank Account**" means a bank or other financial institution account User designates to Stripe.

"**User Bank Account Debit Authorization**" means a debit authorization on the terms specified at www.stripe.com/legal/bank-debit-authorizations.

"**User Compliance Information**" means information about User that Stripe reasonably requires to comply with Law, and Governmental Authority and Financial Provider requirements, and may include information (including Personal Data) about User's representatives, beneficial owners, principals, and other individuals associated with User's Stripe Account.

"**User Entity**" means an individual or entity that is part of the User Group (including you).

"**User Financial Information**" means (a) information about User that Stripe reasonably requires to assess User's business and financial condition and outstanding credit exposure, including financial statements (and, where applicable, unaudited management accounts including a profit and loss account, balance sheet and cash-flow statement) and supporting documentation (including bank statements); (b) information and supporting documentation to enable Stripe to calculate User's risk of loss; and (c) all other information Stripe reasonably requests to assess User's risk and ability to perform its obligations under this Agreement.

"**User Group**" means (a) User; (b) any entity or individual that Stripe reasonably determines is associated with User; and (c) each of User's and their Affiliates that has entered into an agreement with a Stripe Entity under which a Stripe Entity provides services.

"**User Information**" means User Compliance Information and User Financial Information.

13. Regional Terms.

The following Regional Terms apply for the countries or regions below. If there is a conflict between the General Terms and the Regional Terms, the Regional Terms prevail.

If Stripe provides Services in countries not listed in this Section 13, then (i) for countries in the Americas, the Regional Terms for the United States apply, and (ii) for countries in the rest of the world, the Regional Terms for Ireland apply.

United States.

The following Regional Terms apply for Users in the United States.

13.1 Governing Law.

The laws of the state of California are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in San Francisco, California.

(b) The American Arbitration Association ("**AAA"**) will administer the arbitration under the AAA's Commercial Arbitration Rules ("**AAA Rules**").

(c) The arbitrator will apply the substantive law of the State of California and of the United States, excluding their conflict or choice of law rules.

(d) Payment of applicable fees, including filing, administration, and arbitrator fees, will be governed by the AAA Commercial Arbitration Fee schedule.

(e) The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in Section 13.1 referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. Sections 1-16) will govern any arbitration conducted in accordance with this Agreement.

13.2.2 Jurisdiction and Venue.

For any claims that relate to IP Rights, each party consents to exclusive personal jurisdiction in the United States District Court for the Northern District of California, and for all other claims that may not be subject to arbitration or to confirm an arbitrator's award, each party consents to exclusive personal jurisdiction in the federal courts for the Northern District of California and the state courts located in San Mateo County, California.

13.2.3 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.4 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

European Economic Area.

The following Regional Terms apply for Users in the European Economic Area.

13.1 Governing Law.

The laws of Ireland are the Governing Law.

13.2 Dispute Resolution.

13.2.1. Binding Arbitration.

(a) Arbitration will be held in Dublin, Ireland.

(b) The International Chamber of Commerce ("**ICC**") International Court of Arbitration will administer the arbitration under its ICC Rules ("**ICC Rules**").

(c) The arbitrator will apply the laws of Ireland.

(d) The arbitrator may be the same nationality as any of the parties, and must be a member of the Law Society of Ireland or the Bar of Ireland, unless the parties agree otherwise.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Ireland.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.2.4 Insolvency Proceedings.

Nothing in this Agreement will preclude Stripe from making any application or issuing any legal or insolvency proceeding in an appropriate court under insolvency laws in the User's jurisdiction.

United Kingdom, Switzerland, Gibraltar.

The following Regional Terms apply for Users in the United Kingdom, Switzerland and Gibraltar.

13.1 Governing Law.

The laws of England and Wales are the Governing Law.

13.2 Dispute Resolution.

13.2.1. Binding Arbitration.

(a) Arbitration will be held in London, England.

(b) The International Chamber of Commerce ("**ICC"**) International Court of Arbitration will administer the arbitration under its ICC Rules ("**ICC Rules**").

(c) The arbitrator will apply the laws of England and Wales.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of England.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.2.4 Insolvency Proceedings.

Nothing in this Agreement will preclude Stripe from making any application or issuing any legal or insolvency proceeding in an appropriate court under insolvency law in the User's jurisdiction.

13.3 Assignment.

Stripe may novate or transfer this Agreement, or any rights and obligations under it, to any Stripe Affiliate without the User's prior written consent. Stripe may not novate or transfer this Agreement, or its rights and obligations under it, to any other party without the User's prior written consent, which must not be unreasonably withheld or delayed.

Australia.

The following Regional Terms apply for Users in Australia.

13.1 Governing Law

The laws of the state of New South Wales are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration

(a) Arbitration will be held in Sydney, New South Wales, Australia.

(b) The Resolution Institute ("**RI"**) will administer the arbitration under its RI Arbitration Rules ("**RI Rules**").

(c) The arbitrator will apply the substantive law of the State of New South Wales and of Australia, excluding their conflict or choice of law rules. The parties acknowledge that this

Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing, the Commercial Arbitration Act 2010 (NSW) will govern any arbitration conducted in accordance with this Agreement.

(d) The party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of a stenographer at the arbitration hearing, and the costs of the arbitration facility.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in courts of New South Wales, Australia.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Australian Consumer Law.

13.3.1 Non-excludable Conditions.

The disclaimers and limitations of liability in this Agreement will apply notwithstanding the failure of the essential purpose of any limited remedy. To the extent that User acquires goods or services from Stripe as a consumer within the meaning of the Australian Consumer Law as set out in the Competition and Consumer Act 2010 (Cth), User has certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. Nothing in this Agreement operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under Law where to do so would: (a) contravene that law; or (b) cause any term of this agreement to be void (referred to as a "**Non-excludable Condition**").

13.3.2 Limitations on Liability for Breach of Non-excludable Conditions.

The limitations on liability do not apply to Non-excludable Conditions. To the extent that the Australian Consumer Law permits, a party's liability for breach of a Non-excludable Condition is limited, at the party's option, to (i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and (ii) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

13.4 Limitation of Disclaimers.

The disclaimers in this Agreement (including in Section 8.2 (Disclaimers)) do not apply to the extent any losses, damages or costs arise out of Stripe's negligence, fraud or willful misconduct.

13.5 Gross Negligence.

"**Gross Negligence**" means a serious disregard for, or an indifference to, an obvious risk.

13.6 Notice for Stripe's Termination for Convenience.

Section 10.1(b)(ii)(1) (Termination for Convenience) is replaced with the following.

Unless otherwise agreed in writing, Stripe may terminate this Agreement or close User's Stripe Account at any time upon 30 days' notice to User. Stripe will notify User in accordance with Law.

13.7 Modification.

Section 11.8 (Modification) is replaced as follows:

Subject to the requirements of Law, Stripe may reasonably modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Stripe Legal Page or by notifying User. For any material modifications to the Agreement, or modifications reasonably considered to be detrimental to User, Stripe will provide User with reasonable written notice of at least 30 days (or longer period if Law requires). The modified Agreement is effective upon posting or as stated in the notice, if Stripe notifies User as specified above. For the avoidance of doubt, User may terminate the Agreement at any time under Section 10.1(a)(i) (Termination for Convenience). By continuing to use Services after the effective date of any modification to this Agreement, User agrees to be bound by the modified Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

13.8 Interpretation.

The interpretation rule that no provision of this Agreement will be construed against any party on the basis of that party being the drafter only applies to the extent permitted by Law.

13.9 Notice of Assignment.

If Stripe assigns and transfers its rights and obligations under this Agreement as described in Section 11.10 (Assignment), Stripe will provide prior written notice to User.

13.10 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Brazil.

The following Regional Terms apply for Users in Brazil.

13.1 Governing Law.

The laws and regulations of the Federative Republic of Brazil are the Governing Law.

13.2 Dispute Resolution.

This provision supersedes Section 11.4. Each party irrevocably submits to the exclusive personal jurisdiction of, and agrees that any dispute, claim, or controversy will be brought before, the

Judicial District of São Paulo, State of São Paulo, disregarding any other competent court or authority to settle the dispute, and each party waives all objections to that jurisdiction and venue.

13.3 Eligible Age.

User may not use the Services if User or User's representative is under 18 years of age.

13.4 Labor and Environmental Laws.

User warrants that as applicable to User's business and activities, User (i) complies with the labor and environmental Law in force in Brazil; (ii) does not use child or slave labor in User's business; (iii) complies with standards relating to occupational health and safety; (iv) does not directly or indirectly via an Affiliate contract with any third party that does not comply with labor and environmental Laws; (v) will, upon request, present to Stripe all licenses, permits, and other documents User is required to hold under labor and environmental Law; and (vi) will keep Stripe informed about questions, requests, or decisions from applicable Governmental Authorities regarding environmental and labor issues.

13.5 No Debit Authorization.

For the avoidance of doubt, Stripe's right to debit the User Bank Account, the User Bank Account Debit Authorization and related references to such right do not apply.

13.6 Collection of Fees and other Amounts.

Stripe will only deduct, recoup or setoff Fees and other amounts User owes to Stripe under agreements between User and Stripe, and will not include Fees and other amounts owed under other agreements between Stripe and User Affiliates or between User and Stripe Affiliates.

13.7 Indemnification for Fault.

The negligence standard for User's indemnification obligation for Losses in Section 9 (Indemnification) is replaced with fault ("**culpa**"). For purposes of indemnification obligations, any reference to "**negligence**" shall be replaced with "**fault**".

13.8 Limitation of Liability.

Subsections 8.3 and 8.4 of Section 8 (Limitation of Liability) are replaced by the following:

8.3 *Excluded Damages*. Except for Excluded Claims, to the maximum extent permitted by Law, neither party will be liable to the other party or to the other party's Affiliates in connection with this Agreement or the Services, whether during or after the Term, for any lost profits, personal injury, property damage, loss of data, business interruption, or any damages that do not arise directly and immediately from any act or omission of such party (such as indirect, incidental, consequential, exemplary, moral, loss of a chance, or punitive damages), even if such losses, damages, or costs were foreseeable or even if User or Stripe have been advised of their possibility.

8.4 *Limitation of Liability.* Except for Excluded Claims, to the maximum extent permitted by Law, neither party will be liable to the other party or to the other party's Affiliates in connection

with this Agreement or the Services, whether during or after the Term, for any losses, damages, or costs that, in the aggregate, exceed the greater of: (i) the amount of fees actually paid by User to Stripe (excluding fees passed on to Financial Providers) in the 12 months period before the event giving rise to the liability; and (ii) R$2,500.00. User's payment obligations, including Fees, Assessed Fines and Taxes are not limited by this Section 8.4.

13.9 Processing of Personal Data by Stripe, LLC

Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Canada.

The following Regional Terms apply for Users in Canada.

13.1 Governing Law.

The laws of the Province of Ontario are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Toronto, Ontario, Canada.

(b) The International Centre for Dispute Resolution ("**ICDR"**) will administer the arbitration under its Canadian Arbitration Rules.

(c) The arbitrator will apply the substantive law of the Province of Ontario and the federal laws of Canada applicable in that province, excluding their conflict or choice of law rules.

13.2.2 Jurisdiction and Venue.

For all claims not subject to arbitration or to confirm an arbitrator's award, each party consents to exclusive jurisdiction in the courts located in Toronto, Ontario, Canada.

13.2.3 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.4 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the Canadian Arbitration Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If

this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.3 Language.

The parties agree that this Agreement and all related documents will be written in English. Les parties conviennent que le présent Contrat et tous les documents associés seront rédigés en anglais.

13.4 Personal Data processed outside of Canada.

User must disclose to User's Customers in User's Privacy Policy that Personal Data may be transferred, processed, and stored outside of Canada and, as a result, may be subject to disclosure as Law requires. Stripe will not sell or lease Personal Data that Stripe receives from User to any third party.

13.5 Processing of Personal Data by Stripe, LLC

Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Hong Kong.

The following Regional Terms apply for Users in Hong Kong.

13.1 Governing Law.

The laws of Singapore are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Singapore.

(b) The Singapore International Arbitration Centre ("**SIAC**") will administer the arbitration under the SIAC Rules ("**SIAC Rules**").

(c) The arbitrator will apply the laws of Singapore.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Hong Kong.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Third Party Rights.

Unless expressly stated otherwise in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to

enforce or enjoy any benefit under this Agreement. Nothing in this Section affects any rights of any permitted assignee or transferee of this Agreement or any right or remedy of a third party which exists or is available apart from such applicable laws and regulations. Nothing affects Stripe's right to amend, modify, supplement, rescind, replace or vary this Agreement at any time in its discretion and no prior consent from or notice to any such person who is not a party to this Agreement shall be required for Stripe to exercise such rights or to exercise any of Stripe's rights under this Agreement.

India.

The following Regional Terms apply for Users in India.

13.1 Governing Law.

The laws of Bangalore, India are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Bangalore, India.

(b) The Singapore International Arbitration Centre ("**SIAC**") will administer the non-appearance-based arbitration under the SIAC Arbitration Rules ("**SIAC Rules**").

(c) The arbitrator will apply the provisions of the (Indian) Arbitration and Conciliation Act, 1996 (as amended).

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts in Bangalore, India.

13.2.3 Service of Process.

Each party hereby agrees to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.5 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class,

consolidated or representative action. Notwithstanding any other provision of this Agreement or the SIAC Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.3 Electronic Record.

This document is an electronic record in terms of Information Technology Act, 2000 (as amended) and the rules and regulations thereunder (collectively, the "**IT Act**"), and is governed by the IT Act, and all other applicable Laws pertaining to electronic records. By clicking the acceptance button, registering for a Stripe Account, accessing, using or installing the Stripe API, Dashboard, or any part of the Services, User specifically agrees to be bound by the terms and conditions of this Agreement. User's registration for a Stripe Account or access, use or installation of the Stripe API, Dashboard, or any part of the Services, constitutes User's electronic signature, and User consents to electronic provision of all disclosures and notices from Stripe, including those required by Law. User also agrees that User's electronic consent will have the same legal effect as a physical signature.

13.4 Additional Tax Provisions.

Stripe will send User a tax invoice but User is solely responsible for (a) providing Stripe the information necessary to populate the tax invoice in a timely manner; and (b) the accuracy of the information User provides (including the tax registration ID). Without limiting the previous paragraph, User is responsible for paying to the tax authorities the Tax Deducted at Source ("**TDS**") due on the Fees. In order to do so, User must determine the appropriate rate, file the appropriate forms, and make the appropriate TDS payments. After filing and paying the appropriate TDS amount, User will receive a tax certificate from the tax authorities, which shows the exact TDS amount paid under Stripe's Permanent Account Number (AAXCS5874N). If User submits the certificate to Stripe at priority-support-in@stripe.com within 30 days of the certificate's issue date, Stripe will reimburse User for the TDS that User has paid (as shown on the certificate).

Stripe may, in its sole discretion, pay User an advance monthly TDS reimbursement if User provides Stripe a valid Tax Deductor Account Number (TAN). User will file the appropriate forms, make the appropriate TDS payments to the tax authorities, and promptly send Stripe the tax certificate User receives for that payment. If, due to User's acts or omissions, Stripe cannot claim or does not receive a full credit for any TDS that Stripe previously reimbursed to User, Stripe may deduct a corresponding amount from User's Stripe Account. Stripe is not liable for any Taxes, interest or penalty incurred or caused by User's acts or omissions (including User's delay or non-payment of TDS to the tax authorities).

13.5 Security Incident Reporting.

If any security breach, leak, loss, or compromise of Data occurs on User's systems, website, or application, and it affects User's compliance with this Agreement or User's obligations under

applicable Law, User must report the incident in accordance with applicable Law, including User's reporting obligations to the Indian Computer Emergency Response Team (CERT-In).

13.6 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Indonesia.

The following Regional Terms apply for Users in Indonesia.

13.1 Governing Law.

The laws of the Republic of Indonesia are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Singapore.

(b) The Singapore International Arbitration Centre ("**SIAC"**) will administer the arbitration under the SIAC Rules ("**SIAC Rules**").

(c) The arbitrator will apply the laws of Singapore.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Indonesia.

13.2.3 Service of Process.

Each party hereby agrees to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.5 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the SIAC Rules, disputes regarding the interpretation, applicability, or enforceability of this class

waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.3 Provision of Services from Systems located outside of Indonesia.

Stripe will provide some or all of the Service from systems located within the United States or other countries outside of Indonesia. It is User's obligation to disclose to User's Customers that Data may be transferred, processed and stored outside of Indonesia and, as set forth in Stripe's Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from User's Customers all necessary consents under applicable Laws in relation to the foregoing.

13.4 Termination.

User agrees to waive the provisions of Article 1266 paragraphs (2) and (3) of the Indonesian Civil Code and therefore this Agreement may be terminated (either partly or wholly, either temporary or permanently) without the need for a court decision.

13.5 Language.

This Agreement is made in the Bahasa Indonesia language and the English language. In the event of any inconsistency of different interpretation between the Bahasa Indonesia version and the English version, the English version prevails and the Bahasa Indonesia version shall be deemed to be automatically amended (with effect from the date when the English version is brought into force) to make the relevant part of the Bahasa version consistent with the English version. User represents to have read and to fully understand the contents and consequences of this Agreement, and to have made and entered into this Agreement freely and without duress.

13.6 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited, is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Malaysia.

The following Regional Terms apply for Users in Malaysia.

13.1 Governing Law.

The laws of Malaysia are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Kuala Lumpur, Malaysia.

(b) The Asian International Arbitration Centre (Malaysia) ("**AIAC**") will administer the arbitration under the AIAC Arbitration Rules ("**AIAC Rules**").

(c) The arbitrator will apply the laws of Malaysia.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Malaysia.

13.2.3 Service of Process.

Each party hereby agrees to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.5 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the AIAC (Malaysia) Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.3 Provision of Services from Systems located outside of Malaysia.

Stripe will provide some or all of the Service from systems located within the United States or other countries outside of Malaysia. It is User's obligation to disclose to User's Customers that Data may be transferred, processed and stored outside of Malaysia and, as set forth in Stripe's Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from User's Customers all necessary consents under applicable Laws in relation to the foregoing.

13.4 Effectiveness of Modifications of the Terms.

Modifications of the terms of this Agreement will come into effect 10 days after Stripe posts the modified version on the Stripe Legal Page (or, if a longer period is required by applicable Law or specified in a notice by Stripe, that longer period).

13.5 Language.

The parties acknowledge that they have required this Agreement and all related documents to be drawn up in the English language.

13.6 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Mexico.

The following Regional Terms apply for Users in Mexico.

13.1 Governing Law.

The laws of Mexico are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Mexico City, Mexico.

(b) The International Chamber of Commerce ("**ICC**") will administer the arbitration in accordance with its Rules.

(c) The arbitrator will apply the substantive law of Mexico.

13.2.2 Jurisdiction and Venue.

For all claims not subject to arbitration or to confirm an arbitrator's award, each party consents to exclusive jurisdiction in the courts located in Mexico City, Mexico.

13.2.3 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.4 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the ICC Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.3 Provision of Services outside of Mexico.

User is responsible for (a) disclosing to User's Customers that Stripe will provide some or all of the Services using infrastructure located within the United States or other countries outside of Mexico, and that Personal Data may be transferred, processed and stored outside of Mexico; and (b) obtaining from User's Customers all necessary consents under Law related to the transfer, processing or storage of Personal Data outside of Mexico.

13.4 Judicial Notices and Electronic Consent.

User consents to receiving judicial notices at the business address that appears in User's Stripe Account, which is designated as User's legal domicile. User must keep that address updated. User also agrees that User's electronic consent will have the same legal effect as a physical signature, in accordance with article 1803 of the Mexican Federal Civil Code (Código Civil Federal), article 89 and related articles of the Mexican Code of Commerce (Código de Comercio).

13.5 Processing of Personal Data by Stripe, LLC

Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

New Zealand.

The following Regional Terms apply for Users in New Zealand.

13.1 Governing Law.

The laws of New Zealand are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration

(a) Arbitration will be held in Auckland, New Zealand.

(b) The International Centre for Dispute Resolution ("**ICDR**") will administer the arbitration under the International Arbitration Rules (including its expedited procedures where applicable) and the Arbitration Act 1996.

(c) The arbitrator will apply the substantive law of New Zealand, excluding any conflict or choice of law rules.

(d) The party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of a stenographer at the arbitration hearing, and the costs of the arbitration facility.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in courts of New Zealand.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Consumer Guarantees Act / Fair Trading Act.

Services and Stripe Technology are supplied and acquired in trade, and accordingly the parties agree to opt out of the provisions of the New Zealand Consumer Guarantees Act 1993 and

sections 9, 12A, 13 and 14(1) of the New Zealand Fair Trading Act 1986 in respect of the Services and Stripe Technology. User may only use the Services for business purposes.

13.4 Limitation of Indemnity Obligations.

A party's obligations to indemnify the other party do not apply to the extent the Claim or Losses arise out of the other party's breach of this Agreement, negligence, fraud or willful misconduct.

13.5 Limitation of Disclaimers.

The disclaimers in this Agreement (including in Section 8.2 (Disclaimers)) do not apply to the extent any losses, damages or costs arise out of Stripe's negligence, fraud or willful misconduct.

13.6 Gross Negligence.

"**Gross Negligence**" means a serious disregard for, or an indifference to, an obvious risk.

13.7 Notice for Stripe's Termination for Convenience.

Section 10.1(b)(ii)(1) (Termination for Convenience) is replaced with the following.

Unless otherwise agreed in writing, Stripe may terminate this Agreement or close User's Stripe Account at any time upon 30 days' notice to User. Stripe will notify User in accordance with Law.

13.8 Modification.

Section 11.8 (Modification) is replaced as follows:

Subject to the requirements of Law, Stripe may reasonably modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Stripe Legal Page or by notifying User. For any material modifications to the Agreement, or modifications reasonably considered to be detrimental to User, Stripe will provide User with reasonable written notice of at least 30 days (or longer period if Law requires). The modified Agreement is effective upon posting or as stated in the notice, if Stripe notifies User as specified above. For the avoidance of doubt, User may terminate the Agreement at any time under Section 10.1(a)(i) (Termination for Convenience). By continuing to use Services after the effective date of any modification to this Agreement, User agrees to be bound by the modified Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

13.9 Interpretation.

The interpretation rule that no provision of this Agreement will be construed against any party on the basis of that party being the drafter only applies to the extent permitted by Law.

13.10 Notice of Assignment.

If Stripe assigns and transfers its rights and obligations under this Agreement as described in Section 11.10 (Assignment), Stripe will provide prior written notice to User.

13.11 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Japan.

The following Regional Terms apply for Users in Japan.

13.1 Governing Law.

The laws of Japan are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Tokyo, Japan.

(b) The Japan Commercial Arbitration Association ("**JCAA**") will administer the arbitration under the JCAA Commercial Arbitration Rules ("**JCAA Rules**").

(c) The arbitrator will apply the laws of Japan.

(d) The party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of a stenographer at the arbitration hearing, and the costs of the arbitration facility.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the Tokyo District Court or Tokyo Summary Court, whichever has jurisdiction over the matter under the Governing Law.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Anti-Social Forces Representation and Warranty.

User and Stripe each represent on behalf of itself, that neither User or Stripe (a) is an Anti-Social Force, nor are any of User's or Stripe's officers or employees an Anti-Social Force, (b) falls or will fall under any Anti-Social Forces Relationship, or (iii) will carry out or use a third party to carry out any Anti-Social Conduct.

"**Anti-Social Conduct**" means (a) making violent demands; (b) making unreasonable demands exceeding legal entitlement; (c) using threatening behavior or violence in relation to a transaction; (d) spreading false rumors, using fraudulent means, or using force to harm the other party's reputation or business; or (e) other acts similar to any of the above.

"**Anti-Social Force**" means (a) an organized crime group (boryokudan); (b) a member of an organized crime group in the past five years; (c) an associate of an organized crime group; (d) a

corporate racketeer (sokaiya); (e) a social or political movement racketeer that engages in violent or illegal activities seeking improper profits by pretending to engage in social or political movements (shakai undotu hyobo goro); (f) a violent organization employing specialized knowledge (tokushu chinou boryoku shudan tou); or (g) another person or entity similar to any of the above.

"**Anti-Social Forces Relationship**" means any person or entity (a) having a relationship in which Anti-Social Forces control management or are substantially involved in management; (b) having a relationship in which that person or entity improperly benefits from Anti-Social Forces; (c) having a relationship in which funds or favors are provided to Anti-Social Forces; or (d) substantially involved in management having a socially reprehensible relationship with Anti-Social Forces.

13.4 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Singapore.

The following Regional Terms apply for Users in Singapore.

13.1 Governing Law.

The laws of Singapore are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Singapore.

(b) The Singapore International Arbitration Centre ("**SIAC**") will administer the arbitration under the SIAC Rules ("**SIAC Rules**").

(c) The arbitrator will apply the laws of Singapore.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Singapore.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Third Party Rights.

Unless expressly stated otherwise in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy any benefit under this Agreement. Nothing in this Section affects any rights of

any permitted assignee or transferee of this Agreement or any right or remedy of a third party which exists or is available apart from such applicable laws and regulations. Nothing affects Stripe's right to amend, modify, supplement, rescind, replace or vary this Agreement at any time in its discretion and no prior consent from or notice to any such person who is not a party to this Agreement shall be required for Stripe to exercise such rights or to exercise any of Stripe's rights under this Agreement.

13.4 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited, is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Thailand.

The following Regional Terms apply for Users in Thailand.

13.1 Governing Law.

The laws of Thailand are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

Arbitration will be held in Thailand.

The Thailand Arbitration Center ("THAC") will administer the arbitration under the THAC Arbitration Rules ("THAC Rules").

The arbitrator will apply the laws of Thailand.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Thailand.

13.2.3 Service of Process.

Each party hereby agrees to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.5 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the THAC Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.3 Effectiveness of Modifications of the Terms.

Modifications of the terms of this Agreement will come into effect 30 days after Stripe posts the modified version on the Stripe Legal Page (or, if a longer period is required by applicable Law or specified in a notice by Stripe, that longer period).

13.4 Provision of Services from Systems located outside of Thailand.

Stripe will provide some or all of the Service from systems located within the United States or other countries outside of Thailand. It is User's obligation to disclose to User's Customers that Data may be transferred, processed and stored outside of Thailand and, as set forth in Stripe's Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from User's Customers all necessary consents under applicable Laws in relation to the foregoing.

13.5 Language.

The parties acknowledge that they have required this Agreement and all related documents to be drawn up in the English language.

13.6 Additional Tax Provisions.

User must settle Fees and other amounts due to Stripe for a given month on the first of the following month, or, if we notify User of another date, on that date. Unless Stripe notifies User of another method of settlement, the settlement will be made by deducting or setting off amounts that User owes from User's Stripe Account balance, debiting a User Bank Account, or as this Agreement otherwise permits. Stripe may, in its sole discretion, pay User an advance monthly withholding tax reimbursement. User will file the appropriate forms, make the appropriate withholding tax payments to the tax authorities, and promptly send Stripe the tax certificate for that payment. If, due to User's acts or omissions, Stripe cannot claim or does not receive a full credit for any withholding tax that Stripe previously reimbursed to User, Stripe may deduct a corresponding amount from User's Stripe Account. Stripe is not liable for any taxes, interest or penalty incurred or caused by User's acts or omissions (including User's delay or non-payment of withholding tax to the tax authorities).

13.7 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

United Arab Emirates.

The following Regional Terms apply for Users in the United Arab Emirates.

13.1 Governing Law.

The laws of Ireland are the Governing Law.

13.2 Dispute Resolution.

13.2.1. Binding Arbitration.

(a) Arbitration will be held in Dublin, Ireland.

(b) The International Chamber of Commerce ("ICC") International Court of Arbitration will administer the arbitration under its ICC Rules ("ICC Rules").

(c) The arbitrator will apply the laws of Ireland.

(d) The arbitrator may be the same nationality as any of the parties, and must be a member of the Law Society of Ireland or the Bar of Ireland, unless the parties agree otherwise.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Ireland.

13.2.3 Service of Process.

Each party agrees to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.2.5 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the ICC Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.3 Processing, Disclosure and Transfer of Data Outside the United Arab Emirates.

User acknowledges and agrees that Stripe may provide some or all of the Services from systems located in the United States or other countries outside the United Arab Emirates as listed in the Stripe Sub-processors List (as defined in the DPA). In connection with the Services, Stripe and

its Affiliates may collect, access, use, process, store, disclose and transfer outside the United Arab Emirates: (a) Protected Data; (b) Content; (c) Third Party Data; and (d) other data and information relating to User, User's business, User's representatives, employees, contractors and other personnel, Customers, and transactions processed through the Services.

Stripe may disclose or transfer this data and information to its Affiliates, Financial Providers, payment method providers, Card Networks, service providers, professional advisers and Governmental Authorities, including the Central Bank of the United Arab Emirates, as necessary to:

(a) provide, operate, secure, support and improve the Services;

(b) process transactions and perform related reconciliation, settlement, reporting and support activities;

(c) comply with Law, regulatory requirements, Card Network Rules, and requests from Governmental Authorities;

(d) prevent, detect, investigate and manage fraud, money laundering, terrorist financing, security incidents and other unlawful or prohibited activity;

(e) perform identity, verification, credit, risk and compliance checks;

(f) provide products or services requested or enabled by User;

(g) obtain professional advice or services from persons subject to appropriate confidentiality obligations;

(h) facilitate an actual or proposed financing, investment, reorganisation, sale, merger, assignment or other transfer of all or part of Stripe's business or assets, subject to appropriate confidentiality obligations; and

(i) otherwise to provide the Services as set out in the Agreement.

User must provide Customers and other relevant individuals (including Connected Accounts) with all notices required by Law and obtain all rights, permissions and consents necessary to enable Stripe and the recipients described in this section to Process, disclose and transfer their data as described above.

To the extent any data described in this section is Personal Data, the DPA, including the Data Transfers Addendum, governs its processing.

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Chris Ulibarri, Marisol Villarreal-Alonzo

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to execute the Software as a Service Agreement between Hays County and Tyler Technologies related to the cloud-based services for New World. **INGALSBE/ULIBARRI/VILLARREAL-ALONZO/HUNT**

Summary:

The Commissioners Court approved in the Fiscal Year 2027 budget for the IT Department to move New World backups from a server to a cloud-based system. Tyler Technologies requires a Software as a Service Agreement to be executed in order to start the transition and implementation process.

Fiscal Impact:

Amount Requested: $129,500.00
Line Item Number: 001-680-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Software as a service (SAAS) change and implementation for New World ERP was budgeted during the FY27 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Sourcewell Contract 060624-TTI, Expires on 10/25/2028
This current agreement expires on 9.30.2027 and will renew automatically each year. FY2029, this agreement will need to come back to court under Tyler Technologies new purchasing cooperative contract.

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

SaaS Agreement

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell ("Sourcewell") under member number 2795;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party

Product.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.
   6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
   6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
   6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
   6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

6.5. *Password Security*. You are responsible for:

6.5.1. keeping your and your representatives' passwords secure and confidential;

6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and

6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement.

Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
   9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date and ends September 30, 2027. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we

consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.

1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;

1.3.2. modify it to make it non-infringing; or

1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED

UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
      2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Hays County, Texas
By:_____	By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Name:_____

Title:_____

Date:_____

Address for Notices:
Hays County
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666-6247
Attention: _____

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Summer Zwarun
Quote Expiration:	1/13/27
Quote Name:	NW ERP SaaS (Sourcewell Account # 2795)

Billing Address:
Hays County, Tx
712 S Stagecoach Trl Ste 1071
San Marcos TX 78666-6247

Tyler Annual Software - SaaS

Description	Annual
New World ERP	
Financials	
Accounting/General Ledger	$ 22,894.00
Purchase Orders	$ 6,662.00
Requisitions	$ 3,332.00
Bid & Quote Management	$ 3,330.00
Contract Management	$ 3,332.00
Fixed Assets	$ 3,332.00
Bank Reconciliation	$ 2,498.00
Project Accounting	$ 3,332.00
Misc Billing & Receivables	$ 3,332.00

Decision Support Base Datamart		$ 0.00
FM Analytics		$ 2,498.00
eSuite Base (Payments)		$ 6,662.00
eSupplier		$ 3,745.00
User License to Site License		$ 6,239.00
GASB Reporting		$ 6,662.00
Payroll/HR		
Payroll/HR		$ 13,490.00
Position Budgeting		$ 2,498.00
Benefits Administration		$ 2,082.00
Benefits Tracking		$ 2,498.00
Personnel Actions		$ 2,498.00
Employee Event Tracking		$ 2,345.00
Time & Attendance Interface		$ 2,498.00
HR Analytics		$ 3,747.00
eEmployee		$ 6,662.00
eBenefits Admin		$ 3,332.00
Tyler One		
Tyler Products		
Workforce Direct		$ 0.00
	TOTAL	**$ 119,500.00**

Tyler Annual Services

Description	Fee	Annual
New World ERP		
Annual Services		
Premium Cloud Reporting Services	$ 10,000.00	$ 10,000.00
	TOTAL	**$ 10,000.00**

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Planning Services for SaaS Flips	1	$ 2,500	$ 0
ERP Insights			
Saas Flip Install Fee	1	$ 4,000	$ 0
TOTAL		**$ 6,500**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 119,500.00
Total Tyler Services	$ 6,500.00	$ 10,000.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 6,500.00**	**$ 129,500.00**

Comment

Client's Identity Provider is Entra (Azure). IT Contact is Chris Ulibarri <chris.ulibarri@hayscountytx.gov>.

- **Tyler Technologies, Sourcewell account number: # 060624-TTI.**
- **Hays County TX, Sourcewell account number: # 2795.**
- **The total stated within this paperwork includes at least 10% off the standard Tyler rates, in accordance with the Sourcewell Contract.**
- **Annual invoicing to align with existing NW ERP renewal cycle 10/1 - 9/30.**

- **Recurring SaaS fee is based on an annual commitment for up to one hundred (100) concurrent users.**
- **Additional concurrent users will be billed at our then current rate, which is currently $1,750 per user annually.**
- **Recurring SaaS fee is for two environments (Live and Test), with a Hosting minimum difference of $26,000.**

Workforce Direct - The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertation Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or Rapid Identity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information.
Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- SaaS flips include one Live environment and one Test environment for one entity, unless otherwise stated in the contract.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
    - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
- Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services and Other Annual Services. Annual SaaS Fees and other annual services fees, prorated for the period beginning on the commencement of the initial term set forth in Section E(1) of this Agreement and ending September 30, 2027, are invoiced on the initial term commencement date. Thereafter, your annual SaaS fees and annual services fees are invoiced on an annual basis for the period October 1 through September 30. Your annual SaaS fees and annual services fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS Fees shall be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
   2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
   2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.

3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual "Disaster Recovery" and "Tyler Systems Management" services fees, prepaid for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at https://www.tylertech.com/client-terms/equifax-verification-terms-of-service.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: DebtBook End User License Agreement | Tyler Technologies. By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the

terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: https://www.tylertech.com/client-terms/polco-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to modify the Retiree Insurance and Medicare Eligible Retirees sections within the 2B114 Retirement personnel policies effective October 27, 2026. **BECERRA/GRANJENO**

Summary

The Human Resources Department is requesting approval of amendments to the County's Retiree Insurance and Medicare Eligible Retirees policies to update premium contribution provisions, clarify available Medicare coverage options, and strengthen premium payment and collection procedures.
The proposed amendments include:

- **Retiree Premium Contributions:** Remove the fixed percentage-based contribution requirements and establish retiree medical insurance premiums through a tiered rate structure based on years of service and coverage elections, as approved by Commissioners Court.
- **County Contribution Limits:** Remove the existing $12,000 annual cap on County contributions toward eligible retirees' medical insurance premiums. County contribution amounts will continue to be determined annually by Commissioners Court.
- **Medicare Eligible Retirees:** Remove references to the discontinued Silver Choice plan and identify the Hays County Humana Advantage plan as the available Medicare insurance option.
- **Premium Payment Requirements:** Establish a monthly premium payment deadline of the 5th business day and require retirees with outstanding balances to execute a formal payment plan by the 5th business day of the following month.
- **Non-Payment and Coverage Termination:** Establish clear procedures for terminating coverage due to failure to establish a payment plan or two missed scheduled payments, with re-enrollment permitted during the next annual Open Enrollment period upon payment of outstanding balances and satisfaction of eligibility requirements.
- **Payment Plan Authorization:** Adopt a standardized form to document outstanding premiums, repayment schedules, payment methods, and optional automatic bank withdrawal authorization.

These amendments are intended to align the County's retiree insurance policies with current premium structures and available benefit plans while improving consistency, accountability, and financial oversight in the administration of retiree health insurance benefits.

Attachments

Medicare Eligible Retiree Section Updated
Retiree Insurance Section Updated
Payment Plan Form

Medicare Eligible Retirees

Medicare eligible retirees and their spouses have the option to participate in medical insurance plans that coincide with Medicare. Hays County offers Medicare insurance plan Hays County Humana Advantage plan. The Medicare eligible retiree and/or spouse must be enrolled in both Part A and Part B of Medicare. Retirees do not have to participate in Hays County Medicare insurance plans in order for their spouse to participate in one of them. Medicare eligible retirees and their spouses may participate in these plans at their own cost. Once a retiree chooses to enroll with Humana, the retiree and/or the retiree's dependents will not be allowed to return to the Hays County group medical coverage in the future.

Medicare eligible retirees participating in the Hays County Humana Advantage plan may qualify for partially funded health insurance. The portion of the medical premiums paid by Hays County for qualified retirees is determined annually by Commissioners Court. Current and future funding may change or be eliminated at any time based on Commissioners Court approval. Approved funding of retiree insurance will be for retiree medical coverage only and not exceed $12,000 annually. Dependent coverage does not qualify for county funding. For the Medicare eligible retiree to qualify for county funding of medical benefits, the retiree must have at least 20 years continuous service with Hays County and must be currently receiving Hays County funded insurance. Qualified retirees must be retiring with the Texas County and District Retirement System and must have been covered by Hays County medical insurance for at least 75% of their Hays County career. Employees that retired prior to being Medicare eligible must currently receive county funding for all or part of their medical insurance coverage to qualify for the county funding of certain Medicare insurance plans. Qualified Public Safety officers retiring under Disability Retirement will also be given the opportunity to elect a medical insurance plan that coincides with Medicare.

- Qualified Medicare eligible retirees that meet the requirements above, and have 20 years continuous **full-time** service with Hays County will pay nothing towards the cost of the insurance premium to the Hays County Humana Advantage plan.

- Qualified Medicare eligible retirees that meet the requirements above, but whose 20 years of continuous service is not entirely full-time, will pay 25% towards the cost of the insurance premium the Hays County Humana Advantage plan.

Retiree Insurance

Retirees receiving a retirement annuity are eligible to continue insurance coverage through the Hays County group plan at their own cost. Terminating employees that are eligible for retirement but have not elected to receive an annuity are not considered retirees and not eligible for retiree insurance benefits.

Hays County may fund some of the medical insurance premiums for certain qualified retirees. The portion of the medical premiums paid by Hays County for qualified retirees is determined annually by Commissioners Court. Current and future funding may change or be eliminated at any time based on Commissioners Court approval. Dependent coverage does not qualify for county funding. For the retiree to qualify for partial county funding of medical benefits, the retiree must have at least 20 years continuous service with Hays County and must be receiving Hays County funded insurance at the time of retirement. Qualified retirees must be retiring with the Texas County and District Retirement System and have been covered by Hays County medical insurance for at least 75% of their Hays County career.

Monthly insurance premium rates will be determined using a tiered structure based on the retiree's years of service with Hays County, as outlined below:

Plan 1 In & Out of Network

Plan 1	Retiree Monthly Premium (Retired prior to 10/01/02 or without qualifying years of service)	Retiree Monthly Premium (at least 15 years of service [ended 10/31/2017] or with 20 years of service not all full-time [effective 11/1/2017])	Retiree Monthly Premium (20 or more years of service) Effective 11/1/2017
Retiree Only	**$991.60**	**$247.90**	**$148.74**
Retiree + Spouse	**$1,349.11**	**$605.41**	**$506.25**
Retiree + Child(ren)	**$1,252.49**	**$508.79**	**$409.63**
Retiree + Family	**$1,631.05**	**$887.35**	**$788.19**

Plan 2 In Network Only

Plan 2	Retiree Monthly Premium (Retired prior to 10/01/02 or without qualifying years of service)	Retiree Monthly Premium (at least 15 years of service [ended 10/31/2017] or with 20 years of service not all full-time [effective 11/1/2017])	Retiree Monthly Premium (20 or more years of service) Effective 11/1/2017
Retiree Only	$969.38	$242.35	$145.41
Retiree + Spouse	$1,158.48	$457.45	$360.51
Retiree + Child(ren)	$1,140.48	$438.45	$341.51
Retiree + Family	$1,294.38	$592.35	$495.41

Plan 3 High-Deductible Health Plan with Health Savings Account
Hays County Contributes $83.33 per month to the HSA

Plan 3	Retiree Monthly Premium (Retired prior to 10/01/02 or without qualifying years of service)	Retiree Monthly Premium (at least 15 years of service [ended 10/31/2017] or with 20 years of service not all full-time [effective 11/1/2017])	Retiree Monthly Premium (20 or more years of service) Effective 11/1/2017
Retiree Only	$944.38	$236.10	$141.66
Retiree + Spouse	$1,116.38	$408.10	$313.66
Retiree + Child(ren)	$1,100.38	$392.10	$297.66
Retiree + Family	$1,224.38	$516.10	$421.66

Retiree Pays Full Premium	Dental PPO Texas Association of Counties	Superior Vision
Retiree Only	$33.74	$8.10
Retiree + Spouse	$58.24	$17.32
Retiree + Child(ren)	$53.24	$13.36
Retiree + Family	$85.24	$23.96

2027 Tobacco User Fee

The Hays County Tobacco Use Policy and Certification was effective January 1, 2015. This policy applies only to county employees (not spouses or family members) enrolled in a Hays County Group Health Plan. The monthly Tobacco User Fee is $30 for employees certified as a tobacco user. Retirees are not required to sign a new certification unless their status changed from the previous certification. Hays County will continue to rely on the honor system when employees self-report. Hays County offers tobacco cessation help through Texas Association of Counties Tobacco Cessation program.

Retirees may elect to cover the same persons (spouse and/or eligible dependents) who were covered under the retiree's plans at the time of retirement. A retiree's spouse and/or dependents cannot be enrolled in the county's group plan without the retiree also being enrolled. Retirees may not add a spouse or dependents to their retiree insurance at any time after initial enrollment into the retiree insurance plan.

Once a spouse or dependent is no longer covered on the retiree's insurance, they cannot be reinstated at a later date.

Retirees are responsible for paying their monthly insurance premiums to the Hays County Treasurer's Office no later than the 5th business day of the month for which coverage is provided.

Failure to submit payment by the 5th business day of the current month will require the retiree to establish a formal payment plan with the County. The payment plan must be completed, signed by the retiree using the County's Payment Plan Authorization Form, and submitted no later than the 5th business day of the following month.
Failure to establish and authorize a payment plan by this deadline will result in termination of the retiree's insurance coverage for non-payment, effective the last day of the most recent month for which premiums were paid in full.
Retirees participating in an approved payment plan who fail to make two scheduled payments, whether due to insufficient funds, a closed account, declined transactions, or any other reason resulting in non-payment, will also have their insurance coverage terminated effective the last day of the most recent month for which premiums were paid in full.

Termination and Re-Enrollment: Retirees whose insurance coverage is terminated for non-payment will not be eligible for immediate reinstatement. However, they may re-enroll during the County's next annual Open Enrollment period, provided all outstanding premium balances owed to the County have been paid in full and they otherwise meet the County's retiree insurance eligibility requirements.

HAYS COUNTY
RETIREE INSURANCE PAYMENT PLAN & AUTHORIZATION

Submit completed form to the Hays County Treasurer's Office. Payment plans are subject to County approval.

1 Retiree information

Retiree full name: _____	Phone: _____
Mailing address: _____	Email: _____
City / State / ZIP: _____	Retiree ID (if applicable): _____

2 Premiums and payment plan (County to complete with retiree)

Coverage plan / tier: _____	Monthly premium: $_____
Unpaid coverage month(s): _____	Past-due balance: $_____
Current monthly premium due: $_____	Total amount to be paid: $_____
Plan start date: _____	Plan end date: _____

Payments under this plan must cover the agreed past-due balance and any ongoing premiums as scheduled below. Additional rows or a signed schedule may be attached if needed.

Payment #	Due date	Past-due amount	Current premium	Total due
1	_____	$_____	$_____	$_____
2	_____	$_____	$_____	$_____
3	_____	$_____	$_____	$_____
4	_____	$_____	$_____	$_____

Payment method (select one): ☐ ACH / bank account debit (complete Section 3) ☐ Other County-approved method: _____

3 Optional ACH bank debit authorization

Complete this section ONLY if choosing automatic debit from a bank account. Do not email the completed form unless using a County-approved secure method.

Name on bank account: _____
Financial institution: _____
Routing (ABA) number (9 digits): _____
Bank account number: _____
Account type: ☐ Checking ☐ Savings
Authorized debit date(s) / amounts: As specified in the payment schedule in Section 2 (including any signed attachment).

I authorize Hays County, through its designated payment processor, to initiate electronic debits from the account identified above for the amounts and dates specified in the approved payment schedule, and to initiate credits solely to correct an erroneous debit. I confirm that I am an authorized signer on this account. This authorization remains effective for the approved payment plan unless revoked by written notice received in sufficient time for the County and its financial institution to act; revocation does not eliminate amounts owed or the requirement to use another approved payment method.

4 Payment requirements and retiree acknowledgement

- Insurance premiums for the current month are due to the Treasurer's Office by the 5th business day of that month.
- If a monthly premium is not paid by that deadline, a signed Payment Plan Authorization Form must be established and submitted no later than the 5th business day of the following month.
- Failure to establish and authorize a payment plan by that deadline will result in termination of coverage for non-payment, effective the last day of the most recent month for which premiums were paid in full.
- Two missed scheduled payments under an approved plan—including returned ACH debits, insufficient funds, closed accounts, declined transactions, or other non-payment—will also result in termination of coverage effective the last day of the most recent month for which premiums were paid in full.
- After termination for non-payment, immediate reinstatement is not available. Re-enrollment may be requested during the next annual Open Enrollment period only if all outstanding premiums are paid in full and other retiree insurance eligibility requirements are met.
- Any bank fees or payment processing charges, if applicable, will be communicated separately; this form does not establish or authorize an additional County fee.

By signing, I acknowledge that I have reviewed the payment schedule, understand the consequences of missed payments, and agree to pay the amounts due. I understand that completing this form does not waive unpaid premiums or guarantee continued coverage if I fail to comply with the Retiree Insurance policy.

Retiree signature: _____	Date: _____
ACH account holder signature (if different): _____	Date: _____

5 County use only

Date missed premium identified: _____	Payment plan deadline: _____
Date form received: _____	☐ Approved ☐ Not approved
Approved by / title: _____	Approval date: _____
Initial outstanding balance: $_____	Number of scheduled payments: _____
☐ ACH verified through approved secure process ☐ Other method confirmed	
Missed payment #1 / date: _____ Missed payment #2 / date: _____	
Coverage action / effective date (if applicable): _____	

Administrative note: Maintain bank account information only in a restricted, secure payment-processing record. Do not place an unredacted copy in a general personnel file.

AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Erik Granjeno, Director of Human Resources

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to approve the 2027 Employee Wellness Incentive Program Guidelines and amend the personnel policies to incorporate Policy 2B104A – Wellness Leave, effective January 1, 2027. **BECERRA/GRANJENO**

Summary

The Human Resources Department is requesting approval of the 2027 Employee Wellness Incentive Program Guidelines to continue promoting employee health and wellness through annual biometric screenings, reduced medical insurance premiums, and new wellness leave incentive.
The proposed guidelines establish the following provisions:

- **2027 Medical Premiums:** Employees will maintain their wellness or non-wellness premium rates established as of October 1, 2026, throughout the 2027 plan year.
- **2028 Wellness Eligibility:** Employees must complete and verify their biometric wellness screening between January 1 and December 31, 2027, to qualify for the wellness premium rate for the 2028 plan year.
- **New Hire Provision:** Newly hired employees will receive the wellness premium rate for their first three months of medical coverage, allowing time to complete the screening requirements.
- **Screening Options:** Employees may complete screenings through County-sponsored on-site events, at-home screening kits, or qualified healthcare providers.
- **Wellness Leave Incentive:** Benefit-eligible employees who complete and verify their wellness screening will earn up to eight (8) hours of wellness leave annually. Leave must be used by March 31, 2028, and will not be paid out upon separation.

Additionally, Human Resources is requesting the adoption of **Policy 2B104A – Wellness Leave** within the Employee Personnel Policy to formally establish the leave benefit and reference the annual Wellness Incentive Program Guidelines for eligibility requirements, deadlines, and administrative procedures. These updates support the County's ongoing efforts to encourage preventive healthcare, increase employee participation in wellness initiatives, and promote a healthier workforce.

Attachments

2027 Wellness Incentive Program Guidelines
2B104A Wellness Leave Policy

2027 Employee Wellness Incentive Program Guidelines

To continue promoting a culture of health and wellness among Hays County employees, the Human Resources Department will maintain the Wellness Incentive Program, encouraging employees to complete an annual biometric wellness screening to qualify for reduced medical insurance premium rates and earn wellness leave.

The following guidelines establish the program's eligibility requirements, participation deadlines, and incentives for the 2027 plan year.

1. Medical Premium Rates for the 2027 Plan Year

- **Continuation of Current Premium Rates:** Employees will maintain the medical insurance premium rate (wellness or non-wellness) in effect as of October 1, 2026, for the remainder of the 2026 plan year ending December 31, 2026, and throughout the 2027 plan year ending December 31, 2027, except as otherwise provided under the New Hire Wellness Provision.
- **Wellness Rate Eligibility:** Employees who completed their wellness screening and submitted the required verification by September 30, 2026, will continue receiving the wellness premium rate approved by Commissioners Court for the 2027 plan year.
- **Non-Wellness Rate:** Employees who did not complete their wellness screening or submit the required verification by September 30, 2026, will remain on the non-wellness premium rate approved by Commissioners Court for the 2027 plan year.

2. Wellness Requirements for the 2028 Plan Year

- **Participation Period:** Employees must complete a biometric wellness screening between January 1, 2027, and December 31, 2027, to qualify for the wellness premium rate for the 2028 plan year.
- **Verification Requirement:** Employees must submit a completed wellness screening verification form or other acceptable documentation confirming completion of the screening.
- **Wellness Rate Eligibility:** Employees who complete both the screening and verification requirements by December 31, 2027, will qualify for the wellness premium rate for the 2028 plan year.
- **Non-Wellness Rate:** Employees who do not complete the screening and verification requirements by December 31, 2027, will remain on the non-wellness premium rate for the 2028 plan year. **Late submissions will not be accepted.**

3. New Hire Wellness Provision

- **Initial Wellness Rate:** Newly hired employees will automatically receive the wellness premium rate approved by Commissioners Court for the first three months following their medical insurance effective date.
- **Continuation of Existing Eligibility:** The three-month wellness eligibility period will continue to apply to eligible new hires during the remainder of the 2026 plan year and throughout the 2027 plan year. Employees whose initial three-month eligibility period ended on September 30, 2026, will not receive an additional eligibility period.
- **Deadline Exception:** The New Hire Wellness Provision supersedes the County's annual wellness screening deadlines for purposes of the initial three-month premium rate eligibility period.
- **Transition to Non-Wellness Rate:** New hires who do not complete their wellness screening and submit the required verification within their initial three-month eligibility period will transition to the non-wellness premium rate effective the first day of the following month. Thereafter, they may qualify for the wellness rate in accordance with the County's established wellness program requirements and eligibility periods.
    - **Example:** An employee hired on October 1, 2027, whose medical insurance becomes effective November 1, 2027, will receive the wellness premium rate through January 31, 2028. If the employee does not complete and verify the wellness screening by that date, the non-wellness rate will become effective February 1, 2028.
- **Credit for Completed Screenings:** New hires who complete a wellness screening within the County's established annual screening period and submit the required verification will receive credit toward the applicable future plan year's wellness requirement.
    - **Example:** A newly hired employee who completed a qualifying wellness screening in June 2027 and submits the required verification by December 31, 2027, will satisfy the wellness requirement to qualify for the wellness premium rate for the 2028 plan year.

4. Wellness Screening Options

To encourage participation and provide employees with convenient screening options, Hays County will coordinate the following opportunities through Teladoc Health, doing business as Catapult Health:

- **On-Site Screenings:** County-coordinated biometric wellness screening events at designated locations.
- **At-Home Screenings:** At-home wellness screening kits offered through Teladoc Health/Catapult Health.

Employees may also complete their wellness screening through another qualified healthcare provider, provided they submit acceptable documentation verifying completion of the required screening or the county is able to verify completion via claim reporting.

5. Wellness Leave Incentive

Employees who successfully complete their wellness screening and submit the required verification will receive **eight (8) hours of wellness leave**, subject to the following conditions:

- **Eligibility:** Wellness leave will be awarded upon successful completion and verification of the wellness screening requirements.
- **Annual Maximum:** Employees may earn wellness leave only once per plan year, up to a maximum of eight (8) hours.
- **Expiration:** Wellness leave must be used by March 31, 2028. Any unused wellness leave remaining after this date will expire and will no longer be available for use.
- **Use of Leave:** Wellness leave may be taken in the same increments permitted for vacation or sick leave under County policy.
- **Supervisor Approval:** Employees must obtain approval from their supervisor before using wellness leave, consistent with departmental scheduling and operational needs.
- **FLSA Treatment:** Wellness leave does not count as hours worked for purposes of calculating overtime under the Fair Labor Standards Act (FLSA).
- **Separation from Employment:** Any unused wellness leave will be forfeited upon separation from County employment and will not be paid out. Wellness leave may not be used on an employee's last day of employment.

6. Reasonable Accommodations

Employees who are unable to complete the standard wellness screening requirements due to a disability or sincerely held religious belief, practice, or observance may request a reasonable accommodation or alternative method of satisfying the program requirements.

Requests will be reviewed individually by Human Resources in accordance with applicable laws and County procedures. For assistance or to request an accommodation, please contact: Isacc Ramirez, Benefits Manager, Email: isacc.ramirez@hayscountytx.gov

2B104A Wellness Leave

Hays County benefit eligible employees may earn up to eight (8) hours of wellness leave per plan year upon successful completion and verification of the County's annual wellness screening requirements. Wellness leave may be used in the same increments as vacation or sick leave and requires prior supervisor approval. Wellness leave does not count as hours worked for overtime purposes under the Fair Labor Standards Act (FLSA). Unused wellness leave will expire on the date established in the annual Wellness Incentive Program Guidelines, is not payable upon separation from County employment, and may not be used on an employee's last day of employment. Employees may earn wellness leave only once per plan year. For eligibility requirements, verification procedures, and applicable deadlines, refer to the County's Employee Wellness Incentive Program Guidelines.

AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Matthew Gonzales, Health Department Director

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to authorize the Health Department to use the remaining Employee Flu Shots for the public. **COHEN/GONZALES**

Summary

The Health Department Director offered department heads and elected officials the opportunity to schedule employee flu shots for their staff. The department is asking for authorization to use the remaining flu shots to vaccinate the public who are eligible, according to the Adult Safety Net Program or as waived by the Health Department Director for community health needs. Residents who are 18 and over, underinsured, or uninsured would be eligible to receive a flu shot. The department would vaccinate residents who are eligible during walk-ups, or a scheduled appointment at our clinic, and at requested community partner events until all flu shots have been given.

AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Robinson

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize reimbursements for shift backfill, lodging, mileage, overtime, and meal per diems in the amount of $28,445.98 for Emergency Communication Officers Andrew Dunn and Beth Burns whom deployed under the Texas Division of Emergency Management's Incident Support Task Force related to the Fire Season Disaster (2026 TX-TFMS-260001) and amend the budget accordingly. **BECERRA/ROBINSON**

Summary:

The Incident Support Task Force, managed by the Texas Division of Emergency Management, was created to assist jurisdictions that have been impacted by an emergency or disaster to recover more efficiently by starting the recovery process early in the response phase.The ISTF team consists of regional coordinators, finance coordinators, and voluntary agency liaisons throughout the state and specialist positions at TDEM headquarters for community and infrastructure recovery, mass care, voluntary organization coordination, as well as team and programmatic expansion.

Fiscal Impact:

Amount Requested: $28,445.98
Line Item Number: 001-618-99-236]

Budget Office:

Source of Funds: Texas Division of Emergency Management (TDEM)
Budget Amendment Required Y/N?: Yes
Comments: The County utilized its portal to portal reimbursement policy related to ISTF deployments.
$28,445 - Increase Intergovernmental Revenues 001-618-99-236.4301
$10,177 - Increase Salary in Kind 001-618-99-236.5080
$13,897 - Increase Overtime in Kind 001-618-99-236.5081
$4,371 - Increase Travel 001-618-99-236.5501
($10,177) - Decrease Salary in Kind 001-618-23.5080
($13,897) - Decrease Overtime in Kind 001-618-23.5081

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, $28,445.98 in Intergovernmental Revenues
Comments:

Attachments

Burns TIFMAS Reimb.
Dunn TIFMAS Reimb.

Texas Division of Emergency Management

IN STATE MUTUAL AID REIMBURSEMENT INVOICE

Incident/Event:	Wildfire Season 2026 (TX-TFMS-260001)			**Category:**	H - Fire Management
Invoice:	2			**Response:**	
Period Covered:	**From:**	09/09/26	**To:** 09/16/26	**Date Submitted:**	Tuesday, October 20, 2026

Remit Payment To:
(Make Check Payable to and mailing address info)

Hays County
712 S. Stagecoach Trail Ste. 1071
San Marcos, Texas , 78666

Copies of Receipts and Payment Vouchers for each claim are attached: ☑ YES ☐ NO

Force Account Labor Cost

	Time Cost	Benefit Cost	Subtotal
Regular	$ 3,612.34	$ 1,345.00	$ 4,957.34
OT	$ 5,752.31	$ 1,167.72	$ 6,920.03
OT @ Reg	$ -	$ -	$ -
Step-Up	$ -	$ -	$ -

Labor Cost Total = $ 11,877.37

Travel Cost

Meals	$ 441.00	**Mileage (POV)**	$ 345.10
Lodging	$ 1,281.28	**Rental Vehicle**	$ -
Airfare/ Baggage	$ -	**Fuel/Tolls**	$ -

Travel Cost Total	=	$ 2,067.38
Group Meals Cost Total	=	$ -
Force Account Equipment Cost Total	=	$ -
Materials Cost Total	=	$ -
Contract Work Cost Total	=	$ -
Rented Equipment Cost Total	=	$ -
Repairs and Damages Cost Total	=	$ -
INVOICE SUBTOTAL	=	**$ 13,944.75**

Direct Administration Costs (DAC)

Allowable DAC Amt (5% of Invoice Subtotal)	=	$ 697.24
INVOICE TOTAL	=	**$ 14,641.99**

Description of Services Provided:

I certify that the totals for each category/claim are exact costs expended by the Assisting Agency to perform the services requested. All additional supporting documentation not included with this claim will be maintained by the Assisting Agency for *a period of three years following the final payment to TDEM by FEMA. The supporting documentation may be obtained for audit purposes by notifying the Assisting Agency authorized official named herein, or other appropriate persons. * In accordance with 2 CFR 200.333 - Retention Requirements for Records.

Certified and Approved by:

Printed Name: Carmen Glover **Date:** 10/20/2026

Email Address: carmen.glover@hayscountytx.gov **Phone Number:** 512-393-2857

TIFMAS RESOURCE ORDER

TIFMAS Incident Name / Number:

Wildfire Season 2026 (TX-TFMS-260001)

WebEOC Incident Name / Number:

26-0001 - Wildfire Season 2026

Request Number	Needed Date/Time	Resource Requested	Resource Assigned	Assignment	Vehicle License	Ordered Date/Time	24 Hr Agency Contact #	M/D Ind	Estimated Time of Departure	Estimated Time of Arrival	Release Date
E-2039	09/09/26 1500	Truck, pickup - Other	POV	TFMS 26-Overhead	PJL7531	09/06/26 1936	512-738-3479	M	09/09/26 1200	09/09/26 1500	
								D			
Department: Hays County		**County:** Hays	**STAR:** 00-343740	**Cell Contact #:** 512-657-0238	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
E-2039.01	09/09/26 1500	Firefighter	Burns, Beth	TFMS 26-Overhead	PJL7531	09/09/26 1458	512-738-3479	M	09/09/26 1200	09/09/26 1500	
								D			
Department: Hays County		**County:** Hays	**STAR:** 00-343740	**Cell Contact #:** 512-395-5582	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
E-2068	09/10/26 0800	Truck, pickup - Other	Agency Pickup	TFMS 26-Overhead	157-8857	09/09/26 1459	512-944-3111	M	09/09/26 1200	09/09/26 1600	
								D			
Department: Texas Commission on Fire Protection		**County:** Travis	**STAR:** 00-343740	**Cell Contact #:** 512-775-6561	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
E-2068.01	09/10/26 0800	TIFMAS Coordinator	Ryan, TC	TFMS 26-Overhead	157-8857	09/09/26 1514	512-944-3111	M	09/09/26 1200	09/09/26 1600	
								D			
Department: Texas Commission on Fire Protection		**County:** Travis	**STAR:** 00-343740	**Cell Contact #:** 512-775-6561	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
E-2088	09/11/26 0800	Truck, pickup - Other	Unit 2502	TFMS 26-Overhead	WDT-5944	09/10/26 1617	512-963-5939	M	09/10/26 1200	09/10/26 1700	
								D			
Department: City of Kyle		**County:** Hays	**STAR:** 00-343740	**Cell Contact #:** 903-617-9508	**Report to:** TAMFS Lufkin Office (TICC): 155 Texas Forest Service Loop, Lufkin, TX 75904 | POC: Becca Cowan, (903) 926-9591						
E-2088.01	09/11/26 0800	Firefighter	Benson, Caitlin	TFMS 26-Overhead	WDT-5944	09/10/26 1620	512-963-5939	M	09/10/26 1200	09/10/26 1700	
								D			
Department: City of Kyle		**County:** Hays	**STAR:** 00-343740	**Cell Contact #:** 903-617-9508	**Report to:** TAMFS Lufkin Office (TICC): 155 Texas Forest Service Loop, Lufkin, TX 75904 | POC: Becca Cowan, (903) 926-9591						

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/09/2026 Date To: 9/10/2026
Wildfire Season 2026 TX-TFMS-260001	Time From: 1000 Time To: 0000

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/09 1000	Began mobilization to assigned lodging: Hilton Garden Inn 3081 University Dr E, Byan, Room 301
1315	Arrived at assigned lodging location
1500	Arrived at mission assignment: A&M Texas Forest Service 200 Technology Way, Bryan
	initiated check in process at EOC, participated in accelerated orientation and console training.
	Begin of operational period: Received assignment to IA dispatch
1500-2000	Assigned a IADP trainer and began covering all operations in their dispatch with CAD system,
	dispatching units, tracking resources, updating units, radio, and more
2000-0000	Engaged in shift debrief from lufkin dispatch, continued to participate with learning operations
0000	End of operational period: returned of lodging

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/09-09/10

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/10/2026 Date To: 9/11/2026 Time From: 1200 Time To: 0000
Wildfire Season 2026 TX-TFMS-260001	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/10 1200	Began operational period: Participated in shift briefing of all active status, and resource assignments
	from day shift
1200-1800	Processed new wildfire incidents; coordinated initial resource requests.
	Composed targeted mapping of weather forecasts and pipeline locations.
1800-2000	continued support of ongoing incidents; monitored resources and status activity.
	Engaged in shift debrief from Lufkin. Briefed night shift coming in at 2000.
2000-0000	End of operational period: returned to lodging.

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/10-09/11

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/11/2026 Date To: 9/12/2026 Time From: 1200 Time To: 0000
Wildfire Season 2026 TX-TFMS-260001	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/11 1200	Began of operational period: Participated in shift briefing of all active incident status, and resource
	assignments from day shift.
1200-1600	Processed new wildfire incidents; coordinated initial resource requests.
	Composed targeted mapping of weather forecasts and pipeline locations
1600-1800	Continued support of ongoing incidents; monitored resources and status activity.
1800-2200	prepared and disseminated weather forecasts and pipeline, monitored email
2200-0000	checked on units status, made sure all units arrived in quarters and home units safely
0000	Participated in Shift pass on briefing and briefed night shift dispatchers coming in at 2000
0000-0100	End of operational period; returned to lodging

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/11-09/12

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/12/2026 Date To: 9/13/2026 Time From: 2000 Time To: 0800
Wildfire Season 2026 TX-TFMS-260001	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/12 2000	Began of operational period: Participated in shift briefing of all active incident status, and resource
	assignments from day shift.
2000-2100	Participated in shift briefing. Processed new wildfire incidents; coordinated initial resource requests.
	Composed targeted mapping of weather forecasts and pipeline locations
2100-2200	Continued support of ongoing incidents; monitored resources and status activity.
2200-0000	checked on units status, made sure all units arrived in quarters and home units safely
0000-0400	worked on 204s and updated resource list in system to match current assignments for units
0400-0800	Monitored email
0800	Participated in Shift pass on
0800-0900	End of operational period; returned to lodging

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/12-09/13

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/13/2026 Date To: 9/14/2026 Time From: 1600 Time To: 0400
Wildfire Season 2026 TX-TFMS-260001	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/13 1600	Began of operational period: Participated in shift briefing of all active incident status, and resource
	assignments from day shift.
1600-1800	Processed new wildfire incidents; coordinated initial resource requests.
	Composed targeted mapping of weather forecasts and pipeline locations
1800-2000	Continued support of ongoing incidents; monitored resources and status activity.
	Engaged in shift debrief with Lufkin and briefed night shifters coming in at 2000.
2000-0000	checked on units status, made sure all units arrived in quarters and home units safely
0000-0400	worked on 204s and updated resource list in system to match current assignments for units
0400-0500	End of operational period; returned to lodging

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/13-09/14

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/14/2026 Date To: 9/15/2026 Time From: 1200 Time To: 0000
Wildfire Season 2026 TX-TFMS-260001	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/14 1200	Began of operational period: Participated in shift briefing of all active incident status, and resource
	assignments from day shift.
1200-1800	Processed new wildfire incidents; coordinated initial resource requests.
	Composed targeted mapping of weather forecasts and pipeline locations
1800-2000	Continued support of ongoing incidents; monitored resources and status activity.
	Engaged in shift debrief with Lufkin and briefed night shifters coming in at 2000.
2000-0000	checked on units status, made sure all units arrived in quarters and home units safely
0400-0500	End of operational period; returned to lodging

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/14-09/15

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/15/2026 Date To: 9/16/2026 Time From: 1200 Time To: 0000
Wildfire Season 2026 TX-TFMS-260001	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/15 1200	Began operational period: Participated in shift briefing of all active status, and resource assignments
	from day shift
1200-1800	Processed new wildfire incidents; coordinated initial resource requests.
	Composed targeted mapping of weather forecasts and pipeline locations.
1800-2000	continued support of ongoing incidents; monitored resources and status activity.
	Engaged in shift debrief from Lufkin. Briefed night shift coming in at 2000.
2000-0000	checked units' status, made sure all units arrived in quarters and at home units
0000-0100	End of operational period; returned to lodging

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/15-09/16

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 9/16/2026 Date To: 9/16/2026 Time From: 1100 Time To: 1520	
Wildfire Season 2026 TX-TFMS-260001		
3. Name: Beth Burns	**4. ICS Position:** IADP (Trainee)	**5. Home Agency** (and Unit): Hays County Sheriffs Office: Dispatch

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Beth Burns	IADP (Trainee)	Hays County Sheriffs Office: Dispatch

7. Activity Log:

Date/Time	Notable Activities
09/16 1100	Packed gear and checked out of lodging
1200	departed Bryan, TX
1520	Returned home; End of deployment

8. Prepared by: Name: Beth Burns Position/Title: IADP (Trainee) Signature: Beth Burns

ICS 214, Page 1 Date/Time: 09/16-09/16

Hilton Garden Inn - College Station
3081 University Dr E, Bryan 77802
TX US
9797037919
CLLGI_GM@HILTON.COM

Date Range: 2026-09-09 - 2026-09-23
Tax#/ID# :

Guest Folio

Confirmation Number - 3532702689

Primary Guest

Guest Name	Burns, Beth
Address	810 S Stagecoach Trail
City, State, Zip Code	San Marcos TX 78666
Country	US

Stay Details

Check In Date	Sep 09, 2026
Check Out Date	Sep 16, 2026
Room	K1 - 301
Source	OTHER
Guests	1/0

Company Details

Name	
Tax#/ID#	
PO Number	
Account Name	

Other Details

Tax Invoice	
Tax/Fee Exemption	NO
Tax/Fee Exempt Date	

Travel Agent

IATA	
Name	

Date	Type	Description	Amount
Sep 09, 2026	Charge	GUEST ROOM	$157.25
Sep 09, 2026	Tax	RM - STATE TAX 6	$9.44
Sep 09, 2026	Tax	RM - COUNTY TAX 2.75	$4.32
Sep 09, 2026	Tax	RM - CITY TAX 7	$11.01
Sep 09, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.02
Sep 10, 2026	Charge	GUEST ROOM	$157.25
Sep 10, 2026	Tax	RM - STATE TAX 6	$9.44
Sep 10, 2026	Tax	RM - COUNTY TAX 2.75	$4.32
Sep 10, 2026	Tax	RM - CITY TAX 7	$11.01
Sep 10, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.02
Sep 11, 2026	Charge	GUEST ROOM	$157.25
Sep 11, 2026	Tax	RM - STATE TAX 6	$9.44
Sep 11, 2026	Tax	RM - COUNTY TAX 2.75	$4.32
Sep 11, 2026	Tax	RM - CITY TAX 7	$11.01
Sep 11, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.02
Sep 12, 2026	Charge	GUEST ROOM	$157.25
Sep 12, 2026	Tax	RM - STATE TAX 6	$9.44
Sep 12, 2026	Tax	RM - COUNTY TAX 2.75	$4.32
Sep 12, 2026	Tax	RM - CITY TAX 7	$11.01
Sep 12, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.02
Sep 13, 2026	Charge	GUEST ROOM	$157.25
Sep 13, 2026	Tax	RM - STATE TAX 6	$9.44
Sep 13, 2026	Tax	RM - COUNTY TAX 2.75	$4.32
Sep 13, 2026	Tax	RM - CITY TAX 7	$11.01
Sep 13, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.02
Sep 14, 2026	Charge	GUEST ROOM	$157.25
Sep 14, 2026	Tax	RM - STATE TAX 6	$9.44
Sep 14, 2026	Tax	RM - COUNTY TAX 2.75	$4.32
Sep 14, 2026	Tax	RM - CITY TAX 7	$11.01

Check In Time **01:42 PM**
Check Out Time **11:08 AM**

Reservations hgi.com or +1-877-STAY-HGI

Date	Type	Description	Amount
Sep 14, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.02
Sep 15, 2026	Charge	GUEST ROOM	$157.25
Sep 15, 2026	Tax	RM - STATE TAX 6	$9.44
Sep 15, 2026	Tax	RM - COUNTY TAX 2.75	$4.32
Sep 15, 2026	Tax	RM - CITY TAX 7	$11.01
Sep 15, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.02
Sep 16, 2026	Payments	MASTER-0320	($1,281.28)

Summary

Type	Amount
GUEST ROOM	$1,100.75
RM - STATE TAX 6	$66.08
RM - COUNTY TAX 2.75	$30.24
RM - CITY TAX 7	$77.07
RM - STATE COST RECOVERY FEE .65	$7.14
CREDIT CARD	($1,281.28)
Folio Balance	**$0.00**

HAYS COUNTY, TEXAS

AUTO MILEAGE REIMBURSEMENT FORM

NAME: Beth Burns

DEPARTMENT: Hays County Sheriffs Office

MILEAGE PERIOD: 9/9/2026 TO: 9/16/2026 15:20

DATE	PURPOSE OF TRAVEL	FROM	ODOMETER READING	TO	ODOMETER READING	MILES TRAVELED
9/9/2026	Mobilization	Home	94,731	Lodging-Bryan	94,881	150
9/9/2026	Assignment	Lodging	94,881	TFS HQ	94,889	8
9/10/2026	Rehab	TFS HQ	94,889	Lodging-Bryan	94,897	8
9/10/2026	Meal	Lodging	94,897	Restaurant	94,898	1
9/10/2026	Rehab	Restaurant	94,898	Lodging-Bryan	94,899	1
9/10/2026	Assignment	Lodging	94,899	TFS HQ	94,907	8
9/10/2026	Meal	TFS HQ	94,907	Lodging-Bryan	94,915	8
9/10/2026	Back to TFS	Lodging	94,915	TFS HQ	94,923	8
9/11/2026	Rehab	TFS HQ	94,923	Lodging-Bryan	94,931	8
9/11/2026	Assignment	Lodging	94,931	TFS HQ	94,939	8
9/11/2026	Meal	TFS HQ	94,939	Restaurant	94,940	1
9/11/2026	Back to TFS	Restaurant	94,940	TFS HQ	94,941	1
9/12/2026	Rehab	TFS HQ	94,941	Lodging-Bryan	94,949	8
9/12/2026	Assignment	Lodging	94,949	TFS HQ	94,957	8
9/13/2026	Rehab	TFS HQ	94,957	Lodging-Bryan	94,965	8
9/13/2026	Supplies	Lodging	94,965	Store/restaurant	94,977	12
9/13/2026	Rehab	Restaurant	94,977	Lodging-Bryan	94,989	12
9/13/2026	Assignment	Lodging	94,989	TFS HQ	94,997	8
9/14/2026	Rehab	TFS HQ	94,997	Lodging-Bryan	95,005	8
9/14/2026	Assignment	Lodging	95,005	TFS HQ	95,013	8
9/15/2026	Rehab	TFS HQ	95,013	Lodging-Bryan	95,021	8
9/15/2026	Assignment	Lodging	95,021	TFS HQ	95,029	8
9/15/2026	Meal	TFS HQ	95,029	Restaurant	95,036	7
9/15/2026	Back to TFS	Restaurant	95,036	TFS HQ	95,043	7
9/16/2026	Rehab	TFS HQ	95,043	Lodging-Bryan	95,051	8
9/16/2026	Gas/Valero	Lodging	95,051	Gas/Valero	95,055	4
9/16/2026	Rehab	Gas/Valero	95,055	Lodging-Bryan	95,059	4
9/16/2026	Home	Lodging	95,059	Home	95,207	148

TOTAL MILEAGE DRIVEN:		476
@ .725 Cents per mile		X .725
TOTAL REIMBURSEMENT	$	345.10

CERTIFICATION BY EMPLOYEE:

"I hereby certify that the above automobile mileage was driven by me in my personally owned vehicle in the performance of my

Beth Burns

Signature of Employee Date

9-23-26

Signature of Supervisor Date

HAYS COUNTY, TEXAS

TRAVEL EXPENSE FORM

NAME OF PERSON SUBMITTING REPORT: Beth Burns

PURPOSE OF TRAVEL: TIFMAS DEPLOYMENT

DESTINATION: College Station | DEPARTURE DATE and TIME: 9/9/2026 @ 1000 | RETURN DATE and TIME: 9/16/2026 @ 1520

MEALS AND LODGING: Meals are reimbursed at the flat rate listed. ***Please note that all meals are taxable as wages when travel does not include overnight stay. Taxes will be withheld through payroll on your month end paycheck.** Receipts for all other expenses are necessary for reimbursement. **Please attach a copy of the Conference/Meeting Program. Departure/Return time must be completed in order to process.**

DATE	BREAKFAST ($16.00 per day) *Meal reimbursements are taxable wages if not traveling overnight.	LUNCH ($19.00 per day)	DINNER ($28.00 per day)	ACTUAL LODGING EXPENSE	DAILY TOTAL
9/9/2026		$ 19.00	$ 28.00		$ 47.00
9/10/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
9/11/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
9/12/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
9/13/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
9/14/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
9/15/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
9/16/2026	$ 16.00				$ 16.00

TOTAL MEALS AND LODGING: $ 441.00

TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach travel ticket)

Personal Auto 476 Miles @ .725 Cents per Mile (shortest route): $ 345.10

Other Travel or Transportation Expense (complete in detail-attach receipts):

TOTAL TRAVEL AND TRANSPORTATION: $ 345.10

OTHER EXPENSES

Conference Registration (attach receipts and copy of program):

Other Expense (explain and attach receipts):

TOTAL OTHER EXPENSES: $ -

TOTAL THIS TRAVEL EXPENSE FORM: $ 786.10

TOTAL PRISONER EXPENSE FORM (IF APPLICABLE):

DEDUCT TRAVEL ADVANCE (Shown as negative number):

REQUEST FOR REIMBURSEMENT - OR (DUE TO COUNTY): $ 786.10

CERTIFICATION BY EMPLOYEE:

"I certify that the expenses as shown on this form are true and correct statements of expenses incurred by me while traveling on official county business."

Beth Burns — Signature of Employee — 10/07/26 — Date

CERTIFICATION OF OFFICIAL OR DEPARTMENT HEAD:

"I certify that the above named employee received proper authorization for official county travel. I have examined the request for reimbursement and approve the same for payment."

Signature of Official or Department Head — 10-7-26 — Date

Texas Division of Emergency Management

IN STATE MUTUAL AID REIMBURSEMENT INVOICE

Incident/Event:	Wildfire Season 2026 (TX-TFMS-260001)				**Category:**	H - Fire Management
Invoice:	1				**Response:**	
Period Covered:	**From:**	09/16/26	**To:**	09/23/26	**Date Submitted:**	Tuesday, October 20, 2026

Remit Payment To:
(Make Check Payable to and mailing address info)

Hays County
712 S. Stagecoach Trail Ste. 1071
San Marcos, Texas , 78666

Copies of Receipts and Payment Vouchers for each claim are attached: ☑ YES ☐ NO

Force Account Labor Cost

	Time Cost	Benefit Cost	Subtotal
Regular	$ 2,768.02	$ 1,097.12	$ 3,865.14
OT	$ 5,800.15	$ 1,177.43	$ 6,977.58
OT @ Reg	$ -	$ -	$ -
Step-Up	$ -	$ -	$ -

Labor Cost Total = $ 10,842.72

Travel Cost

Meals	$ 422.00	**Mileage (POV)**	$ 440.08
Lodging	$ 1,441.86	**Rental Vehicle**	$ -
Airfare/ Baggage	$ -	**Fuel/Tolls**	$ -

Travel Cost Total	=	$ 2,303.94
Group Meals Cost Total	=	$ -
Force Account Equipment Cost Total	=	$ -
Materials Cost Total	=	$ -
Contract Work Cost Total	=	$ -
Rented Equipment Cost Total	=	$ -
Repairs and Damages Cost Total	=	$ -
INVOICE SUBTOTAL	=	**$ 13,146.66**

Direct Administration Costs (DAC)

Allowable DAC Amt (5% of Invoice Subtotal)	=	$ 657.33
INVOICE TOTAL	=	**$ 13,803.99**

Description of Services Provided:

I certify that the totals for each category/claim are exact costs expended by the Assisting Agency to perform the services requested. All additional supporting documentation not included with this claim will be maintained by the Assisting Agency for *a period of three years following the final payment to TDEM by FEMA. The supporting documentation may be obtained for audit purposes by notifying the Assisting Agency authorized official named herein, or other appropriate persons. * In accordance with 2 CFR 200.333 - Retention Requirements for Records.

Certified and Approved by:

Printed Name: Carmen Glover **Date:** 10/20/2026

Email Address: carmen.glover@hayscountytx.gov **Phone Number:** 512-393-2857

TIFMAS RESOURCE ORDER

TIFMAS Incident Name / Number:

Wildfire Season 2026 (TX-TFMS-260001)

WebEOC Incident Name / Number:

26-0001 - Wildfire Season 2026

Request Number	Needed Date/Time	Resource Requested	Resource Assigned	Assignment	Vehicle License	Ordered Date/Time	24 Hr Agency Contact #	M/D Ind	Estimated Time of Departure	Estimated Time of Arrival	Release Date
E-1390.01	03/18/26 0900	TIFMAS Coordinator	Taylor, Kyle	TFMS 26-Overhead	163-0378	03/19/26 1203	512-757-2444	M	03/18/26 0630	03/18/26 0900	03/21/26
								D	03/22/26 0800	03/22/26 1100	
Department: Kyle Fire Department (Hays County ESD #5)		**County:** Hays	**STAR:** 00-343740	**Cell Contact #:** 512-657-0238	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
E-1408	03/20/26 1800	Truck, pickup - Other	POV	TFMS 26-Overhead		03/19/26 1815	512-738-3479	M	03/20/26 1400	03/20/26 1700	04/03/26
								D	04/03/26 1700	04/04/26 2030	
Department: North Hays County VFD (Hays County ESD #6)		**County:** Hays	**STAR:** 00-343740	**Cell Contact #:** 512-529-0135	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
04/06/26 1102: Released to Home Unit | Release Date: 4/3/2026 | ETD: 4/3/2026 5:00:00 PM - ETA: 4/4/2026 8:30:00 PM											
E-1408.01	03/20/26 1800	Technical Specialist	Dunn, Andrew	TFMS 26-Overhead		03/19/26 1817	512-738-3479	M	03/20/26 1400	03/20/26 1700	04/03/26
								D	04/03/26 1700	04/04/26 2030	
Department: North Hays County VFD (Hays County ESD #6)		**County:** Hays	**STAR:** 00-343740	**Cell Contact #:** 512-529-0135	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
04/06/26 1102: Released to Home Unit | Release Date: 4/3/2026 | ETD: 4/3/2026 5:00:00 PM - ETA: 4/4/2026 8:30:00 PM											
E-1409	03/23/26 0800	Truck, pickup - Other	Agency Pickup	TFMS 26-Overhead	157-8857	03/22/26 1414	512-944-3111	M	03/22/26 1200	03/22/26 1700	03/27/26
								D	03/28/26 0800	03/28/26 1300	
Department: Texas Commission on Fire Protection		**County:** Travis	**STAR:** 00-343740	**Cell Contact #:** 512-775-6561	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
04/01/26 1037: Released to Home Unit | Release Date: 3/27/2026 | ETD: 3/28/2026 8:00:00 AM - ETA: 3/28/2026 1:00:00 PM											
E-1409.01	03/23/26 0800	Agency Representative	Ryan, TC	TFMS 26-Overhead	157-8857	03/22/26 1416	512-944-3111	M	03/22/26 1200	03/22/26 1700	03/27/26
								D	03/28/26 0800	03/28/26 1300	
Department: Texas Commission on Fire Protection		**County:** Travis	**STAR:** 00-343740	**Cell Contact #:** 512-775-6561	**Report to:** TAMFS HQ College Station: 200 Technology Way, College Station, TX 77845 | POC: Kyle Mills, (214) 809-6931						
04/01/26 1037: Released to Home Unit | Release Date: 3/27/2026 | ETD: 3/28/2026 8:00:00 AM - ETA: 3/28/2026 1:00:00 PM											

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/16/2026 Date To: 09/16/2026 Time From: 0330 Time To: 2000
2026 Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	HCSO Communications

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	HCSO Communications

7. Activity Log:

Date/Time	Notable Activities
09/16/2026	
0330	Left home base for Lubbock
0800	Arrived and reported to Lubbock TFS Communications center
0900	Received re-assignment orders to College Station, departed from Lubbock
1100	Arrived at College Station, reported to B. Jackson at TFS Communications
1200-1400	Received supplemental training and technology onboarding
1400-2000	Performed intake of new fire starts, updated existing fires, and managed weather forecasts and pipeline mapping

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/16/2026

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/17/2026 Date To: 09/17/2026 Time From: 0730 Time To: 2030
2026 Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	Hays County Sheriff's Office

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	Hays County Sheriff's Office

7. Activity Log:

Date/Time	Notable Activities
09/17/2026	
0730	Departed lodging
0800-0900	Start of shift, received shift pass-on briefing, assigned to monitor new and ongoing starts
0900-2000	Continued training, observed personnel process new starts and assisted with maintaining
	informational updates, process resource requests (pipeline mapping, SPOT forecasts)
	and maintain status checks on incidents
2000-2030	Return to lodging RON

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/17/2026

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/18/2026 Date To: 09/19/2026 Time From: 1130 Time To: 0030
2026 Texas Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	Hays County Sheriff's Office

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	Hays County Sheriff's Office

7. Activity Log:

Date/Time	Notable Activities
09/18/2026	
1130-1200	Departed from lodging
1200-1230	Checked in with EOC at College Station, registered self and vehicle for check-in
1230-2359	Received shift pass-on briefing, received assignment to coordinate regions 4-6, inputted new starts, updated existing fires, processed data requests (SPOT forecasts, pipeline mapping), and relayed resource orders
09/19/2026	
0000-0030	Returned to lodging, logged via telegram comms channel

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/18/2026

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/19/2026 Date To: 09/20/2026 Time From: 1130 Time To: 0030
2026 Texas Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	Hays County Sheriff's Office

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	Hays County Sheriff's Office

7. Activity Log:

Date/Time	Notable Activities
09/19/2026	
1130-1200	Departed lodging to College Station
1200-1215	Received shift briefing and region assignment
1215-2359	Processed new wildfire starts and maintained documentation for ongoing incidents
	throughout the assigned region. Conducted hourly check-ins with Incident Commanders to
	obtain current acreage, containment, resource status, and other significant incident
	updates. Coordinated and provided requested SPOT weather forecasts and pipeline
	information to field personnel as needed. Received resource requests from incidents,
	documented requests, and forwarded aviation-related needs to appropriate aircraft
	personnel for coordination. Maintained situational awareness of regional fire activity
	and updated incident and resource tracking information throughout the operational period.
09/20/2026	
0000-0030	Returned to lodging. Logged via telegram comms channel.

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/19/2026

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/20/2026 Date To: 09/21/2026 Time From: 1130 Time To: 0030
2026 Texas Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	Hays County Sheriff's Office

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	Hays County Sheriff's Office

7. Activity Log:

Date/Time	Notable Activities
09/20/2026	
1130-1200	Departed lodging to College Station
1200-1215	Received shift briefing and region assignment
1215-2359	Processed new wildfire starts and maintained documentation for ongoing incidents
	throughout the assigned region. Conducted hourly check-ins with Incident Commanders to
	obtain current acreage, containment, resource status, and other significant incident
	updates. Coordinated and provided requested SPOT weather forecasts and pipeline
	information to field personnel as needed. Received resource requests from incidents,
	documented requests, and forwarded aviation-related needs to appropriate aircraft
	personnel for coordination. Maintained situational awareness of regional fire activity
	and updated incident and resource tracking information throughout the operational period.
09/21/2026	
0000-0030	Returned to lodging. Logged via telegram comms channel.

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/20/2026

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/21/2026 Date To: 09/22/2026 Time From: 1130 Time To: 0030
2026 Texas Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	Hays County Sheriff's Office

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	Hays County Sheriff's Office

7. Activity Log:

Date/Time	Notable Activities
09/21/2026	
1130-1200	Departed lodging to College Station
1200-1215	Received shift briefing and region assignment
1215-2359	Processed new wildfire starts and maintained documentation for ongoing incidents
	throughout the assigned region. Conducted hourly check-ins with Incident Commanders to
	obtain current acreage, containment, resource status, and other significant incident
	updates. Coordinated and provided requested SPOT weather forecasts and pipeline
	information to field personnel as needed. Received resource requests from incidents,
	documented requests, and forwarded aviation-related needs to appropriate aircraft
	personnel for coordination. Maintained situational awareness of regional fire activity
	and updated incident and resource tracking information throughout the operational period.
09/22/2026	
0000-0030	Returned to lodging. Logged via telegram comms channel.

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/21/2026

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/22/2026 Date To: 09/23/2026 Time From: 1130 Time To: 0030
2026 Texas Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	Hays County Sheriff's Office

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	Hays County Sheriff's Office

7. Activity Log:

Date/Time	Notable Activities
09/22/2026	
1130-1200	Departed lodging to College Station
1200-1215	Received shift briefing and region assignment
1215-2359	Processed new wildfire starts and maintained documentation for ongoing incidents
	throughout the assigned region. Conducted hourly check-ins with Incident Commanders to
	obtain current acreage, containment, resource status, and other significant incident
	updates. Coordinated and provided requested SPOT weather forecasts and pipeline
	information to field personnel as needed. Received resource requests from incidents,
	documented requests, and forwarded aviation-related needs to appropriate aircraft
	personnel for coordination. Maintained situational awareness of regional fire activity
	and updated incident and resource tracking information throughout the operational period.
09/23/2026	
0000-0030	Returned to lodging. Logged via telegram comms channel.

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/22/2026

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 09/23/2026 Date To: 09/23/2026 Time From: 1000 Time To: 1200
2026 Texas Wildfires	

3. Name:	4. ICS Position:	5. Home Agency (and Unit):
Andrew Dunn	IADP	Hays County Sheriff's Office

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Andrew Dunn	IADP	Hays County Sheriff's Office

7. Activity Log:

Date/Time	Notable Activities
09/23/2026	
1000	Departed lodging for home base
1200	Arrived home, documented via telegram comms channel

8. Prepared by: Name: Andrew Dunn Position/Title: IADP Signature: [signature]

ICS 214, Page 1 Date/Time: 09/23/2026

Hilton Garden Inn - College Station
3081 University Dr E, Bryan 77802
TX US
9797037919
CLLGI_GM@HILTON.COM

Date Range: 2026-09-16 - 2026-09-23
Tax#/ID# :

Guest Folio

Confirmation Number - 3536477668

Primary Guest

Guest Name	Dunn, Andrew
Address	216 Flint ridge apt 7203
City, State, Zip Code	San Marcos TX 78666
Country	US

ADDN GUESTS

Hilton Honors

S SILVER
2722782964

Stay Details

Check In Date	Sep 16, 2026
Check Out Date	Sep 23, 2026
Room	Q2 - 322
Source	OWN HOTEL
Guests	1/0

Company Details

Name	
Tax#/ID#	
PO Number	
Account Name	

Other Details

Tax Invoice	
Tax/Fee Exemption	NO
Tax/Fee Exempt Date	

Travel Agent

IATA	
Name	

Date	Type	Description	Amount
Sep 16, 2026	Charge	GUEST ROOM	$176.95
Sep 16, 2026	Tax	RM - STATE TAX 6	$10.62
Sep 16, 2026	Tax	RM - COUNTY TAX 2.75	$4.87
Sep 16, 2026	Tax	RM - CITY TAX 7	$12.39
Sep 16, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.15
Sep 17, 2026	Charge	GUEST ROOM	$176.95
Sep 17, 2026	Tax	RM - STATE TAX 6	$10.62
Sep 17, 2026	Tax	RM - COUNTY TAX 2.75	$4.87
Sep 17, 2026	Tax	RM - CITY TAX 7	$12.39
Sep 17, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.15
Sep 18, 2026	Charge	GUEST ROOM	$176.95
Sep 18, 2026	Tax	RM - STATE TAX 6	$10.62
Sep 18, 2026	Tax	RM - COUNTY TAX 2.75	$4.87
Sep 18, 2026	Tax	RM - CITY TAX 7	$12.39
Sep 18, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.15
Sep 19, 2026	Charge	GUEST ROOM	$176.95
Sep 19, 2026	Tax	RM - STATE TAX 6	$10.62
Sep 19, 2026	Tax	RM - COUNTY TAX 2.75	$4.87
Sep 19, 2026	Tax	RM - CITY TAX 7	$12.39
Sep 19, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.15
Sep 20, 2026	Charge	GUEST ROOM	$176.95
Sep 20, 2026	Tax	RM - STATE TAX 6	$10.62
Sep 20, 2026	Tax	RM - COUNTY TAX 2.75	$4.87
Sep 20, 2026	Tax	RM - CITY TAX 7	$12.39
Sep 20, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.15
Sep 21, 2026	Charge	GUEST ROOM	$176.95
Sep 21, 2026	Tax	RM - STATE TAX 6	$10.62
Sep 21, 2026	Tax	RM - COUNTY TAX 2.75	$4.87
Sep 21, 2026	Tax	RM - CITY TAX 7	$12.39

Check In Time **08:51 PM**
Check Out Time **09:44 AM**

Reservations hgi.com or +1-877-STAY-HGI

Date	Type	Description	Amount
Sep 21, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.15
Sep 22, 2026	Charge	GUEST ROOM	$176.95
Sep 22, 2026	Tax	RM - STATE TAX 6	$10.62
Sep 22, 2026	Tax	RM - COUNTY TAX 2.75	$4.87
Sep 22, 2026	Tax	RM - CITY TAX 7	$12.39
Sep 22, 2026	Tax	RM - STATE COST RECOVERY FEE .65	$1.15
Sep 23, 2026	Payments	MASTER-0056	($1,441.86)

Summary

Type	Amount
GUEST ROOM	$1,238.65
RM - STATE TAX 6	$74.34
RM - COUNTY TAX 2.75	$34.09
RM - CITY TAX 7	$86.73
RM - STATE COST RECOVERY FEE .65	$8.05
CREDIT CARD	($1,441.86)
Folio Balance	**$0.00**

HAYS COUNTY, TEXAS

TRAVEL EXPENSE FORM

NAME OF PERSON SUBMITTING REPORT: Andrew Dunn

PURPOSE OF TRAVEL: TIFMAS Deployment

DESTINATION: College Station DEPARTURE DATE and TIME: 09/16/2026 RETURN DATE and TIME: 09/23/2026

MEALS AND LODGING: Meals are reimbursed at the flat rate listed. ***Please note that all meals are taxable as wages when travel does not include overnight stay. Taxes will be withheld through payroll on your month end paycheck.** Receipts for all other expenses are necessary for reimbursement. **Please attach a copy of the Conference/Meeting Program. Departure/Return time must be completed in order to process.**

DATE	BREAKFAST ($16.00 per day)	LUNCH ($19.00 per day)	DINNER ($28.00 per day)	ACTUAL LODGING EXPENSE	DAILY TOTAL
	*Meal reimbursements are taxable wages if not traveling overnight.				
09/16/2026			$ 28		$ 28 -
09/17/2026	$ 16	$ 19	$ 28		$ 63 -
09/18/2026	$ 16	$ 19	$ 28		$ 63 -
09/19/2026	$ 16	$ 19	$ 28		$ 63 -
09/20/2026	$ 16	$ 19	$ 28		$ 63 -
09/21/2026	$ 16	$ 19	$ 28		$ 63 -
09/22/2026	$ 16	$ 19	$ 28		$ 63 -
09/23/2026	$ 16				$ 16 -

TOTAL MEALS AND LODGING: $ 422 -

TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach travel ticket)

Personal Auto 607 Miles @ .725 Cents per Mile (shortest route): $ 440.08 -

Other Travel or Transportation Expense (complete in detail-attach receipts):

TOTAL TRAVEL AND TRANSPORTATION: $ 440.08 -

OTHER EXPENSES

Conference Registration (attach receipts and copy of program):

Other Expense (explain and attach receipts):

TOTAL OTHER EXPENSES: $ -

TOTAL THIS TRAVEL EXPENSE FORM: $ -

TOTAL PRISONER EXPENSE FORM (IF APPLICABLE):

DEDUCT TRAVEL ADVANCE (Shown as negative number):

REQUEST FOR REIMBURSEMENT - OR (DUE TO COUNTY): $ 862.08

CERTIFICATION BY EMPLOYEE:

"I certify that the expenses as shown on this form are true and correct statements of expenses incurred by me while traveling on official county business."

Signature of Employee — Date: 10/05/2026

CERTIFICATION OF OFFICIAL OR DEPARTMENT HEAD:

"I certify that the above named employee received proper authorization for official county travel. I have examined the request for reimbursement and approve the same for payment."

Signature of Official or Department Head — Date: 10-8-26

HAYS COUNTY, TEXAS

AUTO MILEAGE REIMBURSEMENT FORM

NAME: Andrew Dunn

DEPARTMENT: Hays County Sheriff's Office - CECC

MILEAGE PERIOD: 129028 TO: 129720

DATE	PURPOSE OF TRAVEL	FROM	ODOMETER READING	TO	ODOMETER READING	MILES TRAVELED
09/16/2026	To Assignment	Home Base	129028	Lufkin	129257	229 -
09/16/2026	To new Assmt.	Lufkin	129257	College Station	129371	114 -
09/16/2026	Lodging	TFS - College St.	129371	Hotel - Bryan	129383	12 -
09/17/2026	Assignment	Hotel	129383	TFS	129392	9 -
09/17/2026	Lodging	TFS	129392	Hotel	129408	16 -
09/18/2026	Assignment	Hotel	129408	TFS	129418	10 -
09/19/2026	Lodging	TFS	129418	Hotel	129428	10 -
09/19/2026	Assignment	Hotel	129428	TFS	129438	10 -
09/20/2026	Lodging	TFS	129438	Hotel	129449	11 -
09/20/2026	Assignment	Bryan	129454	TFS	129465	11 -
09/21/2026	Lodging	TFS	129465	Hotel	129474	9 -
09/21/2026	Assignment	Hotel	129474	TFS	129486	12 -
09/22/2026	Lodging	TFS	129486	Hotel	129498	13 -
09/22/2026	Assignment	Hotel	129498	TFS	129509	11 -
09/23/2026	Lodging	TFS	129509	Hotel	129520	11 -
09/23/2026	Return Home	Hotel - Bryan	129520	Home	129639	119 -
						-
						-
						-
						-
						-
						12

TOTAL MILEAGE DRIVEN:

@ .725 Cents per mile 607 X .725

TOTAL REIMBURSEMENT $ 440.08 -

CERTIFICATION BY EMPLOYEE:

"I hereby certify that the above automobile mileage was driven by me in my personally owned vehicle in the performance of my

[signature] 10/05/2026

Signature of Employee Date

[signature] 10-5-26

Signature of Supervisor Date

AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: BOUTTE/HALL/KEY

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor, FY27 Specialty Court Grant Program for the DWI/Drug Court Program in the amount of $190,955.65 and amend the budget accordingly. **BECERRA/INGALSBE/BOUTTE/HALL/KEY**

Summary:

The DWI/Drug Court program will use grant funds to support training for staff, treatment services for participants, and to cover costs associated with substance abuse testing and alcohol monitoring. A contract with Community Supervision and Corrections Department will be brought back to Commissioners Court to provide court-mandated supervision covered by grant funds. There is no match required for this grant.

Grant contract: 5709901
Grant period: 10/01/2026 - 09/30/2027

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-608-99-245]
001-612-99-245]

Budget Office:

Source of Funds: Office of the Governor, FY27 Speciality Court Grant Program
Budget Amendment Required Y/N?: Yes
Comments:
$84,312 - Increase Intergovernmental Revenues 001-608-99-245.4301
$80,137 - Increase Contract Services 001-608-99-245.5448
$4,175 - Increase Continuing Education 001-608-99-245.5551

$106,644 - Increase Intergovernmental Revenues 001-612-99-245.4301
$103,785 - Increase Contract Services 001-612-99-245.5448
$2,859 - Increase Continuing Education 001-612-99-245.5551

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: applicable expenses must follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $190,955.65 in Intergovernmental Revenues
Comments:

Attachments

Budget
Grant Award

Print This Page

Agency Name: Hays County
Grant/App: 5709901 **Start Date:** 10/1/2026 **End Date:** 9/30/2027

Project Title: Drug Court Improvement
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Costs for program participants to attend Intensive Outpatient Treatment (IOP) through Community Supervision and Corrections Department. IOP services are charged as a one time fee of $150 per participant. Funds are requested for 10 individuals for a total of $1,500.00. IOP will be used for program participants who need a more intensive program to help them maintain their sobriety as required by the program.	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Urinalysis testing to confirm sobriety of program participants. Testing will be completed by probation officers with Hays County	$3,351.50	$0.00	$0.00	$0.00	$3,351.50	0

		branch of CSCD (Community Supervision and Corrections Department). $2.50 per kit with 960 kits needed. $2.50 * 960 = $2,400. Some tests may also need lab confirmations. Funds are requested for 26 8 panel screens at $22.75 each for a total of $591.50 and 20 etg-lcms confirmations at $18.00 each for a total of $360.00. $2,400.00 + $591.50 + $360.00 = $3,351.50						
Contractual and Professional Services	Probation Services	2 Corrections Supervision Officers (CSO) - one to serve the Drug Court and one to serve the DWI Court. 100% of their time will be dedicated to the court programs. The cost of the CSO is $76,035 ($61,985 salary + $4,742 FICA + $8,058 Retirement + $1,250 in training). The CSO will supervise court participants during their time in the program and will meet with them on a regular basis and will ensure participants are	$152,070.00	$0.00	$0.00	$0.00	$152,070.00	0

		in compliance with all court requirements. Duties of the CSO include: court appearances with program participants bi-weekly, regular home visit and job site visits, performing UA testing, and weekly meetings with participants. Cost for 2 CSOs is $76,035 * 2 = $152,070.00. Probation Officers are provided by CSCD (Community Supervision and Corrections Department). CSCD is an independent organization who provides probation services to three counties, including Hays. CSCD employees and pays their own employees. Because these positions would be new CSOs assigned to the court, names are currently unknown, but will be added once officers have been assigned.						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Costs associated with attending the Texas RISE Conference held by the Texas	$1,316.15	$0.00	$0.00	$0.00	$1,316.15	0

		Association of Specialty Courts for 1 staff member (Judge). Registration cost $400. Hotel cost (Hilton Anatole) at $191 per night with an additional $30 for parking for a total hotel cost of $221 per night * 2 = $442. Per Diem charged according to the current Hays County Travel Policy for a total of $145 (2 morning meals @ $16 each = $32, 3 noon meals @ $19 each = $57, 2 evening meals @ $28 each = $56). Mileage reimbursed according to the GSA rate (72.5 cents per mile) for a 227 mile trip (each way, total of 454 miles) for a total mileage cost of $329.15. Total costs: $400 + $442 + $145 + $329.15 = $1,316.15. DATES TBD - Spring 2027 - and will be added when dates are announced.						
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Costs for two staff members (Matthew Hammons, Court Administrator and TBD, Court Caseworker) to	$5,718.00	$0.00	$0.00	$0.00	$5,718.00	0

		attend the national All Rise Conference (RISE27) in National Harbor, MD from July 20-23. Staff will arrive on July 19th and leave on 23rd. Registration is $960 each for a total of $1,920. Hotel rooms at $255 each per night (4 nights * $255 * 2 = $2,040 hotel costs). Flights for two individuals from Austin, TX to Washington, D.C. (closest airport) ($435 each * 2 = $870. Per Diem charged according to the Hays County Travel Policy - (4 morning meals at $16 each ($64), 4 noon meals at $19 each ($76) and 3 evening meals at $28 each ($84)) = $224 * 2 people = $448. Rental car to travel from the airport to the conference charged at $88/day for 5 days = $440. Total costs $1,920 + $2,040 + $870 + $448 + $440 = $5,718.						
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular,	Installation and service costs for interlocking ignition devices	$27,000.00	$0.00	$0.00	$0.00	$27,000.00	0

	battery, flexicuff, drug testing kit)	(IIDs) for court participants. Average cost of installation is $150 and it is estimated that 25 participants will be in need of IIDs. $150 * 25 participants = $3,750.00. Average monthly service cost is $90.00 and it is estimated that participants would need the IID installed for the full length of the program. $90 * 12 months * 25 participants = $27,000.						

You are logged in as **User Name**: scorprew

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5709901	**Award Amount:**	$190,955.65
Date Awarded:	10/5/2026	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2026 - 09/30/2027	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2027	**Grantee GPI:**	$0.00
Program Fund:	DC-Specialty Courts Program	**Total Project Cost:**	$190,955.65
Grantee Name:	Hays County		
Project Title:	Drug Court Improvement		
Grant Manager:	Jeni Morales		
Unique Entity Identifier (UEI):	RH4DFY1GC2R3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2027-DC-ST-0012
Total Federal Award/State Funds Appropriated:	$12,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of: 1) Family Drug Court Programs from Chapter 122 of the Texas Government Code; 2) Drug Court Programs from Chapter 123 of the Texas Government Code; 3) Veterans Court Programs from Chapter 124 of the Texas Government Code; 4) Mental Health Court Programs from Chapter 125 of the Texas Government Code; 5) Commercially Sexually Exploited Persons Court Programs from Chapter 126 of the Texas Government Code; 6) Public Safety Employees Treatment Court Programs from Chapter 129 of the Texas Government Code; or 7) Juvenile Family Drug Court Programs from Chapter 130 of the Texas Government Code.

AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: BOUTTE/BROWN

Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the acceptance of a grant award from the Office of the Governor, FY27 Specialty Court grant program for the Mental Health Court in the amount of $72,000.00 and amend the budget accordingly. **COHEN/BOUTTE/BROWN**

Summary:

This grant will support the Mental Health Court to expand their capacity to serve clients. These funds would be used to support case management, peer support, and transportation services for participants in the Mental Health Court program. The contracts with Axis to Care and A Better Boat, LLC. will be brought back to Commissioners Court for execution. No match is required for this grant.

Grant number 5332402
Grant period: 10/01/2026 - 09/30/2027

Fiscal Impact:

Amount Requested: $72,000
Line Item Number: 001-612-99-227.4301/5448

Budget Office:

Source of Funds: Office of the Governor
Budget Amendment Required Y/N?: Yes
Comments:
$72,000 - Increase Intergovernmental Revenue 001-612-99-227.4301
$72,000 - Increase Contract Services 001-612-99-227.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Contract will be brought back

Auditor's Office

G/L Account Validated Y/N? Yes
New Revenue Y/N?: Yes, $72,000 in Intergovernmental Revenues
Comments:

Attachments

Award Statement
Grant Budget

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5332402	**Award Amount:**	$72,000.00
Date Awarded:	10/5/2026	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2026 - 09/30/2027	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2027	**Grantee GPI:**	$0.00
Program Fund:	DC-Specialty Courts Program	**Total Project Cost:**	$72,000.00
Grantee Name:	Hays County		
Project Title:	Mental Health Court Client Services		
Grant Manager:	Jeni Morales		
Unique Entity Identifier (UEI):	RH4DFY1GC2R3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2027-DC-ST-0012
Total Federal Award/State Funds Appropriated:	$12,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of: 1) Family Drug Court Programs from Chapter 122 of the Texas Government Code; 2) Drug Court Programs from Chapter 123 of the Texas Government Code; 3) Veterans Court Programs from Chapter 124 of the Texas Government Code; 4) Mental Health Court Programs from Chapter 125 of the Texas Government Code; 5) Commercially Sexually Exploited Persons Court Programs from Chapter 126 of the Texas Government Code; 6) Public Safety Employees Treatment Court Programs from Chapter 129 of the Texas Government Code; or 7) Juvenile Family Drug Court Programs from Chapter 130 of the Texas Government Code.

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Agency Name: Hays County
Grant/App: 5332402 **Start Date:** 10/1/2026 **End Date:** 9/30/2027

Project Title: Mental Health Court Client Services
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Funds requested to support case management services through Axis to Care. Axis to Care provides full case management services including medication management and psychiatry, and counseling services to those with severe mental illness who need support in maintaining stability in the community. Axis to Care provides all Levels of Care to include LOC 1, 2, 3, and 4 (Assertive Community Treatment) services based on the individual's clinical needs. Most program participants require LOC 3 which is capped at $600/month and includes	$54,000.00	$0.00	$0.00	$0.00	$54,000.00	0

		Rehabilitative Services, Counseling (group and individual), and Medication Management. While the needs of each client will vary, Hays County is estimating 9 months of care for 10 individuals ($600 * 9 * 10) for a total request of $54,000.						
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Funds to support peer support services through A Better Boat, LLC. Services are charged at $500/month with the average participant needing services for 3 months for a total of $1,500 per individual. Funds are requested to support up to 10 individuals for an average of 3 months each. 10 * $1,500 = $15,000. These services are designed to support individuals who may be struggling with mental health or co-occurring substance use disorder in a one-on-one peer-to-peer setting. Coaches provide emotional and mental support	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0

		and many are individuals with lived experiences. Coaches meet with clients at regular intervals, but are also available if an individual is in crisis and needs to reach out for support.						
Contractual and Professional Services	Vehicle Transportation-Related Services	Transportation services through A Better Boat, LLC. Participants in the Mental Health Court often do not have reliable transportation to attend required treatments and meetings with court staff. $3,000 is requested. Rides are charged based on the start and end location with rides within Hays County charged at $90.00, rides between Hays County and adjacent counties charged at $150.00, jail release within Hays County being charged at $150, and jail release to an adjacent county being charged at $175.00. Average cost of rides estimated at $125.00. 20 rides at an average cost of $125 =	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0

		$3,000.00. Costs are billed by the vendor to Hays County. Funds are not dispersed to clients and are paid directly to the vendor.						

You are logged in as **User Name**: scorprew

AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Tammy Crumley, Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of a contract between Hays County and Joeris General Contractors, LLC pursuant to RFP 2026-P03 Eastside Campus - Construction Manager at Risk - Contract.
COHEN/INGALSBE/CRUMLEY/HUNT

Summary:

On May 12, 2026, the Commissioners Court awarded RFP 2026-P03 Eastside Campus - Construction Manager at Risk to Joeris General Contractors, LLC to provide Construction Manager at Risk services for the construction project for the Eastside Campus building.

Court Discussion regarding contract savings split is required: 10%

CMAR Fee Breakdown:
Pre-Construction Fees: $50,000.00
General Conditions (NTE): $2,241,812.00 (5.213517% of construction budget)
Construction Phase Fee: $1,191,543.00 (2.77103% of construction budget)
Guaranteed Maximum Price (GMP) amendment will be executed once construction documents are completed.

Fiscal Impact:

Amount Requested: $3,483,355
Line Item Number: 013-768-94-461.5611_700

Budget Office:

Source of Funds: 2026 Certificates of Obligation
Budget Amendment Required Y/N?: Yes
Comments: Total Guaranteed Maximum Price (GMP) to be determined based on construction plans and amended at a later Commissioners Court meeting.
$3,483,355 - Increase Construction Capital Outlay 013-768-94-461.5611_700
($3,483,355) - Decrease Construction Operating Expense 013-800-94.5611_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFP 2026-P03 Eastside Campus - Construction Manager at Risk

Auditor's Office:

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

Attachments

RFP 2026-P03 - Contract
Attachment E - Hays County Uniform General Conditions

RFP 2026-P03 - Eastside Campus Project – Construction Manager at Risk (CMAR) Contract

Project:	Eastside Campus Project (“Project”)
Construction Manager At-Risk:	Joeris General Contractors, LLC (“CMAR”) Attn: Burton Hackney, President 823 Arion Parkway San Antonio, TX 78216 bhackney@joeris.com
Owner’s Representative	Kitchell CEM Attn: Seth Ackland 7600 N. Capital of Texas Hwy, Suite 350 Austin, TX 78731
Architect & Engineer:	HDR Architecture, Inc. (“A/E”) Attn: Chad Anderson 613 NW Loop 410, Ste. 700 San Antonio, TX 78216-5507
County’s Designated Purchasing Representative:	Hays County (“County”) Attn: Stephanie Hunt, Purchasing Agent 712 S. Stagecoach Trail, Ste. 1012 San Marcos, TX 78666Texas
County’s Designated Representative	Hays County (“County”) Attn: Tammy Crumley 101 Thermon Drive San Marcos, TX 78666

Contract for RFP 2026-P03 Eastside Campus Project – Construction Manager At-Risk (“CMAR”) (“Contract”) is entered into by and between **Hays County, Texas**, a political subdivision of the State of Texas (the “County”), and **Joeris General Contractors, LLC** (“CMAR”).

ARTICLE 1
SCOPE OF WORK

County desires to retain a CMAR for the **Eastside Campus Project** (hereinafter called the "Project"). The CMAR has overall responsibility for and shall provide design collaboration, construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work"). The project includes the installation of all on-site utilities, stormwater detention and drainage systems, public and secured private parking lots, two-lane covered drive-thru associated with a new three-story Mass Timber office building, approximately 76,000 square feet.

ARTICLE 2

GENERAL PROVISIONS

2.1 General Provisions

2.1.1 The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Hays County Uniform General Conditions ("UGCs"), supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 8.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 8 .2**.

2.1.2 This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify County and seek clarification from A/E and County.

2.1.3 The term "CMAR" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish, at all times, an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1 The term "Contractor" as used herein or in the UGCs shall mean CMAR.

2.3.2 The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3 The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1 Contract Time

County, and Owner's Representative shall provide a Notice to Proceed (NTP) and approved permit(s) in which a date for commencement of the work shall be stated. CMAR shall achieve Substantial Completion of the Work within **five hundred seventy-eight (578) calendar days** after such commencement date. Such completion date may be extended by approved Change Orders. Unless otherwise specified in writing,

CMAR shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.

CMAR acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. In cases, where the use of liquidated damages has been assessed due to delay of substantial completion, the County and CMAR agree as set forth below:

3.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **five hundred dollars ($500.00) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum. In the event of a supply delay over which CMAR has no control, CMAR shall provide notice of the supply delay to Owner's Representative within 3 days or fewer upon CMAR's discovery of the delay.

3.2.2 County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable by CMAR to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.3 Actual Damages.

CMAR acknowledges in cases of missed scheduled events, and/or damages caused by CMAR, which incur exact losses of revenue and/or exact expenses for fees and/or other cancellation costs, and they do not meet the guidelines set forth in section 3.2, then CMAR shall be responsible for the exact amount of damages sustained by County.

ARTICLE 4
CMAR COMPENSATION

The County shall pay CMAR in accordance with Exhibit "A", and Exhibit "B"

4.1 Compensation for Preconstruction Phase Services.

4.1.1 County shall pay CMAR the lump sum amount of **$50,000.00** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	**40%** of Preconstruction Services Fee
Construction Document Review:	**20%** of Preconstruction Services Fee
GMP Proposal Provided:	**30%** of Preconstruction Services Fee
Final Comments and GMP Acceptance:	**10%** of Preconstruction Services Fee

4.1.2 The anticipated duration of Preconstruction phase is **six (6) months**. Should preconstruction services extend beyond **six (6) months** from execution of this Agreement, the Construction

Manager shall be entitled to compensation at the hourly billing rates listed in ***Exhibit "A".*** Preconstruction services shall not exceed **thirty (30)** days without an amendment to this agreement.

4.1.3 County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

4.2 Compensation for Construction Phase Services.

For CMAR's performance of the Work as described in **Section 8.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in Article 5 plus CMAR's Fee.

4.2.1 CMAR & General Conditions Fees

CMAR and General Conditions Fee shall be proportional to the Cost of the Work that is incurred by the CMAR and shall include the following:

.1 CMAR's fees for construction phase services other than for self-performed construction work.

.2 CMAR overhead and profit.

.3 Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal.

.4 Temporary Utilities for the jobsite office only: "Jobsite Office Only"

.5 Payroll Taxes, Insurance, and Fees: Worker's compensation insurance, builder's risk insurance, insurance deductibles, , liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, construction phase services fee, overhead and profit. Bonds and Insurance are based on total Contract Value.

.6 Construction Management Labor: Payroll tax fringes, construction management labor (except self-performed work), senior project manager, project manager, project engineer, superintendent, vehicles and fuel for supervisory personnel.

4.2.2 Method of adjustment of CMAR's Fee for changes in the Work:

.1 CMAR Service Fee with Change in Contract Time: CMAR's Service Fee adjustment shall be **$3,879.00 per day**, of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

.2 CMAR Fee with No Change in Contract Time CMAR's Fee adjustment shall be equal to **10 Percent (%)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

NOTE: "Weather days," as described in UGC 8.5.2 are considered changes in Contract Time without change in Work; therefore, this condition does not apply.

4.2.3 A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed fifteen percent (15%).

4.2.4 The County shall pay CMAR a not to exceed amount for General Conditions costs in the amount of **$2,241,812.00** which is **5.213517%** of the construction budget with a not to exceed amount per line-item category identified below. If a line-item category total needs to be adjusted, they must be done through a contract amendment. The following On-Site Project Management and Staff rates are fixed monthly billing rates for the identified positions and are included within the General Conditions amount. Such rates are agreed for budgeting, billing, and change-order

pricing purposes and shall not be subject to audit, adjustment, or reconciliation, except to the extent the parties expressly agree in a written Change Order or Contract Amendment.

On-Site Project Management Staff	**$1,187,137.00**

*Estimated On-Site Project Management and Staff Rates (measured against the GMP once accepted)

Project Executive (19 months)	**$27,500.00 Monthly**
Project Manager (19 months)	**$17,000.00 Monthly**
Superintendents(s) (19 months)	**$31,500.00 Monthly**
Asst. Superintendents (19 months)	**$14,500.00 Monthly**
Manager/Assistant(s) (19 months)	**$13,500.00 Monthly**
Bonds and Insurance	**$915,135.00**
Temporary Project Construction Utilities	**$57,885.00**
Field Offices & Office Supplies	**$81,655.00**

4.3 Guaranteed Maximum Price.

4.3.1 CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 4.4**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work, such difference referred to as the "Savings". Such savings shall be shared with ninety percent (90%) returned to the County and ten percent (10%) awarded to the CMAR. In the event that the project finishes past the defined Contract Duration and outside the Substantial Completion Date, all such saving's shall be returned to the Owner.

4.3.2 The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

4.3.3 Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion basis according to a Schedule of Values submitted by the CMAR to the Owner and Engineer before the first Application for Payment, allocating the entire contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form and supported by the data to substantiate its accuracy required by the Engineer. This schedule, unless objected to by the Owner or Engineer, shall be used as a basis for reviewing the CMAR's Application for Payment. Any changes to the schedule of values shall be submitted to the Owner and Engineer and supported by such data to substantiate its accuracy as the Engineer may require, and unless objected to by the Owner and Engineer, shall be used as a basis for reviewing the CMAR's subsequent Application for Payment.

4.4 Changes in the Work.

4.4.1 County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in UGC 7.4. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

4.4.2 Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in UGC 7.3.3.

4.4.3 In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in UGC 7.3.3.3 and the term "costs" as used in UGC 7.3.7 shall have the meanings assigned to them in the UGCs and shall not be modified by **Sections 4.2 through 4.3** and **Sections 5.1 through 5.10**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of theform and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

4.4.4 In calculating adjustments to the GMP, the terms "cost" and "costs" as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 5.1 through 5.10** and the term "fee" shall mean the CMAR's Fee as defined in **Section 4.2**.

4.5 Rental Rates CMAR Owned Equipment.

4.5.1 Rental rate for CMAR owned equipment shall not exceed the standard rental rate paid at the place of the Project. A minimum of three (3) quotes will be required at the start of the project to ensure the CMAR rental rates being charged are the best value for the County.

ARTICLE 5
COST OF THE WORK FOR CONSTRUCTION PHASE & GENERAL CONDITIONS

5.1 Compensation for Construction Phase Fee Services

5.1.1 County shall pay CMAR the lump sum amount of **$1,191.543.00** for Construction Phase services, which is **2.77103%** of the construction budget for all internal expenses and any other expenses not included in the Allowable General Conditions Costs identified in ***Exhibit "A"*** including overhead and profit. This fee shall be added to the Cost of Work to compute the Guaranteed Maximum Price (GMP).

5.2 Costs to be Reimbursed.

5.2.1 The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 5.1 through 5.10**

5.2.2 It is the legal duty of the County's Auditor (The Hays County Auditor) to examine and either approve or not approve the lawfulness of all claims, bills, and accounts against County before such claim, bill, or account may be submitted to County's governing body (The Hays County Commissioners Court) for approval of payment. Any cost outside of the GMP is subject to County's prior approval through a change order and/or contract amendment, prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing GMP Amendment.

5.2.3 .**1** Office Expenses: Courier service, postage and expressage.

.2 Temporary Utilities for the jobsite office only: Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.

.3 General Construction Debris Removal: Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.

.4 Construction Survey Layout: Layout crew and licensed survey layout.

.5 Project Close-out: Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

5.3 Labor and Subcontract Costs.

5.3.1 Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site

5.3.2 Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County, and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractors of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Contract and shall not be awarded on the basis of cost-plus fee without County's written consent.

5.4 Costs of Materials and Equipment Incorporated in the Completed Construction.

5.4.1 Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated are to be incorporated in the completed construction.

5.4.2 Costs of materials, described in the preceding **Paragraph 5.4.1**, in excess of those actually installed, or unused. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

5.5 Costs of Other Materials and Related Items.

5.5.1 Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal

for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

5.6 Miscellaneous Costs.

5.6.1 Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval. Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Premiums for company-wide coverage will be allocated on the basis of value of Work completed during the premium period, including Construction Manager's Subcontractor default insurance program billed at the fixed rate of 1.75% of the Cost of subcontracts and purchase orders enrolled in the Subcontractor default insurance program. General Liability will be billed at the fixed rate of .85% of the Contract Sum.

5.6.2 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County's consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in UGC 3.17 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

5.6.3 Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

5.7 Other Costs and Emergencies.

5.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

5.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in UGC 10.4.

5.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

5.8 Costs not to be Reimbursed.

The Cost of the Work shall not include the items listed below:

5.8.1 Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Article 5.**

5.8.2 Expenses of CMAR's principal office and offices other than the site office

5.8.3 Overhead and general expenses, except as may be expressly included in **Sections 5.1 through 5.5**

5.8.4 CMAR's capital expenses, including interest on CMAR's capital employed for the Work

5.8.5 Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract

5.8.6 Any cost not specifically and expressly described in **Sections 5.1 through 5.5**

5.8.7 Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded

5.8.8 Costs for services incurred during the Preconstruction Phase

5.8.9 Any expenses or that are not allowed or incurred pursuant to the Hays County UGCs Article 16 which are incorporated herein by reference and of which CMAR acknowledges prior receipt of said UGCs; and

5.9 Discounts, Rebates, and Refunds

5.9.1 Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

5.9.2 Amounts that accrue to County in accordance with the provisions of **Paragraph 5.7.1** shall be credited to County as a deduction from the Cost of the Work.

5.10 Related Party Transactions.

5.10.1 For purposes of **this Section**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

5.10.2 If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Subparagraphs 8.1.6 and 8.1.7 through 8.1.7.10**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Subparagraphs 8.1.6 and**

8.1.7 through 8.1.7.10.

5.11 Accounting Records.

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. Notwithstanding the foregoing, any fixed rates, fixed percentage rates, agreed monthly staffing rates, stipulated lump sum amounts, lump sum subcontracts, lump sum self-performed work pricing, and other agreed unit pricing or stipulated sums are agreed pricing mechanisms and shall not be auditable for purposes of determining, deconstructing, or verifying the internal composition of such pricing, including labor, burden, overhead, profit, insurance components, or other cost build-up; provided, however, that County may audit compliance with the applicable pricing basis, quantities, periods charged, scope performed, and whether billings conform to the applicable lump sum, fixed rate, or other agreed pricing structure. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 6
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

6.1 Progress Payments.

6.1.1 Based upon Applications for Payment submitted to Owner's Representative and A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

6.1.2 The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

6.1.3 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to CMAR 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. CMAR 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:

.1 There is a bona fide dispute between County and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

.2 There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered, or the Basic Services performed which causes the payment to be late; or

.3 The invoice is not submitted to Hays County 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 CMAR the issues related to disputed invoices within **ten (10) days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter2251, V.T.C.A**.

6.1.4 With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

.1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

.2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.

.3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by CMAR of the current Application for Payment;

.4 With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Hays County Clerk in the county where the Project is located.

6.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule ofvalues shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County, Owner's Representative, or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

6.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion

shall be the percentage of that portion of the Work which the CMAR has completed.

6.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in UGC 7.3.9

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing:

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 6.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County, Owner's Representative, or A/E has withheld or nullified a Certificate for Payment as provided in UGC 9.5.

6.1.8 Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

6.1.9 Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

6.1.10 In taking action on CMAR's Applications for Payment, A/E, Owner's Representative, and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County, Owner's Representative, or A/E shall not constitute a representation that either County, Owner's Representative, or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

6.2 Final Payment.

6.2.1 Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in UGC 12.2.2, and to satisfy other requirements, if any, which extend beyond final

payment.

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by Owner's Representative, and A/E; and

.4 the requirements of UGC 9.10 have been satisfied.

6.2.2 County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of Owner's Representative, and A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

6.2.3 County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 6.2.1** have been met, Owner's Representative, and A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of Owner's Representative, A/E's reasons for withholding a certificate as provided in UGC 9.5. The time periods stated in this Section supersede those stated in UGC 9.4. Owner's Representative, and A/E are not responsible for verifying the accuracy of CMAR's final accounting.

6.2.4 If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to UGC 15.2. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of Owner's Representative, A/E's final Certificate for Payment. Failure to request mediation within these **thirty (30) businesses days** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in Owner's Representative, and A/E's final Certificate for Payment.

ARTICLE 7
INSURANCE AND BONDS

For all phases of the Project, CMAR and County shall purchase and maintain insurance and bonds as set forth below, in the Contract Documents, or as required by law.

7.1 Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

7.2 Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

7.3 Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by the Owner's Representative, and County.

7.4 CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

7.4.1 **Preconstruction Phase.** Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County

7.4.2 **Construction Phase.** In addition to the coverages required during the Preconstruction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County

7.4.3 Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

7.4.4 CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

7.5 CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

7.6 County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

7.7 County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract shall be paid by CMAR.

7.8 The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 8
CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 8.1 through 8.2**. CMAR's Construction Phase responsibilities are set forth in **Section 8.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

8.1 Preconstruction Phase.

8.1.1 CMAR: CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

8.1.2 Consultation: CMAR shall schedule and conduct meetings with A/E, Owner's Representative, and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E, Owner's Representative, and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E, Owner's Representative, and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

8.1.3 Preliminary Project Schedule.

.1 When Project requirements described in **Paragraph 9.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E, Owner's Representative, and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time

procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

.2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

.3 When Project requirements described in **Paragraph 9.1.4** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for Owner's Representative and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

8.1.4 **Phased Construction**: CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

8.1.5 **Preliminary Cost Estimates.**

.1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost ofprogram requirements using area, volume or similar conceptual estimating techniques for Owner's Representative, and A/E review and County's approval. If A/E or CMAR suggest alternativematerials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

.2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, Owner's Representative, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for the Owner's Representative's, and A/E's review and County's approval. CMAR shall inform Owner's Representative, A/E, and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

8.1.6 **Subcontractors and Suppliers:** CMAR shall develop bidders' interest in the Project. CMAR shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

8.1.7 Subcontractor Procurement: The County has the following requirements for subcontractor procurement for the performance of the Work:

.1 Develop a bid/proposal package strategy in coordination with the County that addresses the entire scope of each phase and stage of the Project. In developing the bid/proposal package strategy, CMAR shall identify all bid/proposal packages on which CMAR intends to submit a self-performance bid/proposal. The bid/proposal package strategy shall be reviewed with County on a regular basis and revised throughout the buyout of the Project so as to best promote the interest of the Project and the County.

.2 Contractor shall publicly advertise and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the Project other than the minor work that may be included in General Conditions. Criteria for determining the bid/proposal that provides the best value to the County shall be established by the Project Team and included in the request for bids/proposals. CMAR shall notify County in advance and in writing of the date it will receive the bids/proposals.

.3 Schedule and conduct pre-bid conferences with interested bidders/proposers, Subcontractors, material suppliers, and equipment suppliers, and record minutes of the conferences.

.4 CMAR and County shall review all trade contractor or Subcontractor bids/proposals in a manner that does not disclose the contents of any bid/proposal to persons outside of the Project Team during the selection process. Based on the selection criteria included in the request for proposals, CMAR shall recommend to County, in a format acceptable to the County, the bid/proposal that provides the best value for the Project. Upon County's written concurrence with the recommendation, from the Purchasing Agent, CMAR may negotiate the terms of the subcontract with the apparent best value bidder/proposer.

.5 All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by the County. Upon County's concurrence in the final terms of the subcontract, CMAR shall enter into a written subcontract for the subcontract work and provide a copy to County. All bids/proposals shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.

.6 If CMAR reviews, evaluates, and recommends to County a bid/proposal from a qualified trade contractor or subcontractor, but County requires another bid/proposal to be accepted, County shall compensate CMAR by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk CMAR incurs because of County's requirement that the other bid/proposal be accepted.

.7 CMAR may seek to self-perform portions of the Project identified for self-performance in the bid/proposal strategy. The Hays County Purchasing Agent will oversee the procurement process for any self-performed projects the CMAR will be submitting a bid/proposal for. CMAR must submit a bid/proposal for the self-performance work in the same manner as all other trade contractors or Subcontractors. County will, at its sole discretion, determine whether CMAR's bid/proposal provides the best value for County pursuant to the County purchasing policy, and process, and its determination shall be final. All packages that the CMAR plans to submit self-performed bids for must be explicitly listed in the GMP. Awarded self-perform packages will be treated similarly to all other trade contractors or subcontractors and will be

based on a lump sum basis.

.8 County shall be afforded the opportunity to sign in all bids for each work package including self-performed work packages.

.9 If a selected trade contractor or Subcontractor fails to execute a subcontract after being selected in accordance with this Paragraph or defaults in the performance of its work, CMAR may, in consultation with County and without further advertising, fulfill the subcontract requirements by recommending the next highest ranked bidder.

.10 Provide with each buyout package: cover letter describing the scope of work and amount provided for the scope in the GMP and a recommendation for award; Subcontractor evaluation noting evaluation criteria previously approved by the County, bid price for key elements of the scope of work for each bidding Subcontractor, and any other work remaining to procure within the package; buyout tracking log noting savings and loss for each package submitted to date.

8.1.8 CMAR shall prepare a procurement schedule for items that must be ordered well in advance of construction for be the Owner's Representative's, and A/E's review, and approval by the County. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

8.1.9 **Extent of Responsibility:** CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

8.1.10 **Notices and Compliance with Laws:** CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

8.1.11 **Preconstruction Phase Compensation:** CMAR shall be paid for preconstruction services, as described in **Section 4.1,** prior to moving to GMP.

8.2 Guaranteed Maximum Price Proposal and Contract Time.

8.2.1 At a time to be mutually agreed upon by County and CMAR and in consultation with the Owner's Representative, and A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, Project Contingency, and Owner's Contingency.

8.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

8.2.3 CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract.

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 8.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications.

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee.

.4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

8.2.4 In preparing the GMP proposal, CMAR shall include an Owner's Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

8.2.5 CMAR shall meet with Owner's Representative, A/E, and County to review the GMP proposal. In the event that the Owner's Representative, A/E, and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

8.2.6 If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

8.2.7 CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

8.2.8 County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify Owner's Representative, A/E, and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

8.3 Construction Phase.

8.3.1 General.

.1 For purposes of UGC 8.1 and 8.2, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

.2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a NTP for the Construction Phase.

.3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

.4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

8.3.2. Administration.

.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

.2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with UGC 5.2

.3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 5.10** then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 5.10.2**

.5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to Owner’s Representative, A/E, and County.

.6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to Owner’s Representative, A/E, and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

.7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall

also keep, and make available to Owner's Representative, A/E, and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E, Owner's Representative, and County and shall provide this information in its monthly reports to A/E, Owner's Representative, and County, in accordance with **Subparagraph 8.3.2.7**.

ARTICLE 9
COUNTY'S RESPONSIBILITIES

9.1 Information and Services Required of County.

9.1.1 County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

9.1.2 County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

9.1.3 County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys, or other special consultants to develop such additional information as may be necessary for the design and/or construction of the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

9.1.4 During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

9.2 Legal Requirements: County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

9.3 **Owner's Representative:** County shall identify a representative authorized to act on behalf of County with respect to the Project. Owner's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means County or County's Designated Representative.

9.4 **Architect/ Engineer:** County shall retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 10
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Tammy Crumley – Facilities & Resource Management Director
101 Thermon Drive
San Marcos, TX 78666

Stephanie Hunt – Purchasing Agent
Hays County Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

County shall have the right, from time to time, to change the County's Owner Representative by giving CMAR 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 Owner Representative may take such action or make such decision or determination or shall notify CMAR 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 County's Owner 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 County's Owner's Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Owner Representative shall be binding on County; *provided, however,* County's Owner Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Owner Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Hays County Commissioners Court.

CMAR's Designated Representative for purposes of this Contract is as follows:

Joeris General Contractors, LLC
Burton Hackney, President
823 Arion Parkway
San Antonio, TX 78216
210-494-1638

Joeris General Contractors, LLC
Chad Dwarshus, Project Executive

823 Arion Parkway
San Antonio, TX 78216
210-494-1638

CMAR shall have the right, from time to time, to change CMAR'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 CMAR under this Contract, CMAR'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 CMAR's Designated Representative on behalf of CMAR 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 CMAR's Designated Representative shall be in accordance with such express standards or parameters.

Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

CMAR's designated project execution and leadership team is as follows:

Project Manager: **Eduardo Angel**
Project Superintendent: **Colton Klinksiek**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 11
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CMAR at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

Hays County:
Hays County
Attn: County Judge
111 E. San Anotnio Street, Ste. 300
San Marcos, Texas 78666
Judge.becerra@hayscountytx.gov

With copies to:

Hays County, Attn: District Attorney, Civil Division
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
Jordan.Powell@hayscountytx.gov
Katherine.howard@hayscountytx.gov

Facility & Resource Management
Attn: Tammy Crumley
101 Thermon Drive
San Marcos, TX 78666
Tammy.crumley@hayscountytx.gov

Hays County Purchasing Office
Attn: Stephanie Hunt, CPPB - Purchasing Agent
712 South Stagecoach Trail, Ste. 1012
San Marcos, Texas 78666
Purchasing.bids@hayscountytx.gov

CMAR:
Joeris General Contractors, LLC
Burton Hackney, President
823 Arion Parkway
San Antonio, TX 78216
bhackney@joeris.com

*Either party may designate a different address by giving the other party **ten (10) days** written notice.*

ARTICLE 12
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

12.1 **Dispute Resolution:** Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in UGC 15.

12.2 **Suspension:** The Work may be suspended by County as provided in UGC 14.3. In such case, the GMP and Contract Time shall be increased as provided in UGC 14.3.2, except that the term "profit'' shall be understood to mean CMAR's Fee as described in **Section 5.1**.

12.3 **Termination Prior to Establishing Guaranteed Maximum Price.**

12.3.1 Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

12.3.2 In the event of termination of this Contract pursuant to **Paragraph 12.3.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Paragraph 6.2.1**. In no event shall CMAR's compensation under **this Article** exceed the compensation set forth in **Section 6.2.**

12.3.3 If County terminates this Contract pursuant to **Paragraph 12.3.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 12.3.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase services.

12.3.4 County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Subparagraph 12.3.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in **this Section**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

12.3.5 If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

12.4 Termination Subsequent to Establishing Guaranteed Maximum Price.

Following execution of the GMP Amendment and subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

12.4.1 If County terminates this Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to CMAR pursuant to UGCs 14.2 and 14.4 shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 12.2.2 through 12.2.3**.

12.4.2 If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under UGC 14.1.3 shall not exceed the amount CMAR would otherwise have received under **Paragraphs 12.3.2 through 12.3.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 **Meaning of Terms:** Terms in this Contract shall have the same meaning as those in the UGCs.

13.2 **No Waiver of Immunity:** Nothing herein shall be construed as a waiver of sovereign immunity by Hays County.

13.3 **Governing Law:** This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Hays County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

13.4 **Assignment:** County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

13.5 **Other Provisions.**

13.5.1 CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care,

skill, and diligence of such a contractor.

ARTICLE 14
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

14.1 This Contract represents the entire and integrated agreement between County and CMAR pursuant to RFP 2026-P03 and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

14.2 The following documents comprise the Contract Documents:

1. This Contract between County and CMAR
2. Uniform General Conditions
3. Drawings, Plans, and Specifications
4. Addenda issued prior to the Effective Date of this Contract
5. Guaranteed Maximum Price Proposal, if executed by County; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Contract

14.3 In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Guaranteed Maximum Price Proposal, if executed by County
2. Change Orders
3. Addenda and/or Amendments
4. Drawings, Plans and Specifications
5. Contract between County and CMAR; and
6. Uniform General Conditions.

ARTICLE 15
SIGNATORY WARRANTY

The undersigned signatory for CMAR 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 Company. 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 or presiding officer of the Hays County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT

COUNTY:
Hays County, Texas

CMAR:
Joeris General Contractors, LLC

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Attest:

_____

Dr. Elaine H. Cardenas
Hays County Clerk

EXHIBIT A
Hourly Billing Rates

☐
Hourly Billing Rates

Position	**Hourly Rate**
Project Executive	$172
Project Manager	$106
Superintendent(s)	$197
Asst. Superintendent(s)	$91
Project Eng./Expeditor(s)	$78
Field/Office Engineer(s)	$78
CPM Scheduler	$188
Safety Coordinator(s)	$94
Manager/Assistants	$85
Quality Assurance/Control	$110
Manager/Coordinator	$94
Director of Preconstruction	$183
Senior Estimator	$168
Estimator	$117
Foreman	$64
Carpenter	$76

Hays County
Uniform General Conditions

RFP 2026-P03 Eastside Campus –
Construction Manager at Risk (CMAR)

Attachment E

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub- subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS 1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Contractor shall promptly notify Owner and Architect of any inconsistencies. Contractor shall not be required to provide better quality, greater quantity, or more stringent requirements than assumed without a Change Order adjusting the Contract Sum and/or Contract Time. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the

extent of Work to be performed by any trade.

1.2.3
Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiatecompliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OFSERVICE

1.5.1
The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

1.5.2
The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and

material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Hays County acting through any duly authorized representative as provided in the Contract and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such

records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1

The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable visible conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailingclimatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditionsrelated to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work. Contractor is entitled to rely on the accuracy and completeness of information provided by Owner, including geotechnical, surveys, and existing conditions information. Contractor shall be entitled to a Change Order for concealed or differing site conditions in addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3
The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4
Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1
Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

- **a)** For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.
- **b)** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage

Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 **Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 **Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 **Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 **Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 **Prevailing Wage Retainage.** Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall

be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement, or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 **No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and
(4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.
Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer, and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Workany and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor

providing sufficient and satisfactory documentation to the Hays County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1
Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5
In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so

continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do

so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9
The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10
The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keepthe premises andsurrounding area free from accumulation ofwaste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY’S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB- SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR’S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2
The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3
On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be

responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5
If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6
To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection ortestingof the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7
To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8
If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner,

the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9
If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub- subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2
The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3
If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner

makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To affect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

- **.1** Contractor is in default under the Contract Documents; or
- **.2** Owner has terminated the Contract in accordance with the Contract Documents; and
- **.3** Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.4** The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the

suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials andequipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partiallycompleted construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or

Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress

Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptanceof the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's

failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediatelytake action to increase the rate of work placement by:

.1 An increase in working forces.
.2 An increase in equipment or tools.
.3 An increase in hours of work or number of shifts.
.4 Expedite delivery of materials.
.5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME 8.5.1

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-

party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. IfContractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor shall be entitled to an equitable adjustment of Contract Sum and Time for delays caused by Owner, Architect, or other contractors, including extended general conditions, escalation, and inefficiency.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising

from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay Contractor shall be entitled to a time extension for delays caused in whole or in part by excusable delay, even if concurrent, and compensation for the portion attributable to Owner-caused delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- **.1** The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- **.2** Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- **.3** Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- **.1** Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- **.2** Owner will respond to each properly submitted Time Extension Request within **fifteen (15)**

calendar days following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is

entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT 9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor

has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Hays County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner

harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLDCERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If

the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance ofthe Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- **.7** failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- **.8** failure to include sufficient documentation to support the amount of payment requested for the Project;
- **.9** failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- **.10** repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to

the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1
Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1

The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affectedthereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2
Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3
The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4
The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1
The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2
The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final

payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

(1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and

maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant

to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3
A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1
The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2
A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be

approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety, or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent oremployee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code,
§53.231-239. These provisions set out the requirements for filing a valid lien on fundsunpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform

to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section**
2.4 or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3
The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4
The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5
Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Hays County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work

require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2
the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS
Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to includea Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities

or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, ormatter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents 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 Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any

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

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1
The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub- subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

- **.1** fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to completethe Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall restwith the party making the Claim.

15.1.2 NOTICE OF CLAIMS
Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by

Contractor must be initiated within **ten**
(10) business days after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hays County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Hays County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

ARTICLE 16
VENDOR REIMBURSEMENTS

16.1 NON-REIMBURSABLE EXPENSES

The following is a non-exhaustive list of expenses that will not be reimbursed by Hays County, unless called out in the Allowable General Conditions found on Attachment "A" CMAR Pricing Sheet.

- Groundbreaking Expenses
- Ribbon Cutting Expenses
- Drinking Water
- Field Office Cleaning
- Field Office fire safety and first aid equipment supplies
- Field Office window cleaning
- Personal Phone calls
- Damage to personal items
- Fines and/or penalties
- Entertainment, personal clothing, personal sundries and services
- Auto repairs
- Credit card delinquency fees or service fees
- Hand Tools
- Safety Equipment
- Technology Fees
- Sales tax on goods purchased
- Any other expenses which Hays County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

16.2 REPAYMENT OF NON-REIMBURSABLE EXPENSES

Vendors must, upon demand, immediately repay the County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and the scope of the project requirements. Hays County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 10/27/2026

Requested By: Stephanie Hunt, Matthew Gonzales

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to execute a Professional Services Agreement between Hays County and Legends TriCounty Funeral Services pursuant to RFP 2026-P13 Indigent Cremation & Burial Services - Contract.
INGALSBE/COHEN/HUNT/GONZALES

Summary:

On September 1, 2026, the Commissioners Court approved the recommendation of an award from the evaluation committed for RFP 2026-P13 Indigent Cremation & Burial Services. The Purchasing Office worked with the Criminal District Attorney - Civil Division, Health Department, and the vendor to get the contract drafted and ready for execution.

Fiscal Impact:

Amount Requested: TBD based off services provided.
Line Item Number: 120-675-00.5492

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFP 2026-P13 Indigent Cremation & Burial Services

Auditor's Office:

G/L Account Validated Y/N?: Yes, Indigent Burials Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) PSA 2026-P13

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS
RFP 2026-P13

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **LEGENDS TRICOUNTY FUNERAL SERVICES** (hereinafter "Contractor"), whose primary place of business is located at 10935 N SH123, Sequin, TX 78155, hereby enter into this Professional Services Agreement (hereinafter "Agreement") signed 27th day of October 2026. The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
Contractor will provide Indigent Cremation & Burial Services for Hays County in strict conformity with all applicable laws of Texas and the rules and regulations of the State as provided by Chapter 651 of the Texas Occupations Code and the Health and Safety Code, and the Texas Funeral Commission Standards and Regulations. The Hays County Health Department is responsible for determining the eligibility of the deceased, as an indigent burial. The Hays County Cemetery is located at 5150 S. Old Bastrop Highway, San Marcos, TX.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of the Hays County Sheriff's Office Civil Service Commission's Board of Examiners, Hays County Sheriff's Office Civil Service Commission ("Commission"), and/or legal counsel for the Commission and legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms in accordance with the proposal specifications detailed in RFP 2026-P13, *Exhibit "A"*, and the Contractor's submitted proposal of services, experience, and personnel, *Exhibit "B"*, and the Contractor's fee schedule attached hereto as *Exhibit "C"*, and any subsections of *Exhibit "D"*, if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A", "B", and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

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

4. TERM AND DURATION OF CONTRACT
The Contract and the term shall be for an initial period of one (1) year, effective October 27, 2026, with four (4) additional one (1) year renewals, unless otherwise earlier terminated in accordance with this Agreement.

5. COMPENSATION
The County agrees to pay the Contractor compensation for the Work billed per written exam, and assessment per the terms of which are cited in the Contractor's fee schedule, which is attached hereto and included in *Exhibit "C".* The Contractor's fee schedule shall be used to calculate the invoice under this agreement and any executed amendments that may change the scope of work and/or fees.

Current Grave Markers: Hays County has identified fifteen (15) grave markers to order, with a value not to exceed four thousand five hundred dollar ($4,500.00) during the 2027 Fiscal Year, which runs from October 1, 2026 through September 30, 2027

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION
Upon the conclusion of Work for each written exam and assessment for each rank (to include law enforcement, corrections, and emergency communications officers), Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after thirty (30) calendar days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete. This process shall be followed upon the conclusion of each written exam and assessment for each rank. In the event multiple exams and assessments occur simultaneously, Contractor is permitted to submit one Notice of Completion to the County covering all exams and assessments that occurred at the same time, rather than submitting multiple Notices of Completion.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666.
judge.becerra@hayscountytx.gov

With Copy to:

Hays County Criminal District Attorney's Office – Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
Phone: (512) 393.2219
Gregg.cox@hayscountytx.gov

Hays County Purchasing
1901 Dutton Drive, Ste. E
San Marcos, TX 78666
Phone: (512) 393-2267
purchasing.bids@hayscountytx.gov

Hays County Health Department
Attn: Matthew Gonzales
101 Thermon Drive
San Marcos, TX 78666
Matthew.gonzales@hayscountytx.gov

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

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

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

Hays County Criminal District Attorney's Office – Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
Phone: (512) 393.2219
gregg.cox@hayscountytx.gov

Hays County Purchasing
1901 Dutton Drive, Ste. E
San Marcos, TX 78666
Phone: (512) 393-2267
purchasing.bids@hayscountytx.gov

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. INDEMNITY

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

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

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

11. COMPLIANCE WITH LAWS

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

12. SURVIVAL

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

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any

delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

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

16. SECTION HEADINGS, EXHIBITS

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

17. WAIVER BY PARTY

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

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

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

20. BINDING EFFECT

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

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT; AMENDMENT

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

22. WORK PRODUCT

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

23. TERMINATION BY COUNTY

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

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

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas	Legends Tri County Funeral Services
By: Ruben Becerra	By: John Goodnight.
Hays County Judge	Owner

Exhibit A
RFP 2026-P13 Indigent Cremation & Burial Services
Scope of Work

Hays County will select those services to be provided by the Contractor on a case-by-case basis. The Health Department will give written authorization to the Contractor when a body of an indigent resident is to be picked up and prepared for cremation or burial. The Contractor has seventy-two (72) hours to respond after the written authorization for pick up has been sent. Any other licensed funeral director may claim a body from the Contractor at the request of the deceased. The Family, not the County, then will be liable for all expenses incurred by the Contractor.

The Contractor is responsible for all aspects of the cremation or burial process, including but not limited to:

- Transportation
- Preparation
- Containment
- Securing, opening, and closing a plot
- Embalming
- Grave Markers
- Preparation and dressing the body for burial
- Make arrangements with friends and family of the deceased to view the body
- Shelter remains and provide funeral services
- Obtaining the death certificate and filing it with the Bureau of Vital Statistics
- Obtaining the burial or cremation permits from the proper authorities per Chapter 193, Texas Health and Safety Code
- Contractor shall secure all license or permits required by any State, Couty or other governmental authority at its sole cost and expense.

Transportation and Storage:
The Contractor shall take possession of the body at the morgue, the medical examiner's office, or any other location within Hays County or within a 30-mile radius of Hays County and transport the body to the Contractor's facility or a subcontractor's facility.

- Contractor must own and have available a minimum of two (2) transport vehicles in their inventory at all times. In addition, in the event where two transport vehicles are not sufficient, Contractor must have access to additional vehicles. Vehicles shall be reliable, clean, mechanically sound, secure, dignified, private and in good appearance. Vehicle must be kept in good repair and have regularly scheduled and documented maintenance records. These records must be available for review by Hays County authorities on request. The interior of the vehicles must be regularly cleaned and disinfected. Vehicles must allow for bodies to be tightly secured to prevent any damage during transport.

- All transports require the use of a body bag if there are any bodily fluids present. Transport stretchers shall be padded and secured in a manner that immobilizes the body from moving during normal transport. Padding shall be installed on all head-bars to prevent injury during a sudden stop. A pillow shall also be used between the head and the head-bar for additional support.
- Contractor is required to have on-site storage cooler and may be inspected by a Hays County authorized representative at any time during this contract
- The Contractor(s) shall provide storage and refrigeration of the decedent until the conclusion of the statutory waiting period for cremation or for a time period authorized by Department staff. The decedent's body will be prepared according to the minimum requirements of State law.

Caskets/Coffins:
The Contractor shall provide an outer burial container for the grave that meets the minimum requirements of said cemetery and State law. Casket will be of doeskin, pinewood or metal type, cloth covered, non-protective or equivalent to meet minimum standards and requirements as prescribed by State law.

- Caskets/coffins for interment will be utilized based on the size of the decedent per the following:
  - Premature, still born or other child (up to 12 months)
  - Bodies up to 250 pounds
  - Bodies from 251 to 400 pounds
  - Bodies over 400 pounds
  - Bone fragments and body parts
- The body shall be placed in a casket/coffin in a natural position, after being cleaned and hair being combed and being properly clothes as required by law.

Grave Markers:
The Contractor shall provide an economy grave marker measuring a minimum of 16"x 8" x 3" and adhering to minimum standards as prescribed by cemetery regulations and State Law. Special care should be taken to ensure temporary grave markers remain visible and intact.

Temporary grave marker must be provided, until permanent grave marker arrives. The temporary marker will have all the known identifying information for the decedent to include full name, date of birth, and date of death.

Hays County is requesting a price per grave marker to be identified so we can work on placing grave markers on current graves located in the cemetery. These will be ordered each year as budget allows.

Funeral Services:
Funeral services shall be carried out with the utmost dignity, decorum, and solemnity, with at least one agent of the Contractor who is licensed by the Texas Funeral Services Commission in

attendance and in accordance with applicable Texas laws and the rules and regulations of the Texas Funeral Service Commission.

- Whenever it is not possible to embalm a decedent who is scheduled for burial, then it is the responsibility of the Contractor to prepare the body in such a way as to decrease as much as possible any offensive odors. This will include, but not limited to the use of industry standard deodorizing agent on the body and placing the body in an industry standard both bag(s) that will minimize the escape of offensive odors.
- A normal, respectable casket and lining will be used at the time of service or viewing, appropriate to body size and complete with pillow and bed.
- Contractor will coordinate with Hays County, Cemetery, Crematory, and other parties necessary to perform the funeral services.
- Whenever possible and applicable cultural and religious preferences of decedent and next of kin will be considered with regards to embalming.
- The contractor will be required to coordinate religious services for the deceased utilizing a minister chosen by the family, or if no family available, the service may be conducted by a minister of any religious organization or licensed funeral director.
- The service may be conducted at the gravesite or in an appropriate room at the Contractor's facility, lasting no more than an hour in duration.
- The grave shall be properly covered, with the top of the casket interred not less than twenty-four (24) inches below the natural surface of the ground.
- The Contractor will ensure that each interment is individually buried, and plots are individually marked.

Cremation Services:

The body shall be cared for and interred or cremated in strict conformity with the laws of the State of Texas and rules and regulations of the Texas Funeral Service Commission.

- The body shall be attended by and interred or cremated in the presence of a funeral director licensed by the State of Texas.
- Cremation must occur as prescribed by Chapter 205 of the Texas Administrative Code.
- Interment of cremains must take place within 30 calendar days or less from having received the referral from the Department. Contractor must store cremains properly and as prescribed by State law and ensure that at least once per month interment of cremains takes place.
- The Contractor shall provide a container for the cremains to be interred in said crypt(s), grave (s) or niche (s) and shall be at a minimum of metal or Ziegler type case to be interred and will meet the minimum requirements of said local private cemetery if applicable and State law.
- The Contractor shall provide and install an economy bronze niche plate minimum size 2" x 4" or equivalent that meets minimum crypt/niche and/or cemetery requirements and state law for each cremains interred in the crypt(s) at the time of interment. The niche plates will be engraved with the decedent's full name, date of birth (if known) and date of death (if known).

- Cremated remains will be returned to family members, if requested. Shipping of cremains at the request of next of kin shall be at the expense of next of kin as authorized by Department staff.
- Establish and maintain a system for tracking cremation services and location of interred cremains accessible to County staff and/or next of kin in the event of a disinterment request.

Veteran Burials:
Contractor shall coordinate all Veteran burials with the U.S. Department of Veterans Affairs, and National Cemetery Administration for burials at Fort Sam Houston National Cemetery. Contractor will notify the Department of impending Veteran burial within 48 hours of scheduled burial.

Cemetery Map:
The Contractor must maintain an accurate, professional and current layout of the cemetery, hereby known as the "Cemetery Map" or "Map". This Map will serve as an identification tool for family members looking to place a grave marker, and for easy identification of each plot, as needed. An updated Map should be furnished to the County on a monthly basis with submitted invoices. The Contractor will be responsible for coordinating burial sites with the Hays County Indigent Health Coordinator.

The Contractor shall establish and maintain a system for tracking burials and location of interred remains accessible to Department staff and/or next of kin in the event of a disinterment request.

Disinterment/Re-interment:
Hays County does not pay for family-requested exhumations. The following specifications are required to be followed for exhumation services requested by any other authority as required by court order.

1. The Contractor(s) shall arrange and direct all exhumations and re-interments for Hays County which are authorized by the Department.
2. The Contractor(s) shall provide a licensed funeral director to oversee the exhumation and re-interment as required by the laws of the State of Texas.
3. If family-requested disinterment, the Contractor shall deliver the exhumed remains to the family at the cost of the family. Hays County will not be held liable for any cost of said disinterment and/or re-interment or any associated costs.
4. The Contractor shall update records to reflect the disinterment and provide updated records and Map to Department staff immediately.
5. Court Ordered disinterment: The Contractor shall deliver the exhumed remains to the morgue, the Medical Examiner's Office or any other authority as prescribed by Court Order. The Contractor shall take possession of the remains and re-inter, if necessary, upon release.

6. For re-interment: The Contractor shall prepare the remains at the Contractor's facility in accordance with the laws of the State of Texas. The Contractor shall provide a disaster pouch if necessary and any other required supplies.
7. The Contractor shall reuse the original casket if original casket is in reasonable condition. If original casket is unusable, a new casket shall be replaced.
8. The Contractor shall make every effort to keep the outer container in the grave and reusable during the exhumation. The outer container shall be reused if it continues to meet minimum requirements of the cemetery. If the original outer container is unusable, the outer container shall be replaced.

Disaster/Contingency Plan:
The Contractor will submit a contingency emergency plan to provide services in the event of a force majeure.

Exhibit B

Legends Tri County Funeral Services
Scope of Work, Experience, and Personnel

Scope of Work:

Legends Tri County Funeral Services proposes to perform Cremation & Burial Services to Hays Count residents who have completed a request for help and approved by the County.

Experience:

Legends Tri County Funeral Services has been operating as a State of Texas licensed funeral home since February 2016. Prior to 2016 we operated as Goodnight & Snell Funder al Directors from 2008-2016.

Legends has an on-site crematory. The cremator operates 2 retorts and has refrigeration capacity for 35 human remains.

Legends has performed Cremation and Burial. Services for Hays County since our inception.

Key Personnel:

- John Goodnight, Owner & Funeral Director
  John has served as a funeral director in the State of Texas since 1985 (41 years). He moved to San Marcos in 1984. He is also certified crematory operator.

- Shawn Hogarth
  Shawn has served as a funeral director in the State of Texas since 2016. Shawn serves as Manager for Legends Tri County. He is also a certified crematory operator.

- Jose Moreno
  Jose has served as a Funeral Director in the State of Texas since 2023. He has been with Legends Tri County since late 2025. He is also a certified crematory operator.

- Nick Diaz, Jr.
  Nick has served as a Funeral Director in the State of Texas since 1979. He has been with Legends Tri County since early 2026.

Exhibit C
Fee Schedule

The proposed fee schedule is intended for each respondent to submit an individual price per Indigent Cremation and Burial Services that is all-inclusive of the following services:

- Transportation
- Preparation
- Containment
- Securing, opening, and closing a plot
- Embalming
- Preparation and dressing the body for burial
- Grave Marker
- Make arrangements with friends and family of the deceased to view the body
- Shelter remains and provide funeral services
- Obtaining the death certificate and filing it with the Bureau of Vital Statistics
- Obtaining the burial or cremation permits from the proper authorities per Chapter 193, Texas Health and Safety Code
- Contractor shall secure all license or permits required by any State, Couty or other governmental authority at its sole cost and expense.

The proposed fee schedule should include but not limited to necessary deliverables, insurance, overhead, other miscellaneous items, and cost to complete the proposed work.

Respondent must utilize this Pricing Sheet. Any reworked version of this sheet, provided by Respondent as a substitute, may be deemed non-responsive, and may, at the County's sole discretion, result in Respondent's disqualification.

Burial Only with Headstone
(No Viewing & Services)

Line-Item Description	Cost
Burial Services: Child (0-11years)	$1,136.00
Burial Services: 200 lbs. or less	$1,450.00
Burial service: 201 – 300 lbs.	$1,450.00
Burial service: over 301 lbs.	$1,850.00

Cremation Only
(No Viewing & Services)

Line-Item Description	Cost
Cremation: Child (0-11years)	$200.00
Cremation: 200 lbs. or less	$850.00
Cremation: 201 – 300 lbs.	$850.00
Cremation: over 301 lbs.	$1,050.00

Options

Line-Item Description	Cost
Burial Services with viewing and Services	
Burial Services: Child (0-11years)	$2,500.00
Burial Services: 200 lbs. or less	$3,970.00
Burial service: 201 – 300 lbs.	$4,200.00
Burial service: over 301 lbs.	$4,200.00
Cremation Services	
Cremation: Child (0-11years)	$1,500.00
Cremation: 200 lbs. or less	$3,320.00
Cremation: 201 – 300 lbs.	$3,820.00
Cremation: over 301 lbs.	$3,820.00
Grave Marker	
Grave Marker: 16” x 8” x3” (for additional current graves)	$300.00
Disinterment/Re-Interment	
Disinterment – Family Requested	$750.00
Disinterment – Court Ordered	$750.00
Re-Interment – Family Requested	$750.00
Re-Interment – Court Ordered	$750.00

AGENDA ITEM REQUEST FORM: L. 1.

Hays County Commissioners Court

Date: 10/27/2026

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. 2.

Hays County Commissioners Court

Date: 10/27/2026

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 to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in and to 2.196 acres from property owned by Jonathan V. Castanada and Eiliana M. Castanada, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 32). Possible action to follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 3.

Hays County Commissioners Court

Date: 10/27/2026

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 to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 3.555 acres, and drainage easement interest in 0.3719 acre from property owned by Billie Jo Wilson, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 33). Possible discussion and/or action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 4.

Hays County Commissioners Court

Date: 10/27/2026

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 to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 4.736 acres, and drainage easement interest in 0.0969 acre from property owned by *Altagarcia Elias, as Custodian for minors Kayla Segovia and Vianey Segovia*, and which is required for the construction of the proposed FM 2001 Gap roadway improvements and utility adjustments, and take other appropriate action (Parcel 35 & 36). Possible discussion and/or action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 5.

Hays County Commissioners Court

Date: 10/27/2026

Requested By:

Sponsor: Commissioner Hammer

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding: (1) *Hays County, Texas v. Somerset Homes, Inc, A Texas Corporation*, et al., Cause No. 25-0760-C pending in Hays County Court-at-Law No. 1 (Parcel 2 of the RM 12 at Skyline Drive roadway and safety improvement project). Possible discussion and/or action may follow in open court. **HAMMER**

Summary