Commissioners Court –June 2, 2015
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **2th day of June, 2015**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

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

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	4	Approve payments of county invoices. **HERZOG**
2	5-11	Approve Commissioners Court Minutes of Regular Meeting on May 26, 2015 and Emergency Meeting on May 29, 2015. **COBB/GONZALEZ**
3	12-13	Authorize the County Judge to execute Amendment 2 to the grant Project Agreement with the Texas Parks and Wildlife Department to extend the completion date for the Dahlstrom Ranch Trail Construction project. **JONES/HAUFF**
4	14-17	Authorize the County Judge to execute Change Order #1 to the Construction Contract with M & C Fonseca Construction for the Cedar Oak Mesa Water Line Improvements project and amend the budget accordingly. **CONLEY/HAUFF**
5	18-22	Authorize the County Judge to execute an Interlocal Agreement with the City of San Marcos for the disparate allocation of U.S. Department of Justice, 2015 Justice Assistance Grant (JAG) funding. **COBB/HAUFF**
6	23	Authorize Institutional OSSF Permit at 601 Old Oaks Ranch Road, Wimberley, TX. **CONLEY/MCINNIS**
7	24-25	Approve specifications for IFB 2015-B05 FM 150 Center Turn Lane for the Hays County / TxDOT Partnership Program and authorize Purchasing Manager to solicit for bid and advertise. **INGALSBE/HERZOG/MAIORKA**

ACTION ITEMS

ROADS

8	26-43	Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement and Resolution with the Texas Department of Transportation for Bridge Replacement at the Blanco River on Fischer Store Road, CSJ #0914-33-071. **CONLEY/BORCHERDING**

SUBDIVISIONS		
9	44-45	SUB-366 Maupin Purgatory Tract (1 lot). Discussion and possible action to approve final plat. **CONLEY/HAIRELL**
10	46-51	SUB-375 - Key Ranch Section 2 (54 lots). Discussion and possible action to accept fiscal surety in the amount of $1,460,000.00. **WHISENANT/HAIRELL**

MISCELLANEOUS		
11	52-53	Discussion and possible action to consider a variance from Section 10 C-1 of the Hays County Rules for On-Site Sewage Facilities and grant a development authorization to Boyd Sharp, owner of a portion of lot 7, Green Acres Subdivision. **CONLEY/MCINNIS**
12	54-91	Discussion and possible action to authorize the County Judge to execute an Agreement Regarding La Cima Habitat Preservation, Purgatory Creek Parkland Dedication, and Centerpoint Right-of-Way Dedication between Hays County and Lazy Oaks Ranch, LP; and to authorize General Counsel to take any actions and to sign any and all documents incidental to closing of Hays County's purchase of a 700.2-acre Conservation Easement from Lazy Oaks Ranch, LP, for use in Hays County's Regional Habitat Conservation Plan. **CONLEY/GARZA**
13	92	Discussion and possible action to request that the Hays County Appraisal District conduct a re-appraisal to those properties affected by the 2015 floods. **CONLEY/CARAWAY**
14	93	Discussion and Possible Action to authorize the County Judge to execute an Interlocal Cooperation Agreement, as finalized by General Counsel, between Hays County and the City of San Marcos related to mutual aid and disaster relief activities by both governmental entities. **COBB**
15	94	Discussion and Possible Action to authorize the County Judge to execute an Interlocal Cooperation Agreement, as finalized by General Counsel, between Hays County and the City of Wimberley related to mutual aid and disaster relief activities by the County within the municipal limits of the City of Wimberley. **COBB**
16	95	Discussion and possible action to ratify actions taken by the Hays County Sheriff's Office related to transfers of prisoners of the Hays County Jail. **COBB/CUTLER**
17	96-115	Discussion and Possible Action to authorize the County Judge to execute a Master Services Agreement between Hays County and Tetra Tech, Inc., related to Emergency Management Consulting, Debris Management Program Consulting, Grant Administration Services, and after flood-related consulting services. **COBB**
18	116	Discussion and possible action to authorize the County Judge to execute a contract for Disaster Debris Removal Services, as approved by General Counsel and with the vender recommended by the Hays County Purchasing Agent. **COBB**

EXECUTIVE SESSIONS

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

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.

19	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **COBB/CUTLER**
20	Discussion and possible action related to the burn ban and/or disaster declaration. **COBB/CHAMBERS**
21	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. **COBB**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 29th day of May, 2015

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

_____

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of Regular Meeting on May 26, 2015 and Emergency Meeting on May 29, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Gonzalez	COBB	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 26TH DAY OF MAY A.D., 2015, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
WILL CONLEY	**COMMISSIONER, PCT. 3**
LIZ Q. GONZALEZ	**COUNTY CLERK**

WITH COMMISSIONER PCT. 4 RAY O. WHISENANT JR ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Reverend Carl W. Clark, Chaplin gave the invocation. Judge Cobb led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Emergency Management Officer, Kharley Smith gave a brief update on the weekend flood. 1 – Continuing search & rescue. 2 – Establish volunteers and family assistance programs. 3 – Coordinating joint emergency efforts with the various agencies, Cities of Wimberley and San Marcos, Hays County, State and Federal agencies. 4 – Debris – mobilizing debris contractor. Ms. Smith requested the public use www.Haysinformed.com to inquire on information on any of the issues regarding emergency issues in and around Hays County. Commissioner Conley spoke of working with the State to expedite Fisher Store Bridge project.

PRESENTATION OF HAYS COUNTY SERVICE AWARDS

Shari Miller of Human Resources Department gave out the Service Awards. 5 Years – Jennifer Scott – Commissioner Jones Office, Michael Moore – General Counsel's Office, Tanner Timmons and Miranda Supak – Sheriff's Office. 10 Years – Benjamin Haverda and Sergio Ortiz – Sheriff's Office. 15 Years – Mary Salinas – Elections Office. 25 Years – Sylvia Gonzales – JP Pct. 2 Office.

30680 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve payments of County Invoices in the amount of $2,151,126.51 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

30681 APPROVE COMMISSIONERS COURT MINUTES OF MAY 19, 2015

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of May 19, 2015 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

30682 APPROVE SPECIFICATIONS FOR IFB 2015-B08 REGULATORY ROAD SIGNS FOR HAYS COUNTY ROAD DEPARTMENT AND AUTHORIZE PURCHASING MANAGER TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2015-B08 Regulatory Road Signs for Hays County Road Department and authorize Purchasing Manager to solicit for bid and advertise. All present voting "Aye". MOTION PASSED

30683 AUTHORIZE THE SHERIFF'S OFFICE TO ADD A TELEPHONE ALLOWANCE EFFECTIVE JUNE 1, 2015 FOR SLOT NUMBER 0473-001 AND AMEND THE BUDGET ACCORDINGLY

A stipend has been requested and approved for a Sheriff's Office Lt. Position via the Request/Justification Form for Electronics and Related Equipment/Services. This position will better serve the Sheriff's Office and Government Center after hours during emergencies by utilizing a smart phone. Amount required $140.00; 001-618-00.5489 Telephone & Data Lines ($140.00); 001-618-00.5194 Telephone Allowance $140.00. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Sheriff's Office to add a telephone allowance effective June 1, 2015 for slot number 0473-001 and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

30684 AUTHORIZE INSTITUTIONAL OSSF PERMIT AT 761 OLD BLACK COLONY ROAD, BUDA, TX

Sebastian Stadler is proposing an on-site sewage facility to serve an aquaponics greenhouse business and employee residence at 761 Old Black Colony Road in Precinct 2. This property is 6.68 acres in size and water will be supplied by city of Buda public water supply. The components of this on-site sewage facility will be a pretreatment tank, an equalization tank, and a proprietary aerobic treatment unit. Effluent will be dispersed to a drip irrigation field. The system was designed by David McGhee, R.S. for a maximum of 320 gpd. **A motion was made by Commissioner Jones, seconded by Commissioner Conley to authorize Institutional OSSF Permit at 761 Old Black Colony Road, Buda, TX. All present voting "Aye". MOTION PASSED**

30685 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LETTER AMENDMENT TO THE CONTRACT FOR COLLECTION OF DELINQUENT COURT FINES AND FEES ASSESSED BY THE JUSTICE COURTS BETWEEN HAYS COUNTY AND MVBA, LLC DBA MCCREARY, VESELKA, BRAGG & ALLEN, LLC

The Contract is being amended to include the Hays County Health Department. **A motion was made by Commissioner Jones, seconded by Commissioner Conley to authorize the County Judge to execute a letter amendment to the Contract for Collection of Delinquent Court Fines and Fees Assessed by the Justice Courts between Hays County and MVBA, LLC dba McCreary, Veselka, Bragg & Allen, LLC. All present voting "Aye". MOTION PASSED**

30686 AUTHORIZE THE COUNTY COURT AT LAW JUDGE AND VETERAN'S COURT COORDINATOR TO TRAVEL OUT OF STATE TO ATTEND THE NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS IN WASHINGTON DC AND AMEND THE BUDGET ACCORDINGLY

The County Court at Law Judge who presides over the Hays County Veteran's Court would like authorization for himself and the Veteran's Court Coordinator to attend the 21st Annual NADCP conference in Washington DC in July. This is the world's largest conference on substance abuse, mental health and this year the criminal justice system is partnering with the only conference devoted exclusively to Veterans Treatment Courts and justice involved veterans. This will offer over 75 sessions with more than 100 hours of education and CEU credits. We will receive cutting-edge training to help with our ongoing efforts to enhance the Hays County Veterans Treatment Court. Savings within the CCL2 operating budget has been identified to fund the Judge's request. Approval from the granting agency has been received to fund the Court Coordinator using grant funds. CCL2; Decrease 001-612-00.5440_202; Apptd Attorney Savings ($2,500.00); Increase 001-612-00.5551; Continuing Education $2,500.00; Veteran's Court: Decrease 001-612-99-083.5160_400; Medical Insurance Savings ($2,266.00); Increase 001-612-99-083.5551; Continuing Education $2,266.00. Amount required $2,500 – CCL Op; $2,266 – CCL VC. **A motion was made by Commissioner Jones, seconded by Commissioner Conley to authorize the County Court at Law Judge and Veteran's Court Coordinator to travel out of state to attend the National Association of Drug Court Professionals in Washington DC and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

30687 AUTHORIZE PCT. 1 COMMISSIONER TO HIRE AND SIGN A CONTRACT FOR PROFESSIONAL SERVICES WITH KLOTZ & ASSOCIATES FOR PREPARING PLANS FOR DRAINAGE IMPROVEMENTS ALONG HARRIS HILL ROAD. THIS COURT ACTION WILL ALSO DIRECT PURCHASING TO SOLICIT BIDS FOR THE WORK UPON COMPLETION OF PLANS

Continued flooding of properties along Harris Hill Road warranted the development of engineered plans for drainage improvements. These plans anticipated County crews building the improvements. The complexity of the project warrant the plans be modified to allow competitive bidding of the project. This agenda item will fund modifications to the engineering drawings and will authorize Purchasing to solicit bids after plans are completed. Amount required $19,600; line item 5448-008 (Budgeted). **A motion was made by Commissioner Jones, seconded by Commissioner Conley to authorize Pct. 1 Commissioner to hire and sign a contract for Professional Services with Klotz & Associates for preparing plans for drainage improvements along Harris Hill Road. This Court action will also direct Purchasing to solicit bids for the work upon completion of plans. All present voting "Aye". MOTION PASSED**

30688 CALL FOR A PUBLIC HEARING ON JUNE 9, 2015 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOT 29, RIVER OAKS OF WIMBERLEY

River Oaks of Wimberley is a recorded subdivision located off of Oak Run Drive in Precinct 3. The proposed re-plat will divide the 4.576 acre lot 29 into 2 lots. Water service will be provided by individual water wells and wastewater treatment will be accomplished by individual on-site sewage facilities. Lot 2 is currently served by a conventional OSSF; however the Hays County minimum lot size for a lot served by a private well and conventional OSSF is 3 acres. The property owner feels that replacing the existing functioning system would be an undue burden and has requested a variance from this rule. Should the existing OSSF need replacement it

will be replaced by an advanced OSSF. **A motion was made by Commissioner Conley, seconded by Commissioner Jones to call for a public hearing on June 9, 2015 to discuss final plat approval of the Replat of Lot 29, River Oaks of Wimberley. All present voting "Aye". MOTION PASSED**

30689 CALL FOR A PUBLIC HEARING ON JUNE 9, 2015 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOT 15, DEER CREEK RANCH SECTION 1, BLOCK C

Deer Creek Ranch is a recorded subdivision located off of Ranch Road 12 in Precinct 4. The proposed re-plat will divide the 5.03 acre lot into three lots. Water service will be provided by Deer Creek Ranch Water and wastewater treatment will be accomplished by individual on-site sewage facilities. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on June 9, 2015 to discuss final plat approval of the Replat of Lot 15, Deer Creek Ranch Section 1, Block C. All present voting "Aye". MOTION PASSED**

30690 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT REGARDING LA CIMA HABITAT PRESERVATION, PURGATORY CREEK PARKLAND DEDICATION, AND CENTERPOINT RIGHT-OF-WAY DEDICATION BETWEEN HAYS COUNTY AND LAZY OAKS RANCH, LP; AND TO AUTHORIZE GENERAL COUNSEL TO TAKE ANY ACTIONS AND TO SIGN ANY AND ALL DOCUMENTS INCIDENTAL TO CLOSING OF HAYS COUNTY'S PURCHASE OF A 702-ACRE CONSERVATION EASEMENT FROM LAZY OAKS RANCH, LP, FOR USE IN HAYS COUNTY'S REGIONAL HABITAT CONSERVATION PLAN – TABLED

Mark Kennedy, General Counsel gave a brief explanation of the Agreement. This Master Agreement between Hays County and Lazy Oaks Ranches, LP covers a variety of deal points negotiated between the Parties. The Master Agreement will result in Hays County's acquisition of a Conservation Easement that will create the mitigation bank for its Regional Habitat Conservation Plan. Amount required $ $2,000,000 USD; $800,000 USD; line item number: Parks Bond / Pct.3 Roads.

30691 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A BUSINESS ASSOCIATE AGREEMENT BETWEEN HAYS COUNTY AND MVBA, LLC DBA MCCREARY, VESELKA, BRAGG & ALLEN, LLC

Mark Kennedy, General Counsel gave an explanation of the HIPPA Laws and confidentiality rights. **A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Business Associate Agreement between Hays County and MVBA, LLC dba McCreary, Veselka, Bragg & Allen, LLC. All present voting "Aye". MOTION PASSED**

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ALONG OR NEAR DACY LANE IN PRECINCT 1 OF HAYS COUNTY

Court convened into Executive Session at 10:40 a.m. and reconvened into opened court at 10:50 a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Judge Cobb, Allen Crozier with HDR and Lori Bible of LAN. No Action Taken.

DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY

Judge Cobb gave the Hays County Jail report. Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10% of capacity open. That lowers our capacity to 311. The jail's daily average was 306 and peak was 322 on May 19th for the week of May 17 to May 23, 2015. The maximum female capacity is 76 inmates. Last week's average was 51 and peak was 56 on 5/22/2015. The maximum male capacity is 256 inmates. Last week's average was 255 and peak was 272 on 5/19/2015. Inmate at Guadalupe County: 17 . Inmate at Bastrop County: 20

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

The Burn Ban will remain lifted per recommendation of the Hays County Fire Marshall. . Judge Cobb advised the citizens of Hays County to use extreme caution when conducting outdoor burning.

County Clerk Agenda Item #17 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR* **– was pulled**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adjourn court at 10:53 a.m.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on May 26, 2015.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

LIZ Q GONZALEZ, COUNTY CLERK AND EXOFFICIO CLERK OF THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 29TH DAY OF MAY A.D., 2015, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN AN EMERGENCY MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LIZ Q. GONZALEZ	**COUNTY CLERK**

WITH WILL CONLEY, COMMISSIONER, PCT. 3 AND RAY O. WHISENANT JR, COMMISSIONER, PCT. 4 BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

UPDATE REGARDING LOCAL DISASTER RELIEF

Captain Mike Davenport of the Sheriff's Office gave a brief update on the flood and search and recovery. As of today, there are 11 confirmed missing people. Of those 11, 3 have been recovered and identified. This leaves 8 total missing. Additionally, there have been 3 bodies recovered (2- adult males & 1-male child), that have not been reported missing.

30692 CONTINUE THE LOCAL DISASTER DECLARATION ORDERED BY THE HAYS COUNTY JUDGE PURSUANT TO SECTION 418.108 OF THE TEXAS LOCAL GOVERNMENT CODE ON OR ABOUT MAY 24, 2015, RELATED TO FLOODING AND INCLEMENT WEATHER IN HAYS COUNTY

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to continue the Local Disaster Declaration Ordered by the Hays County Judge Pursuant to Section 418.108 of the Texas Local Government Code on or about May 24, 2015, related to flooding and inclement weather in Hays County.

30693 AUTHORIZE THE DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT TO WAIVE FEES AT THE TRANSFER AND CITIZENS COLLECTION STATIONS, EFFECTIVE 5/28/15, FOR CITIZENS DROPPING OFF WASTE GENERATED BY THE MAY 2015 FLOODS

Clint Garza, Director of Development and Community Services Department spoke. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Development and Community Services Department to waive fees at the Transfer and Citizens Collection Station, effective 5/28/15, for citizens dropping off waste generated by the May 2015 Floods for a 90 day period and come back to assess.**

30694 AUTHORIZE THE DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT TO IMPLEMENT STREAMLINED PERMITTING PROCEDURES, EFFECTIVE 5/28/15, FOR CITIZENS IMPACTED BY THE MAY 2015 FLOODS, INCLUDING BUT NOT LIMITED TO: WAIVING PERMIT FEES, WAIVING VARIOUS OSSF AND DEVELOPMENT REGULATIONS REQUIREMENTS, DEVELOPING EVENT SPECIFIC DOCUMENTS

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Development and Community Services Department to implement streamlined permitting procedures, effective 5/28/15, for citizens impacted by the May 2015 Floods, including but not limited to: waiving permit fees, waiving various OSSF and Development Regulations Requirements, developing event specific documents.

30695 APPROVE THE FORM OF AGREEMENT RELATED TO RIGHT OF ENTRY, HOLD HARMLESS AND DUPLICATION OF BENEFITS FOR USE BY COUNTY AGENTS AND CONTRACTORS WITH LANDOWNERS WITHIN HAYS COUNTY; AND TO AUTHORIZE PRECINCT COMMISSIONERS TO EXECUTE SAID AGREEMENTS ON AN AS-NEEDED BASIS, WITH INPUT FROM STAFF

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the form of Agreement related to Right of Entry, Hold Harmless and Duplication of Benefits for Use by County Agents and Contractors with Landowners within Hays County; and to authorize Precinct Commissioners to execute said agreements on an as-needed basis, with input from staff.

39696 AUTHORIZE THE TRANSPORTATION DEPARTMENT TO PURCHASE A CAT 272D SKID STEER LOADER FOR DEBRIS REMOVAL AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Transportation Department to purchase a CAT 272D Skid Steer Loader for debris removal and amend the budget accordingly.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adjourn Court at 9:23 a.m.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on MAY 29, 2015.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

LIZ Q. GONZALEZ, COUNTY CLERK AND EXOFFICIO CLERK OF THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute Amendment 2 to the grant Project Agreement with the Texas Parks and Wildlife Department to extend the completion date for the Dahlstrom Ranch Trail Construction project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	JONES	N/A

SUMMARY

On January 25, 2011 the Commissioners Court accepted a grant award from the Texas Parks and Wildlife Department, Texas Recreational Trails Fund for $100,000 for development of the Dahlstrom Ranch Public Access Area (Trail Construction). Work on the project has been delayed due to pending negotiations with the Dahlstrom family over lease terms, which have since been resolved.

The original Project Agreement was set to expire on August 31, 2014 and Amendment 1 approved by Commissioners Court on April 1, 2014 extended the Agreement termination date to July 15, 2015. The current Amendment (Number 2) will extend the project completion date to July 15, 2016. All other terms and conditions of the original Agreement remain the same.

TEXAS PARKS AND WILDLIFE DEPARTMENT

TEXAS RECREATIONAL TRAIL FUND AGREEMENT

AMENDMENT TO PROJECT AGREEMENT

Project Amendment Number: **RT001013.2**

Project Name: Hays County-Dahlstrom Ranch Trail Construction **CFDA:20.219**

* * *

THIS AMENDMENT to Project Agreement Number RT1013 is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant to the Texas Recreational Trail Program.

The project sponsor and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:

To **Extend** the project agreement expiration date to July 15, 2016.

In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment as of the date entered below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

by _____

Tim Hogsett, Director, Recreation Grants Branch
(Name and Title)

5-26-15
(Date of Approval)

HAYS COUNTY
(SPONSOR)

by _____

_____
(Name and Title)

N/A SAM Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute Change Order #1 to the Construction Contract with M & C Fonseca Construction for the Cedar Oak Mesa Water Line Improvements project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2015	N/A - reduction

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	CONLEY	N/A

SUMMARY

On April 28, 2015 the Commissioners Court approved a bid award to M & C Fonseca Construction for the Cedar Oak Mesa Water Line Improvements project, in the amount of $260,587.50. The subsequent contract was executed by the County Judge on May 13, 2015.

Through negotiations between the various parties, some cost savings have been achieved in regards to the trench safety system, pavement repairs, relocation of utilities and other miscellaneous items, clean up and restoration of the site area, and the reconnection of water service to individual residences. These changes reflect a cost savings of $36,900.00 and result in a new total contract amount of $223,687.50 (a 14.2% reduction). Change Order Number 1 will document these changes.

A505

Texas Department of Agriculture
Construction Contract Change Order

Owner (Contractor Locality): **Hays County** **712 S. Stagecoach Trail** **Suite 1071** **San Marcos, Texas 78666**	Contract For (project description): **Hays County 2014 TxCDBG** **Cedar Oaks Mesa** **Water Line Improvements** Project Location: **Wimberley**	Region **CAPCOG** TxCDBG Contract No. **7214211** Change Order No. **1**

Contractor: (Name & Address) **M & C Fonseca Construction** **1901 Prairie Creek Road** **Granite Shoals, Texas 78654** **Tele. No. (830) 596-1741** **Fax. No. (830) 596-1824**	Engineer: (Name & Address) **Hejl, Lee & Associates, Inc.** **321 Ed Schmidt Blvd., Ste. 100** **Hutto, Texas 78634** **Tele. No. (512) 642-3292** **Fax. No. (512) 642-4230** **Engineer's Project No. 35019**

Owner is requesting TDA review to determine eligibility of change order expenses.

Changes to Existing Line Items – See attached spreadsheet

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
	SEE ATTACHED					
	SPREADSHEET					

New Items Requested (Items without a unit price in the original bid)
Adjust and relocate water meter to property line

Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

Change in Contract Price		**Change in Contract Time**	
Original Contract Price:	**$ 260,587.50**	Original Contract Time:	**120** days
Previous Change Order(s) No. - to No. -	$ - 0-	Net Change From Previous Change Orders	0 days
Contract Price Prior to this Change Order	**$ 260,587.50**	Contract Time Prior to this Change Order	**120** days
Net Increase/Decrease of this Change Order	**($ 36,900.00)**	Net Increase/Decrease of this Change Order	0 days
Contract Price With all Approved Change Orders	**$ 223,687.50**	Contract Time With all Approved Change	**120** days
Cumulative % Change in Contract Price:	**14.2 %**		

Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved.
* Reimbursement of costs submitted in this change order are subject to approval by the Department.

See TxCDBG Project Implementation Manual Section 5.2.5.

Region:	TxCDBG Contract No.: **7214211**
Grant Recipient: **Hays County**	Change Order No. **1**

JUSTIFICATION FOR CHANGE	**Increase**	**Decrease**	**No Change**
1. Effect of this change on scope of work:	☐	☐	X
2. Effect on operation and maintenance costs:	☐	☐	X
	Yes	**No**	**N/A**
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement? If yes, please attach Performance Statement modification request.	☐	X	☐
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	☐	X	-
If "Yes", is an Environmental Re-assessment required?	☐		N/A
5. Is the TCEQ clearance still valid?	X		
6. Are other TxCDBG contractual special condition clearance still valid? (If no, specify):	☐	☐	N/A
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	☐	☐	N/A

APPROVED by Grant Recipient (Required):

Signature: _____ Title: _____ Date: _____

RECOMMENDED:	**ACCEPTED:**
By: _____	By: _____
ENGINEER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: 5-21-2015	Date: 5/21/15

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient	**Hays County**	**Jeff.hauff@co.hays.tx.us**
Admin Consultant	**LCMS**	**judy@lcmsinc.com**
Engineering Consultant	**Hejl, Lee & Associates, Inc.**	**hlainc@austin.rr.com**

For office use only: **Eligible Change Order**

Net Increase/Decrease of this Change Order Requested $_____	Net Increase/Decrease of this Change Order Requested _____ days
Net Increase/Decrease of this Change Order Approved $_____	Net Increase/Decrease of this Change Order Approved _____ days
Contract Price With all Approved Change Orders $_____	Contract Time With all Approved Change Orders _____ days

Notes:

_____ Regional Coordinator	_____ Date
_____ Manager	_____ Date

HAYS COUNTY CEDAR OAKS MESA
2014 TXCDBG WATER LINE IMPROVEMENTS
PROPOSED CHANGE ORDER NO. 1

TXCDBG NO. 7214211, HLA PROJECT NO. 35019

NO.	DESCRIPTION	UNIT PRICE	UNIT	ORIGINAL CONTRACT		CHANGE ORDER 1		REVISED CONTRACT	
				QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	6-INCH PVC C-900 WATER LINE, INCLUDING ALL FITINGS, COMPLETE IN PLACE	$ 34.75	L.F.	2,550	$ 88,612.50	-	$ -	2,550	$ 88,612.50
2	6-INCH GATE VALVE INCLUDING VALVE BOX, COMPLETE IN PLACE	1,150.00	EA.	6	6,900.00	-	-	6	6,900
3	2-INCH GATE VALVE INCLUDING VALVE BOX, COMPLETE IN PLACE	985.00	EA.	1	985.00	-	-	1	985
4	FIRE HYDRANT ASSEMBLY, INCLUDING ALL PIPES, VALVES AND FITTINGS, COMPLETE IN PLACE	4,950.00	EA.	3	14,850.00	-	-	3	14,850
5	2-INCH COMBINATION AIR RELEASE VALVE, COMPLETE IN PLACE	2,850.00	EA.	2	5,700.00	-	-	2	5,700
6	TRENCH EXCAVATION SAFETY SYSTEM	2.00	L.F.	2,550	5,100.00	(2,550)	(5,100)	-	-
7	RECONNECT EXISTING WATER SERVICE (SINGLE SHORT, SINGLE LONG, DOUBLE SHORT, DOUBLE LONG WATER SERVICES), COMPLETE IN PLACE	1,400.00	EA.	26	36,400.00	(26)	(36,400)	-	-
8	3-INCH PVC SCH40 SLEEVE FOR WATER SERVICE RECONNECTION	12.00	L.F.	330	3,960.00		-	330	3,960
9	CONNECT TO EXIST. WATER LINE, COMPLETE IN PLACE	3,200.00	EA.	6	19,200.00	-	-	6	19,200
10	LOCATE AND ABANDON EXISTING WATER LINES, COMPLETE IN PLACE	3,800.00	L.S.	1	3,800.00		-	1.00	3,800
11	PAVEMENT REPAIR	18.00	L.F.	3,010	54,180.00	(200)	(3,600)	2,810	50,580
12	TRAFFIC CONTROL AND BARRICADES	3,500.00	L.S.	1	3,500.00	-	-	1.00	3,500
13	RELOCATE EXIST. UTILITIES, FENCES, MAILBOXES, SIGNS AND OTHER MISCELLANEOUS ITEMS AS NECESSARY	8,800.00	L.S.	1	8,800.00	(1.00)	(8,800)	-	-
14	PERMANENT/ TEMPORARY EROSION CONTROL INCLUDING SILT FENCE AND ROCK BERM	4,800.00	L.S.	1	4,800.00		-	1.00	4,800
15	CLEAN UP, RESTORATION AND REVEGETATION	3,800.00	L.S.	1	3,800.00	(1.00)	(3,800)	-	-
7PE	RECONNECT EXISTING WATER SERVICE (SINGLE SHORT, SINGLE LONG, DOUBLE SHORT, DOUBLE LONG WATER SERVICES), COMPLETE IN PLACE, *PE PIPE*	800.00	EA.		-	26.00	20,800	26.00	20,800
	TOTAL				**$ 260,587.50**		**$ (36,900.00)**		**$ 223,687.50**

Recommended By: _____ Date: 5-21-2015
HEJL, LEE & ASSOCIATES, INC.

Accepted By: _____ Date: 5/21/2015
M & C FONSECA CONSTRUCTION

Approved By: _____ Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an Interlocal Agreement with the City of San Marcos for the disparate allocation of U.S. Department of Justice, 2015 Justice Assistance Grant (JAG) funding.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	COBB	N/A

SUMMARY

The 2015 federal JAG allocations to local jurisdictions have been announced and Hays County did not qualify for a direct award. However, the County is in a disparate funding category with the City of San Marcos, who has been awarded $13,533, and the disparate funding category allows the County to potentially share in this award. Given that the award is relatively small, and considering grant reporting requirements, fiscal and audit administration and the limited scope of the project(s) involved should the award be divided, it is probably prudent to allow the City of San Marcos full use of the funds. The County and City have alternated receipt of the award over the past two years, with Hays County accepting the award last year.

The U.S. Department of Justice requires that a formal agreement between the disparate parties be executed to determine utilization of the funding. The Interlocal Agreement proposed allocates the funding to the City of San Marcos and waives the County's interest in funding through this award.

The State of Texas

County of Hays

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN MARCOS, TEXAS AND
THE COUNTY OF HAYS, TEXAS
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____day of _____, 2015 (the "Effective Date") by and between the County of Hays, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the City of San Marcos, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hays County, State of Texas, witnesseth:

WHEREAS, the U.S. Department of Justice requires that entities in a disparate allocation of Justice Assistance Grant (JAG) funding enter into an Agreement to provide for the use of those funds awarded; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY is eligible for $13,533 from the direct JAG award, and the COUNTY did not qualify for a direct award in this disparate allocation; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the current JAG funds to the City.

NOW THEREFORE, in consideration of the foregoing and the mutual benefits and promises herein, the COUNTY and CITY agrees as follows:

Section 1. Submission of Grant Application

CITY agrees to retain the full amount of the JAG award, in the amount of $13,533.00, and will be the sole grant applicant and responsible party for this award.

Section 2. Disbursement of Grant Funds

COUNTY agrees to waive funding of this JAG award and the proceeds of the award shall be the sole responsibility of the CITY.

Section 3. Use of Grant Funds

CITY shall be the sole recipient of the JAG award and shall utilize the funding for eligible program purposes.

Section 4. Term

The term of this Interlocal Agreement will commence on the Effective Date, and will end on December 31, 2016.

Section 5. Miscellaneous

A. **Interlocal Cooperation**: The Parties agree to cooperate with each other in good faith at all times during the term of this Interlocal Agreement in order to achieve the purposes and intent of this Interlocal Agreement.

B. **Authority:** Each Party to this Interlocal Agreement acknowledges and represents that this Interlocal Agreement has been executed by its duly authorized representative.

C. **Funding:** The CITY and COUNTY, in performing governmental functions or in paying for the performance of governmental function hereunder, shall make that performance of those payments from lawfully available current revenues during each fiscal year.

D. **Liability:** Each party to this Interlocal Agreement will be responsible for its own actions in providing services under this Interlocal Agreement and shall not be liable for any claims, losses, expenses, demands, judgments, lawsuits or damages that may arise from the furnishing of the services by the other party. Nothing in the performance of this Interlocal Agreement shall impose any liability for claims against CITY or COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

E. **Third Parties:** The Parties to this Interlocal Agreement do not intend for any third party to obtain a right by virtue of this Interlocal Agreement and this Interlocal Agreement shall not create any rights in any third party.

F. **Entire Agreement:** This Interlocal Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both parties. None of the Parites may assign this Interlocal Agreement without the written consent of the other Party.

G. **Interpretation:** The Parties acknowledge and confirm that this Interlocal Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.

H. **Invalid Provisions:** Should any provision in this Interlocal Agreement be found or deemed to be invalid, this Interlocal Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Interlocal Agreement are declared to be severable.

I. **Applicable Law:** This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Interlocal Agreement is in Hays County, Texas.

J. **Binding Effect:** This Agreement shall take effect immediately upon execution by the Parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns.

EXECUTED by the Parties in duplicate originals to be effective as of the Effective Date.

CITY OF SAN MARCOS, TEXAS	COUNTY OF HAYS, TEXAS
By: _____	By: _____
Jared Miller, City Manager	Bert Cobb, M.D., County Judge
ATTEST:	ATTEST:
_____	_____
Jamie Lee Pettijohn, City Clerk	Liz Q. Gonzalez, County Clerk
APPROVED AS TO FORM BY:	APPROVED AS TO FORM BY:
_____	_____
Michael Cosentino, City Attorney	Mark Kennedy, General Counsel

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Institutional OSSF Permit at 601 Old Oaks Ranch Road , Wimberley, TX.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Roxie McInnis, Development Services Manager	CONLEY	N/A

SUMMARY

Matthew Gorman is proposing an OSSF to serve a residential treatment house for Nova Recovery Rehabilitation Center at 601 Old Oaks Ranch Road in Precinct 3. This property is 20.004 acres in size and water will be supplied by an on-site public water supply well.
The components of this on-site sewage facility will be an equalization tank and proprietary aerobic treatment unit. Effluent will be dispersed to a night time dosed surface irrigation field. The system was designed by David McGhee, R.S. for a maximum of 300 GPD.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2015-B05 FM 150 Center Turn Lane for the Hays County / TxDOT Partnership Program and authorize Purchasing Manager to solicit for bid and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Herzog/Maiorka/Michael J. Weaver, Prime Strategies, Inc.	INGALSBE	N/A

SUMMARY

See attached draft advertisement for construction bids.

PUBLIC NOTICE
HAYS COUNTY
INVITATION FOR BIDS

Hays County will be accepting sealed Bids for:

FM 150 Center Turn Lane, Bid No. IFB2015-B05

Sealed Bids will be received by Hays County, Purchasing Office, Hays County Government Center, 712 South Stagecoach Trail, Suite 1071, San Marcos, TX 78666 until 2:00 PM local time on Tuesday, June 23, 2015 at which time and place the bids will be publicly opened and read.

A non-mandatory Pre-Bid Conference will be held on Thursday, June 11, 2015 at 2:00 PM at the Hays County Transportation Department Office, 2171 Yarrington Road, San Marcos, TX 78666.

To submit Proposals for this Contract, prospective bidder shall, on Tuesday, June 23, 2015, meet the following requirements: (1) be qualified via "Confidential Questionnaire" by the Texas Department of Transportation (TxDOT) for bidding on State projects or within the 90 day grace period for the preparation of a new qualification statement, or have submitted the Confidential Questionnaire and have it on file with TxDOT at least 10 days before the date proposals are to be opened; (2) be registered with the State of Texas; and (3) provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts.

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from CivCast's website (www.civcastusa.com) beginning Wednesday, June 3, 2015. To receive the official Bid Form, contact Cindy Maiorka at cindym@co.hays.tx.us.

Bid security in the amount not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company or in the form of a certified or cashier's check, must accompany each bid as a guarantee that the successful bidder will enter into a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor. Performance and Payment Bonds will be required as stated in the bidding documents.

Hays County is an Affirmative Action/Equal Opportunity Employer.

Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be accepted.

Issued by order of the Hays County Commissioners Court on Tuesday, June 3, 2015.
Bert Cobb, M.D., County Judge.

DRAFT

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement and Resolution with the Texas Department of Transportation for Bridge Replacement at the Blanco River on Fischer Store Road, CSJ #0914-33-071.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The bridge located at the Blanco River on Fischer Store Road is included in the approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by the Texas Transportation Commission Minute Order Number 114213. TxDot has agreed to reconstruct the bridge and waive the 10% match ($295,000), based on the attached resolution and commitment to spend an equivalent amount of funds for structural of safety improvements on other bridge structures or other conditions as outlined in the AFA.

Attachments:
TxDot Advance Funding Agreement
TxDot cover letter
TxDot Resolution

Texas Department of Transportation
7901 N I35 | AUSTIN, TEXAS 78753 | (512) 832-7000 | WWW.TXDOT.GOV

May 28, 2015

Hays County
CSJ: 0914-33-071
Fischer Store Road at Blanco River
Off-system Bridge Replacement

The Honorable Bert Cobb, M.D.
County Judge
Hays County
111 E San Antonio Street
San Marcos, Texas 78666

Dear Judge Cobb:

Attached for partial execution is an Advance Funding Agreement for the above referenced project. The project consists of a bridge replacement on Fischer Store Road at the Blanco River.

Please return two signed and dated original documents to my attention for further execution. A fully executed agreement will be returned for your records.

If you have any questions, please contact me at (512) 832-7116. Your assistance is appreciated.

Sincerely,

John Jones
Project Delivery Section, Austin District

cc: Victor Vargas, P.E., South Austin Area Engineer, TxDOT
Michelle Romage-Chambers, P.E., Assistant South Austin Area Engineer, TxDOT
Jerry Borcherding, P.E., Hays County
Vickie Dorsett, Hays County

CSJ # 0914-33-071
District #14 - AUS
Code Chart 64 #50106
Project: Fischer Store Road
at Blanco River
NBI Structure #141060AA0180001
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT For Bridge Replacement or Rehabilitation Off the State System

THIS Local Project Advance Funding Agreement (the LPAFA) 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."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at the Blanco River on Fischer Store Road, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 114213, dated February, 2015; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

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, it is agreed as follows:

CSJ # 0914-33-071
District #14 - AUS
Code Chart 64 #50106
Project: Fischer Store Road
at Blanco River
NBI Structure #141060AA0180001
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. **Period of this Agreement**
   The period of this LPAFA is as stated in the Master Agreement, without exception.

2. **Termination of this Agreement**
   Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. **Amendments**
   Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. **Remedies**
   Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. **Scope of Work**
   The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. **Right of Way and Real Property**
   - **A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
   - **B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. **Adjustment of Utilities**
   The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting

from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.

B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall 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.

H. Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. 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.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%). **N/A**

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.

B. Project Cost Estimate for PWP. Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.

D. Responsibilities of the Local Government on EMPs

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this LPAFA but within three (3) calendar years after the earliest contract award of the related PWP.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Hays County
111 E San Antonio Street
San Marcos, Texas 78666

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

22. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

23. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is $500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is $750,000.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0914-33-071
District #14 - AUS
Code Chart 64 #50106
Project: Fischer Store Road
at Blanco River
NBI Structure #141060AA0180001
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_Bert Cobb M.D._____
Typed or Printed Name

_Hays County Judge_____
Title

_____
Date

THE STATE OF TEXAS

_____
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

_____
Date

CSJ # 0914-33-071
District #14 - AUS
Code Chart 64 #50106
Project: Fischer Store Road
at Blanco River
NBI Structure #141060AA0180001
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0914-33-071
District #14 - AUS
Code Chart 64 #50106
Project: Fischer Store Road
at Blanco River
NBI Structure #141060AA0180001
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP

CSJ # 0914-33-071
District #14 - AUS
Code Chart 64 #50106
Project: Fischer Store Road
at Blanco River
NBI Structure #141060AA0180001
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
York Creek Road at Draws	Yes	No	Remove damaged pipes and replace with CMP's and concrete riprap	$75,000
Long Creek Road at Draw	Yes	No	Remove existing pipe and replace with multiple pipes and concrete riprap	$55,000
Pauls Valley Road at Draw	Yes	No	Remove existing pipe and replace with multiple pipes and concrete riprap	$60,000
Mount Sharp Road at Draw	Yes	No	Remove existing pipes and replace with concrete box culverts	$110,000
Total				$300,000
EMP work credited to this PWP*				$295,000
Balance of EMP work available to associated PWPs				$ 5,000

Associated PWPs CSJs	Amount to be Credited to Associated PWPs

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ # 0914-33-071
District #14 - AUS
Code Chart 64 #50106
Project: Fischer Store Road
at Blanco River
NBI Structure #141060AA0180001
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $200,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) $20,000
Construction	$2,500,000	
Engineering and Contingency (E&C)	$ 250,000	
The Sum of Construction and E&C	(2) $2,750,000	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $275,000
Amount of Advance Funds Paid by Local Government *		(5) $0
Amount of Advance Funds to be Paid by Local Government *		(6) $0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $295,000
Total Project Direct Cost	(1+2) $2,950,000	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $295,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

SUB-366 Maupin Purgatory Tract (1 lot). Discussion and possible action to approve final plat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	June 2, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Hairell	CONLEY	N/A

SUMMARY

Maupin Purgatory Tract is a proposed 1 lot division of 0.91 acres located off of Purgatory Road in Precinct 3.

Water service is provided by a private well and wastewater treatment is accomplished by an existing conventional on-site sewage facility.

MAUPIN PURGATORY TRACT
HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS:
That we, Robert Maupin and Denise O'grady, owners of the certain tract of land shown hereon and described in a deed recorded in Volume 1035, Page 219 of the Official Public Records of Hays County, Texas, do hereby subdivide said property as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of the streets and easements shown hereon. This subdivision is to be known as MAUPIN PURGATORY TRACT, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 20__.

By: _____
Robert E. Maupin
5800 Purgatory Road
San Marcos, TX 78666

By: _____
Denise O'Grady
5800 Purgatory Road
San Marcos, TX 78666

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Robert E. Maupin, 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. 20__.

_____
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Denise O'Grady, 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. 20__.

_____
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Liz Q. Gonzalez, Clerk of the County Court of said County, 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 _____ A.D. 20__ at _____ o'clock, __.M. and duly recorded on the _____ day of A.D., 20__, at _____o'clock, __.M., in the Plat Records of Hays County, Texas, in Plat Book No. _____, Pages _____.

TO CERTIFY WHICH, WITNESS my hand and seal of the Offlce of County Clerk, this _____ day of _____ A.D. 20__.

_____
Liz Q. Gonzalez, County Clerk
Hays County, Texas

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 the County to question the seller concerning ground water 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.

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

_____
James C. Garza, Director Date
Hays County Development & Community Services

STATE OF TEXAS*
COUNTY OF HAYS*

I, Liz Gonzalez, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 201_, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing of record of this plat, and said order has been duly entered in the minutes of said court Book _____, Page _____.
WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 20__.

_____
ALBERT "BERT" COBB, M.D., COUNTY JUDGE
HAYS COUNTY, TEXAS

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

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Kelly Kilber, 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 apparent discrepancies, conflicts, 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 placed under my supervision in accordance with the Subdivision Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this _____ day of _____ A.D. 20__.

RELEASED FOR REVIEW 5/06/15
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.

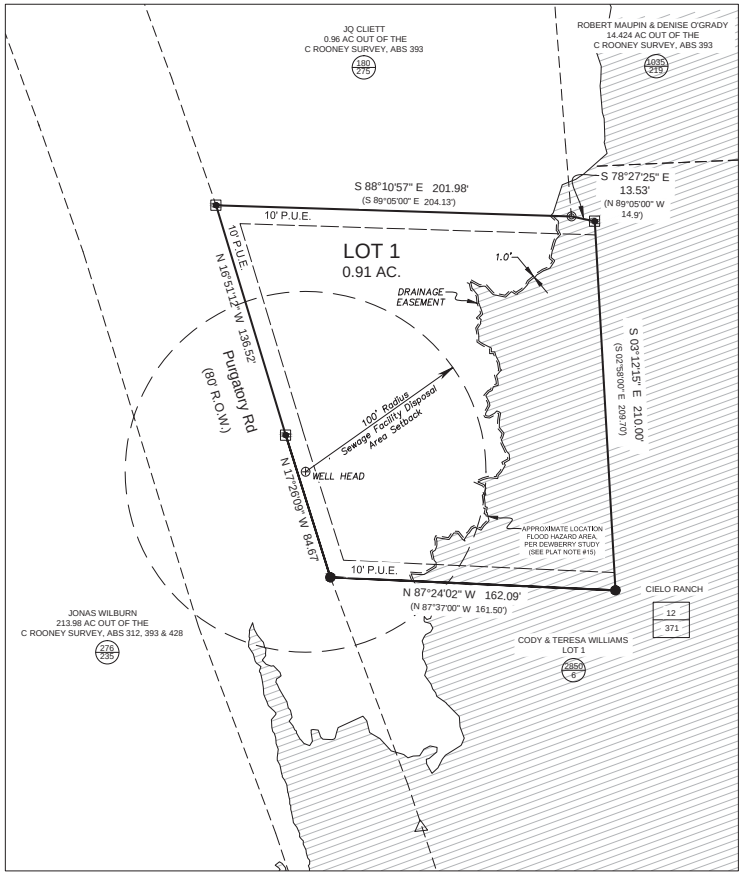
_____
Kelly Kilber Date
R.P.L.S. # 2219, State of Texas

Sworn to and subscribed before me this the _____ day of _____. A.D., 201_.

_____
Notary Public, State of Texas

PLAN 5691

P-15-1039000

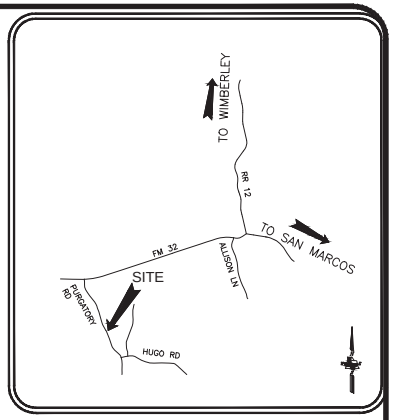


50 0 50 100

SCALE: 1"=50'

LEGEND

- FENCE POST
- IRON STAKE FOUND
- 60D NAIL FOUND
- CAPPED IRON STAKE SET
- VOL/PG — HAYS COUNTY DEED RECORDS
- BOOK/PG — HAYS COUNTY PLAT RECORDS



VICINITY MAP
(NOT TO SCALE)
ZIP CODE: 78676

PLAT NOTES

1. This subdivision lies within the boundaries of the Edwards Aquifer Recharge Zone.
2. A portion of this subdivision lies within Zone A of the boundaries of the 100 year floodplain as delineated on F.I.R.M. Panel #0365 F, dated September 2, 2005, Hays County number 480321.
3. This subdivision does not lie within the extra-territorial jurisdiction of any city.
4. Water supply for this subdivision is to be provided by private well.
5. Wastewater treatment for this subdivision is to be provided by individual advanced on-site sewerage facilities as approved by Hays County Development Services.
6. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
7. Telephone service for this subdivision is provided by Verizon.
8. There is hereby dedicated a 10 (ten) foot electric utility easement along the front lot line.
9. This subdivision contains 1 residential lot for a total of 0.91 acres.
   Lots less than 1 acre: 1
10. This subdivision lies within the following jurisdictions:
    School District - San Marcos Consolidated Independent School District
    ESD - #3
11. Basis of bearings is Texas State Plane Coordinate System, South Central Zone, as required by Hays County.
12. This subdivision is exempt from the requirement to demonstrate water availability and is prohibited from further subdivision.
13. No building, accessory building, fencing or landscaping which interfere with the flow of storm water shall be placed or erected within a natural drainage way or drainage easement.
14. No driveway shall be constructed without first obtaining a Driveway Permit from the Hays County Transportation Department.
15. Floodplain location and analysis was determined through the use of the Hydraulic and Hydrologic data provided by Hays County Dewberry Study 2010 Guadalupe Basin. This information was obtained from the Hays County Floodplain Administrator.

JANUARY 19, 2015

ENGINEER:
BEC-LP
ENGINEERING, LP
100 E. San Antonio St., Suite 100
San Marcos, Texas 78666
Phone: 512-353-3335 Fax: 512-396-0224
TPBE REG. #F-13056
TBPLS REG. #:10194003

SURVEYOR:
TRI-TECH SURVEYING COMPANY, L.P.
WWW.SURVEYINGCOMPANY.COM
100 E San Antonio St. Suite 100 Phone: (512) 440-0222
San Marcos, Texas 78666 Fax: (512) 440-0224
Firm Reg. Number 10193729

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

SUB-375 - Key Ranch Section 2 (54 lots). Discussion and possible action to accept fiscal surety in the amount of $1,460,000.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	June 2, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

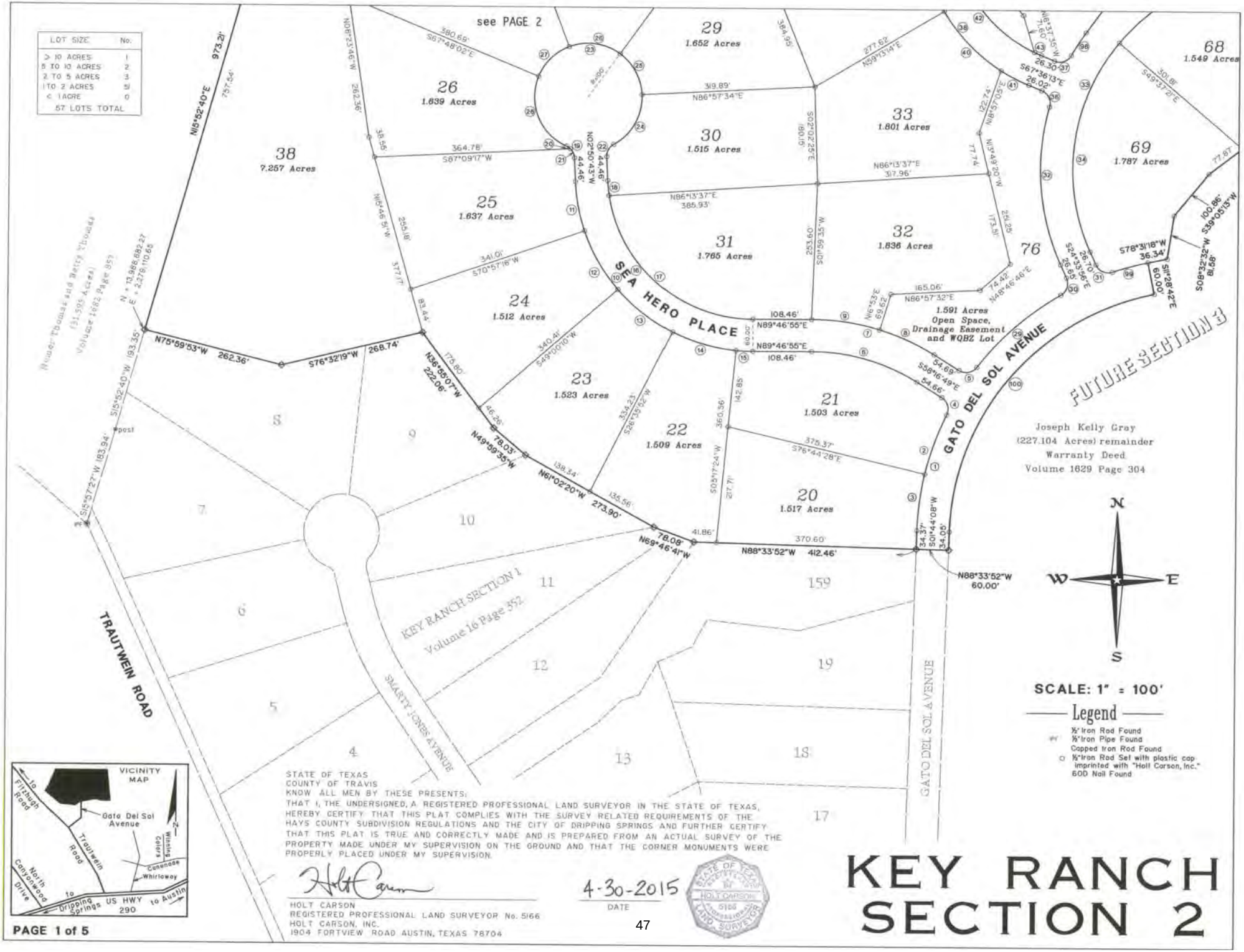
REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Hairell	WHISENANT	N/A

SUMMARY

The preliminary plan for Key Ranch Subdivision was originally approved in 2011. The subdivision is located off of Trautwein Road in Precinct 4. Section 2 includes 54 lots with an average size of 1.67 acres.

All lots will be served by public water provided by West Travis PUA and individual OSSF's.

This plat has been reviewed under the County's 1445 agreement with the City of Dripping Springs. This action will allow the plat to move forward with City's process for final approval.



STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND THE CITY OF DRIPPING SPRINGS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704

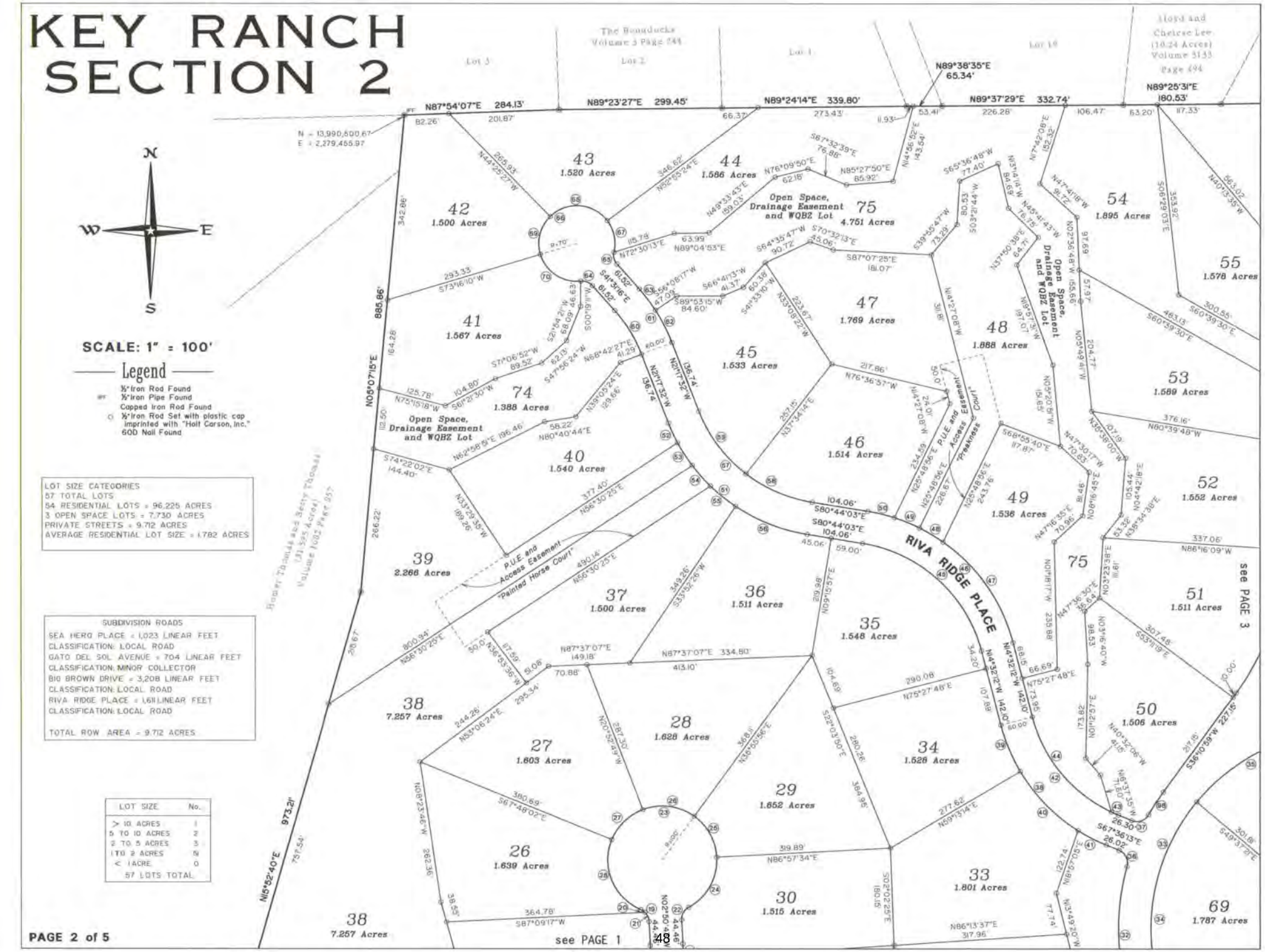
4-30-2015
DATE

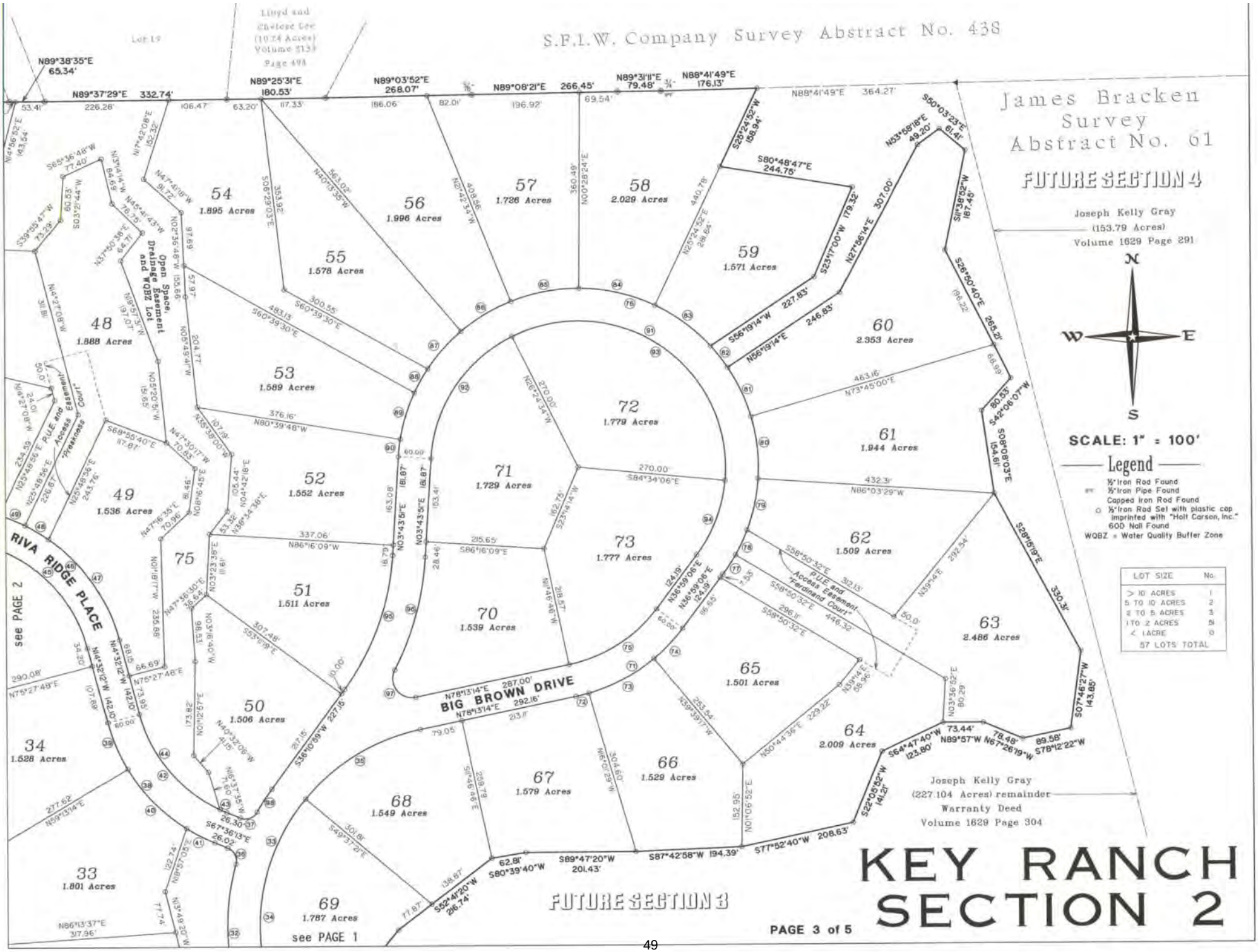
STATE OF TEXAS
HOLT CARSON
5166
REGISTERED
LAND SURVEYOR

KEY RANCH SECTION 2

PAGE 1 of 5

KEY RANCH SECTION 2




S.F.I.W. Company Survey Abstract No. 438
James Bracken Survey Abstract No. 61
FUTURE SECTION 4
Joseph Kelly Gray (153.79 Acres) Volume 1629 Page 291
SCALE: 1" = 100'
Legend
½" Iron Rod Found
½" Iron Pipe Found
Capped Iron Rod Found
½" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc." 60D Nail Found
WQBZ = Water Quality Buffer Zone
LOT SIZE No.
> 10 ACRES 1
5 TO 10 ACRES 2
2 TO 5 ACRES 3
1 TO 2 ACRES 51
< 1 ACRE 0
57 LOTS TOTAL
Joseph Kelly Gray (227.104 Acres) remainder Warranty Deed Volume 1629 Page 304
FUTURE SECTION 3
BIG BROWN DRIVE
RIVA RIDGE PLACE
Open Space, Drainage Easement and WQBZ Lot
P.U.E. and Access Easement "Freakness Court"
P.U.E. and Access Easement "Ferdinand Court"
see PAGE 2
see PAGE 1
54 1.895 Acres
55 1.578 Acres
56 1.996 Acres
57 1.726 Acres
58 2.029 Acres
59 1.571 Acres
60 2.353 Acres
61 1.944 Acres
62 1.509 Acres
63 2.486 Acres
64 2.009 Acres
65 1.501 Acres
66 1.529 Acres
67 1.579 Acres
68 1.549 Acres
69 1.787 Acres
70 1.539 Acres
71 1.729 Acres
72 1.779 Acres
73 1.777 Acres
48 1.888 Acres
49 1.536 Acres
50 1.506 Acres
51 1.511 Acres
52 1.552 Acres
53 1.589 Acres
34 1.528 Acres
33 1.801 Acres
75
KEY RANCH SECTION 2
PAGE 3 of 5

KEY RANCH SECTION 2

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

THAT I, JOSEPH KELLY GRAY, OWNER OF ALL OF THAT CERTAIN (227.104 ACRE) TRACT OF LAND OUT OF THE JAMES BRACKEN SURVEY ABSTRACT No. 61 IN HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY WARRANTY DEED RECORDED IN VOLUME 1629 PAGE 304 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE A 113.667 ACRE PORTION OF SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

KEY RANCH SECTION 2

SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, A.D. 2015.

_____
JOSEPH KELLY GRAY
P.O. BOX 26800
AUSTIN, TEXAS 78755-0800

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JOSEPH KELLY GRAY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20__.

_____
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

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

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

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

_____
JAMES C. GARZA DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

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

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

_____
JAMES C. GARZA DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, LIZ GONZALEZ, 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. 2015, AT _____ O'CLOCK ____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____ PAGES _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ A.D. 2015.

_____
LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HAYS
I, RICHARD H. MALONE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD ZONE AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 48209C 0109F, EFFECTIVE DATE SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT.

_____ _____
RICHARD H. MALONE DATE
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS No. 41865

FINAL PLAT NOTES:
1. THIS FINAL PLAT IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS EXTRA TERRITORIAL JURISDICTION (ETJ).
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER RECHARGE ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No. 48209C 0109 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM WEST TRAVIS COUNTY PUA.
7. WASTEWATER SERVICE FOR THESE LOTS WILL BE ADVANCED ON-SITE SEWAGE FACILITIES WITH SUBSURFACE DISPOSAL.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. TELEPHONE SERVICE WILL BE PROVIDED BY AT&T.
10. GAS UTILITY SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICE.
11. MINIMUM FRONT SETBACK SHALL BE 25 FEET.
12. MINIMUM REAR YARD SETBACK SHALL BE 25 FEET.
13. MINIMUM SIDE AND INTERIOR SIDE YARD SETBACKS SHALL BE 15 FEET.
14. UTILITY EASEMENTS OF 20 FEET SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED R.O.W. AND 10 FEET ALONG EACH SIDE LOT LINE.
15. ALL STREETS SHALL BE DESIGNED AS IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS.
16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
17. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
18. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS (IF APPLICABLE)
19. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
20. THIS PLAT AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY THE EMERGENCY SERVICE DISTRICT #6, OR ITS SUCCESSORS.
21. THIS SUBDIVISION SHALL COMPLY WITH THE CITY OF DRIPPING SPRINGS LIGHTING ORDINANCE.
22. THIS SUBDIVISION SHALL COMPLY WITH THE CITY OF DRIPPING SPRINGS BUILDING CODE ORDINANCE.
23. THE HOMEOWNERS ASSOCIATION FOR THIS SUBDIVISION WILL MAINTAIN THE WQBZ, DRAINAGE EASEMENTS AND OPEN SPACE LOTS.
24. THE USE OF SPRAY IRRIGATION DISPOSAL OF TREATED EFFLUENT FROM THE CLASS I OSSF IS PROHIBITED.
25. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED. PAYMENT OF "CASH-IN-LIEU" WILL BE BASED ON A PERCENTAGE OF THE LOTS IN THIS SECTION COMPARED TO THE TOTAL OF RESIDENTIAL LOTS. THERE ARE 54 RESIDENTIAL LOTS WHICH IS 36.5% OF THE 156 TOTAL RESIDENTIAL LOTS.
26. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.
27. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
28. THE FOLLOWING FLAG LOT PAIRS OBTAIN ACCESS THROUGH AND ARE REQUIRED TO USE A SHARED DRIVEWAY: LOTS 38 AND 39, LOTS 47 AND 48, LOTS 63 AND 64

CULVERT NOTE:
CULVERTS SHALL BE SIZED TO TRANSPORT THE CALCULATED 25 YEAR STORM. THE ROADSIDE DITCH SHALL HAVE THE CAPACITY TO CARRY THE 100 YEAR STORM.

PRIVATELY MAINTAINED PAVED STREETS.
ROOSTER SPRINGS, LP. AND JOSEPH KELLY GRAY, BY FILING THIS PLATOF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS ROOSTER SPRINGS, LP AND/OR THE HOMEOWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACCTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. ROOSTER SPRINGS, LP AND JOSEPH KELLY GRAY, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

QUALIFYING LOTS:
RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE-FAMILY RESIDENCE PER LOT AND TCEQ REGULATED DEVELOPMENT IS PROHIBITED.

WASTEWATER SYSTEM NOTE:
THESE LOTS ARE LIMITED TO THE USE OF ADVANCED ON-SITE SEWAGE FACILITIES WITH SUBSURFACE DISPOSAL.

WATER SUPPLY NOTE:
THIS SUBDIVISION IS LOCATED WITHIN THE WATER SERVICE AREA OF WEST TRAVIS COUNTY PUA, AN APPROVED WATER SUPPLY SYSTEM, AND SERVICE WILL BE PROVIDED IN ACCORDANCE WITH IT'S TARIFF AND POLICIES.

THE STATE OF TEXAS
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

THIS PLAT, KEY RANCH SECTION 2, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED ADMINISTRATIVELY.

_____
MICHELLE FISCHER, CITY ADMINISTRATOR

OWNER/DEVELOPER:
JOSEPH KELLY GRAY
P.O. BOX 26800
AUSTIN, TEXAS 78755-0800

ENGINEER:
MALONE/WHEELER, INC.
7500 RIALTO BOULEVARD
BUILDING I SUITE 240
AUSTIN, TEXAS 78735
(512) 899-0601

SURVEYOR:
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
(512) 442-0990

KEY RANCH SECTION 2

CURVE DATA

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Δ= 24°19'00"	Δ= 12°46'50"	Δ= 11°32'10"	Δ= 84°19'57"	Δ= 84°17'35"	Δ= 31°56'16"	Δ= 31°56'16"
R= 530.00'	R= 530.00'	R= 530.00'	R= 25.00'	R= 25.00'	R= 370.00'	R= 430.00'
T= 114.19'	T= 59.36'	T= 53.54'	T= 22.64'	T= 22.63'	T= 105.88'	T= 123.05'
C= 223.25'	C= 117.98'	C= 106.53'	C= 33.56'	C= 33.55'	C= 203.58'	C= 236.60'
A= 224.93'	A= 118.22'	A= 106.71'	A= 36.60'	A= 36.78'	A= 206.24'	A= 239.69'
CB= S13°53'38"W	CB= S19°39'43"W	CB= S7°30'13"W	CB= S16°06'51"E	CB= S79°34'23"W	CB= S74°14'57"E	CB= N74°14'57"W
(8)	(9)	(10)	(11)	(12)	(13)	(14)
Δ= 14°50'10"	Δ= 17°06'06"	Δ= 87°22'22"	Δ= 16°11'59"	Δ= 21°57'09"	Δ= 22°24'17"	Δ= 21°18'28"
R= 430.00'	R= 430.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'
T= 55.98'	T= 64.65'	T= 315.21'	T= 46.97'	T= 64.00'	T= 65.36'	T= 62.08'
C= 111.03'	C= 127.87'	C= 455.87'	C= 92.99'	C= 125.66'	C= 128.22'	C= 122.02'
A= 111.34'	A= 128.35'	A= 503.23'	A= 93.30'	A= 126.44'	A= 129.04'	A= 122.72'
CB= N65°41'54"W	CB= N81°40'02"W	CB= S46°31'54"E	CB= S10°56'42"E	CB= S30°01'16"E	CB= S52°11'59"E	CB= S74°03'22"E
(15)	(16)	(17)	(18)	(19)	(20)	(21)
Δ= 5°30'29"	Δ= 87°22'22"	Δ= 81°22'08"	Δ= 6°00'15"	Δ= 63°53'46"	Δ= 20°55'16"	Δ= 42°56'26"
R= 330.00'	R= 270.00'	R= 270.00'	R= 270.00'	R= 25.00'	R= 25.00'	R= 25.00'
T= 15.87'	T= 257.90'	T= 232.11'	T= 14.16'	T= 15.59'	T= 4.62'	T= 9.84'
C= 31.71'	C= 372.98'	C= 352.02'	C= 28.28'	C= 26.46'	C= 9.08'	C= 18.31'
A= 31.72'	A= 411.73'	A= 383.44'	A= 28.29'	A= 27.88'	A= 9.13'	A= 18.75'
CB= S87°27'50"E	CB= N46°31'54"W	CB= N49°32'01"W	CB= N5°50'50"W	CB= S34°47'36"E	CB= S56°16'50"E	CB= S24°19'57"E
(22)	(23)	(24)	(25)	(26)	(27)	(28)
Δ= 63°53'46"	Δ= 307°47'32"	Δ= 64°05'29"	Δ= 51°01'38"	Δ= 56°48'45"	Δ= 46°55'13"	Δ= 88°56'27"
R= 25.00'	R= 100.00'	R= 100.00'	R= 100.00'	R= 100.00'	R= 100.00'	R= 100.00'
T= 15.59'	T= N/A	T= 62.60'	T= 47.73'	T= 54.08'	T= 43.40'	T= 98.17'
C= 26.46'	C= 88.00'	C= 106.12'	C= 86.15'	C= 95.14'	C= 79.62'	C= 140.11'
A= 27.88'	A= 537.20'	A= 111.86'	A= 89.06'	A= 99.16'	A= 81.89'	A= 155.23'
CB= N29°06'10"E	CB= S87°09'17"W	CB= N29°00'19"E	CB= N28°33'15"W	CB= N82°28'27"W	CB= S45°39'34"W	CB= S22°16'15"E
(29)	(30)	(31)	(32)	(33)	(34)	(35)
Δ= 22°20'55"	Δ= 84°20'27"	Δ= 84°17'05"	Δ= 40°09'53"	Δ= 102°47'10"	Δ= 64°04'09"	Δ= 38°43'01"
R= 530.00'	R= 25.00'	R= 25.00'	R= 430.00'	R= 370.00'	R= 370.00'	R= 370.00'
T= 104.70'	T= 22.65'	T= 22.62'	T= 157.21'	T= 463.38'	T= 231.51'	T= 130.00'
C= 205.42'	C= 33.57'	C= 33.55'	C= 295.30'	C= 578.27'	C= 392.52'	C= 245.29'
A= 206.73'	A= 36.80'	A= 36.78'	A= 301.43'	A= 663.76'	A= 413.74'	A= 250.02'
CB= S48°36'03"W	CB= S17°36'17"W	CB= N66°42'26"W	CB= S4°28'59"E	CB= N26°49'39"E	CB= N7°28'08"E	CB= N58°51'43"E
(36)	(37)	(38)	(39)	(40)	(41)	(42)
Δ= 83°12'15"	Δ= 82°54'41"	Δ= 53°04'02"	Δ= 16°14'33"	Δ= 26°46'18"	Δ= 10°03'10"	Δ= 53°04'01"
R= 25.00'	R= 25.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 270.00'
T= 22.20'	T= 22.08'	T= 164.77'	T= 47.09'	T= 78.53'	T= 29.02'	T= 134.81'
C= 33.20'	C= 33.10'	C= 294.84'	C= 93.24'	C= 152.80'	C= 57.83'	C= 241.23'
A= 36.30'	A= 36.18'	A= 305.64'	A= 93.55'	A= 154.19'	A= 57.90'	A= 250.07'
CB= S26°00'08"E	CB= S70°56'26"W	CB= S41°04'13"E	CB= S22°39'29"E	CB= S44°09'55"E	CB= S62°34'39"E	CB= N41°04'13"W
(43)	(44)	(45)	(46)	(47)	(48)	(49)
Δ= 3°01'15"	Δ= 50°02'46"	Δ= 66°11'51"	Δ= 66°11'51"	Δ= 40°03'13"	Δ= 8°43'33"	Δ= 8°42'20"
R= 270.00'	R= 270.00'	R= 270.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'
T= 7.12'	T= 126.04'	T= 176.00'	T= 215.11'	T= 120.29'	T= 25.18'	T= 25.12'
C= 14.23'	C= 228.41'	C= 294.88'	C= 360.41'	C= 226.02'	C= 50.21'	C= 50.09'
A= 14.24'	A= 235.84'	A= 311.95'	A= 381.27'	A= 230.69'	A= 50.26'	A= 50.14'
CB= N66°05'35"W	CB= N39°33'35"W	CB= S47°38'08"E	CB= N47°38'08"W	CB= N34°33'49"W	CB= N58°57'12"W	CB= N67°40'09"W
(50)	(51)	(52)	(53)	(54)	(55)	(56)
Δ= 8°42'44"	Δ= 59°26'30"	Δ= 6°58'41"	Δ= 8°41'26"	Δ= 8°46'19"	Δ= 10°23'36"	Δ= 24°36'28"
R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'
T= 25.14'	T= 188.39'	T= 20.12'	T= 25.08'	T= 25.31'	T= 30.01'	T= 71.98'
C= 50.13'	C= 327.21'	C= 40.17'	C= 50.01'	C= 50.47'	C= 59.78'	C= 140.64'
A= 50.18'	A= 342.36'	A= 40.19'	A= 50.05'	A= 50.52'	A= 59.86'	A= 141.73'
CB= N76°22'41"W	CB= S51°00'48"E	CB= S24°46'53"E	CB= S32°36'57"E	CB= S41°20'49"E	CB= S50°55'46"E	CB= S68°25'49"E
(57)	(58)	(59)	(60)	(61)	(62)	(63)
Δ= 59°26'30"	Δ= 28°18'17"	Δ= 31°08'13"	Δ= 20°13'43"	Δ= 20°13'43"	Δ= 11°40'53"	Δ= 8°32'50"
R= 270.00'	R= 270.00'	R= 270.00'	R= 270.00'	R= 330.00'	R= 330.00'	R= 330.00'
T= 154.14'	T= 68.08'	T= 75.23'	T= 48.16'	T= 58.87'	T= 33.76'	T= 24.66'
C= 267.72'	C= 132.03'	C= 144.93'	C= 94.83'	C= 115.90'	C= 67.16'	C= 49.18'
A= 280.11'	A= 133.38'	A= 146.73'	A= 95.33'	A= 116.51'	A= 67.28'	A= 49.23'
CB= N51°00'48"W	CB= N66°34'54"W	CB= N36°51'39"W	CB= S31°24'24"E	CB= N31°24'24"W	CB= N27°07'59"W	CB= N37°14'51"W
(64)	(65)	(66)	(67)	(68)	(69)	(70)
Δ= 54°37'25"	Δ= 54°37'24"	Δ= 289°14'49"	Δ= 50°10'45"	Δ= 97°20'50"	Δ= 62°18'23"	Δ= 79°24'51"
R= 25.00'	R= 25.00'	R= 70.00'	R= 70.00'	R= 70.00'	R= 70.00'	R= 70.00'
T= 12.91'	T= 12.91'	T= N/A	T= 32.77'	T= 79.61'	T= 42.32'	T= 58.13'
C= 22.94'	C= 22.94'	C= 81.05'	C= 59.36'	C= 105.13'	C= 72.43'	C= 89.44'
A= 23.83'	A= 23.83'	A= 353.38'	A= 61.31'	A= 118.93'	A= 76.12'	A= 97.02'
CB= S68°49'58"E	CB= N14°12'34"W	CB= S48°28'44"W	CB= N11°59'14"W	CB= N85°45'01"W	CB= S14°25'22"W	CB= S56°26'15"E
(71)	(72)	(73)	(74)	(75)	(76)	(77)
Δ= 41°14'08"	Δ= 4°14'43"	Δ= 23°37'47"	Δ= 13°21'37"	Δ= 41°14'08"	Δ= 213°15'15"	Δ= 7°23'24"
R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 270.00'	R= 330.00'	R= 330.00'
T= 124.16'	T= 12.23'	T= 69.03'	T= 38.65'	T= 101.58'	T= N/A	T= 21.31'
C= 232.41'	C= 24.45'	C= 135.14'	C= 76.78'	C= 190.15'	C= 632.40'	C= 42.53'
A= 237.50'	A= 24.45'	A= 136.10'	A= 76.95'	A= 194.32'	A= 1228.26'	A= 42.56'
CB= N57°36'10"E	CB= N76°05'52"E	CB= N62°09'37"E	CB= N43°39'55"E	CB= S57°36'10"W	CB= N69°38'32"W	CB= N33°17'24"E
(78)	(79)	(80)	(81)	(82)	(83)	(84)
Δ= 8°44'11"	Δ= 16°55'00"	Δ= 20°11'31"	Δ= 17°25'46"	Δ= 8°42'53"	Δ= 22°11'29"	Δ= 24°56'28"
R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'
T= 25.21'	T= 49.07'	T= 58.76'	T= 50.58'	T= 25.15'	T= 64.72'	T= 72.98'
C= 50.27'	C= 97.08'	C= 115.70'	C= 100.00'	C= 50.15'	C= 127.02'	C= 142.52'
A= 50.32'	A= 97.43'	A= 116.30'	A= 100.39'	A= 50.19'	A= 127.81'	A= 143.65'
CB= N25°13'36"E	CB= N12°24'01"E	CB= N6°09'15"W	CB= N24°57'53"W	CB= N38°02'13"W	CB= N53°29'24"W	CB= N77°03'22"W
(85)	(86)	(87)	(88)	(89)	(90)	(91)	(92)
Δ= 22°10'58"	Δ= 18°28'43"	Δ= 16°07'32"	Δ= 8°41'22"	Δ= 15°39'36"	Δ= 5°36'21"	Δ= 213°15'15"	Δ= 59°51'35"
R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 330.00'	R= 270.00'	R= 270.00'
T= 64.69'	T= 53.66'	T= 46.75'	T= 25.07'	T= 45.38'	T= 16.16'	T= N/A	T= 155.44'
C= 126.97'	C= 105.97'	C= 92.57'	C= 50.00'	C= 89.91'	C= 32.28'	C= 517.42'	C= 269.43'
A= 127.76'	A= 106.43'	A= 92.88'	A= 50.05'	A= 90.20'	A= 32.29'	A= 1004.94'	A= 282.08'
CB= S79°22'55"W	CB= S59°03'05"W	CB= S41°44'57"W	CB= S29°20'30"W	CB= S17°10'01"W	CB= S6°32'02"W	CB= S69°36'32"E	CB= N33°39'39"E
(93)	(94)	(95)	(96)	(97)	(98)	(99)	(100)
Δ= 121°50'28"	Δ= 31°33'12"	Δ= 32°27'08"	Δ= 23°29'10"	Δ= 128°59'47"	Δ= 6°41'54"	Δ= 7°22'19"	Δ= 76°47'10"
R= 270.00'	R= 270.00'	R= 470.00'	R= 530.00'	R= 35.00'	R= 430.00'	R= 530.00'	R= 470.00'
T= 485.50'	T= 76.28'	T= 136.78'	T= 110.17'	T= 73.37'	T= 25.16'	T= 34.14'	T= 372.42'
C= 471.93'	C= 146.82'	C= 262.66'	C= 215.73'	C= 63.18'	C= 50.24'	C= 68.14'	C= 583.79'
A= 574.16'	A= 148.69'	A= 266.21'	A= 217.25'	A= 78.80'	A= 50.27'	A= 68.19'	A= 629.88'
CB= S55°29'20"E	CB= S21°12'30"W	CB= S19°57'26"W	CB= N15°28'26"E	CB= N37°16'53"W	CB= S32°50'02"W	CB= S74°50'09"W	CB= S40°07'43"W

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider a variance from Section 10 C-1 of the Hays County Rules for On-Site Sewage Facilities and grant a development authorization to Boyd Sharp, owner of a portion of lot 7, Green Acres Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

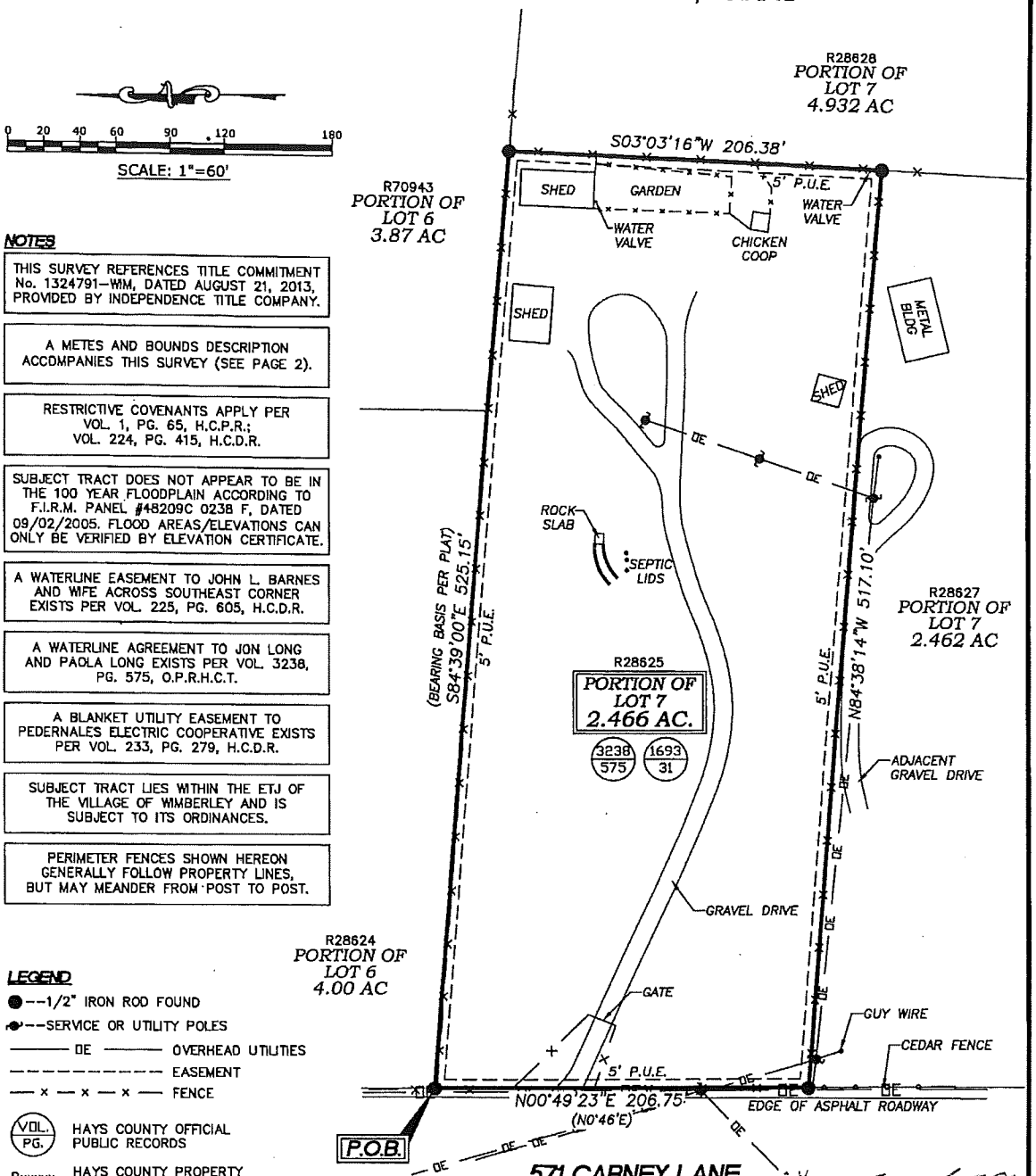
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Roxie McInnis	CONLEY	N/A

SUMMARY

Mr. Sharp is the owner of a 2.466 acre portion of Lot 7, Green Acres Subdivision. There is an existing, permitted OSSF on the property. Hays County Regulations do not allow staff to issue any permits on parcels not in compliance with platting requirements, however Mr. Sharp has requested a variance from Section 10 C-1 of the Hays County Rules for On-Site Sewage Facilities which will allow him to connect his home to the existing OSSF while he prepares and submits an amended plat application.

2.466 ACRES OF LAND OUT OF LOT 7, GREEN ACRES,
A SUBDIVISION OF RECORD IN VOLUME 1, PAGE 65, PLAT RECORDS OF HAYS COUNTY, TEXAS



NOTES

- THIS SURVEY REFERENCES TITLE COMMITMENT No. 1324791–WM, DATED AUGUST 21, 2013, PROVIDED BY INDEPENDENCE TITLE COMPANY.
- A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY (SEE PAGE 2).
- RESTRICTIVE COVENANTS APPLY PER VOL. 1, PG. 65, H.C.P.R.; VOL. 224, PG. 415, H.C.D.R.
- SUBJECT TRACT DOES NOT APPEAR TO BE IN THE 100 YEAR FLOODPLAIN ACCORDING TO F.I.R.M. PANEL #48209C 0238 F, DATED 09/02/2005. FLOOD AREAS/ELEVATIONS CAN ONLY BE VERIFIED BY ELEVATION CERTIFICATE.
- A WATERLINE EASEMENT TO JOHN L. BARNES AND WIFE ACROSS SOUTHEAST CORNER EXISTS PER VOL. 225, PG. 605, H.C.D.R.
- A WATERLINE AGREEMENT TO JON LONG AND PAOLA LONG EXISTS PER VOL. 3238, PG. 575, O.P.R.H.C.T.
- A BLANKET UTILITY EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE EXISTS PER VOL. 233, PG. 279, H.C.D.R.
- SUBJECT TRACT LIES WITHIN THE ETJ OF THE VILLAGE OF WIMBERLEY AND IS SUBJECT TO ITS ORDINANCES.
- PERIMETER FENCES SHOWN HEREON GENERALLY FOLLOW PROPERTY LINES, BUT MAY MEANDER FROM POST TO POST.

LEGEND

- ●--1/2" IRON ROD FOUND
- ●--SERVICE OR UTILITY POLES
- ——— OE ——— OVERHEAD UTILITIES
- - - - - - - - - - EASEMENT
- —x—x—x— FENCE
- (VOL./PG.) HAYS COUNTY OFFICIAL PUBLIC RECORDS
- Rxxxxx HAYS COUNTY PROPERTY IDENTIFICATION NUMBER

SURVEYOR'S CERTIFICATION

This survey is certified to Independence Title Company, and buyers: Boyd Sharp and Laura Sharp. I hereby certify to the aforesaid parties, as of the date set forth below that a careful survey was made on the ground, under my supervision, of the tract of land described hereon, and that said survey substantially complies with the current Texas Society of Professional Surveyors Standards & Specifications for a Category 1a, Condition II Land Survey, and that said property abuts a public roadway.

9/9/13
DATE

RUDOLF J. PATA, Jr. TX. RPLS #5388

STATE OF TEXAS
REGISTERED
RUDOLF J. PATA, JR.
5388
PROFESSIONAL
LAND SURVEYOR

Boyd Sharp
Laura Sharp
9/30/13

Driftwood Surveying
Professional Land Surveyors – Surveying the Hill Country
P.O. Box 378
Wimberley, TX 78676
TEL. (512) 847-7222 www.driftwoodsurveying.com

DATE:	08-02-07
FIELD CREW:	JP/CC
DRAWN:	DGB
CHECKED:	RJP
PROJ. NO.:	HC24407
DWG. NAME:	TITLE
REVISIONS	DATE
UPDATE	09-09-13

2.466 ACRES OF LAND
OUT OF LOT 7, GREEN ACRES,
A SUBDIVISION IN HAYS COUNTY, TEXAS

CLIENT: SHARP

Page 1 of 2

© 2013 ALL RIGHTS RESERVED

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Agreement Regarding La Cima Habitat Preservation, Purgatory Creek Parkland Dedication, and Centerpoint Right-of-Way Dedication between Hays County and Lazy Oaks Ranch, LP; and to authorize General Counsel to take any actions and to sign any and all documents incidental to closing of Hays County's purchase of a 700.2-acre Conservation Easement from Lazy Oaks Ranch, LP, for use in Hays County's Regional Habitat Conservation Plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	$2,000,000 USD $800,000 USD

LINE ITEM NUMBER

Parks Bond / Pct.3 Roads

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	CONLEY	N/A

SUMMARY

This Master Agreement between Hays County and Lazy Oaks Ranches, LP covers a variety of deal points negotiated between the Parties. The Master Agreement will result in Hays County's acquisition of a Conservation Easement that will create the mitigation bank for its Regional Habitat Conservation Plan.

AGREEMENT REGARDING LA CIMA HABITAT PRESERVATION, PURGATORY CREEK PARKLAND DEDICATION, AND CENTERPOINT RIGHT-OF-WAY DEDICATION

This Agreement Regarding La Cima Habitat Preservation, Purgatory Creek Parkland Dedication, and Centerpoint Right-of-Way Dedication (the "**Agreement**"), is entered into effective as of the ___ day of _____, 2015 (the "**Effective Date**"), by and between Lazy Oaks Ranch, LP, a Texas limited partnership (including its successors and assigns, the "**Owner**"), and Hays County, Texas (the "**County**").

RECITALS

WHEREAS, Owner owns a total of approximately 2,044 acres of land in Hays County, Texas as depicted on Exhibit A attached hereto (the "**La Cima Property**");

WHEREAS, the La Cima Property is entitled to be developed as a mixed-use residential and commercial development (the "**La Cima Development**") in accordance with and subject to the terms and conditions of that certain Development Agreement La Cima San Marcos dated September 16, 2014, by and among Owner, the County, and the City of San Marcos and recorded in Document No. 2014-14032062 of the Official Public Records of Hays County (the "**La Cima Development Agreement**");

WHEREAS, the Hays County Commissioners Court authorized the formation of the La Cima Public Improvement District (the "**District**") on September 23, 2014;

WHEREAS, the County desires to acquire from the Owner, and the Owner desires to sell to the County, a perpetual conservation easement on approximately 702 acres within the La Cima Development as depicted on Exhibit B attached hereto (the "**La Cima Habitat Preserve**") to protect golden-cheeked warblers under the Hays County Regional Habitat Conservation Plan (the "**Plan**"), with such conservation easement to be in the form attached hereto as Exhibit C (the "**Conservation Easement**");

WHEREAS, the Owner has submitted to the County an application to participate in the Plan with respect to approximately 924.8 acres within the La Cima Development located East of Purgatory Creek as depicted on Exhibit D attached hereto ("**La Cima East**") and approximately 323 acres within the La Cima Development located West of Purgatory Creek as depicted on Exhibit E attached hereto ("**La Cima West**");

WHEREAS, in accordance with the Plan, the County intends to issue to Owner a Determination Letter for La Cima East, and the County and Owner desire to enter into a Participation Agreement for La Cima East and for the County to issue to the Owner a Participation Certificate for La Cima East.

WHEREAS, the County and Owner also desire to continue to cooperate and work together in good faith to evaluate the habitat on La Cima West to allow the County to issue a Determination Letter for La Cima West pursuant to the Plan that would take into account certain agreements contained herein;

WHEREAS, the County desires to acquire from the Owner in the future, and the Owner desires to dedicate to the County in the future, approximately 90.88 acres within the La Cima Development along portions of Purgatory Creek (less the Centerpoint ROW thereon) as depicted on Exhibit F attached hereto (the "**Purgatory Creek Parkland**") at such time and on the terms and conditions set forth herein; and

WHEREAS, the County desires to acquire from the Owner in future, and the Owner desires to sell to the County in the future, an approximate 44.03 acre four-lane right-of-way for Centerpoint Road through the La Cima Property with approximately 14,000 linear feet and minimum width of 130 feet as

generally depicted on Exhibit G attached hereto (the "**Centerpoint ROW**") at such time and on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the above, the premises set forth herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase of Conservation Easement.

(a) The County hereby agrees to purchase, and Owner hereby agrees to sell, the Conservation Easement on the La Cima Habitat Preserve in exchange for a total purchase price of two million dollars ($2,000,000 USD) (the "**Conservation Easement Purchase Price**").

(b) Prior to granting any public access on any portion of the La Cima Habitat Preserve to the extent allowed by the Conservation Easement, the County shall provide to Owner the proposed terms and conditions of such public access and reasonably take into account any reasonable objections made by Owner as to any such terms or conditions. County may, outside of the breeding season for the species protected by the Conservation Easement, at County's expense construct, place, and maintain footpaths and other trails on the Property for pedestrian and other non-motorized access at such locations and consisting solely of mulch, decomposed granite, or other natural materials without the support of a compact base, in each case only if it would not considered impervious cover, all as reasonably approved by Owner and subject to the terms and conditions of this Agreement and the Conservation Easement. The County and Owner agree and acknowledge that no impervious cover shall be placed on any portion of the La Cima Habitat Preserve without Owner's prior written consent. For the purposes of this agreement, impervious cover shall mean any cover that would be treated as impervious cover under the Development Agreement by the City of San Marcos.

(c) Consistent with Section 1.06 of the Development Agreement, the County and Owner further agree and acknowledge that the entire La Cima Habitat Preserve shall continue to be included in the gross acres of the La Cima Development for purposes of determining the maximum impervious cover allowed for the La Cima Development.

(d) The County agrees to annually meet with Owner to seek input regarding a schedule for public access and/or activities that might conflict with public access (e.g. wildlife management, construction, etc.). The Parties recognize the importance of public access on the La Cima Habitat Preserve, and the necessity to balance that access with proper management of the La Cima Habitat Preserve and the conservation values protected by the Conservation Easement.

2. Determination Letter and Participation Agreement for La Cima East. In accordance with the Plan, the County will as soon as practicable after the date of this Agreement issue to Owner the La Cima East Determination Letter. In accordance with the Plan, as soon as practicable after the date of this Agreement, the County will offer to enter into a Participation Agreement with Owner for La Cima East, which will provide that any mitigation payments to be paid by Owner thereunder shall be paid on the earlier of (i) immediately prior to the date the Owner first undertakes any activity on any portion of La

Cima East that would constitute an incidental taking of the golden-cheeked warbler habitat reflected in the La Cima East Determination Letter or (ii) the 3-year anniversary date of the La Cima East Participation Agreement. At all times from the date hereof until the County and the Owner enter into the Participation Agreement for La Cima East, the County hereby agrees to retain and reserve in the Plan a sufficient number of mitigation credits to sell to Owner for all of La Cima East in accordance with the foregoing terms and conditions.

3. Closing of Conservation Easement and La Cima East Participation Agreement. The closing (the "**Closing**") of the transactions contemplated in Sections 1 and 2 herein shall take place at Corridor Title, San Marcos, Texas (the "**Escrow Agent**") as soon as practicable after the execution of this Agreement and the County offering a Participation Agreement on La Cima East acceptable to Owner, but in no event later than 30 days after the date of this Agreement, with Corridor Title acting as the escrow agent for the Closing (the "**Escrow Agent**"). If the County has not offered a Participation Agreement for La Cima East acceptable to Owner within 30 days of the date of this Agreement, then the Owner may terminate this Agreement. At Closing, each of Owner and the County shall execute and deliver to the Escrow Agent the Conservation Easement and the La Cima East Participation Agreement acceptable to Owner, and the County shall deliver to the Escrow Agent the La Cima East Participation Certificate. At Closing, the County shall pay to the Escrow Agent in good funds acceptable to the Escrow Agent the Conservation Easement Purchase Price to be delivered by the Escrow Agent to Owner in immediately available funds at Closing. Any title insurance premiums, recording fees and customary closing costs of the Escrow Agent shall be paid by the County. Owner has freely waived its right to attain an appraisal for this Conservation Easement and therefore has no interest in the County's participation in completing an Internal Revenue Service Form 8283.

4. Future Determination Letter and Participation Agreement for La Cima West. The County acknowledges that Owner has submitted an application to participate in the Plan with respect to La Cima West and that Owner is currently undertaking a presence/absence survey for 2015 for La Cima West. The County and Owner agree to cooperate and work together in good faith and expeditiously to evaluate the potential for golden-cheeked warbler and/or black-capped vireo habitat on La Cima West. The County further agrees that it shall use the standard mitigation ratios for La Cima West as set forth in the Plan equal to 1:1 for direct impacted habitat and 0.5:1 for indirectly impacted habitat (including any indirectly impacted habitat in the La Cima Preserve). As soon as reasonably practicable after Owner delivers to the County the 2015 presence/absence survey results for La Cima West, the County will issue a Determination Letter for La Cima to Owner that will take into account the foregoing and will offer a Participation Agreement to Owner for La Cima West with an agreed mitigation fee of $7,500 per required mitigation credit on la Cima West payable on the earlier of (i) immediately prior to the date the Owner first undertakes any activity on any portion of La Cima West that would constitute an incidental taking of golden-cheeked warbler habitat pursuant to the Determination Letter for La Cima West or (ii) the 3-year anniversary date of the Participation Agreement for La Cima West. At all times from the date hereof until 60 days after the County has issued the Determination Letter for La Cima West and offered the Participation Agreement for La Cima West to Owner, the County hereby agrees to retain and reserve in the Plan a minimum of 150 mitigation credits to sell to Owner for La Cima West in accordance with the foregoing terms and conditions and the Participation Agreement for La Cima West. If the Owner elects to not enter into such Participation Agreement for La Cima West within such 60-day period, then the County shall be free to use or sell all or any portion of 150 reserved mitigation credits.

5. Agreement for Future Dedication of Purgatory Creek Parkland. The Owner hereby agrees to dedicate to the County in the future the Purgatory Creek Parkland to be used by the County for parkland and a trail system to provide connectivity to the existing San Marcos Purgatory Creek trail system for the benefit of the public at all times and for no other uses whatsoever; provided that the Owner reserves the right to use that number of additional feet of the Northern boundary of the Purgatory Creek

Parkland as additional right-of-way as reasonably necessary for the future planned 2-lane public residential collector road and bridge to be constructed by Owner in between the La Cima Preserve and the Purgatory Creek Parkland and that until such residential collector road is constructed by Owner and dedicated as a public road Owner shall retain an unimproved easement across the Purgatory Creek Parkland connecting La Cima East and La Cima West in a location to be determined by Owner; provided, further that the Owner reserves a utility easement for necessary water and wastewater infrastructure through the Purgatory Creek Parkland to serve the La Cima Development and a drainage easement for necessary drainage (including detention pond as needed) through the Purgatory Creek Parklan to serve the La Cima Development in such locations to be determined by Owner. The County may dedicate the Purgatory Creek Parkland to the City of San Marcos if, after the City's annexation of the La Cima Development, the City desires to incorporate the Purgatory Creek Parkland into the City's Purgatory Creek Natural Area, which lies directly southeast of the La Cima Development. The County and Owner agree that the Purgatory Creek Parkland shall at no time be established as part of any habitat preserve governed by, or subject to any of the restrictions of, the Plan and that the Purgatory Creek Parkland shall provide for year round passive and active recreational uses to the general public. The Owner shall not be responsible to mitigate for any incidental take of habitat for the golden-cheeked warbler and/or black-capped vireo (including direct and indirect impacts) resulting from the active and passive parkland recreational use of the Purgatory Creek Parkland and any improvements thereon, with any such mitigation being the sole responsibility of the County, as long as it holds the dedication of the Purgatory Creek Parkland, or the City in the case of any required mitigation if and after the County dedicates the Purgatory Creek Parkland to the City. The County and Owner agree and acknowledge that no more than 30,000 square feet of impervious cover shall be placed on the Purgatory Creek Parkland without the Owner's prior written consent. For avoidance of doubt and consistent with Section 1.06 of the Development Agreement, the County and Owner further agree and acknowledge that the entire Purgatory Creek Parkland shall continue to be included in the gross acres of the La Cima Development for purposes of determining the maximum impervious cover allowed for the La Cima Development The future dedication of the Purgatory Creek Parkland pursuant to this Section 5 shall take place at the same time as the dedication of Centerpoint ROW takes place pursuant to Section 6 below, provided that the Owner may defer the dedication of the Purgatory Creek Parkland until after the Owner has received the first Edwards Aquifer permit with respect to the La Cima Development that includes the Purgatory Creek Parkland. The dedication of the Purgatory Creek Parkland and the utility and drainage easements pursuant to this Section 5 will be pursuant to commercially reasonable form of dedication deed and easements prepared by Owner and mutually agreeable to County and closed with Escrow Agent. Any survey costs, title insurance premiums, recording fees and customary closing costs of the Escrow Agent related to the dedication of the Purgatory Creek Parkland shall be paid by the County.

6. Agreement to Sell and Purchase the Centerpoint ROW. The County hereby agrees to purchase, and Owner hereby agrees to sell, the Centerpoint ROW in exchange for a total purchase price of eight hundred thousand dollars ($800,000) (the "**ROW Purchase Price**"), provided that the Owner reserves a utility easement for necessary water and wastewater infrastructure to be placed in the Centerpoint ROW to serve the La Cima Development. The County also hereby agrees to grant to Owner a utility easement for necessary water and wastewater infrastructure to be placed in any portion of the Centerpoint Road right of way located out of the La Cima Development to serve the La Cima Development. As soon as practicable after the date of this Agreement, Owner will use reasonable commercial efforts to cause its engineers to prepare a proposed schematic for Centerpoint Road for the entire Centerpoint ROW within 60 days of the date of this Agreement and to present such proposed schematic to the County's engineers for final approval. The County will use reasonable commercial efforts to cause its engineers to review and approve a final schematic for Centerpoint Road for the entire Centerpoint ROW within 30 days of the Owner's engineers submitting their proposed schematic. Within 14 days after the Owner's and County's engineers approve the final schematic for Centerpoint Road for the entire Centerpoint ROW, the Owner will use commercially reasonable efforts to cause metes and

bounds to be prepared for the Centerpoint ROW. The County and Owner agree to use commercially reasonable efforts to close the sale and purchase of the Centerpoint ROW through the Escrow Agent within 14 days after the preparation of the metes and bounds for Centerpoint ROW pursuant to a commercially reasonable form of right-of-way deed prepared by Owner and mutually agreeable to County and such other customary closing documents required by the Escrow Agent. Any title insurance premiums, recording fees and customary closing costs of the Escrow Agent shall be paid by the County. Within 5 days after the full execution of this Agreement, the County shall deposit with the Escrow Agent the entire amount of the ROW Purchase Price to be held by the Escrow Agent and released to Owner at the closing of the purchase and sale of the Centerpoint ROW. The County shall be solely responsible to mitigate for any incidental take of habitat for the golden-cheeked warbler (including direct and indirect impacts) resulting from the construction of any portion of Centerpoint Road in the Centerpoint ROW.

7. Construction of Phases 1 and 2 of Centerpoint Road. Using the proceeds of the initial PID bonds to be issued for the La Cima Development, Owner will design and construct in the Centerpoint ROW the portion of Centerpoint Road consisting of 1,000 Lineal Feet of 4-lane divided roadway from the primary entrance of the La Cima Development at Wonder World Drive and RR12, tapering for 500 feet to 2-lanes, and then 6,200 feet 2-lane arterial roadway ending at the Eastern intersection of Central Park Loop ("**Phase 1 Centerpoint Road**"), all as depicted on Exhibit H. Owner will also design and construct at such time as determined by Owner in the Centerpoint ROW an extension of the 2-lane arterial Centerpoint roadway from the Eastern intersection of Central Park Loop where Phase 1 Centerpoint Road ends to the Western intersection of Central Park Loop ("**Phase 2 Centerpoint Road**"), as depicted on Exhibit H.

8. Miscellaneous.

(a) Time is of Essence. Time is of the essence with respect to this Agreement.

(b) Attorneys' Fees. In the event that either party seeks enforcement of this Agreement in any legal or equitable proceeding, the prevailing party in such proceeding shall be entitled to recover from the other party all expenses attributable to such proceeding, including interest, court costs and attorneys fees.

(c) Specific Performance. Each party hereto acknowledges and agrees that the other parties hereto would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each party hereto agrees that the other parties hereto will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions, in addition to any other remedy to which they may be entitled, at law or in equity.

(d) Entire Agreement. This Agreement, the documents to be executed hereunder, and each Exhibit attached hereto and thereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

(e) Amendments. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.

(f) Severability. The invalidity or unenforceability of any term or provision of this Agreement or any document to be executed hereunder in any situation or jurisdiction shall not

affect the validity or enforceability of the other terms or provisions in this Agreement or any document to be executed hereunder or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and the remaining terms and provisions of this Agreement and each document to be executed hereunder shall remain in full force and effect.

(g) Waiver. No waiver of any of the provisions of this Agreement will be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

(h) Captions. The captions in this Agreement are for convenience only and may not be considered a part of or as affecting the construction or interpretation of any provision of this Agreement.

(i) Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment without the required consents shall be void

(j) APPLICABLE LAW. THIS AGREEMENT, OTHER DOCUMENTS DELIVERED PURSUANT HERETO AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE VALIDITY OF THE VARIOUS CONVEYANCES AFFECTING THE TITLE TO REAL PROPERTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED. THIS AGREEMENT IS PERFORMABLE IN AND VENUE SHALL LIE IN HAYS COUNTY, TEXAS TO THE EXCLUSION OF OTHER VENUES.

(k) Notices. Any notice, communication, request, instruction or other document required or permitted hereunder shall be given in writing by certified mail, return receipt requested, postage prepaid, or by overnight courier, prepaid telegram, or personal delivery to following address, unless written notice of an alternate address is delivered to the sending party prior to its dispatch of the notice or communication:

If to Owner:

Lazy Oaks Ranch, LP
303 Colorado
Suite 2300
Austin, Texas 78701
Attention: Bryan W. Lee
(512) 381-8032 Telephone
(512) 457-8008 Facsimile

If to the County:

Hays County
2171 Yarrington Road
San Marcos, Texas 78666
Attention: Clint Garza

(512) 393-2150 Telephone
(512) 493-1915 Facsimile

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 7(k).

(l) Counterparts/Facsimile Signatures. This Agreement may be executed in counterpart originals, each of which shall be treated as a fully executed original hereof when all parties hereto have executed such a counterpart. A facsimile signature shall be treated as an original signature unless an original signature is required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and the County, intending to legally bind themselves, have executed this Agreement Regarding La Cima Habitat Preservation, Purgatory Creek Parkland Dedication, and Centerpoint Right-of-Way Dedication as of the date first written above.

OWNER:

Lazy Oaks Ranch, L.P.,
a Texas limited partnership

By: Lazy Oaks GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name: Bryan W. Lee
Title: Manager

COUNTY:

Hays County, Texas,

By:_____
Name: Judge Bert Cobb, M.D.
Title: Hays County Judge

Attest:_____
Liz Q. Gonzalez

EXHIBIT A

MAP OF LA CIMA PROPERTY

San Marcos Academy
La Cima Property 2,044 Ac.
RR 12
Wonder World
LA CIMA DEVELOPERS
La Cima
San Marcos
Exhibit A - La Cima Property
SCALE : 1" = 600'
0 300 600 1200
DATE : 05-27-2015
NORTH
Bowman
rvi

EXHIBIT B

MAP OF LA CIMA PRESERVE

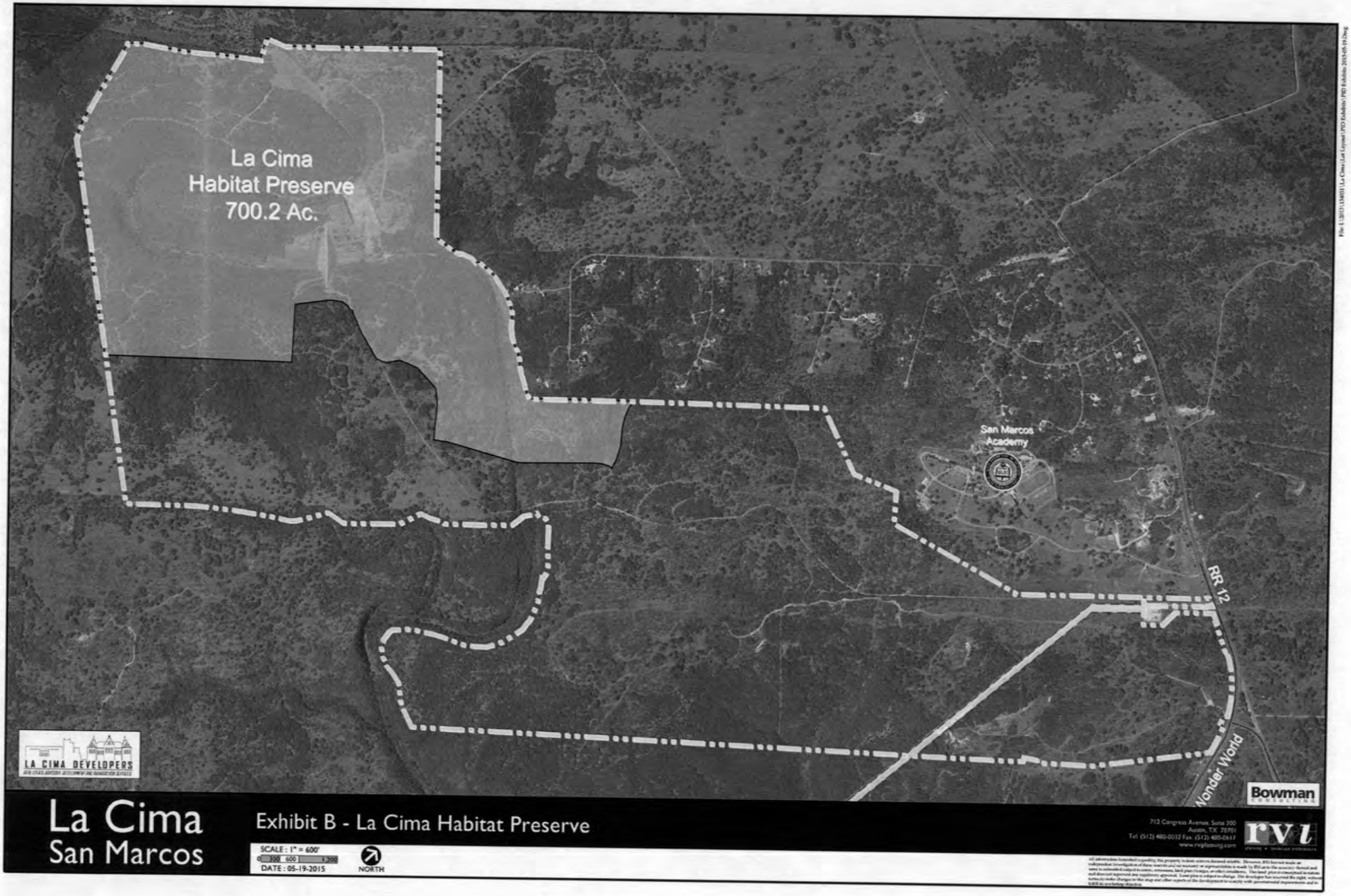

La Cima
Habitat Preserve
700.2 Ac.
San Marcos
Academy
RR 12
Wonder World
LA CIMA DEVELOPERS
La Cima
San Marcos
Exhibit B - La Cima Habitat Preserve
SCALE : 1" = 600'
0 300 600 1200
DATE : 05-19-2015
NORTH
Bowman
712 Congress Avenue, Suite 200
Austin, TX 78701
Tel: (512) 480-0232 Fax: (512) 480-0647
www.rvlplanning.com
rvl

EXHIBIT C

FORM OF CONSERVATION EASEMENT

CONSERVATION EASEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This **CONSERVATION EASEMENT** (the "Conservation Easement") is made on this _____ day of _____, 2015, by **LAZY OAKS RANCH, L.P.**, a Texas limited partnership, with an address of 303 Colorado, Suite 2300, Austin, Texas 78701 (including its successors and assigns "Grantor"), and **HAYS COUNTY, TEXAS** ("Grantee"), collectively referred to as the "Parties."

RECITALS:

A. Grantor is the owner in fee simple of that certain tract of real property located in Hays County, Texas, comprising 700.2 acres, more or less, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"). Grantor desires to convey to Grantee this Conservation Easement covering the Property.

B. By the terms hereof, this Conservation Easement is hereby established upon the Property. Grantor intends that the Property be conserved and held subject to the terms of this Conservation Easement and will be maintained in perpetuity for the benefit of the golden-cheeked warbler ("GCWA") (collectively, the "Conservation Values").

C. Grantor and Grantee have the common purpose of conserving the Property and acknowledge that this Conservation Easement is being executed and conveyed in perpetuity pursuant to the Texas Natural Resource Code Chapter 183.

D. The Parties have determined that the Property is a significant natural area that supports habitat important for all of the breeding season life cycle requirements of the GCWA, including breeding, feeding, sheltering, nesting, and foraging. In addition, the Property possesses one or more significant natural, ecological, and aesthetic values for conservation purposes which are of importance to the Parties, and which include, but are not necessarily limited to, natural resource, ecological, and scientific values, including wildlife and plants.

E. The characteristics of the Property, its current use and state of improvement, are described in a report entitled Proposed La Cima Preserve Conservation Easement Baseline Report dated _____, 2015, prepared by SWCA Environmental Consultants, and signed and acknowledged by both Parties (the "Baseline Report"). The Baseline Report, as it pertains to the Property, is incorporated herein for all purposes by this reference. Grantor and Grantee agree that the Baseline Report, as it pertains to the Property, establishes the baseline condition of the Property as of date first written above and includes reports, maps, photographs and other documentation.

F. Grantor now desires to grant and convey this Conservation Easement, including the related rights set forth herein, to Grantee to, among other things, provide for

the perpetual conservation of the Property for the benefit of the Conservation Values; prohibit any use of the Property not in accordance with this Conservation Easement; and subject to the foregoing, assure continued uses of the Property to the extent not otherwise prohibited hereunder.

G. Grantor further desires to convey to Grantee and the Service the non-exclusive right of ingress, egress, and access to the Property over and across existing or future ranch roads or future public subdivision roads outside of the Property to allow certain activities to be conducted on the Property as set forth herein.

NOW, THEREFORE, for and in consideration of the facts recited above, of Ten and No/100 ($10.00) and the mutual covenants, terms, conditions and restrictions contained herein, the Grantor hereby GRANTS and CONVEYS unto Grantee a conservation easement in perpetuity over the Property as set forth in this Conservation Easement, TO HAVE AND TO HOLD such easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular this Conservation Easement to Grantee and Grantee's successors and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Grantor further conveys, assigns, and transfers unto Grantee any and all conservation values or credits associated with the presence of the GCWA or its habitat on the Property. Grantor acknowledges that hereafter Grantee may use or sell those credits in its discretion and is entitled to retain all benefits and proceeds from such use or sale.

The grant of this Conservation Easement is subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Property.

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Property will be retained forever predominantly in its natural condition; to protect native plants, animals, and plant communities on the Property, including without limitation, management and related activities; to protect and benefit the Conservation Values; to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor acknowledges that Grantee may include the Property as a preserve under the Hays County Regional Habitat Conservation Plan (the "Plan") approved by the U.S. Fish and Wildlife Service (the "Service"). Grantor hereby grants and conveys to Grantee all rights necessary for Grantee to manage the Property, at Grantee's expense, in accordance with the Plan, and the current Land Management Plan specific to the Property in the form attached to the Baseline Report (the "Land Management Plan").

Among other things, this Conservation Easement protects the following and is imposed for the benefit of the following (collectively, the "Conservation Purposes"):

i. The Property's status as a significant natural area that supports habitat important for all of the breeding season life cycle requirements of the GCWA;

ii. Water quality and quantity of a portion of the watershed of the Guadalupe River and San Marcos River, including approximately 16,037 linear feet of the centerline of Purgatory Creek;

iii. Valued mature native forestland existing on the Property, which includes diverse species of mature oaks, elms, and juniper represented by diverse age classes and contributing to structural diversity, including a multi-story canopy, standing dead trees and downed logs; and

iv. The proximity of the Property to other conserved lands.

2. **PROPERTY USES.** Except as otherwise provided in this Conservation Easement, any activity on or use of the Property materially adverse to or materially inconsistent with the Conservation Values is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Additional retained rights of Grantor are set forth in Section 3 below.

2.1 Subdivision. The Property may not be divided, subdivided, or partitioned, nor conveyed into parcels smaller than 300 acres. Nothing herein shall be construed so as to impair the right of Grantor, nor any successor Grantor, to convey the Property in its entirety as a single entity or in parcels 300 acres or larger.

2.2 Surface or Subsurface Alteration. There shall be no ditching, draining, diking, filling, excavating, dredging, mining, drilling, or other alteration of the surface or subsurface of the Property (including without limitation, exploration, development, production, extraction, or transportation of oil, gas, or other mineral substances, whether such mineral substances be part of the mineral estate or part of the surface estate), except as reasonably necessary to accommodate activities expressly permitted under this Conservation Easement. In the event all or part of such oil, gas or other mineral substances are owned by third parties as of the date of the grant of this Conservation Easement, the following provisions shall apply to such substances to the extent this Conservation Easement is deemed subordinated (by law or otherwise) to such third-party ownership rights:

Whenever such third-party owners are required by applicable law or pursuant to any existing or future contract, conveyance or lease to obtain any consent from Grantor with respect to any access to, operation on, physical alteration of, or improvement to the Property, Grantor shall, prior to giving any such consent, consult with Grantee and use its reasonable efforts to incorporate conditions or restrictions on such consent as Grantee may reasonably determine are required in order to prevent a significant impairment or interference with the purposes of this Conservation Easement. In the event Grantor at any time becomes the owner of any of such third-party ownership rights, then such rights shall be deemed immediately subject to this Conservation Easement (including without

limitation, the first sentence of this Section 2.2), and any and all subsequent activities, contracts, conveyances and leases of or relating to such ownership rights shall be bound by the provisions of this Conservation Easement.

2.3 Hunting. Recreational hunting by Grantee is prohibited. However, to the extent not reasonably controlled by Grantor, Grantee shall have the right to control populations of ungulates for the benefit of the GCWA and its habitat outside of the GCWA breeding season, provided that Grantee must first notify Grantor of its desire to control such populations and the measures proposed to be undertaken by Grantee to control such populations. Upon receipt of such notice, Grantor shall have the first right for a reasonable time period to undertake such measures, or other measures reasonably determined by Grantor to similarly control such populations. If Grantor fails to undertake such measures within a reasonable time period, Grantee may undertake such measures as proposed to Grantor.

2.4 Ranching. Ranching and agriculture are prohibited.

2.5 Recreational Activities. The Grantee, in its discretion, may allow public access to the Property for recreational activities. Such access will be in accordance with the Plan and subject to the review and approval of the Service.

2.6 Vehicles. Cars, trucks, ATVs and other ranch vehicles are permitted on existing roads and trails only and only to the extent used for the purposes allowed by this Conservation Easement. All permitted vehicle use shall be conducted in a manner that minimizes damage to the Conservation Values of the Property. Grantee shall maintain, at Grantee's expense, all existing roads and trails.

2.7 Non-Native Plants. There shall be no planting, introduction, or dispersal of non-native plants on the Property. There shall be no planting, introduction, or dispersal of potentially invasive or noxious non-native plants anywhere on the Property.

2.8 Soil or Water Degradation. There shall be no use or activity that causes or is likely to cause soil degradation, erosion, or siltation, or alteration, extraction, depletion or pollution of any surface or subsurface waters or water bodies or courses.

2.9 Pesticides. There shall be no use of pesticides or biocides including but not limited to insecticides, fungicides, rodenticides, herbicides, and fertilizers, except as required for fire ant control, control of invasive or noxious weeds, and related applications designed to conserve or enhance GCWA.

2.10 Dumping. There shall be no storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, in, on, or under the Property.

2.11 Storage Tanks. There shall be no placement or use of any storage tanks on the Property.

2.12 Predator Control. Grantor shall have the right to control, destroy, or trap

predatory and problem animals which pose a material threat to humans or the Conservation Values. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

2.13 Commercial Development. Commercial use or development of the Property is prohibited.

2.15 Unanticipated Uses. Except as otherwise permitted by this Agreement, any unanticipated use or activity on the Property which could materially impair the Conservation Values or Conservation Purposes is prohibited.

3. **ADDITIONAL RIGHTS RETAINED BY GRANTOR**. Grantor reserves to itself and its representatives, successors and assigns, the following additional rights:

3.1 Existing Uses. The right to undertake or continue any activity or use of the Property not otherwise prohibited under or materially inconsistent with this Conservation Easement, or materially inconsistent with maintaining the Conservation Values.

3.2 Authorized Uses. The right to conduct, operate, and otherwise accomplish the authorized uses and activities provided for under Section 2 of this Conservation Easement.

3.3 Hunting and Wildlife Management by Grantor. The right to hunt on the Property and the right to conduct wildlife management activities on the Property as reasonably necessary to maintain the 1-d-1 open space agricultural (or wildlife) appraisal with the Hays County Appraisal District for the entire Property.

3.4 Granting Access to La Cima Residents. The right to allow public access to the Property to residents of the neighboring La Cima San Marcos residential development for recreational activities, granted that such public access shall be conducted under the same rules, regulations, and limitations issued by Grantee that apply to the general public, unless otherwise agreed by Grantee in advance and in writing. Further, such access will be in accordance with the Plan and subject to the review and approval of the Service.

3.5 Minor Improvements. Notwithstanding anything herein to the contrary, the construction, repair, maintenance or replacement of any minor improvements to support approved property uses or the conservation purpose of the property, subject to the mutual and reasonable agreement of the Grantor and Grantee and approval of the Service. Any such minor improvements shall be conducted outside of the GWCA breeding season and in a manner so as to avoid any materially adverse effect on the Conservation Values.

3.7 Vehicles. The right to operate motor vehicles on the Property, provided: (a) such operation is reasonably necessary in connection with the maintenance of the Property and other activities allowed herein; and (b) such activity is conducted in a manner so as not to cause a materially adverse effect on the Conservation Values.

3.8 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property (or any portion thereof), provided that any such conveyance shall be subject to the terms of this Agreement and does not violate the restrictions on subdivision set forth in Section 2.1 above.

4. **GRANTEE'S RIGHTS**. Notwithstanding any provision of this Conservation Easement to the contrary, the following rights are granted to Grantee to accomplish the purpose of this Conservation Easement:

4.1 Right of Entry and Management. Grantee, its employees, and contractors shall have the right at any and all times, with reasonable prior written notice to Owner, to enter the Property for the purposes of ensuring Grantor's compliance with the Conservation Easement and performing any and all management activities required pursuant to the Plan or as otherwise required by the Service, all at Grantee's expense. Grantee, at Grantee's expense, shall have the right to erect and maintain perimeter fencing on the Property reasonably sufficient to control unauthorized access with fencing material and aesthetics reasonably acceptable to Grantee; provided, however, that any portion of such perimeter fencing that would otherwise be along any boundary with any neighboring property owned by Owner shall be constructed twenty feet inside the boundary line of the Property to create a twenty foot buffer between the boundary of such neighboring property and such portion of the fence. Such installation shall be constructed in a manner so as to avoid any material adverse effect on the Conservation Values.

4.2 Public Access. The Grantee shall have the right to grant public access to the Property as described in Section 2.5 above, provided that any public ingress or egress to or from the Property shall be strictly limited to future public subdivision roads connecting to the Property and no public access shall be provided on any private ranch or other road without Grantor's prior written consent.

4.3 Right to Enforce. Grantee has the right to enforce the terms of this Conservation Easement. Nothing in this Conservation Easement shall be interpreted to diminish the Service's rights of enforcement stated in this Conservation Easement.

4.4 Discretionary Consent. Grantee may, in its sole and absolute discretion, provide discretionary consent for any activity, use or conveyance otherwise prohibited or not expressly allowed under Section 2 if such activity, use, or conveyance is reasonably determined by both Grantor and Grantee to be desirable and Grantee determines that such prohibited activity, use or conveyance (i) does not conflict with the purpose of this Conservation Easement as described in Section 1 (including, without limitation, the Conservation Purposes), and (ii) will either enhance or not have an adverse effect on any of the Conservation Values, except in the event of imminent danger to the Property. Notwithstanding the foregoing, Grantee and Grantor have no right or power to agree to any action that would result in the termination of this Conservation Easement.

5. **ACCESS.** Grantee shall have the non-exclusive right of ingress, egress, and access over and across existing or future ranch roads or any future public subdivision roads to access the Property at any time and with prior notification to Grantor provided

that any access over existing or future ranch roads shall be on such road or roads as may be determined, changed, and designated by Grantor from time to time; provide further, the grant of public access by Grantee shall be limited as set forth in Section 4.2 above.

6. **EASEMENT ENFORCEMENT.** Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. The following provisions shall be applicable to enforcement of this Conservation Easement:

6.1 Notice of Violation; Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee may take appropriate remedies at its discretion. If Grantee determines that it has not been or will not be able to resolve the matter promptly through informal means, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves GCWA habitat degradation resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the habitat. If Grantor fails to cure the violation within fourteen (14) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a fourteen (14) day period, fails to begin curing such violation within the fourteen (14) day period or fails to continue diligently to cure such violation until finally cured, Grantee may, at its sole discretion, i) request mediation with a mutually acceptable third-party mediator, or ii) bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages, and to require the restoration of the Property to the condition that existed prior to such violation or injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 6.1 without prior notice to Grantor and/or without waiting for the period provided for cure to expire. Grantee's rights under this Section 6.1 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 6.1, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6.1 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.2 Costs of Enforcement. If a Court or other decision maker chosen by mutual consent of the Parties determines that this Conservation Easement has been breached by either Party, the Party that so breached this Conservation Easement will reimburse the other Party for any reasonable costs of enforcement, including court costs,

reasonable attorney's fees, and any other payments ordered by such Court or decision maker.

6.3 Emergency Enforcement. The foregoing provisions notwithstanding, if Grantee reasonably determines that a violation has occurred or is about to occur and circumstances require immediate action to prevent, terminate, or mitigate significant damage to or the destruction of any of the Conservation Values, or to prevent, terminate, or mitigate a significant violation of a material term of this Conservation Easement, Grantee may give a notice of violation to the extent reasonably practicable under the circumstances (which may be given orally in such cases or not at all depending on the circumstances) and Grantee may then pursue its remedies under this Conservation Easement without waiting for the period to cure the violation which is provided for above.

6.4 No Waiver. The delay or forbearance of Grantee to discover a violation or to take action under this Conservation Easement with respect to a violation shall not bar it from doing so at a later time, and shall not be deemed or construed to be a waiver of Grantee's rights in the event of any subsequent occurrence of that or any other violation.

6.5 No Special Damages. Notwithstanding anything to the contrary contained herein, under no circumstances may either party hereto seek or be entitled to recover damages of any kind other than actual damages, including, but not limited to, any general, compensatory, special, consequential, punitive, speculative, incidental or indirect damages, whether in contract, tort, or under any other legal or equitable principle, all of which the parties hereto specifically waive.

6.6 Acts Beyond Grantor Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.7 Liabilities. Grantee assumes sole responsibility for all losses, claims, damages and liabilities asserted by third parties arising out of or related to Grantee's allowing third parties and members of the public to use and access the Property.

7. **TRANSFER OF PROPERTY.** The rights and obligations of the Grantor hereto are appurtenant to the Property, and shall be binding upon and inure to the benefit of Grantor hereto and its respective successors and assigns. Any time the Property, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Conservation Easement. Upon any transfer, Grantor shall pay Grantee an administrative fee of One Hundred Dollars ($100.00). Grantee may at its discretion waive the fee in writing if it receives notice of the transfer prior to such event. Following such written notice by the Grantor to the Grantee of such a conveyance or assignment and the assumption by the assignee of the Grantor's obligations hereunder, the Grantor shall be relieved from further liability for its

obligations hereunder thereafter accruing. Grantee shall not convey or assign its rights and obligations under this Agreement without the prior written consent of Grantor.

8. **CONDEMNATION.** At the time of the conveyance of this Conservation Easement to Grantee, this Conservation Easement gives rise to a real property right, immediately vested in Grantee. If the easement is terminated and the Property is sold or taken for public use, then, Grantor shall be entitled to forty percent (40%) and Grantee shall be entitled to sixty percent (60%) of the gross sale proceeds or condemnation award (minus any amount attributable to new improvements authorized under this Conservation Easement and made after the date of this conveyance, which amount shall be reserved to Grantor). Grantee shall use its share of the proceeds consistently with the conservation purposes of this Conservation Easement.

9. **AMENDMENT OF EASEMENT.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws, including Texas Natural Resources Code, Chapter 183, Internal Revenue Code §§ 170(h) and 501(c)(3), and applicable Treasury Regulations. Any amendment must be consistent with any then-effective amendment policy of the Grantee and the conservation purposes of this Easement, must not affect its perpetual duration and either must enhance, or have no effect on, the Conservation Values protected herein. Any amendment must not result in inurement or impermissible private benefit to Grantor or any other parties. Amendments must be approved in writing by the Service and will become effective upon filing in the deed registry of Hays County, Texas.

10. **TITLE.** Grantor covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all mortgages not subordinated to this Conservation Easement, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

11. **INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of the State of Texas, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

12. **THIRD-PARTY RIGHT OF ENFORCEMENT TO SERVICE.** The U. S. Fish and Wildlife Service is a third-party beneficiary of the rights of Grantee under this Conservation Easement, including the right to enforce compliance by Grantor with the terms and provisions of this Conservation Easement, and the rights and remedies granted to Grantee under this Conservation Easement.

13. **NOTICES.** All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides

evidence of receipt, addressed as follows; or upon actual receipt if transmitted by telecopier to the telecopy number set forth below:

If to Grantor, to:

Lazy Oaks Ranch, L.P.
303 Colorado, Suite 2300
Austin, Texas 78701
Attention: Bryan W. Lee
(512) 381-8032 Telephone
(512) 457-8008 Facsimile

If to Grantee, to:

Hays County, Texas
2171 Yarrington Rd.
San Marcos, Texas 78666
Attention: Clint Garza
(512) 393-2150 Telephone
(512) 493-1915 Facsimile

If to Service, to:

U.S. Fish & Wildlife Service
10711 Burnet Road, Suite 200
Austin, Texas 78758
Attention: Field Supervisor
(512) 490-0057 Telephone
(512) 490-0974 Facsimile

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 13.

14. **COMPLIANCE WITH APPLICABLE LAWS**. Grantor shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Property. Nothing herein shall be construed to allow Grantor to engage in any activity which is restricted or prohibited by law, restrictions or other requirements applicable to the Property.

15. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

16. **PARTIES.** Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective representatives, agents, heirs, executors, administrators, assigns, and all other successors as their interest may appear.

17. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, Grantee is authorized to re-record this instrument or any other

appropriate notice or instrument.

18. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

19. **SUBSEQUENT LIENS ON INITIAL EASEMENT PARCEL.** No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing is subordinate to this Conservation Easement.

20. **ACCEPTANCE & EFFECTIVE DATE.** As attested by the signature of its authorized representative, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Hays County Real Property Records.

[Remainder of page intentionally left blank.]

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have executed this Conservation Easement as of the date first written above.

GRANTOR:

Lazy Oaks Ranch, L.P.,
a Texas limited partnership

By: Lazy Oaks GP, LLC,
a Texas limited liability company,
its General Partner

By:_____
Name: Bryan W. Lee
Title: Manager

GRANTEE:

Hays County, Texas,

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2015, by Bryan W. Lee, Manager of Lazy Oaks GP, LLC, a Texas limited liability company, General Partner of Lazy Oaks Ranch, L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas
My Commission Expires: _____

DRAFT

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2015, by _____, _____ of Hays County, Texas, a Texas _____, on behalf of said _____.

_____
Notary Public, State of Texas
My Commission Expires:_____

EXHIBITS:

Exhibit A Description of Property

AFTER RECORDING, RETURN TO:
Hays County, Texas
Attention: Clint Garza
2171 Yarrington Rd.
San Marcos, Texas 78666

DRAFT

EXHIBIT A
PROPERTY DESCRIPTION

DRAFT

EXHIBIT D

MAP OF LA CIMA EAST

San Marcos Academy
La Cima East 921.8 Ac.
RR 12
Wonder World
LA CIMA DEVELOPERS
Bowman
La Cima
San Marcos
Exhibit D - La Cima East
SCALE : 1" = 600'
0 300 600 1,200
DATE : 05-27-2015
NORTH
712 Congress Avenue, Suite 200
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvlplanning.com
rvl

EXHIBIT E

MAP OF LA CIMA WEST

La Cima
West
322 Ac.
San Marcos
Academy
RR 12
Wonder World
LA CIMA DEVELOPERS
Bowman
La Cima
San Marcos
Exhibit E - La Cima West
SCALE : 1" = 600'
0 300 600 1,200
DATE : 05-19-2015
NORTH
712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvplanning.com
rvl

EXHIBIT F

MAP OF PURGATORY CREEK PARKLAND

San Marcos Academy
Purgatory Creek Parkland 90.9 Ac.
RR 12
Nonder World
LA CIMA DEVELOPERS
La Cima
San Marcos
Exhibit F - La Cima Purgatory Creek Parkland
SCALE : 1" = 600'
0 300 600 1200
DATE : 05-27-2015
NORTH
Bowman
rvi

EXHIBIT G

MAP OF CENTERPOINT ROAD ROW

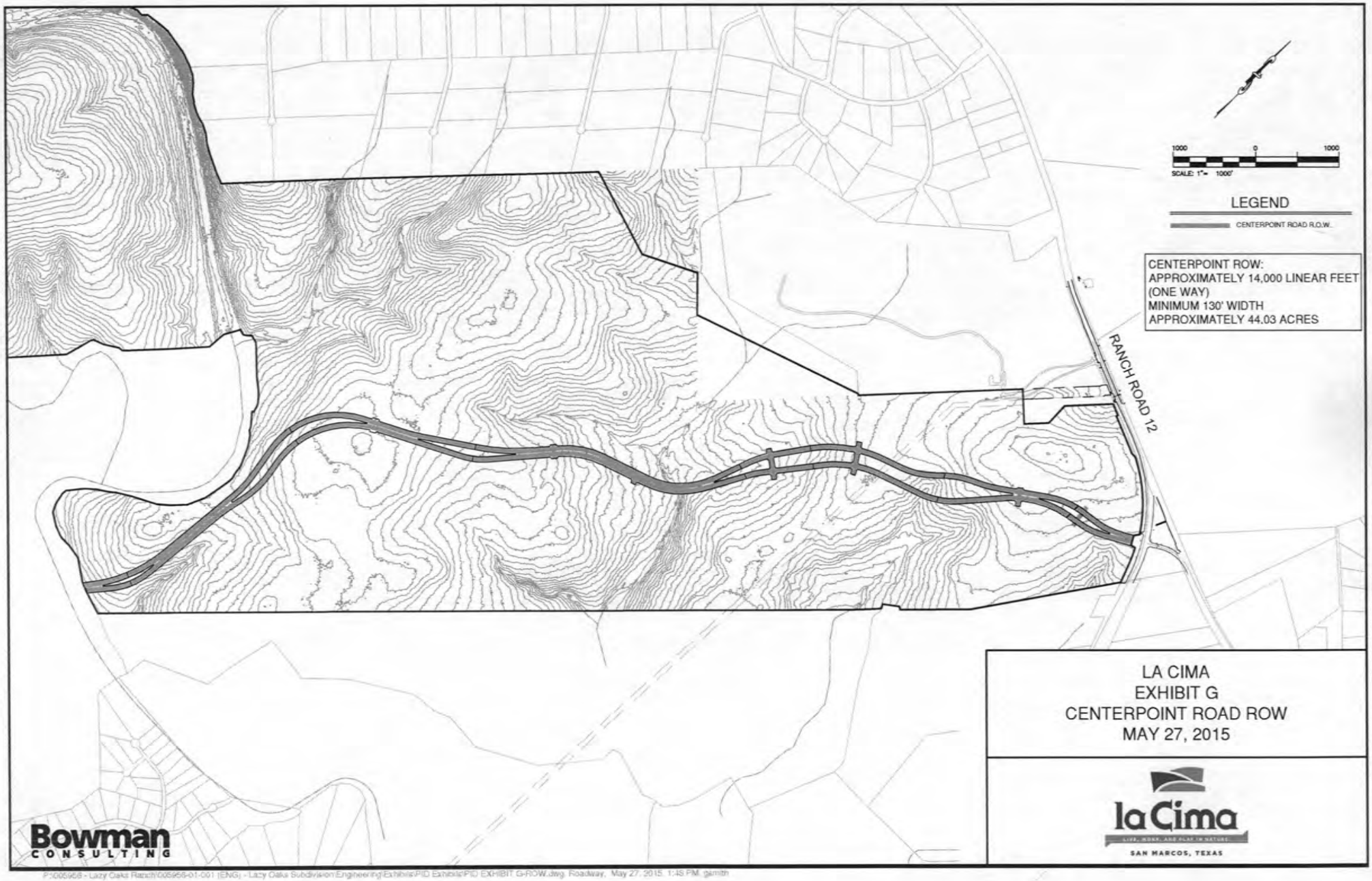
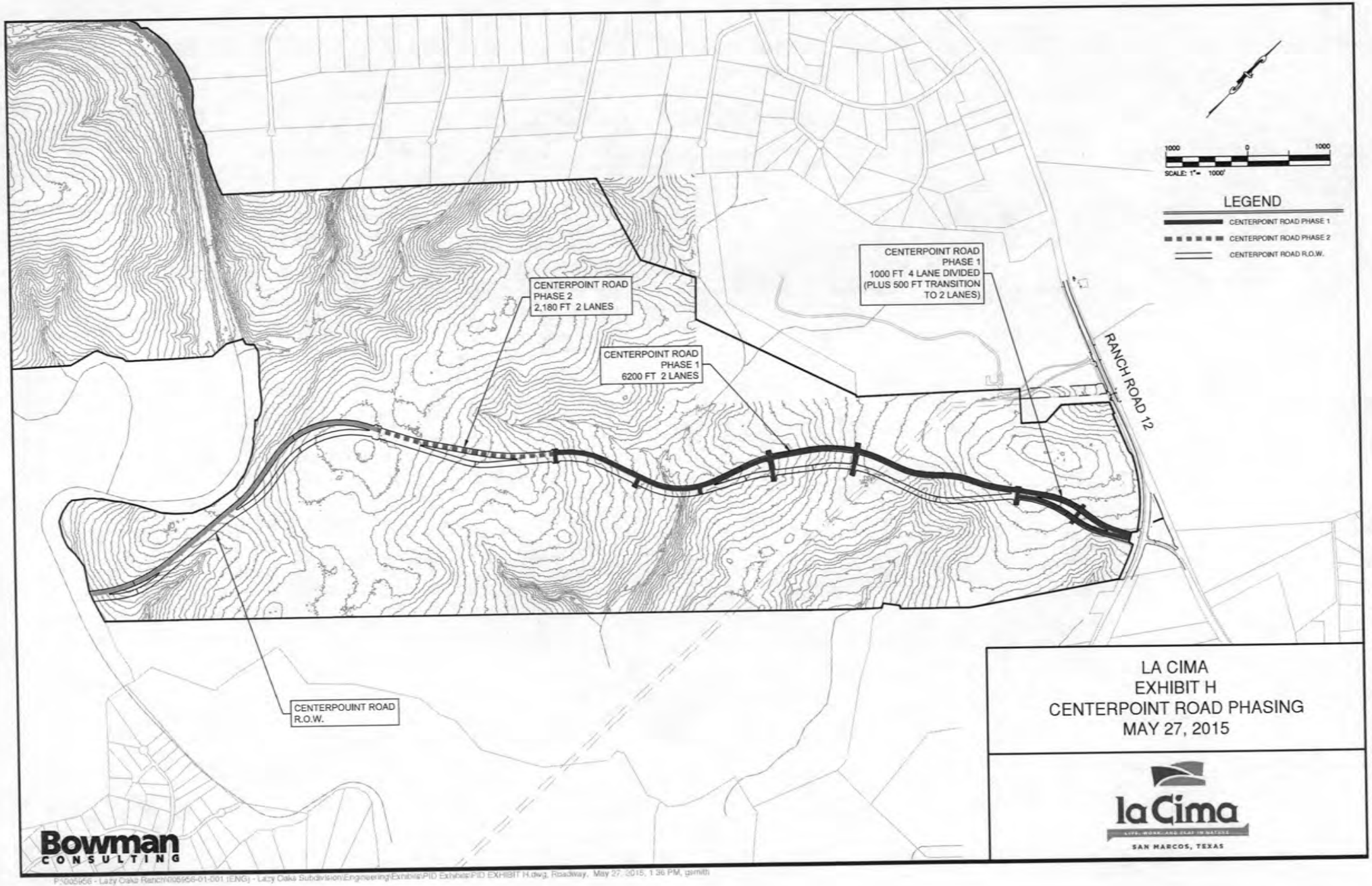

1000
0
1000
SCALE: 1"= 1000'
LEGEND
CENTERPOINT ROAD R.O.W.
CENTERPOINT ROW:
APPROXIMATELY 14,000 LINEAR FEET
(ONE WAY)
MINIMUM 130' WIDTH
APPROXIMATELY 44.03 ACRES
RANCH ROAD 12
LA CIMA
EXHIBIT G
CENTERPOINT ROAD ROW
MAY 27, 2015
Bowman
CONSULTING
laCima
SAN MARCOS, TEXAS
P:\005956 - Lazy Oaks Ranch\005956-01-001 (ENG) - Lazy Oaks Subdivision\Engineering\Exhibits\PID Exhibits\PID EXHIBIT G-ROW.dwg, Roadway, May 27, 2015, 1:45 PM, gsmith

EXHIBIT H

MAP OF PHASES 1 AND 2 of CENTERPOINT ROAD



P:\005656 - Lazy Oaks Ranch\005656-01-001 (ENG) - Lazy Oaks Subdivision\Engineering\Exhibits\PID Exhibits\PID EXHIBIT H.dwg, Roadway, May 27, 2015, 1:36 PM, gsmith

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to request that the Hays County Appraisal District conduct a re-appraisal to those properties affected by the 2015 floods.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Luanne Caraway	CONLEY	N/A

SUMMARY

This re-appraisal will allow the Hays County Appraisal District to re-appraise the homes severely affected by the floods in Wimberley and San Marcos.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and Possible Action to authorize the County Judge to execute an Interlocal Cooperation Agreement, as finalized by General Counsel, between Hays County and the City of San Marcos related to mutual aid and disaster relief activities by both governmental entities.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cobb	COBB	N/A

SUMMARY

Backup to be provided in Open Court, as the ILA is still being finalized.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and Possible Action to authorize the County Judge to execute an Interlocal Cooperation Agreement, as finalized by General Counsel, between Hays County and the City of Wimberley related to mutual aid and disaster relief activities by the County within the municipal limits of the City of Wimberley.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cobb	COBB	N/A

SUMMARY

Backup to be provided in Open Court, as the ILA is still being finalized.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to ratify actions taken by the Hays County Sheriff's Office related to transfers of prisoners of the Hays County Jail.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler	COBB	N/A

SUMMARY

Summary to be provided in Open Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and Possible Action to authorize the County Judge to execute a Master Services Agreement between Hays County and Tetra Tech, Inc., related to Emergency Management Consulting, Debris Management Program Consulting, Grant Administration Services, and after flood-related consulting services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cobb	COBB	N/A

SUMMARY

See attached.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

EFFECTIVE DATE: _____

CONTRACT NO.: _____ TETRA TECH, INC. FED TAX ID: 95-4148514

CLIENT: _____

ADDRESS: _____

INVOICING ADDRESS: _____

PROJECT CONTACT: _____ TEL: _____ EMAIL: _____

PAYMENT CONTACT: _____ TEL: _____ EMAIL: _____

CONSULTANT: **TETRA TECH, INC.**

ADDRESS: 2301 Lucien Way, Suite 120

Maitland, FL 32751

TECHNICAL CONTACT: _____ TEL: _____ EMAIL: _____

CONTRACTUAL CONTACT: Betty Kamara TEL: (321) 441-8518 FAX: betty.kamara@tetratech.com

PAYMENT ADDRESS: Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642

PROJECT DESCRIPTION: Hazards Preparedness, Planning, Consulting & Recovery Services

☒ **SCOPE OF SERVICES (See Exhibit A)** ☒ **FEE SCHEDULE (See Exhibit B)**

TERMS AND CONDITIONS

1. DEFINITIONS AND CONTRACT FORMATION.

(a) **"Client"** shall mean the person or entity identified in the Tetra Tech, Inc. "TT" Proposal for whom Services are to be performed.

(b) **"TT"** shall mean Tetra Tech, Inc.

(c) **"Client Order"** shall mean the purchase order, request, authorization or other notification, and additions or modifications thereto whereby Client indicates its desire that TT furnish Services.

(d) **"TT Proposal"** shall mean these terms and conditions and the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein TT offers to furnish Services.

(e) **"Services"** shall mean the Services of TT personnel described in the TT Proposal or Client Order and any other Services as may be added to, or performed in connection with, the Contract provided, however, that TT shall have no responsibility as a generator, operator, transporter, disposer or arranger of the transportation and/or disposal of Hazardous Substances as defined in Article 8 below.

(f) **"Contract"** shall mean these Terms and Conditions and the TT Proposal, and shall include, only to the extent not inconsistent with any aspect of the TT Proposal and these Terms and Conditions, the provisions of the Client Order. Upon execution by Client or commencement of Services at Client's request, TT's Proposal and these Terms and Conditions shall constitute a binding Contract and govern exclusively any Services provided.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

2. INTRODUCTION.

The Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

TT acting as an independent Contractor, is a Contractor with extensive experience in providing emergency management planning, disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

Client wishes to enter into an exclusive contractual agreement with TT to provide professional all hazards preparedness, planning, consulting & recovery services in accordance with the HGAC Invitation to Bid No. HP07-13 dated February 7, 2013. The services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services.

TT wishes to provide said services to Client in accordance with and as set forth in the Science Applications International Corporation's response HGAC Invitation to Bid No HP07-13 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by TT will be specified in writing on each Task Order. TT is authorized to commence work upon receipt of a written notice to proceed issued by the Client.

3. COMPENSATION.

The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by TT's Billing Rates as set forth in Exhibit B, plus all expenses directly related to the services furnished under this Agreement.

TT shall be compensated in accordance with each Task Order issued under this Agreement and the terms of this Article. TT's invoices are rendered monthly and are payable upon receipt. **Payment shall be made to the following address: Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642.** Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify TT of any invoice discrepancies. TT and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice.

Interest shall accrue at the rate of two percent (2%) over prevailing prime rate shall be charged on a monthly basis (or the maximum percentage allowed by law, whichever is less) on any amounts not paid within thirty (30) days of invoice submittal. In the event legal action is necessary to enforce the provisions of this Contract, TT shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by TT in connection therewith and, in addition, the reasonable value of TT's time and expenses spent in connection with such action, computed at TT's prevailing fee schedule and expense policies. TT may, but is not required to, terminate its services if any invoice is unpaid for sixty (60) days. TT, its officers, employees, or consultants may be asked or required to appear as a witness or deponent, to furnish information or data through interrogatories, or otherwise be compelled to participate in, administrative or judicial proceedings arising in connection with Client's project. In that event and notwithstanding expiration or termination or this Contract, Client shall compensate TT in accordance with this Article and reimburse TT for reasonable legal expenses incurred in connection therewith, provided, however, that the provisions of Article 6, below, shall govern in the event TT is found to be at fault.

Under no circumstances shall payment of TT's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

4. CONFIDENTIALITY, ACCESS TO SITE, USE OF FACILITIES AND INFORMATION. Client shall provide TT with access to facilities and information conducive to the efficient and accurate provision of Services, including such maps, drawings, records, and site access as are needed for the proper conduct of the Services, and shall indicate the reliability of all information provided. TT will maintain in confidence and return to Client any information designated by Client as confidential. If site visits are included in the Scope of Services, but not field construction or remediation, TT INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work) and if applicable to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by TT as part of Services during construction under Agreement shall not make TT responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make TT responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

5. **INSURANCE.**

(a) During the course of performance of the Services, TT will maintain the following insurance coverages:

TYPE OF COVERAGE	AMOUNT OF COVERAGE
Workers' Compensation/Employers Liability	Statutory/$1,000,000
Commercial General Liability/Excess Liability	$1,000,000/$2,000,000
Professional Liability/Contractors Pollution Liability	$1,000,000
Automobile Public Liability and Property Damage, including coverage for all hired or non-owned automotive equipment used in connection with the insured's operations.	$1,000,000

(b) If required, TT shall deliver to Client, Certificates evidencing that the above coverages are in effect and will not be canceled or materially changed without thirty (30) days written notice; (c) Additional Coverages: If desired, TT, will on a cost-reimbursable basis, endeavor to procure other desired insurance coverages if commercially available and applicable to the work being performed.

6. **INDEMNIFICATION**. TT shall indemnify and save harmless Client from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of TT, provided, however, that "Hazardous Substance Claims" as defined in Article 8, below, shall be governed by that Article.

7. **WARRANTY OF SERVICES**. TT warrants that TT and its employees shall, in performing Services hereunder, exercise the degree of skill, care and diligence consistent with customarily accepted good practices and procedures at the time and location and for the type of Services performed. Should TT fail to perform to those standards, it shall (a) without cost to Client, reperform and correct any substandard Services; and (b) reimburse Client for Client's direct damages or otherwise correct faulty construction, to the extent resulting from such substandard Services. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although TT may perform to the above standards, the Client's goals or desires may nevertheless not be realized. TT makes no other warranties, express or implied, with respect to its performance under this Contract. TT's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in Article 9 below.

8. **HAZARDOUS SUBSTANCE CLAIMS**. (a) In the event that TT's negligence is found, by final judicial determination, to have caused a Hazardous Substance Claim as defined below, TT shall reimburse Client for its costs and liabilities incurred under this Article 8, to the extent caused by TT, in an amount not to exceed that specified in Article 9 below; (b) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCB's, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"); (c) Except as provided in (a). above and to the fullest extent provided in Article 10 below (i) Client shall indemnify and hold harmless TT, its officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims; and (ii) Client shall defend any claim, action, or proceeding which may be brought against TT, its officers, directors, employees, agents, and representatives ("Defendants") arising out of or in connection with any Hazardous Substance Claim and shall bear all fees and expenses of attorneys and costs any Defendant incurs in the defense thereof.

9. **TT LIABILITY**. TT's total aggregate liability in connection with or arising out of the Contract or Services, including without limitation any under Articles 6, 7 and 8 above, shall in no event exceed the amount actually paid to TT under this Agreement, or under the specific task order at issue, whichever is less.

10. **CONSEQUENTIAL DAMAGES AND OTHER LIABILITIES**. TT and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of TT and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth above and under Articles 7, 8, 9 and 14, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of TT is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to TT herein.

11. **SITE CONTRACTORS**. For the benefit of Client and TT, Client agrees that it will cause provisions acceptable to TT governing insurance and indemnity to be inserted in each of Client's agreements for remediation or other construction or site services or work related to the Services.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

12. DELAYS. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof, and an equitable adjustment shall be made to TT's compensation.

13. THIRD PARTY INTERESTS. This Contract and the Services and Work Product produced hereunder are solely for the benefit of Client and are not intended to be for the benefit, or to be construed as creating rights in favor, of any third party. If Client is not the ultimate beneficiary of the Services or TT's work product is used in such a way as to create or induce any reliance by any third party, Client represents and warrants (i) that it shall bind its clients and/or such third parties to limitations on and protections against liability "protective provisions" commensurate with those afforded TT hereunder and that such protective provisions will, in fact, inure to the benefit of TT, and/or (ii) that Client has the power to act on behalf of its clients and/or such third parties and does hereby bind such parties to these protective provisions.

14. CHANGES AND TERMINATION. This Contract shall not be modified except by written agreement signed by both parties. Client shall have the right to make changes within the general scope of Services upon execution of a mutually accepted change order. Client shall also have the right to terminate this Contract prior to completion of the Services, after reasonable notice to TT in writing, in which event Client shall pay TT all amounts due TT hereunder up to the effective date of termination, plus TT's reasonable costs incurred after such date in terminating the Services. In the event that Client alleges breach on behalf of TT, Client shall afford TT in 30 days written notice to submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Recognizing that termination prior to completion may involve risks and exposures both as to cost of work and third party claims, Client shall in such event indemnify, protect and defend TT from claims arising out of any incomplete aspect of the Services. Both parties have the right to terminate this Contract for convenience with thirty (30) day notice to the other party.

15. TERM. The term of this Agreement shall begin on the date first written above through May 31, 2016 with automatic annual renewals, unless either party elects to withdraw.

15. GOVERNING LAW, PRECEDENCE AND DIVISIBILITY. Unless specified otherwise in Client orders, this Agreement shall be governed by the laws of the State of Texas excluding choice of law rules, which direct application of the laws of another jurisdiction. The provisions of the TT Proposal and these Terms and Conditions shall govern exclusively any Services furnished by TT and shall prevail over and render void any inconsistent or conflicting provision of the Client Order. If any term, condition, provision or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relati ng to the subject matter of this Contract are superseded by this Contract.

TETRA TECH, INC. – Accepted by:

Jonathan Burgiel
BY TT (PRINT NAME)

Vice President/Operations Manager
TITLE

SIGNATURE /DATE

ATTEST:

Betty Kamara, Contracts Administrator

_____ -- Accepted by:

BY (PRINT NAME)

TITLE

SIGNATURE /DATE

ATTEST:

EXHIBIT A

SCOPE OF SERVICES

SERVICE OFFERINGS

Tetra Tech, Inc. (Tetra Tech) has access to the full range of personnel with key expertise in relevant topic areas described in the Houston-Galveston Area Council (H-GAC) request for proposals (RFP). Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. This document reviews our services offerings and hourly rates on the following pages.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Tetra Tech is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Tetra Tech works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (hazmat) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. In fact, collectively, Tetra Tech has subject matter expertise in 36 areas. The breadth and depth of our expertise distinguishes Tetra Tech from other firms and allows us to provide the full range of planning and program execution services.

Table D-1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	Emergency operations planning is the effort consisting of a basic plan, emergency support functions (ESFs), and incident-specific appendixes that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for, and reduce the risk of natural, technological, and human-caused disasters, including terrorism.

Service Offering	Description
Continuity of Operations (COOP) Planning	COOP planning is the effort to ensure that the capability exists to continue an organization's mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.
Continuity of Government (COG) Planning	COG planning is the effort to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	ESF planning is the effort used to assign roles and responsibilities of supporting agencies. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Many departments within an organization have primary or secondary support roles under the ESFs. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Evacuation planning is the effort to provide the following: • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Regional catastrophic planning is the effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, mass care/surge capacity planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.

Service Offering	Description
Metropolitan Medical Response System (MMRS) Planning	MMRS planning is the effort designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale hazmat incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency, volunteer management planning is the effort used to document the volunteer programs, training strategies, and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	FAC and reunification planning is the effort to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
Emergency Management Accreditation Program (EMAP) Accreditation Support	EMAP accreditation support involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Strategic planning is the effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Debris Management Planning	Debris management planning is the effort to provide the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	ITDR planning involves a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Crisis communication/public information planning is the effort for media relations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
Hazmat Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Hazmat commodity flow studies and LEPC involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Crisis planning for colleges and universities is the effort to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Training, testing, and exercise planning involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with Federal Emergency Management Agency (FEMA), Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.

Service Offering	Description
Planning and Management	Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data is managed and define methods for establishing budget, cost, schedule, and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes, and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer-Based Training (IBT/CBT)	As part of a full-service solution, Tetra Tech has prepared stand-alone computer-based training for individual customers' needs and Internet-based training to meet the needs of on demand and geographically diverse training requirements.
Asset Management	Tetra Tech's asset management solutions help leaders integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Tetra Tech has extensive operations center services in local and federal organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.
Shared/Integrated Digital Environments (SDEs/IDEs)	Tetra Tech has developed a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.

Debris Program Management Consulting Services

Tetra Tech's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 24 years since, Tetra Tech has helped over 200 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. Tetra Tech has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 67 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over $3 billion in reimbursement funds.

Table D-2. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.
Disaster Debris Removal Procurement and Negotiations	Disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.

Service Offering	Description
Collection Monitoring	Collection monitoring involves overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads.
Disposal Monitoring	Disposal monitoring involves overseeing debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads.
Hazardous Waste Collection, Disposal, and Monitoring	Hazardous waste collection, disposal, and monitoring involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-ladened building material removal, Freon unit removal, and paint and chemical segregation and removal.
Leaner/Hanger/Stump Removal	Leaner/hanger/stump removal involves surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps.
Temporary Debris Storage and Reduction Site (TDSRS) Environmental Support	TDSRS environmental support involves obtaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of TDSRS locations.
Beach Remediation/Restoration	Beach remediation/restoration involves monitoring services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.
Right-of-Entry (ROE) Administration	ROE administration involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal	Waterway debris removal involves monitoring and documenting debris removed from navigable and other inland waterways.
Field Data Collection/ Management/Billing/Invoicing	Data collection/management/billing/invoicing involves developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Our web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time.
Customer Information/Citizen Hotline/Community Relations	Customer information/citizen hotline/community relations involves advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) organization supports the full IT life cycle and content management of many FEMA emergency responder websites, including the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	Tetra Tech has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, Tetra Tech also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

Tetra Tech's Financial Recovery Services (FRS) Practice was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS Practice seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. The FRS Practice offers an unprecedented team of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP); U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table D-3. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	FEMA reimbursement support involves administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Individual Assistance (IA) Services	Administering an IA program is burdensome and time consuming. Tetra Tech assists its clients with application intake, case management, grant administration, expenditure monitoring, etc., in order to minimize the burdens associated with IA programs.
Public Assistance (PA) Services	The Public Assistance program is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. Tetra Tech's team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA)	Grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Damage assessment involves deploying a team of experienced grant administrators to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
Eligibility Consultation	Eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Project ranking involves providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Financial advisory services involve developing program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.

Service Offering	Description
Cash Flow Management	Cash flow management involves developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Procurement assistance involves providing procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements, and satisfactory project completion.
Benefit Cost Analysis	Benefit cost analysis involves formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Feasibility and effectiveness studies involve documenting that projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage.
Site Survey and Legal Description Review	Site survey and legal description review involve providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal and Valuation Services	Appraisal and valuation services involve utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Title due diligence involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	The public outreach program provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Public meeting facilitation involves documenting meeting notices and participation, while garnering program participation.
Homeowner Consultation	Homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance	Relocation assistance involves ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Property management involves assisting grant recipients with program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Negotiations provide a systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Closing involves dedicating consultant resources to ensure a timely and efficient closing process.
Data Management	Data management involves storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Document management involves organizing documents in an efficient manner for easy access by the grant recipient and project stakeholders.
Contractor Invoice Reconciliation	Contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Service Offering	Description
Regulatory Compliance Monitoring	Regulatory compliance monitoring involves documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Project scoping involves developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Insurance adjusting/subrogation involves providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Grant closeout involves providing the grant recipient with a closeout package that is organized to satisfy grant closeout and auditing.

Vulnerability/Hazard Identification/Risk Assessment Services

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	Tetra Tech has risk assessment staff in offices throughout the nation that provide retrospective and predictive ecological risk assessments (ERAs) for federal, state, and commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of Tetra Tech's ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings. Tetra Tech has completed CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, and industrial hygienists. Tetra Tech has conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment. Tetra Tech has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize

Service Offering	Description
	the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with the US Army Corps of Engineers (USACE), customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Tetra Tech also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance Services

Through a combination of in-house capabilities and existing network relationships, Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Following a VA, strategic security planning is paramount to ensure local security enhancements are rolled up into regional and geographic enhancements, providing a comprehensive, layered solution. Tetra Tech, through in-house expertise, may integrate administrative enhancements, physical enhancements, digital security systems, and IT (cyber) enhancements as necessary to mitigate risks. Tetra Tech maintains subject matter experts to plan and conduct VAs, strategic planning, and follow-on program or project management. Integral to the security work is the long-standing network of professionals to design physical security enhancements and security specialists to design digital security specialists.

Table D-5. Security and Surveillance Services

Service Offering	Description
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security, including ports, airports, transportation, and oil and gas.
Risk Assessments	Similar to security assessments Tetra Tech has completed risk assessments in several ways. First, as an integral part of a more comprehensive VA. Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct experience includes municipal infrastructure and agricultural security challenges. Generally, Tetra Tech experience includes port, aviation, and transportation security.
Security Design	Tetra Tech maintains a network of internal design capabilities, including digital security systems, and IT. Tetra Tech design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.

Service Offering	Description
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. Tetra Tech also has integrated security enhancements design with administrative and IT assessments to reduce the likelihood that a water system is compromised due to a malevolent act.
Case Management	Tetra Tech's case management solution is a secure, web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet-accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict Health Insurance Portability and Accountability Act (HIPAA) guidelines and are only available to authorized users for updates as necessary—creating a complete case history—and it is Internet accessible from anywhere.
Security System Design	Provide design services for physical security systems, including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRNE, radar, sonar, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, infrared sensor, and other with wireless connectivity. Provide quick response and gap filling security.
Security Information Management Systems	Provide integration of COTs physical security information management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control, and incident management.

Logistics, Training, and Support Services

Tetra Tech provides multifunctional life cycle logistics support and industry-leading training and response support to government and commercial clients, partners, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and CBRNE response support services at the retail and user level. This includes life cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-6. Logistics

Service Offering	Description
Demand Forecasting	Tetra Tech is working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.

Service Offering	Description
Total Asset Visibility	RFID technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, Tetra Tech implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually. As a leading supplier and installer of equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.
Just-in-Time Inventory	Tetra Tech provides logistical support for Mine Resistant Ambush Protected (MRAP) vehicle for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) Program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.
Product Development Support	• Supportability strategies • Logistics policy development • Supportability analyses • Technical data development • Logistics demonstration integration • Fielding planning • Total package fielding • Configuration management
Enterprise Operational Support	• Automated logistics tool development • UID • RFID implementation • Warehouse and asset planning/operation • Property accountability • Equipment maintenance • Transportation planning • Knowledge management • Reset, planning, and management
Supply Chain Integration Supply Chain Integration	Tetra Tech provides integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting, and storefront management for the federal government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including CBRNE) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.

Interoperability, Situational Awareness, and Command and Control

The availability of real-time data is key to the decision-making process where information collected and transmitted by a wide variety of applications and infrastructure is gathered and presented in a way that can be easily accessed by the people and processes that it can benefit the most. Real-time systems utilize this data, which is collected, transmitted, validated, cleansed, and processed through real-time analysis and visualization techniques to extract information in order to derive maximum business value from a sea of streaming data.

When real-time data is incorporated into the mainstream enterprise, it can provide valuable trending and key performance indicator (KPI) information that can support operational, financial, and other strategic decision-making. Real-time data is critical to many regulatory reporting requirements and processes used in energy, utility, and other industries.

Table D-7. Interoperability, Situational Awareness, and Command and Control

Service Offering	Description
Interoperability (Comms and Data)	• Operational expertise in public safety communications • Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data and other communication • Coordination across disciplines memorandums of understanding (MOUs) mutual aid agreements (MAAs) and other methods for cross-jurisdictional and interagency interoperability
Situational Awareness	• Incident management for security, surveillance, safety, and emergency services • Subject matter experts and first responder tools to assess in real time emergency and incident awareness • Experience working with agencies to implement technical solutions across the agency to manage emergencies
Wireless Networking (Design and Implementation)	• Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data
Radio Communication (Design and Implementation)	• Operational expertise in public safety communications • Provide assessment, infrastructure system design and implementation of secure LMR systems • Coordination across disciplines MOUs MAAs and other methods for cross-jurisdictional and interagency interoperability
Regional Response (that is, Emergency Control Centers, Fusion Center)	• Tetra Tech provides subject matter experts to set up the organizational structure and communications to establish emergency control centers • Experienced in tactical operations systems, firsthand experience with centers with the National Guard • Tetra Tech provides senior program management with intimate knowledge and experience with command and control equipment, software, and other command center operations

Environmental Services

Tetra Tech is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table D-8. Environmental Services

Service Offering	Description
Decontamination	• Technical oversight • Characterization and disposal of radioactive residues • Radiation safety program management • Documentation of site conditions • Radiological surveys • Internal dose assessment calculations to document the risk and dose to personnel from the contamination

Service Offering	Description
Climate Change Adaptation	• Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	• Solutions and services • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services
Solid Waste Management and Water Resources	• Comprehensive and master planning • Facilities planning • Program design • Procurement and alternative project delivery • Operations and performance enhancement • Rates, financial analyses, and appraisals • Program management and capital project planning

EXHIBIT B

FEE FOR SERVICES

Hourly Rates

To the extent that HGAC or any of its end users request Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost, without mark-up.

Table D-9. Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Deputy Field Project Manager/Technical Support	$65.00
Operations Manager	$59.00
Health and Safety Officer	$59.00
Data Manager	$55.00
Billing/Invoice Manager	$49.00
GIS Operator	$49.00
Field Supervisor	$42.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$33.00
Collection Monitor	$33.00
Citizen Drop-Off Site Monitor	$33.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $4.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's automated debris management system (ADMS). The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech 's ADMS is at the discretion of the client.

Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Table D-10. Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	$44.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$90.00
Assistant Planner/ Scientist/Assessor/Analyst	$95.00
Program Planner/ Scientist/Assessor/Analyst	$100.00
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst I	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	$125.00
Public Assistance/Grant Management Consultant	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Analyst III	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst	$158.00
Senior Public Assistance/Grant Management Consultant	$145.00
Project/Program Manager/Supervising Public Assistance Consultant	$175.00
Senior Program Manager	$192.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$210.00
Principal in Charge/Executive Consultant/Planner/ Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Specialist (eg. Ernie Abbott)	$350.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a contract for Disaster Debris Removal Services, as approved by General Counsel and with the vender recommended by the Hays County Purchasing Agent.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	June 2, 2015	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cobb	COBB	N/A

SUMMARY

General Counsel and the Purchasing Agent have utilized HGAC to achieve a streamlined process for submittal of Proposals from Debris Haulers. Selection by Purchasing for recommendation to Court is expected to occur Monday afternoon (June 1, 2015).