Commissioners Court –February 27, 2018
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 **27th day of February, 2018**, 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

PRESENTATIONS & PROCLAMATIONS

1	4	Presentation on Hays County Flood Early Warning system. **INGALSBE/SMITH**

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.

2	5	Approve payments of County invoices. **VILLARREAL-ALONZO**
3	6	Approve payments of Juror checks. **VILLARREAL-ALONZO**
4	7	Approve the payment of Humana and United Healthcare claims. **VILLARREAL-ALONZO**
5	8-14	Approve Commissioners Court Minutes of February 13, 2018. **INGALSBE/GONZALEZ**
6	15	Approve the payment of the February 28, 2018 payroll disbursements in an amount not to exceed $3,560,000.00 effective February 28, 2018 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **COBB/TUTTLE**
7	16-17	Approve and confirm the appointments of Jessica Montana as Deputy Constable and Carol Jo Cooley as Reserve Deputy Constable in the Hays County Constable Precinct 1 Office, effective date February 27, 2018. **INGALSBE/PETERSON**
8	18-22	Approve the appointments of Aileen Hays and Bonnie Hernandez to the Hays County Child Protective Board, 3 year term ending 12/31/20. **COBB**
9	23	Approve the reappointment of Samantha Tuzo to the Hays County Child Protective Board, 3 year term ending 12/31/20. **COBB**
10	24	Authorize Commercial OSSF Permit at 3992 E Hwy 290, Dripping Springs, Texas 78620. **WHISENANT/MCINNIS**
11	25-26	Authorize the Sheriff's Office to utilize donated funds from the Victim's Assistance Program to send a Victim's Assistance Volunteer to the Every Victim Every Time Conference and amend the budget accordingly. **INGALSBE/CUTLER**
12	27-28	Authorize the execution of a maintenance and software support agreement with Ricoh USA Inc. related to the eCopy software for the Sheriff's Office. **INGALSBE/CUTLER**
13	29	Authorize Commercial OSSF Permit at 14707 Fitzhugh Road, Austin, Texas 78736. **WHISENANT/MCINNIS**
14	30-33	Accept the Racial Profiling Report for Constable Precinct 5. **JONES/ELLEN**
15	34-35	Authorize the Sheriff's Office to accept a donation in the amount of $500.00 to the Community Outreach Program and amend the budget accordingly. **INGALSBE/CUTLER**
16	36-39	Approve Utility Permits. **COBB/JONES/BORCHERDING**
17	40-41	Authorize the Court to execute a Tyler Technology Quote related to Ticket Writer module enhancements and amend the budget accordingly. **INGALSBE/MCGILL/CABLE/GUTIERREZ**
18	42	Authorize payment to GT Distributor's for Constable Pct. 3 law enforcement supplies in which no purchase order was issued or quotes obtained as required per County Purchasing Policy. **SHELL/VILLARREAL-ALONZO/HELM**

19	43	Authorize payment to Amtex Scale for the DPS License & Weight scale repairs in which no purchase order was issued or quotes obtained as required per County Purchasing Policy. **INGALSBE/VILLARREAL-ALONZO/MARTINEZ**
20	44	Authorize payment to Axon Enterprises, Inc. for the District Courts bailiff equipment in which no purchase order was issued or quotes obtained as required per County Purchasing Policy. **COBB/VILLARREAL-ALONZO/STEEL**
21	45-57	Authorize the execution of a Letter Amendment to the Interlocal Cooperative Agreement between Hays County, Texas, Hays County Constable Precinct 3 and City of Wimberley for enforcement of traffic-related law enforcement within the City Limits. **SHELL/HELM**
22	58-106	Authorize the execution of an amended Professional Services Agreement with Garver, LLC for Phase 2 engineering for the design of improvements of various low water crossings throughout Precincts 1 & 2. **JONES/INGALSBE/BORCHERDING**
23	107	Approve selection of LJA Engineering, Inc. for Final PS&E Engineering Services on the Dacy Lane project; and authorize staff to negotiate scope, fee, and contract for consideration by Commissioners Court. **INGALSBE/JONES**
24	108-109	Authorize the purchase of a replacement 3.5-Ton Seer Split Heating and Cooling System and amend the budget accordingly. **WHISENANT/GARZA**
25	110-115	Accept the Racial Profiling Report for Constable Precinct 2. **JONES/TORRES**
26	116-117	Accept a Fee Schedule for the Juvenile Probation Office related to GED Testing Fees. **COBB/WILLIAMS**
27	118	Approve out of state travel for the Executive Director of Countywide Operations for the Association of State Floodplain Managers Annual National Conference in Phoenix, Arizona. The travel dates will be from June 17th through June 21st of 2018. **COBB/GARZA**
28	119-121	Authorize the purchase of a replacement fire panel and smoke detectors at the Courthouse and amend the budget accordingly. **COBB/GARZA**
29	122-125	Authorize General Counsel to execute an Engagement Letter with the Law Office of Stephen C. Dickman for legal services associated with revisions to development regulations, Takings Impact Assessments, and related work. **INGALSBE**
30	126-142	Ratify the execution of a contract amendment with Humana related to 2017 Plan Amendments to the County Health & Dental Benefit Plan. **COBB/MILLER**
31	143	Authorize Institutional OSSF Permit at 2550 FM 967, Buda, TX, 78610. **JONES/MCINNIS**

ACTION ITEMS

ROADS

32	144-154	Discussion and possible action to consider the release of the maintenance bond #58S208126-01 for $102,105.00, release of the maintenance bond #58S208129-01 for $76,673.50, release of the revegetation bond #58S208129-01 for $14,428.00, and acceptance of this segment of road into the county road maintenance system for Bush Ranch subdivision, Ph. 3, Sec. 1. **WHISENANT/BORCHERDING**
33	155-160	Discussion and possible action to authorize the acceptance of a right of way dedication deed for property owned by Episcopal Church Corporation in West Texas at or near the intersection of Hwy 290 and Hays Country Acres Road in Pct. 4. **WHISENANT**

SUBDIVISIONS

34	161-178	SUB-936; Pasternak Ranch Subdivision (1 Lot). Discussion and possible action to approve the final plat. **SHELL/STRICKLAND**
35	179-182	SUB-837; Yuli-Posada Subdivision (3 Lots). Discussion and possible action to approve the preliminary plan. **JONES/STRICKLAND**
36	183-192	SUB-924 Rainbow Ranch, Lots 77A & 78A (2 Lots). Discussion and possible action to approve preliminary plan and consider granting a variance to section 721.5.05 of the Hays County Development Regulations. **SHELL/PACHECO**

MISCELLANEOUS

37	193-223	Discussion and possible action to authorize execution of an Interlocal Cooperation Agreement for Mobile Radio Services and Equipment between Hays County and Lower Colorado River Authority (LCRA). **INGALSBE**
38	224-225	Discussion and possible action to authorize staff to uniformly administer floodplain and storm water management regulations found in Chapter(s) 705, 725, & 735 of the Hays County Development Regulations, by removing certain requirements from Chapter 705. **COBB/PACHECO**

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.

39	226	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 Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court. **INGALSBE**

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.

40	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
41	Discussion and possible action related to the burn ban and/or disaster declaration. **INGALSBE/SMITH/BROWNING**
42	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. **INGALSBE**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 23rd day of February, 2018

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation on Hays County Flood Early Warning system.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Smith	INGALSBE	N/A

SUMMARY

Over the past year Hays County, in partnership with Texas Water Development Board, has designed, constructed and implemented a countywide Flood Early Warning System. Through the utilization of grant and local funding the Office of Emergency Services has implemented an in-depth data collection and dissemination platform that will better serve and protect citizens from future flooding

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AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of Humana and United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioner Court Minutes of February 13, 2018.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Gonzalez	INGALSBE	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 13TH DAY OF FEBRUARY A.D., 2018, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
RAY O. WHISENANT JR.	**COMMISSIONER, PCT. 4**
CHRISTINE RODRIGUEZ	**CHIEF COUNTY CLERK**

WITH COUNTY JUDGE, ALBERT H. COBB, JR., BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Rabbi Ari Weingarten gave the invocation. Commissioner Ingalsbe led the court in the Pledge of Allegiance to the United States and Texas flags. Commissioner Ingalsbe called the meeting to order.

PUBLIC COMMENTS

Harvey Jenkins- San Marcos Resident, Dan Lyon- San Marcos Resident, and Rodrigo Amaya- San Marcos Resident gave a public comment.

32366 ADOPT A PROCLAMATION RECOGNIZING FEBRUARY 22, 2018 AS PRESIDENT GEORGE WASHINGTON DAY

Cliff Klaskey and Joe Cox, members of the William Hightower Chapter of the Sons of the American Revolution spoke. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt a proclamation recognizing February 22, 2018 as President George Washington Day. All present voting "Aye". MOTION PASSED**

32367 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve payments of County Invoices in the amount of $907,842.73 for period ending February 6, 2018 and in the amount of $1,979,519.07 for period ending February 13, 2018, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #3 RE: *APPROVE PAYMENTS OF JUROR CHECKS* **– was pulled**

32368 APPROVE THE PAYMENT OF HUMANA AND UNITED HEALTHCARE CLAIMS

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the payment of Humana claims in the amount of $2,435.11 for period ending February 6, 2018 and United HealthCare claims in the amount of $616,514.79 for period ending February 6, 2018 and in the amount of $356,592.02 for period ending February 13, 2018, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

32369 APPROVE COMMISSIONERS COURT MINUTES OF FEBRUARY 6, 2018

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve Commissioners Court Minutes of February 6, 2018 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

32370 APPROVE THE PAYMENT OF THE FEBRUARY 15, 2018 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $2,655,000.00 EFFECTIVE FEBRUARY 15, 2018 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED

Harvey Jenkins resident of San Marcos spoke. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the payment of the February 15, 2018 payroll disbursements an amount**

not to exceeded $2,655,000.00 effective February 15, 2018 and post totals for wages, withholdings, deductions and benefits on the Hays County Website once finalized. All present voting "Aye". MOTION PASSED

32371 APPROVE SPECIFICATIONS FOR IFB 2018-B05 ROAD IMPROVEMENTS - HOT MIX OVERLAY AND AUTHORIZE PURCHASING MANAGER TO SOLICIT FOR BIDS AND ADVERTISE

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve specifications for IFB 2018-B05 Road Improvements - Hot Mix Overlay and authorize Purchasing Manager to solicit for bids and advertise. All present voting "Aye". MOTION PASSED

32372 AUTHORIZE THE EXECUTION OF A BUSINESS ASSOCIATES AGREEMENT WITH RANGER SHREDDING FOR SHRED SERVICES

The Records Management Officer has selected Ranger Shredding as the company to shred for the FY18 countywide shred event. The HIPAA Privacy and Security Rules require that covered entities enter into contracts with their selected vendors to ensure that they will take the appropriate measures to safeguard protected health information. Ranger Shredding will comply and adhere to the guidelines set forth by HIPAA under the attached Business Associates Agreement. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the execution of a Business Associates Agreement with Ranger Shredding for shred services. All present voting "Aye". MOTION PASSED**

32373 APPROVE OUT OF STATE TRAVEL FOR EMERGENCY COMMUNICATION COORDINATOR ERICA CARPENTER AND LEAD EMERGENCY COMMUNICATION OFFICERS – MEGAN JONES, JENNIFER COURTNEY, COURTNEY BOOTH AND AMANDA OLIVER TO ATTEND THE NAVIGATOR CONFERENCE IN LAS VEGAS, NEVADA

Harvey Jenkins resident of San Marcos spoke. Rodrigo Amaya resident of San Marcos spoke. Director of Communications of the Hays County Sheriff's Office, Erica Carpenter spoke. The Sheriff's Office is seeking court approval of out of state travel for Emergency Communication employees to attend the Navigator Conference beginning April 23-26, 2016, 2018 in Las Vegas. Erica Carpenter, once again, has been invited to be a guest speaker at the conference. This training will allow S.O. Emergency Communication staff to learn from seasoned professionals in their field. The conference will provide updates on the PRoQA system and the attendees will be able to learn about the latest tools and technology related to Police, Fire and Medical Dispatch. Capital Area Council of Governments (CAPCOG) and Priority Dispatch have agreed to cover expenses of registration, hotel fees, and airfare for all five emergency communication supervisors. A total of $1,100.00 of per diem and miscellaneous transportation fees will be expensed from the Sheriff's Office Continuing Education g/l. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve out of state travel for Emergency Communication Coordinator Erica Carpenter and LEAD Emergency Communication Officers – Megan Jones, Jennifer Courtney, Courtney Booth and Amanda Oliver to attend the Navigator Conference in Las Vegas, Nevada. All present voting "Aye". MOTION PASSED**

32374 APPROVE THE REAPPOINTMENT OF COMMISSIONER RAY WHISENANT TO THE CENTRAL TEXAS CLEAN AIR COALITION (CAC), ONE YEAR TERM ENDING 12/31/18

CAC is a committee within CAPCOG, Capital Area Council of Governments. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the reappointment of Commissioner Ray Whisenant to the Central Texas Clean Air Coalition (CAC), one year term ending 12/31/18. All present voting "Aye". MOTION PASSED**

32375 AUTHORIZE THE SUBMITTAL OF A RESOLUTION TO THE GOVERNOR'S OFFICE, CRIMINAL JUSTICE DIVISION, FOR THE ASSOCIATED APPLICATION FOR GRANT FUNDING TO SUPPORT THE HAYS COUNTY VETERANS COURT IN THE AMOUNT OF $77,069.48

County Court at Law # 2 Judge David A. Glickler spoke. This application is to submit a Resolution along with the application for funding to the Governor's Office, Criminal Justice Division (CJD) for funding to support the fifth year operations of the Hays County Veterans Court. The grant term is 09-01-18 through 08-31-19.The application is submitted electronically and is due on February 20, 2018. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the submittal of a Resolution to the Governor's Office, Criminal Justice Division, for the associated application for grant funding to support the Hays County Veterans Court in the amount of $77,069.48. All present voting "Aye". MOTION PASSED**

32376 AUTHORIZE THE EXECUTION OF A RESOLUTION AND THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF $115,300.00 FOR THE 'HAYS COUNTY CRIME SCENE ANALYSIS SOLUTION' PROJECT

This grant is to provide the Hays County Sheriff's Department with a crime scene analysis solution that will allow for 3D diagraming of crime and accident scenes. This grant application is due in e grants on February 20, 2018. No matching funds are required. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the execution of a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant program in the amount of $115,300.00 for the 'Hays County Crime Scene Analysis Solution' project. All present voting "Aye". MOTION PASSED**

32377 AUTHORIZE THE EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH COSTELLO, INC. FOR ENGINEERING SERVICES AT HAYS COUNTY OWNED PROPERTY ALONG CLOVIS BARKER ROAD IN PRECINCT

As provided in the Professional Services Agreement, Costello, Inc. has requested an extension to complete the preliminary engineering services for drainage study and roadway design of Leah Ave. through Hays County owned property. The extension will allow additional working days, extending the project completion to 8/13/18. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the execution of a First Amendment to the Professional Services Agreement with Costello, Inc. for engineering services at Hays County owned property along Clovis Barker Road in Precinct. All present voting "Aye". MOTION PASSED**

32378 AUTHORIZE THE EXECUTION OF A RESOLUTION AND THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF $55,400.00 FOR THE 'HAYS COUNTY LAW INCIDENT AREA COMMUNICATIONS PROJECT

This grant application is to provide deployable, comprehensive, communication solution to the Hays County Emergency Responders for use during incidents or call-outs requiring multiple person collaboration. The grant application is due in e grants by February 20, 2018. No matching funds are required for this project. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the execution of a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant program in the amount of $55,400.00 for the 'Hays County Law Incident Area Communications project. All present voting "Aye". MOTION PASSED**

32379 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE TUBERCULOSIS PREVENTION & CONTROL FOR FY 2019 STATE FUNDS IN THE AMOUNT OF $25,875.00

The Department of State Health Services provides funding to local health departments for the identification and treatment of those persons with, or exposed to, tuberculosis (TB). The state funding is $25,875, with a 20% match ($5,175.00) required of the County for participation in the program, for a total project amount of $31,050.00. The match will be budgeted within the Health Department for fiscal 2018 from existing salaries, benefits, and operating expenses. The funding period for this program is from September 1, 2018 through August 31, 2019. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the submission of a grant application to the Texas Department of State Health Services (DSHS) for the Tuberculosis Prevention & Control for FY 2019 State Funds in the amount of $25,875.00. All present voting "Aye". MOTION PASSED**

32380 AUTHORIZE THE EXECUTION OF A RESOLUTION AND THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM IN THE AMOUNT OF $56,435 FOR THE 'HAYS COUNTY VICTIMS ASSISTANCE COORDINATOR' PROJECT

This grant is to provide support to the salary, benefits, and supplies for a Victims Assistance Coordinator position for the District Attorney's Office. A Victim Assistance Coordinator will provide direct victim services to victims of crime, and their families within Hays County. The total project cost including the 20% match is $56,435 and the application is due through e grant son February 20, 2018. Required matching funds will be

requested during the FY 2019 budget process. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the execution of a Resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance Program in the amount of $56,435 for the 'Hays County Victims Assistance Coordinator' project. All present voting "Aye". MOTION PASSED**

32381 ACCEPT AND AUTHORIZE THE EXECUTION OF A MAINTENANCE CONTRACT FROM THE OFFICE OF ATTORNEY GENERAL FOR STATEWIDE CRIME VICTIM NOTIFICATION SERVICE (SAVNS) IN THE AMOUNT OF $28,546.78

This is a grant program (SAVNS) to assist Texas counties and other entities in maintaining a statewide system that provides offender release information, notification of court settings or events, supports the rights of victims of crime and public safety. The system provides immediate access to offender information that prosecutors, victim advocates and other criminal justice professionals can obtain through the SAVNS program. The Contract period is September 1, 2017 through August 31, 2018. Attached is the SAVNS maintenance contract and is submitted electronically. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept and authorize the execution of a Maintenance Contract from the Office of Attorney General for statewide crime victim notification service (SAVNS) in the amount of $28,546.78. All present voting "Aye". MOTION PASSED**

32382 AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO PURCHASE 1 POWER EDGE R330 RACK SERVER WITH 6TB OF STORAGE AND AMEND THE BUDGET ACCORDINGLY

The DA's office downloads Gigabytes of videos that are stored on the Evidence.com site that are utilized to prepare for trials. These files are currently being stored on a county-wide file server. Due to the size of these evidence files, there is limited remaining storage space to properly store and archive. Funds are available in the DA's discretionary funds for this purchase. Budget Amendment: Decrease Expert Witness: 081-607-00.5436 ($500) Decrease Miscellaneous: 081-607-00.5391 ($500) Decrease Employee Testing: 081-607-00.5335 ($200) Decrease Photos Supplies & Processing: 081-607-00.5214 ($500) Decrease Membership Fees & Bonds: 081-607-00.5302 ($1,079) Increase Computer Eqpt: 081-607-00.5712_400 $2,779. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the District Attorney's Office to purchase 1 Power Edge R330 Rack Server with 6TB of storage and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32383 RATIFY THE PURCHASE OF ONE COMPUTER WITH ACCESSORIES FOR THE HISTORICAL COMMISSION AND AMEND THE BUDGET ACCORDINGLY

The Historical Commission Director has received prior donations to purchase equipment to assist with drafting historical documentaries and oral history presentations. Budget Amendment: Increase Computer Equipment .5712_400 Decrease General Supplies .5201. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to ratify the purchase of one computer with accessories for the Historical Commission and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32384 HOLD A PUBLIC HEARING TO ESTABLISH A STOP SIGN ON RIM ROCK RANCH ROAD AT THE INTERSECTION WITH BENITO LANE (PRIVATE) FOR SOUTHBOUND TRAFFIC ONLY

Commissioner Ingalsbe opened the public hearing. No public input was received. Commissioner Ingalsbe closed the public hearing. Transportation Director Jerry Borcherding spoke and gave staff recommendation. This action would establish a stop sign for vehicles traveling south (going towards FM 32) on Rim Rock Ranch Road at the intersection with a private road called Benito Lane. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to establish a stop sign on Rim Rock Ranch Road at the intersection with Benito Lane (private) for southbound traffic only. All present voting "Aye". MOTION PASSED**

32385 AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH DOUCET & ASSOCIATES TO PROVIDE PLANS, SPECIFICATIONS & ESTIMATES (PS&E) SERVICES FOR THE OLD BASTROP HIGHWAY/CR 266 BETWEEN RATTLER ROAD AND CENTERPOINT ROAD IN PCT. 1 AS PART OF THE 2016 ROAD BOND PROGRAM

The Old Bastrop Highway/CR 266 (Centerpoint to Rattler Rd) reconstruction and safety improvements project is included in the County's 2016 Bond Program. **A motion was made by Commissioner Jones, seconded by**

Commissioner Ingalsbe to authorize the execution of a Professional Service Agreement with Doucet & Associates to provide Plans, Specifications & Estimates (PS&E) services for the Old Bastrop Highway/CR 266 between Rattler Road and Centerpoint Road in Pct. 1 as part of the 2016 Road Bond Program. All present voting "Aye". MOTION PASSED

32386 SUB-677; LA CIMA PH 1 SUBDIVISION (139 LOT) ACCEPT AMENDMENT NO. 001 TO LETTER OF CREDIT NO 5132 FOR STREET AND DRAINAGE IMPROVEMENTS FOR LA CIMA PH 1

Chief of Staff Clint Garza spoke. La Cima PH 1 is a proposed 139 lot subdivision located along RR 12 in PCT 3. Water and wastewater service will be accomplished by the City of San Marcos. The construction of street and drainage improvements in La Cima PH 1 SEC 1 is partially complete. The amendment will release $763,264.10 back to the developer. The remaining amount is sufficient to complete the improvements which have not yet been constructed. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to accept Amendment No. 001 to Letter of Credit No. 5132 for Street and Drainage Improvements for La Cima Ph. 1 SUB-677 La Cima Ph. 1 Subdivision (139 Lots). All present voting "Aye". MOTION PASSED**

32387 SUB-936; PASTERNAK RANCH SUBDIVISION (1 LOT) APPROVE THE PRELIMINARY PLAN

Hays County Planner, Caitlyn Strickland spoke and gave staff recommendation. Pasternak Ranch is a proposed 1 lot subdivision located along Oakwood Loop in PCT 3. Water service will be provided by private well and wastewater service will be accomplished by individual OSSF. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve preliminary plan for SUB-936 Pasternak Ranch Subdivision (1 lot). All present voting "Aye". MOTION PASSED**

32388 AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO HIRE THE VICTIMS ASSISTANCE COORDINATOR, SLOT 0505-006 AT 5.33 PERCENTILE OF THE SALARY RANGE EFFECTIVE FEBRUARY 26, 2018

District Attorney Wes Mau spoke. The District Attorney is seeking Court approval to hire the Victims Assistance Coordinator at a base salary of $35,000. The potential candidate has 12 years of experience in criminal justice, including over two years of recent experience as a Victim Assistance Coordinator in Hidalgo County. She is bilingual and a licensed peace officer. This position was approved during the FY18 budget process but has been difficult to fill due to a lack of qualified candidates, particularly bilingual applicants. Salary savings have been identified due to attrition within the DA's operating budget to fund this request. Financial Impact: Base Salary Increase: $ 909 Fringe: $ 187 Total: $1,096 (annualized) $ 645 (FY18 impact approx. 7 months). **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the District Attorney's Office to hire the Victims Assistance Coordinator, slot 0505-006 at 5.33 percentile of the salary range effective February 26, 2018. All present voting "Aye". MOTION PASSED**

32389 AUTHORIZE THE EXECUTION OF A CONSTRUCTION AGREEMENT WITH ARMATINO CONTRACTING FOR RENOVATIONS TO THE DEVELOPMENT SERVICES BUILDING AND AUTHORIZE THE EXECUTIVE DIRECTOR OF COUNTYWIDE OPERATIONS TO EXECUTE CHANGE ORDERS, NOT TO EXCEED $1,160

Chief of Staff Clint Garza spoke. The Development Services Department is in need of modifications to their current office space for the GIS division. In addition to these changes, the department would also like to enclose two cubicle spaces for dedicated office spaces. These offices would be used to house the Environmental Health Specialist II. Funds for this project ($24k) were approved during the FY'18 budget process. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the execution of a construction agreement with Armatino Contracting for renovations to the Development Services building and authorize the Executive Director of Countywide Operations to execute change orders, not to exceed $1,160. All present voting "Aye". MOTION PASSED**

32390 AUTHORIZE THE PURCHASE OF A CARD READER SYSTEM AND SECURITY SYSTEM (INCLUDING 4 CAMERAS AND DVR) FOR COUNTYWIDE OPERATIONS AND AMEND THE BUDGET ACCORDINGLY

Chief of Staff Clint Garza spoke. To supplement the card reader system and security system at the Hays County Government Center. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the purchase of a card reader system and security system (including 4 cameras and DVR) for Countywide Operations and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

***** *****

Clerk's Note Agenda Item #27 RE: *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 RIGHT OF WAY ALONG PROPOSED FM110 IN PCT. 1* **– was pulled**

Clerk's Note Agenda Item #28 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY* **– was pulled**

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Commissioner Ingalsbe gave the update. Burn Ban will remain in effect per Hays County Fire Marshall.

Clerk's Note Agenda Item #30 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**

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Commissioner Shell to adjourn court at 10:03 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 February 13, 2018.

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

Approve the payment of the February 28, 2018 payroll disbursements in an amount not to exceed $3,560,000.00 effective February 28, 2018 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Michele Tuttle, Hays County Treasurer	COBB	N/A

SUMMARY

Approve the February end of the month payroll disbursements not to exceed $3,560,000.00

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

Approve and confirm the appointments of Jessica Montana as Deputy Constable and Carol Jo Cooley as Reserve Deputy Constable in the Hays County Constable Precinct 1 Office, effective date February 27, 2018.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable David Peterson	INGALSBE	N/A

SUMMARY

Pursuant to Local Government Code Chapter 86 Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.
(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners' court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners' court shall approve and confirm the appointment of the deputy only if the commissioners' court determines that the constable needs a deputy to handle the business originating in the precinct.
(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
(d) A person commits an offense if the person:
(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000

Please refer to the attached bios.

Jessica Rayan Montana

Jessica Rayan Montana is a San Marcos native and a graduate of San Marcos High School. Jessica has numerous family members and friends that reside within Hays County, as well as our neighboring county.

In August of 2010, Jessica gained employment with the Lockhart Police Department as a Telecommunications Operator and remained with the department for three years. During her employment with Lockhart, Jessica gained a serious interest in law enforcement and put herself through the police academy. Jessica attended the Law Enforcement Academy at San Antonio College and received her certificate of Basic Police Officer in July of 2013.

In October of 2013, Jessica was hired on as a patrol officer with the Luling Police Department and has worked the last three years on night shift. Jessica has worked a variety of incidents, including major accidents, burglaries, assaults, CPR and major trauma calls.

As part of her patrol duties, Jessica has been exposed to high stress level incidents, including vehicle pursuits, medical emergencies, execution of arrest search warrants for various felonious crimes with both her department and other agencies. As a uniformed officer within the Luling Department, she was responsible for investigations of report calls, ranging from misdemeanor offenses to felony level offenses.

While with the Luling Police Department, Jessica specialized in different training schools, including the Hays County Sheriff's ALERT Terrorism Response to Active Shooter course, San Marcos Police Department for Patrol Procedures for Rural Officers, Capital Area Council of Governments where she received her Certificate as a Field Training Officer and Hays County Constable Office, Precinct One, where she received her Civil Process training in January of 2016 to June 2016.

Jessica resides in Wimberley, Texas, with her boyfriend, Kevin Deatherage.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the appointments of Aileen Hays and Bonnie Hernandez to the Hays County Child Protective Board, 3 year term ending 12/31/20.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

This position is for a three year term. See attached resumes.

Aileen Hays, LCSW
800 Hwy 290 West
Building D, Suite 400
Dripping Springs, TX 78620
[redacted]

EDUCATION
Masters of Social Work
University of North Carolina at Chapel Hill, 1996

Bachelor of Arts, English, with honors
University of Texas at Austin, 1988

RELEVANT EXPERIENCE

LCSW Therapist in Private Practice 2014-Present
Provide individual and family therapy for children and adults, ages 10-adult using a positive, strengths-based approach. Cognitive-Behavioral Therapy, Mindfulness, Motivational Interviewing, Family Systems, and Sand Tray Therapy all employed.

Program Manager, Communities in Schools—Central Texas 2009-2015
Responsible for planning, implementing, and managing Communities in Schools activities and programs at Chapa Middle School. Duties include: individual and group therapy, case management, family support, crisis intervention, program administration, campus team management, supervising interns and volunteers, and campus and community relations. Work with a variety of students, including those with mental health issues, at-risk, special education needs, and English language learners. Collaborate with campus administration to provide several yearly family involvement events and campus-wide No Place for Hate program. Monitor students' academic, behavioral, and attendance progress and intervene when necessary.

School Counselor, Asheville City Schools 2005-2007
Provided school counseling services to K-5 students at Isaac Dickson Elementary School. These services included: classroom guidance, group and individual counseling, coordination of school-wide guidance programming, consultation, behavioral interventions, and crisis intervention. Facilitated Student Support Team and Positive Behavior Support Team.

School Social Worker, Asheville City Schools 1996-2004
Provided social work services to students at Asheville Middle School. These services included: group and individual counseling, assessment, home visits, program planning and evaluation, advocacy, consultation, case management, coordination, and crisis intervention. Provided staff development concerning child development and working with children from poverty. Facilitated Student Intervention Team. Member of the school-wide AVID team. District-wide "Framework for Understanding Poverty" trainer.

OTHER EXPERIENCE

Regional Manager, Big Brothers Big Sisters of Central Texas 2007-2009
Provided direct delivery of program services, marketing, and recruitment for Big Brothers Big Sisters of Central Texas in the Hays County service area. Work with children, families, volunteers, and other community agencies. Promote community awareness of the BBBS program.

Aileen Hays, LCSW
800 Hwy 290 West
Building D, Suite 400
Dripping Springs, TX 78620
[redacted]

Adjunct Instructor, Mars Hill College
Taught “School Social Work”, SOWO 336. Have also supervised B.S.W. and M.S.W. interns throughout the years.

Consultant and Trainer, Independent Contractor 2004
Provided cultural sensitivity training for groups. Provided consultation, research, program evaluation and design services in the areas of volunteer training, program development, family involvement, partnering with schools. Clients include: Asheville-Buncombe Education Coalition, Mars Hill College, Western Region Educational Service Area, and Children First.

Program Director, YMCA , Asheville NC1992-95
Administered a youth program for children identified as at-risk by the Juvenile Justice System. Worked with youth, their families, schools, and the juvenile court system.

Youth Counselor, Camp Woodson at the Juvenile Evaluation Center, Swannanoa, NC 1989-1991
Worked as a youth counselor in this outdoor therapeutic program for juvenile delinquent youth. Guided youth on backpacking trips, rock climbing, whitewater paddling activities.

RELEVANT TRAININGS:
ASK Suicide Prevention Train the Trainer
Sand Try Therapy
Dialectic Behavioral Therapy
Somatic Experiencing
Motivational Interviewing
North Carolina NCDPI Positive Behavior Support
Certified trainer for Ruby Payne “Framework for Understanding Poverty”
AVID training for School CounselorS

HOBBIES & INTERESTS:
Running, knitting, travel, yoga, and enjoying my two boys (16 &18) before they grow up and fly away!

B E N I T A B O N N I E D E L E O N - H E R N A N D E Z , L C S W

802 W. Center Street, Kyle TX 78640

[redacted]

Professional Summary

Multi-skilled with wide-ranging experiences and achievements working with individuals, groups, and the environments in which they live. Thrive on creating transformational visions and ideas that enable individuals to develop through relationships. I have four years utilizing predominantly Solution Focused Therapy and seven years in honing in my current skill set of Cognitive Behavioral Therapy utilizing Mindfulness, Behavior Modification and Reality Therapy. Services are offered in both English and Spanish.

PROFESSIONAL EXPERIENCE

Independent Practice Therapist, Austin and Kyle, Texas- 6/2014-Present

As an independent practitioner I see clients in both Austin and Kyle, in my office or in their homes. I follow the wrap around service approach that incorporates community resources in order to better serve clients in a holistic approach. Clients seen range in age from 13 to 65 who need assistance with life transitions, anger management, helping manage mental health issues, relationship issues and other issues that may arise in their lives. Services are based on their unique needs and modalities used vary from Cognitive Behavioral Therapy utilizing Mindfulness, Behavior Modification, Reality Therapy and Solution Focused Therapy. Services are offered on an individual basis as well as in a familial setting.

Communities In Schools of Central Texas, Austin, Texas- 12/2007-12/2014
Communities In Schools of Central Texas surrounds students with a community of support, empowering them to stay in school and achieve in life.

Program Manager
Assess and case manage approximately 120 at-risk students and assist in removing barriers to their overall success. Provide individual therapy for students who have been diagnosed with various emotional disorders offering strategies and techniques that allow for everyday living. Conduct group therapy with clients as well as offer family therapy on an as needed basis. Utilize various area resources to create a wrap around feeling for clients. Assisted our campus in crisis situations helping to formulate appropriate protocol in these situations to ensure safety of all persons involved. Supervised one full time employee and two to four Bachelor and Masters level interns.

Mauney and Associates, Austin, Texas- 6/2013-12/13
Mauney and Associates is a social services agency with a large network of professional providers who work with families throughout Texas.

Contract Therapist
As a contract therapist I was assigned various cases mostly through Child Protective Services offering individual and family counseling to assist with the transitions that were occurring within the family system. Therapy was utilized to assist with anger management, alcohol and drug abuse as well as parenting. I was also assigned clients whom were recently released from mental health institutions to help ensure safety and transition back into life routines. As a therapist I worked with adolescents through adults under 65. I was also highly utilized in offering Spanish speaking services to our clients.

Greater San Marcos Youth Council, San Marcos, Texas- 01/03-11/07
The Greater San Marcos Youth Council offers individual and family counseling to the families of Hays County. Services also include parenting classes as well as anger management classes.

Senior Outreach Counselor
Offered individual and family counseling for families with at-risk children in Hays County. Facilitated groups of varying topics within San Marcos CISD and Hays CISD. In addition, assisted with the court mandated truancy

program as well as court ordered anger management classes. Also, facilitated the STEPS parenting curriculum to families that were involved with Children Protective Services.

EDUCATION

Texas State University, San Marcos, Texas 2006-2009
Master of Social Work with a concentration in Direct Practice.

Texas State University, San Marcos, Texas 1998-2002
Bachelor of Arts with a major in Psychology and a minor in Social Work.

Licenses:

Licensed Clinical Social Worker, License Number 53430 Expiration: January 2019

*I have been an Independent Practitioner since June 2013.
*I received my LCSW in 2012 after receiving 3000 hour of work supervision through Communities in Schools.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointment of Samantha Tuzo to the Hays County Child Protective Board, 3 year term ending 12/31/20.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

This position is for a three year term.

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 Commercial OSSF Permit at 3992 E Hwy 290, Dripping Springs, Texas 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

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	WHISENANT	N/A

SUMMARY

RABD Holdings, LLC is proposing an OSSF to serve a 2 office/warehouse buildings and 2 buildings that will serve a bakery manufacturer. This 1.8021-acre property is Lot 7 of Section 2-C in the Sunset Canyon Subdivision. The property is served by a public water supply.
The system designer, Stephen Jetton, R.S., has designed a non-standard treatment system, which consists of a grease tank, pretreatment, flow-equalization, and secondary treatment. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 400 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to utilize donated funds from the Victim's Assistance Program to send a Victim's Assistance Volunteer to the Every Victim Every Time Conference and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$366.00

LINE ITEM NUMBER

001-618-99-899.5551 Continuing Education

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

The Sheriff's Office is seeking court approval to utilize donated funds to send one HCSO VA Volunteer to attend the Every Victim Every Time Conference in Bryan, Texas beginning April 24-25, 2018. The individual has been a VA Volunteer for more than five years and the S.O. feels this would be a great opportunity for her to network with other victim service professionals and learn information about current victim issues related to the criminal justice system.

The S.O. is sending two employees in addition to the volunteer utilizing donated funds. The total cost for the volunteer is $122.00; overall cost for two employees and one volunteer is $866 to attend the Every Victim Every Time Conference. Donated funds are available in a supply line item to cover the amount needed for all attendees.

Budget Amendment:
Decrease 001-618-99-899.5201 General Supplies ($366.00)
Increase 001-618-99-899.5551 Continuing Ed $366.00

tim Every Time

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Professional Training **Quality Speakers** **Low Cost Conference**

Save the Date!

April 24th & 25th, 2018

12th Annual Conferenc

Brazos County Expo Complex, Brya

Registration will open January 201

EVERY VICTIM, EVERY TIME

SPEAKER PROPOSALS NOW BEING ACCEPTED FOR 201

CLICK HERE

This two-day conference provides law enforcement, prosecutors, medical staff, teachers, social service agencies, mental health professionals, and others working with crime victims an opportunity to learn valuable information about victim issues related to the criminal justice system.

READ MORE

EVET conference is organized by the following agencies: Brazos County Attorney's Office, Brazos County Community Supervision & Corrections Department, Brazos County District Attorney's Office, Brazos County Health Department, Brazos County Juvenile Services, Brazos County Sheriff's Office, Brazos County Information Technology Department, Bryan Police Department, College Station Police Department, College Station ISD, Community Advocates, Oakwood Collaborative, Robertson County Sheriff's Office, Scotty's House - Child Advocacy Center, Sexual Assault Resource Center, Texas A&M University Health Science Center, Texas A&M University Police Department, Texas A&M University Student Counseling Services, Twin City Mission Domestic Violence Services, Voices for Children – CASA

READ MORE

The conference would not be possible without the generous support of our sponsors. There are several different sponsor levels. If you would like to collaborate with us for the 2017 conference, please click on the tab below.

READ MORE

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 execution of a maintenance and software support agreement with Ricoh USA Inc. related to the eCopy software for the Sheriff's Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$162.00

LINE ITEM NUMBER

001-618-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

The Sheriff's Office is requesting approval of a maintenance and software support agreement for eCopy software. Renewing the maintenance and support agreement ensures continued coverage and access to telephone support, important patches/updates and upgrades.

The total cost of the agreement is $162.00 for one year; funds have been identified in the Sheriff's Office Software Maintenance and Licensing g/l.

RICOH

Ricoh Support Renewal Form
Ricoh USA, Inc - Support Services

Ricoh Software Renewals Desk (SRD)
Call: 855-276-6435 Fax: 610-727-2814
Email: SoftwareRenewals@ricoh-usa.com

Quote Creation Date:
12/26/2017

Type of Renewal:
Regular

******Please do not send payment. Upon receipt of the signed renewal form Ricoh will bill your company.******

Bill to Customer: HAYS COUNTY
Address: 712 S STAGECOACH TRL STE 1071

City: SAN MARCOS **State:** TX **Zip:** 78666

Ship to Customer: HAYS COUNTY
Address: 1307 UHLAND RD

City: SAN MARCOS **State:** TX **Zip:** 78666-8289

Customer Contact:	Reference Number:	Phone:	Email:
Yvette Johnson	999010285 (Contract #: 4372819)	(512)3932283 Ext.	yvette_johnson@co.hays.tx.us

NUANCE - PDF PRO OFFICE

VPN	Qty	Price	Ext. Price	Serial #	Key	Description
MNT-D909A-X00-PS1	6	$27.00	$162.00		L509A-X00-A1P3-XNFF-73	eCopy PDF Pro Single Seat Support Renewal - 1 Year
					L509A-X00-7HM4-BD4T-RC	
					L509A-X00-JPH9-TPKB-Q8	
					L509A-X00-F8V5-ENV3-J1	
					L509A-X00-YH42-BE6B-C5	
					L509A-X00-XW96-6ZAV-WZ	

TOTAL: **$162.00** ***Applicable Taxes Are Not Included***

Total:	Terms of Agreement(Months):	Start Date of Coverage:	Last Date of Coverage:
$162.00	12	**4/27/2018**	4/26/2019

Customer Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Primary Contact: _____

Primary Email: _____

Primary Phone: _____

Software Version: _____

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 Commercial OSSF Permit at 14707 Fitzhugh Road, Austin, Texas 78736.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

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	WHISENANT	N/A

SUMMARY

Dubb Smith of the Fitzhugh Business Center is proposing an OSSF to serve 8 office/warehouse buildings. The system is designed to accommodate up to 80 employees and customers. This 3.75-acre property is Lot 2-A of the Family Tree Subdivision. Each building will be connected to its own rainwater collection system.
The system designer, Jon Maass, R.S., has designed an aerobic treatment system, which consists of pretreatment, flow-equalization, and secondary treatment. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 480 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Racial Profiling Report for Constable Precinct 5.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable John Ellen	JONES	N/A

SUMMARY

(see attached report)

Racial Profiling Report | Tier one

Agency Name:	Hays County Constable's Office, Precinct 5
Reporting Date:	02/12/2018
TCOLE Agency Number:	209105
Chief Administrator:	John Ellen
Agency Contact Information:	
Phone:	512-295-3030
Email:	john.ellen@co.hays.tx.us
Mailing Address:	500 Jack C. Hays Trail Buda Texas 78610

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Hays County Constable's Office, Precinct 5 has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibits peace officers employed by the Hays County Constable's Office, Precinct 5 from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the Hays County Constable's Office, Precinct 5 if the individual believes that a peace officer employed by the Hays County Constable's Office, Precinct 5 has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the Hays County Constable's Office, Precinct 5 who, after an investigation, is shown to have engaged in racial profiling in violation of the Hays County Constable's Office, Precinct 5's policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is

issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: John Ellen

Chief Administrator

Hays County Constable's Office, Precinct 5

Date: 02/12/2018

Hays County Constable's Office, Precinct 5 Motor Vehicle Racial Profiling Information

Total stops: 620

Number of motor vehicle stops

Citation only: 620
Arrest only: 0
Both: 0

Race or ethnicity

African: 34
Asian: 1
Caucasian: 432
Hispanic: 153
Middle eastern: 0
Native american: 0

Was race known ethnicity known prior to stop?

Yes: 0
No: 620

Was a search conducted

Yes: 0
No: 620

Was search consented?

Yes: 0
No: 0

Submitted electronically to the

The Texas Commission on Law Enforcement

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 Sheriff's Office to accept a donation in the amount of $500.00 to the Community Outreach Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$0.00

LINE ITEM NUMBER

052-618-00.

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

The Sheriff's Office received a donation of $500 from Rhadha Madhav Dham. The temple is requesting for the donation to be distributed for the following programs.

Jr. Deputy Academy $250.00
Sunshine Kids $150.00
Citizen's Academy $100.00

Budget Amendment
Increase 052-618-00.4610 Contributions $500.00
Increase 052-618-00.5222 Special Projects $500.00

Jagadguru Kripalu Parishat
Radha Madhav Dham
400 Barsana Road, Austin, TX 78737 • Ph: (512) 288-7180 • Fax: (512) 288-0447 • www.RadhaMadhavDham.org

Tuesday, February 13, 2018

Dennis Gutierrez, Lieutenant
Hays County Sheriff's Office
Support Services Bureau
Public Information Officer
Off Duty Job Coordinator

Dear Dennis,

Please except this donation on behalf of JKP, Radha Madhav Dham.
We sincerely appreciate all that your department has done to help us with our Temple's celebrations for over 20 years.

Please designate this monetary donation to the "Hays County Sheriff's Office" to benefit the Community Outreach Unit, specifically in the following programs:

Junior Deputy Academy $250.00
Sunshine Kids $150.00
Citizen's Academy $100.00

We are all very grateful to the Hays County Sheriff Department, the officers and staff, for all the brave and good work you do everyday.

Michael W Roberts

Michael W. Roberts
Event Coordinator for Special Events
KP, Radha Madhav Dham
400 Barsana Road, Austin Tx. 78737
512-775-8258

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	COBB	JONES

SUMMARY

Permit	Road Name	Utility
1065	Multiple roads (Stonefield subd, Sec. 12)	CenterPoint Energy (gas line)

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

Approval of Utility Permit: 1065

Application Date: February 16, 2018

Commissioner Court Approval Date: February 27, 2018

Company Name: CenterPoint Energy
Company Address: 2730 S IH-35, New Braunfels, TX 78130
Company Phone: (830) 643-6902
Company Contact: Hugh Fitzwater

Type of Utility: gas line

Road Name(s): Red Goldstone Trail, Jasper Trail, Emerald Green Trail and Moon Stone Trail
Subdivision: Stonefield (Sec. 12)
Pct. #: 2

This work involves the installation of new gas service lines within this subdivision section currently under construction (see map). There are three proposed road crossings on Red Goldstone Trail, three proposed road crossings on Emerald Green Trail, one proposed road crossing on Jasper Trail, and one proposed road crossing on Moon Stone Trail.

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.

#1065

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

Application for Installation

Utility Line on Hays County Right of Way

Date: February 20, 2018

Formal notice is hereby given that CenterPoint Energy, a Division of CenterPoint Energy Resources Corporation Company proposes to place a 2" intermediate pressure polyethylene plastic gas line Line within the right-of-way of Red Goldstone Trail, Jasper Trail, Emerald Green Trail, and Moon Stone Trail in the Stonefield Section 12 Development as follows: (give location, length, general design, etc.)
Proposed crossings of road ways with a 2", I.P. polyethylene plastic gas line in the Stonefield Section 12 development near Buda, Hays County, Texas. See attached drawing for proposed piping plan 83959588 Hays County Permit).
The installed gas line will operate at a pressure under 60 PSIG.

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

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

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

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 3 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 1st day of March, 2018.

General Special Provisions:

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

Firm CenterPoint Energy

Title Engineering Specialist IV

By (Print) Hugh Fitzwater

Signature Hugh Fitzwater

Address 2730 S IH 35
New Braunfels, TX 78130

Phone (830) 643-6902

Approved by Hays County Road & Bridge Department

Troy D. Mills, Operations Superintendent 2/16/18
Signature Title Date

GAS STAKING

JOB NO:_____ BY:_____ DATE:_____
ESMTS. DED. BY:_____ ESMT. DOCUMENTS:_____
MONUMENTATION FND.:_____ PLAT DISTS, CHK.-D:_____
ESMTS. NEEDED AT:_____
NON-STD. STAKING:_____ REASON:_____

LEGEND AND NOTES

EXISTING MAIN
PROP 2" IP PLA — 3,368
SDR 11.0 PE 2406/2708
WO#: 83959588
PROP 5# ZINC ANODE
PROP TEE
PROP MARKER BALL
GCO#: 38683
STAKING REQUEST#: 83959588

GENERAL NOTES:

CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES

1.- USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES
2.- USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS
3.- USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'
4.- USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES
INSPECTOR APPROVAL REQUIRED PRIOR TO WORK

F:234013936 | O:234013936 | TC1026

GENERAL NOTES
1. ALL SERVICES MAY NOT BE SHOWN.
2. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS, & SERVICES.
3. MAINTAIN MIN. DEPTH OF 3' UNLESS OTHERWISE NOTED.
4. USE GAUGES TO MONITOR & MAINTAIN FEEDS,& PRESSURES.
5. CONTACT ENGINEERING (HUGH FITZWATER 803-643-6902) WITH ANY NECESSARY FIELD CHANGES.
6. TEST PRESSURE @ 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL.

FIELD VERIFY AND SPECIFY THE DIMENSIONS BETWEEN THE INSTALLED PIPE AND THE STREET RIGHT-OF-WAY OR EASEMENT LINE ON THE COMPLETED AS-BUILT SKETCH.

DESIGNED BY: HUGH FITZWATER	803-643-6902	RECOMMENDED BY:	DATE: 11/7/17	DRAWN BY: RUDY DIETTEL
DATE NEEDED: 12/01/2017	ESTIMATED COST: $	MASON BUTLER		DATE: 11/02/2017
START DATE:	CONTRIBUTION: $			SCALE: 1:60
ESTIMATED COMPLETE DATE:		APPROVED BY:	DATE: 11/9/17	SHEET: 1 OF 1
PURPOSE AND NECESSITY: TO SERVE 60 LOTS +/-4 MOF-M IN BUDA, HAYS COUNTY, TX		ADRENA CASTRO		
DEVELOPER NAME: LENNAR HOMES				

STONEFIELD SECTION 12
BUDA, HAYS COUNTY, TX

CenterPoint Energy
Texas Region - Houston Gas Engineering
DWG No: **ED3-171354**

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 Court to execute a Tyler Technology Quote related to Ticket Writer module enhancements and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$3,000

LINE ITEM NUMBER

112-628-00.5718_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
McGill/Cable/Gutierrez	INGALSBE	N/A

SUMMARY

The IT Department is working with Tyler Technology on a module enhancement to allow data to be imported from SO Patrol Officers ticket writers when completing crash reports. This information is currently being manually entered into Odyssey. JP 3 Judge Andy Cable has agreed to fund this purchase with the JP Technology Fund.

Attachments: Tyler Technology Quote #2018-43776

Budget Amendment:
Increase Software Operating - .5718_400
Decrease Computer Eqpt Operating - .5712_400

Quoted By:	James Mulvey
Quote Expiration:	8/4/2018
Quote Name:	Hays County - Drivers Information Exchange for Sheriff's Office - BZ
Quote Number:	2018-43776
Quote Description:	

Sales Quotation For
Hays County Information Technology
ATTN: Marva Pearce 712 South Stagecoach Trail, Ste. 1206
San Marcos , TX 78666-5534
Phone: +1 (512) 393-2204

Tyler Software and Related Services

Description		License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Brazos							
Task: Driver Exchange Module		$3,000	0	$0	$0	$3,000	$840
	Sub-Total:	*$3,000*		*$0*	*$0*	*$3,000*	*$840*
	TOTAL:	**$3,000**	**0**	**$0**	**$0**	**$3,000**	**$840**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$3,000	$840
Total Tyler Services	$0	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$3,000**	**$840**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to GT Distributor's for Constable Pct. 3 law enforcement supplies in which no purchase order was issued or quotes obtained as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$599.75

LINE ITEM NUMBER

001-637-00.5206

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Villarreal-Alonzo/Helm	SHELL	N/A

SUMMARY

The Constable Pct. 3 Office purchased law enforcement supplies and did not obtain a purchase order per County Purchasing Policy. Funds are available within their operating budget to pay for these charges.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Amtex Scale for the DPS License & Weight scale repairs in which no purchase order was issued or quotes obtained as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$1,159.00

LINE ITEM NUMBER

001-651-00.5411

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Villarreal-Alonzo/Sgt. Martinez	INGALSBE	N/A

SUMMARY

The DPS License & Weights Division had scale repairs completed at the SB IH 35 weigh station and did not obtain a purchase order per County Purchasing Policy. Funds are available within their operating budget to amend for these charges.

Budget Amendment:
Increase Equipment Maintenance & Repair - .5411
Decrease Telephone and Data Lines - .5489

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Axon Enterprises, Inc. for the District Courts bailiff equipment in which no purchase order was issued or quotes obtained as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$2,480.00

LINE ITEM NUMBER

001-608-00.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Villarreal-Alonzo/Judge Steel	INGALSBE	N/A

SUMMARY

The District Court received law enforcement equipment for their bailiffs prior to obtaining a purchase order per County Purchasing Policy. Funds were budgeted during the FY18 budget process for this equipment.

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 execution of a Letter Amendment to the Interlocal Cooperative Agreement between Hays County, Texas, Hays County Constable Precinct 3 and City of Wimberley for enforcement of traffic-related law enforcement within the City Limits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Ray Helm	SHELL	N/A

SUMMARY

This Letter Amendment modifies the conditions under Article 1. Constable's Rights and Duties, of the Interlocal Cooperation Agreement.

FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT

This First Amendment to Interlocal Cooperation Agreement ("Amendment") to the Interlocal Cooperation Agreement (attached hereto as Exhibit "A") is made this 27th day of February, 2018, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), the City of Wimberley, Texas the "City") and Hays County Constable, Precinct 3, (the "Constable"). The County, City and the Constable are sometimes hereinafter collectively referred to as "the parties the parties." The original Interlocal Cooperation Agreement was executed by the parties on or about March 20, 2017.

AMENDMENTS: The following Articles and Sections are amended, restated, and incorporated into the original Agreement, as cited below.

Article 1. Constable's Rights and Duties.
The Constable hereby agrees to provide a full time employee (forty (40) hours per week) to provide traffic-related law-enforcement and general peace-keeping services within the City limits. The parties hereby acknowledge that the Constable's Office has limited resources and equipment with which to regulate traffic laws in the City. The Constable agrees to patrol, investigate, file complaints, maintain audio and video recordings of traffic stops under normal department procedures, assist in prosecution by appearing as a witness, and do all things normally and customarily associated with traffic regulation / law enforcement work performed by his office.

1.1 If the Constable assigned to regulate traffic laws within the City under this Agreement issues a citation for violation under the Transportation Code, and if the City maintains a Municipal Court pursuant to Section 2.2, of the Interlocal Cooperation Agreement attached as Exhibit A, that citation shall be filed and adjudicated in the Municipal Court of Wimberley, Texas. Any fines or fees collected in the Municipal Court shall be considered revenue of the City of Wimberley, Texas.

1.2 Any traffic citations issued by a Constable or Deputy Constable not assigned to regulate traffic laws within the City under this Agreement shall be filed and adjudicated in the Precinct 3 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Likewise, if no Municipal Court exists during the term of this Agreement, then traffic citations shall be filed and adjudicated in the Precinct 3 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Any fines or fees collected in Justice of the Peace Court shall be deposited into the General Fund of Hays County (or in accordance with state law).

1.3 The Constable acknowledges that traffic-related law enforcement is essential during both daytime and evening hours as well as on weekends, and shall exercise his best judgment and efforts to provide such services during evening hours and/or on weekends in a manner accommodating the Constable's scheduling and administrative needs.

1.4 NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE CONSTABLE IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE CONST ABLE OR HIS DEPUTIES, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF THE CONSTABLE'S OFFICE SHOULD BE ALLOCATED THROUGHOUT PRECINCT 3 IN HAYS COUNTY.

(ACKNOWLEDGMENTS ON THE FOLLOWING PAGE)

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Interlocal Cooperation Agreement is hereby executed this the 27th day of February, 2018, as is evidenced by the authorized signatures of the Parties, below.

CITY

_____
CITY MAYOR

ATTEST: _____
CITY MANAGER

COUNTY

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

ATTEST: _____
LIZ Q. GONZALES
HAYS COUNTY CLERK

_____
RAY HELM
HAYS COUNTY CONSTABLE, PCT.3

EXHIBIT "A"

INTERLOCAL COOPERATIVE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This Interlocal Cooperative Agreement (Agreement) is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **Hays County**, a political subdivision of the State of Texas (the "County"), the **City of Wimberley, Texas** (the "City"), and **Constable Ray Helm,** Hays County Constable for Precinct 3 (the "Constable"). The County, the City, and the Constable are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the City desires assistance from the Constable in the area of traffic regulation in order to enhance public safety for its citizens; and

WHEREAS, the City currently does not have the resources to employ public safety officers; and

WHEREAS, by way of this Agreement, the Constable has the legal authority to enforce traffic regulations within the corporate limits of the City; and

WHEREAS, the County, the Constable and the City desire to enter into this Agreement authorizing the Constable to provide the enforcement of traffic regulations within the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. Constable's Rights and Duties.
The Constable hereby agrees to provide a full time employee (forty (40) hours per week) to provide traffic-related law-enforcement and general peace-keeping services within the City limits. The parties hereby acknowledge that the Constable's Office has limited resources and equipment with which to regulate traffic laws in the City. The Constable agrees to patrol, investigate, file complaints, maintain audio and video recordings of traffic stops under normal department procedures, assist in prosecution by appearing as a witness, and do all things normally and customarily associated with traffic regulation / law enforcement work performed by his office.

1.1 Traffic citations issued by the Constable shall be filed and adjudicated in the Precinct 3 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Any fines or fees collected shall be deposited into the General Fund of Hays County (or in accordance with state law).

1.2 The Constable acknowledges that traffic-related law enforcement is essential during both daytime and evening hours as well as on weekends, and shall exercise his best judgment and efforts to provide such services during evening hours and/or on weekends in a manner accommodating the Constable's scheduling and administrative needs.

1.3 If the Constable issues a citation for violation of City ordinances (as opposed to a citation for a violation under the Texas Transportation Code), and if the City maintains a Municipal Court pursuant to Section 2.2, below, that citation shall be filed and adjudicated in the Municipal Court of Wimberley, Texas. Any fines or fees collected shall be considered revenue of the City of Wimberley, Texas.

1.4 **NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE CONSTABLE IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE CONSTABLE OR HIS DEPUTIES, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF THE CONSTABLE'S OFFICE SHOULD BE ALLOCATED THROUGHOUT PRECINCT 3 IN HAYS COUNTY.**

Article 2. City's Rights and Duties.

2.1 The City hereby designates the Constable and his deputies as traffic officers and agents of the City when enforcing traffic regulations within the City limits. The City agrees to allow the County to retain any fees collected by the Justice Court. The City further agrees to cooperate and lend such assistance of equipment and personnel to the Constable's employees as may be reasonably required from time to time to carry out the purposes of this Agreement. In addition, the City shall provide the County with updated copies of Wimberley ordinances related to vehicles and traffic as such ordinances may be updated from time to time.

2.2 The City may employ a Municipal Judge of its own selection other than Justice of the Peace for Precinct 3 to hear cases and citations related to City ordinances and code enforcement other than traffic violations. The City retains the right to operate its Municipal Court and do all things normally and customarily done in the prosecution of alleged ordinance violations not issued by the Constable's Office pursuant to this Agreement.

2.3 In return for the annual services provided by the Constables Office cited above, the City agrees to pay the County in accordance with the payment schedule attached hereto and incorporated herein as Exhibit A which represents reimbursement to the County for actual costs incurred related to the employment of an additional Full-Time employee within the Constables Office for Precinct 3 and estimated vehicle fuel costs related to patrol of the City of Wimberley of $2,500.00. Despite the City's willingness to lend the assistance of equipment, as cited in Section 2.1 above, the City shall not be obligated to compensate the County for the purchase or lease of a vehicle for use by this full-time employee.

2.4 The City agrees to pay the annual costs cited in Exhibit A on a quarterly basis, beginning October 1st of each contract year, but may opt to pay the annual costs at a greater rate.

2.5 Exhibit A contains the first partial year that spans between the Effective date of April 1, 2017 and the end of the current fiscal year, September 30, 2017. During this first partial year, Hays County will reduce its charges by fifteen thousand dollars ($15,000 USD) in return for conveyance of one 2012 Ford Crew Cab F150, VIN 1FTFW1CF9CKD30288, currently owned by the City. Such conveyance shall occur on or about the Effective date of this Agreement. The Constable intends to utilize said vehicle for the services provided under this Agreement.

Article 3. Administration.
The Constable will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the County is the Constable, or his designee, and the contact person and representative for the City is the City Council.

Article 4. Term of Agreement and Renewal.
This Agreement shall become effective on April 1, 2017 after approval of the Hays County Commissioners Court, the Hays County Constable for Precinct 3, and the Wimberley City Council, as evidenced by the signatures below. This Agreement shall renew annually on October 1st of each year, which represents the commencement of a new fiscal year for each Party. Automatic renewals shall continue through Fiscal Year 2019 (September 30, 2019). The Parties must agree to extend the term of this Agreement in writing, with properly authorized signatures of the Parties. This Agreement may be terminated, with or without cause, by either party hereto by giving ninety (90) days written notice of termination to the other party via certified-mail, return receipt requested. Each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Insurance and Liability.
The relationship of the County, the City and the Constable is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the City, and the City shall be responsible, as between the County, the City and the Constable, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the City. The City shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the County, and the County shall be responsible, as between the County, the City and the Constable, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the County or Constable. The City will obtain and maintain in full force and effect during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the City, the County, the Constable and their respective agents,

officers and employees from and against any claim, cause of action or liability arising from any action, omission or failure to act by the City, its agents, officers and employees.

Article 6. Miscellaneous.
The County and the Constable shall have exclusive control, supervision and policy-making authority for and with respect to the services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the City, the County or the Constable, or to create any legal rights or claim on behalf of any third party. Neither the County, the City nor the Constable waives any defenses whatsoever, including, but not limited to, governmental immunity.

Article 7. NOTICE.
Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County
County Judge
111. E. San Antonio
San Marcos, TX 78666

City of Wimberley
City Manager
221 Stillwater
Wimberley, TX 78676

Article 8. DISPUTE RESOLUTION

8.1 Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

8.2 Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a

mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.3 Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

Article 9. MISCELLANEOUS

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

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

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

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

9.5 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, The parties hereby execute in duplicate and attest this Agreement to be in full force and effect on or about April 1, 2017.

Attest:

Liz Gonzalez
Hays County Clerk
Date: 3/20/17

Hays County, Texas

Judge Bert Cobb, M.D.
Hays County Judge
Date: 3/20/17

Hays County Constable

Ray Helm
Constable Precinct 3
Date: 3-24-17

Attest:

City Clerk
Date: 3/28/17

City of Wimberley

Title: Mayor
Date: 3-28-17

EXHIBIT A
PAYMENT SCHEDULE

Deputy Constable Position
Precinct 3 - City of Wimberley
Effective 4/1/2017

	Year 1	FY17 Fiscal Impact	Year 2	Year 3	Year 4
Base Salary	47,216	23,608	48,231	49,268	50,327
Uniform	720	360	720	720	720
Salary	47,936	23,968	48,951	49,988	51,047
FICA/Medicare	3,667	1,834	3,745	3,824	3,905
Retirement	5,891	2,946	6,016	6,144	6,274
Insurances	11,798	2,950	11,798	11,798	11,798
Fringe	21,356	7,729	21,559	21,766	21,977
Vehicle Maint	2,500	1,250	2,500	2,500	2,500
Total Cost	71,792	32,947	73,010	74,254	75,524
		Hays Co Purchase of Vehicle	(15,000)		
Adjusted Revenue from City for Year 1		17,947			

**Salary Data per current Collective Bargaining Agreement, expires 9/30/2020.*
**Retirement & Insurance Rates will fluctuate based on actuals.*

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 execution of an amended Professional Services Agreement with Garver, LLC for Phase 2 engineering for the design of improvements of various low water crossings throughout Precincts 1 & 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$569,469

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	JONES	INGALSBE

SUMMARY

In Professional Services Agreement with Garver LLC, to perform Phase 2 engineering services on 7 low water crossings identified throughout Precincts 1 & 2 which consists of surveying, environmental services, geotechnical services, ROW acquisition, public involvement, plans, specifications and estimates, bidding and construction phase services for Bunton Lane 1, 2, 3, Francis Harris Lane, S. Turnersville Road, Grist Mill Road, and Cotton Gin Road sites, the not to exceed amount was incorrectly listed as $529,834.00. All services listed are part of the voter approved 2016 Bond package. 034

3755 S. Capital of Texas Highway
Suite 325
Austin, TX 78704

TEL 512.485.0009
FAX 512.485.0010

www.GarverUSA.com

December 19, 2017

Jerry Borcherding, P.E.
Director of Transportation
Hays County
2171 Yarrington Road
San Marcos, Texas 78666

Re: Professional Services Agreement for Hays County Drainage and Low Water Crossings, Precincts 1 and 2 – Phase 2

Dear Mr. Borcherding:

We are pleased to enter into this Professional Services Agreement for the Hays County Drainage and Low Water Crossings, Precincts 1 and 2 – Phase 2. Phase 2 includes Surveying, Environmental Services, Geotechnical Services, ROW Acquisition, Public Involvement, Plans, Specifications and Estimates, Bidding and Construction Phase Services for the Bunton Lane 1, 2 and 3, Francis Harris Lane, S. Turnersville Road, Grist Mill Road and Cotton Gin Road sites (excluding Environmental and Geotechnical Services for Cotton Gin Road which were included in Phase 1).

Please find the following supporting documents for this proposal:

Professional Services Agreement
Appendix A Scope of Services
Appendix B Garver Fee
Appendix C Project Schedule
Appendix D Subconsultant Proposals

We look forward to working with you on these important projects. Please call me at 512-485-0019 with any questions.

Sincerely,

Keri Burchard-Juarez, P.E., PMP
Central Texas Municipal Transportation Team Leader

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Garver, LLC** hereinafter "Contractor"), whose primary local place of business is located at **3755 S. Capital of Texas Highway, Suite 325, Austin, TX 78704**, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the **9th day of January, 2018** (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The Hays County Drainage and Low Water Crossing Improvements, Precincts 1 and 2 project consists of drainage analysis and schematic plans for all 15 low water crossing sites and construction plans and specifications for 8 low water crossing sites located in Hays County Precincts 1 and 2, including surveying, subsurface utility engineering, geotechnical engineering, environmental services, design, preparation of property acquisition documents, public outreach, bidding and construction phase services. The improvements will consist primarily of drainage structure replacement and minor roadway upgrades. This Professional Services Agreement is for **Phase 2** of the project, defined as Surveying, Environmental Services, Geotechnical Services, ROW Acquisition, Public Involvement and Plans, Specifications and Estimates for the Bunton Lane 1, 2 and 3, Francis Harris Lane, S. Turnersville Road, Grist Mill Road and Cotton Gin Road sites, and Surveying and ROW Acquisition for Chaparral Park Rd. (Environmental and Geotechnical Services for Cotton Gin Road were included in Phase 1 and are not included.) See attached Appendix A Scope of Services for additional detail.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of **Jerry Borcherding** and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If

the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

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

4. DURATION
The parties agree that the Work shall be completed **300 working days** days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed **Five Hundred Sixty Nine Thousand and Four Hundred Sixty Nine Dollars** ($569,469 USD) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION
Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County

is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; fax 512-392-6500; bert.cobb@co.hays.tx.us
All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.
Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

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

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors,

employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property

of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

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

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

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

_____	_____
Hays County, Texas	Garver, LLC
By: Bert Cobb M.D.	By: Glenn G. Gregory
Hays County Judge	Vice President

APPENDIX A

SCOPE OF SERVICES FOR

Hays County Drainage and Low Water Crossings

1.0 General

We understand Hays County requests Garver to provide construction plans and specifications for improving various drainage and low water crossing throughout Hays County (refer to project site listing in Section 1.3). Generally, the scope of services includes surveying, geotechnical engineering, environmental services, design, preparation of property acquisition documents, public outreach and bidding and construction phase services for the improvements at these locations. Improvements will consist primarily of drainage structure reconstruction and minor roadway upgrades. More specifically, we propose to accomplish the following.

1.1 Permitting and Coordination

- Coordinate with utility companies.

- Assist County with necessary regulatory agency permitting. These agencies include:

    - U.S. Army Corps of Engineers
    - Texas Commission on Environmental Quality
    - Texas Parks and Wildlife Department
    - Texas Historical Commission

1.2 PS&E Design

- Prepare and submit parcel maps to County that delineate necessary construction easements and required right-of-way once design progresses to approximately 50% completion. Parcel maps will be submitted separately ahead of other PS&E deliverables to facilitate right-of-way and easement acquisition. Temporary traffic control plans will also be submitted at approximately 50% completion.

- Prepare PS&E final construction plans and specifications (90% submittal) as one construction contract for County review. This submittal will include final construction details and quantities, special provisions, and opinion of probable construction cost. In general, final plans will contain:

    - Cover sheet, sheet index, project location map, project notes, estimated quantities
    - Traffic control plan
    - Survey control layout
    - Geometric data
    - Typical section and construction sequencing details
    - Roadway plan & profile sheets
    - Removal sheets
    - Culvert/drainage structure layout sheets
    - Miscellaneous structure detail sheets
    - Signing and striping sheets
    - SW3P layout sheets
    - Standard drawings

- Meet with County to review final plan submittal and discuss final construction cost estimate.
- Revise and resubmit final construction plans and specifications (100% submittal) based upon County feedback.

1.3 Project Sites

The scope of this project is to progress schematic plans prepared by Garver under a separate phase to "ready to let" plans. The sites listed in table below will be completed in this project.

Table 1: Project Sites

Site Description	Latitude	Longitude
Francis Harris Lane	29.760072°	-97.994449°
Bunton Lane Site 1	29.985928°	-97.834677°
Bunton Lane Site 2	29.982560°	-97.830751°
Bunton Lane Site 3	29.981384°	-97.829393°
S. Turnersville Road	30.055288°	-97.780596°
Grist Mill Road	29.959643°	-97.814898°
Cotton Gin Road	29.990546°	-97.824367°

2.0 Surveys

2.1 Property Surveys

Garver will research rights-of-way and gather maps and data relevant to each site and adjoining tracts. Abstracting and deed research will be performed to obtain any additional subdivision plat, adjoiners, and right-of-way deeds pertinent to the subject tracts. Additional on-the-ground field surveys will be required at the Francis Harris Road and Grist Mill Road sites to recover property line monumentation (i.e. property lines that traverse away from the right-of-way). The right-of-way lines for all sites we're previously established under a separate phase. A boundary field survey will be performed, in accordance with the Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas – Category 6, Condition II, to confirm the existing right-of-way information for each site. The project datum will utilize the existing datum established specifically for this area, which is referenced to the Texas State Plane Coordinate System – South Central Zone, North American Datum 1983, North American Vertical Datum 1988, and Hays County Control Network.

Garver will prepare one Metes and Bounds Description and accompanying sketch for each parcel take and drainage easement. Garver anticipates there will be a total of eight (8) parcel takes and eight (8) drainage easements, as described in the table below. Additional parcel takes or drainage easements above this allowance amount will be considered additional service.

Table 2: Parcel Takes & Drainage Easements

Site Description	Parcel Takes	Drainage Easements
Francis Harris Lane	1	2
Bunton Lane Site 1	1	0
Bunton Lane Site 2	1	1
Bunton Lane Site 3	1	1
S. Turnersville Road	1	1
Grist Mill Road	2	2
Cotton Gin Road	1	1

A plat of survey will be prepared reflecting the results of the boundary survey information and will be available in hard copy and electronic form. This Plat will be the Sketch that accompanies each description.

3.0 Geotechnical Services

3.1 Field Investigations

Garver will obtain geotechnical data necessary for the design of this project, including field investigations, borings, laboratory testing and a geotechnical engineering report for each site. Our fee is based on 6 borings drilled to a depth of 30 feet using a truck mounted drilling rig. Any additional borings required will be considered additional services. Borings will be drilled on pavement so that the existing pavement section can be measured. Soil samples will be obtained using Shelby tubes and/or split-spoon samplers. The field testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. Competent rock (if encountered) will be sampled with an NX core size and percent recovery and Rock Quality Designation (RQD) will be reported on the boring logs. GPS locations of the borings will be provided utilizing a handheld GPS unit accurate to less than 10 feet. Upon completion, boreholes will be properly backfilled with soil cuttings and bentonite pellets. Asphalt cold patch will be used to patch the roadway.

3.2 Laboratory Testing

Appropriate laboratory tests will be performed on soil samples recovered from the borings including moisture content, Atterberg limits, percent passing the No. 200 sieve, unconfined compressive strength, pH-lime series, sulfate, swell, and resistivity tests to develop a thorough understanding of the subsurface conditions relevant to the design and construction of the proposed box bridge culverts. All lab testing will be performed in accordance to ASTM and TxDOT standards.

3.3 Recommendations

Geotechnical recommendations will include:

- Characterizing subsurface soil/rock strata including groundwater
- Providing recommendations for box bridge culverts including allowable bearing capacity, potential shrink/swell and settlement, footing subgrade preparation, and lateral earth pressures.
- Construction considerations for box culverts, embankments, and dewatering

- Assess corrosion potential of soils

3.4 Pavement Design

Garver will prepare the pavement design according to the City of Austin Transportation Criteria Manual and procedures based on the Capital Area Pavement Engineers Council (CAPEC) co-sponsored by City of Austin. The pavement designs will consider the traffic projections as provided by Hays County. Traffic date needed include estimates of the Average Annual Daily Traffic, percent of trucks, traffic growth rates and other truck data for use in estimating pavement design traffic in terms of 18 kip Equivalent Single Axle Wheel Loads (ESALs).

The basis of the subgrade strength for pavement design will be based on nondestructive deflection testing (NDT) with a Falling Weight Deflectometer (FWD) and the geotechnical test results. The deflection data measured by the FWD in conjunction with the subgrade materials tests will allow an estimation of the existing pavement strength (for recycling considerations) and subgrade strength for use in the design procedure.

Garver will develop Hot Mix Asphalt Concrete (HMAC) flexible pavement design alternatives. Up to three base type alternatives for each of the four project locations will be analyzed. The design alternatives to be considered for analysis are:

- HMAC over Flexible Base
- HMAC over Cement Treated Base with Recycled Existing Materials and Additional Flexible Base as needed
- HMAC over Hot Mix Base

4.0 Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at the schematic phase. Garver will conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will also attend coordination meetings with the County and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

5.0 Public Involvement

Garver will provide public outreach and engagement throughout the duration of this project. Garver will draft a Citizen Participation Plan (CPP) for the project that will identify and outline public involvement opportunities. The CPP will meet all requirements as set forth by the Code of Federal Regulations Subpart B of 24 CFR Part 91, “Consolidated Submissions for Community Planning and Development Programs.” Garver will ensure that all citizens including any non-English speaking persons are able to participate in the public outreach effort.

Garver will identify and reach out to key stakeholders that will want to be involved and updated. A database will be developed and maintained of property owners, neighborhood associations, businesses,

churches, educational/community organizations, and any interested individuals. Emails will be collected when possible. Garver will proactively maintain communication with stakeholders. We will arrange and attend meetings with affected property owners as necessary and respond to questions and comments in a timely manner. Finally, updates will be sent out to keep the public updated on the project progress.

Tasks and deliverables:

1. Development of Citizen Participation Plan to identify and outline all public involvement activities for project (English and Spanish)
2. Identify and reach out to stakeholders and develop and maintain database and communication log throughout the project in Excel format
3. Conduct stakeholder communications (timely responses to inquiries and up to 14 meetings)
4. Project updates

5.1 Project Materials and Tools

Garver will create project materials to relay project information in a clear and concise format for the public, and provide opportunities to give input during the project. Materials may include but are not limited to surveys, handouts, fliers, fact sheets, photos, and exhibits. Garver will translate materials into Spanish as needed. A survey will be developed, and Garver will share it to get meaningful input on the project.

Tasks and deliverables:

1. Develop and distribute project materials including handouts, flyers, FAQs, factsheets, photos, exhibits (Spanish as needed)
2. Develop and conduct survey (Spanish as needed)

5.2 Media

Garver will develop and implement additional outreach strategies for both traditional and social media. Drafts of media releases will be developed for the County to distribute to announce project launch, milestones, and public meetings. Social media posts will be drafted and sent to the appropriate contacts for posting to existing County and other relevant groups' social media accounts. Garver will identify opportunities for, and place advertisements for public meetings in local media outlets.

Tasks and deliverables:

1. Develop and coordinate distribution of media releases
2. Develop and coordinate distribution of social media posts
3. Develop and distribute display advertisements for print or digital placement and translations

5.3 Website

Garver will develop content to be posted to the County's website. It will include project details, information on how to get involved and share input, project contact information, project materials and materials from public meetings. Garver will coordinate with the County for posting.

Tasks and deliverables:

1. Develop and coordinate publishing of content for project webpage
2. Monthly updates to content as needed

5.4 Public Meetings/Public Hearings

Garver will plan, schedule, conduct, and facilitate up to 6 public meetings/hearings to share project information with and collect feedback from citizens and stakeholders. The public meetings/hearings will meet the requirements of CDBG funding as set forth by the Code of Federal Regulations Subpart B of 24 CFR Part 91, "Consolidated Submissions for Community Planning and Development Programs."

Garver will coordinate with the County and project team on meeting logistics including dates, times and locations for all the meetings. In addition, Garver will participate in meeting rehearsals with the project team and County, and announcing the meetings by distributing information to interested stakeholders and community organizations. Distribution and outreach will include, but is not limited to email notices, phone calls to interested stakeholders and organizations, and any other appropriate method for promotion and notification of all meetings.

Garver will facilitate the public meetings/hearings and provide bilingual staff members for all meetings. Garver will collect and document all input received from the public and incorporate into a summary report. The summary will contain copies of public notices, minutes of the hearing documenting contents of the notices, a list of attendees, and an analysis of all input received.

Tasks and deliverables:

1. Meeting planning (logistics, venue, date) and outreach - Up to 6 public meetings/hearings
2. Meeting rehearsals and coordination with project team and County
3. Meeting preparation & facilitation (including bilingual staff)
4. Meeting summary report and analysis of input received

6.0 Environmental Services

Garver does not anticipate that wetlands will be present at any of the project sites. If wetlands are encountered, wetland delineation will be an additional service. Garver will assist the County with obtaining the appropriate environmental permits and clearances through the following coordination. Permitting associated with municipalities is considered an additional service and can be added to this agreement by written amendment.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with TCEQ. We anticipate that an SWPPP will be required for Bunton Lane. More than one SWPPP will be an additional service.

Texas Parks and Wildlife Department (TWPD) Coordination

Coordination with the TPWD is required to facilitate protection of state-listed Threatened and Endangered Species and rare resources. Garver will prepare a Wildlife Habitat Assessment Program Review (WHAB) form and a project coordination letter. The WHAB form will be submitted to the TPWD with a coordination letter, which will describe the project and include project maps and photographs.

6.1 Texas Historical Commission (THC) Coordination

Coordination with the THC is required for protection of cultural resources. Garver will prepare an application to request THC's State Historical Preservation Officer (SHPO) to review the project. The letter will describe observed significant features, depth of excavation, and a general description of the project. The letter will also include project maps and photographs of the proposed project site.

The THC will respond by either stating that no further coordination will be required; or requesting supplemental information or investigations. Additional information or investigations to comply with THC

beyond the coordination proposed herein is not included in this scope. Garver can provide these services as additional work.

6.2 U.S. Army Corps of Engineers Coordination

The USACE provides coverage under their Nationwide Permit (NWP) program for some developmental work within Waters of the US (WOUS). After reviewing the project, it has been determined this project can likely obtain coverage under NWP 14: Linear Transportation Projects. USACE will view all the water crossings as one complete project. Certain NWPs have limitations that trigger the requirement for a Pre-Construction Notification (PCN) for permit coverage.

If the project requires coverage under a NWP, it is required to comply with the terms and conditions of the selected NWP(s). Terms and conditions for all NWPs include coordination with state and federal agencies. A detailed explanation of the coordination requirements are listed within the terms and conditions of each NWP. If the project will require a PCN, Garver will prepare a NWP PCN application submittal form. If additional coordination with USACE is required beyond the PCN submittal, Garver can provide these services as an additional work.

7.0 Property Acquisition Documents

The 7 project sites affect 16 different parcels. Garver will perform property acquisition services for right-of-way and drainage easements, up to the amount of the allowance. Property acquisition above the allowance amount will be an additional service.

8.0 Bidding Services

During the bidding phase of the project, Garver will:

1. Support the contract documents by preparing addenda as appropriate.
2. Participate in a pre-bid meeting if necessary.

9.0 Construction Phase Services

Garver will review pre-construction submittals and shop drawings and respond to requests for information during construction of each site.

10.0 Governing Specifications and Design Criteria

Construction plans will be prepared in accordance with the design criteria provided by the County and included in Appendix D. TxDOT's 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges will serve as the governing specifications for the project.

11.0 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- Geotechnical Engineering Reports
- Parcel Map (50%)
- Traffic Control Plans (50%)
- Final Plans (90%)
- Revised Final Plans (100%)

12.0 Extra Work

For clarification, our proposed scope of services does not include the items listed below. However, Garver will be happy to include these items at the County's request. Any work not listed above will be considered additional services.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Reports, submittals or deliverables in addition to those listed herein.
- Pavement Design beyond that furnished in the Geotechnical Report.
- Design of any utility relocations.
- Retaining walls or other significant structural design beyond that designated in Appendix C. Design and detailing of traditional bridge structures determined to be necessary during preliminary design will be considered additional work.
- Street lighting or other electrical design.
- Construction materials testing.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Construction observation or on-site meetings during construction.
- Scour studies
- Coordination with TxDOT.
- Subdivision platting, flood elevation certificates, and obtaining current title report
- Substantive revisions to WPAP resulting from TCEQ review.
- Additional information or investigations to comply with THC beyond the coordination proposed herein.
- Coordination with USACE beyond the PCN submittal.
- Right-of-way or easement coordination in excess of the amount of the included allowance
- Condemnation services
- Appraisal services
- Wetland delineation, environmental mitigation plans or other work related to historically or culturally significant resources.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

13.0 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule provided in Appendix C.

APPENDIX B

Hays County
Hays County Drainage and Low Water Crossings

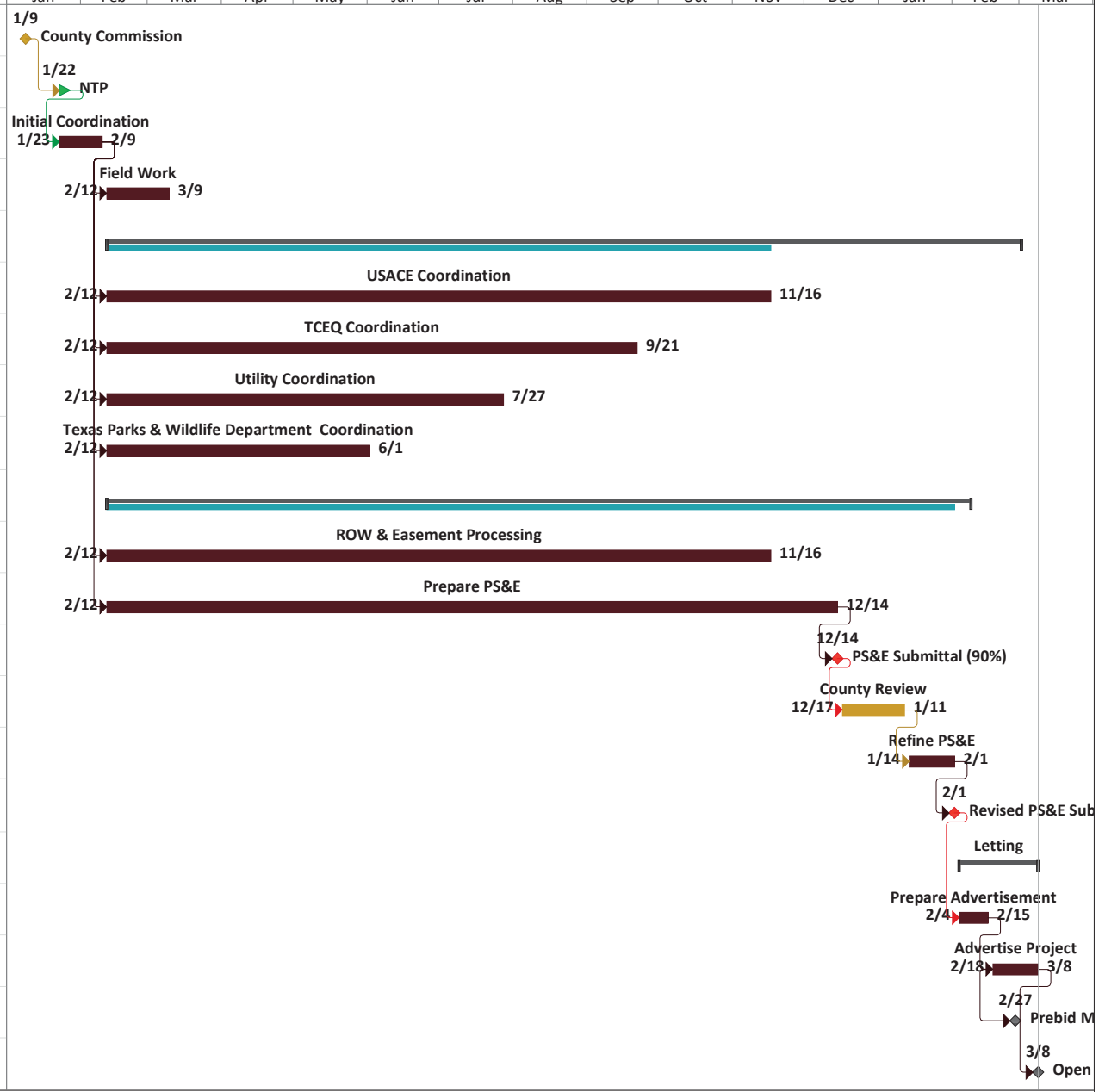
FEE SUMMARY

Title I Services	Estimated Fees
Geotechnical Services	$40,234.00
Environmental	$16,162.50
Surveys	$50,780.00
PS&E	$185,533.40
Property Acquisition Documents	$182,349.00
Public Involvement	$56,790.00
Bidding Services	$9,345.00
Subtotal for Title I Services	**$541,193.90**

Title II Services	
Construction Materials Testing	$0.00
Construction Phase Services	$28,276.00
Subtotal for Title II Services	**$28,276.00**
Total	**$569,469.90**

APPENDIX C
Hays County Low Water Crossing - Phase 2

ID	Task Name	Duration	Start	Finish
1	County Commission	0 days	Tue 1/9/18	Tue 1/9/18
2	NTP	0 days	Mon 1/22/18	Mon 1/22/18
3	Initial Coordination	14 days	Tue 1/23/18	Fri 2/9/18
4	Field Work	1 mon	Mon 2/12/18	Fri 3/9/18
5	**Permitting**	**275 days**	**Mon 2/12/18**	**Fri 3/1/19**
6	USACE Coordination	10 mons	Mon 2/12/18	Fri 11/16/18
7	TCEQ Coordination	8 mons	Mon 2/12/18	Fri 9/21/18
8	Utility Coordination	6 mons	Mon 2/12/18	Fri 7/27/18
9	Texas Parks & Wildlife Department	4 mons	Mon 2/12/18	Fri 6/1/18
10	**PS&E Design Phase**	**260 days**	**Mon 2/12/18**	**Fri 2/8/19**
11	ROW & Easement Processing	10 mons	Mon 2/12/18	Fri 11/16/18
12	Prepare PS&E	11 mons	Mon 2/12/18	Fri 12/14/18
13	PS&E Submittal (90%)	0 days	Fri 12/14/18	Fri 12/14/18
14	County Review	1 mon	Mon 12/17/18	Fri 1/11/19
15	Refine PS&E	3 wks	Mon 1/14/19	Fri 2/1/19
16	Revised PS&E Submittal (100%)	0 days	Fri 2/1/19	Fri 2/1/19
17	**Letting**	**25 days**	**Mon 2/4/19**	**Fri 3/8/19**
18	Prepare Advertisement	2 wks	Mon 2/4/19	Fri 2/15/19
19	Advertise Project	3 wks	Mon 2/18/19	Fri 3/8/19
20	Prebid Meeting	0 days	Wed 2/27/19	Wed 2/27/19
21	Open Bids	0 days	Fri 3/8/19	Fri 3/8/19



CobbFendley
TBPE Firm Registration No. 274

October 31, 2017

SUPPLEMENTAL TO PROFESSIONAL SERVICES

Keri Burchard-Juarez, PE, PMP
Municipal Transportation Team Leader
Garver USA
3755 S. Capital of Texas Highway, #325
Austin, Texas 78704
EMAIL: KBJuarez@GarverUSA.com

Re: **Hayes County Low Water Crossing Program**
Supplemental for Professional Services

Dear Mrs. Burchard-Juarez:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional services to you in connection with the **Hayes County Low Water Crossing Improvement Program**. CobbFendley's services are to be performed for the sole benefit of Hays County, Texas ("Client"), who shall be responsible for payment of those services. This document represents a Supplemental Agreement to be added to the original Professional Services Contract between Client and CobbFendley with respect to this project.

I. PROJECT DESCRIPTION

This project is in conjunction with the 2016 Hayes County Road Bond for Low Water Crossing and Drainage improvements through the County Road system. Currently, Cotton Gin Road, Bunton Lane Sites 1, 2 & 3, Francis Harris Road, Turnersville Road and Grist Mill Road have been identified as meeting the needs for additional Right-of-Way taking and Drainage Easements.

These sites were established previously during design survey phase of project.

II. SCOPE OF SERVICES

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

A. Survey Services

- Since some of these sites represent Right–of-Way Takes by Hays County, CFA survey is required by law to monument the limits of each parcel take. Fees and Scope herein reflect the additional work required to complete this task
- Research rights-of-way, gather maps and data relevant to each site and adjoining tracts. Abstracting and deed research will be performed to obtain any additional subdivision plat, adjoiners and right-of-way deeds pertinent to the subject tracts.
- Francis Harris Road and Grist Mill Road will require additional on-the-ground field surveys to recover property line monumentation (i.e. those lines that traverse away from the right-of-way). The Right-of-Way lines for all sites have been previously established.
- A boundary field survey will be performed, in accordance with the **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas - Category 6, Condition II,** to confirm the existing right-of-

way information for each site, noted above, in the area of the existing low water crossing.

- Project Datum - this project will utilize the existing datum established specifically for this area, which is referenced to the Texas State Plane Coordinate System - South Central Zone, North American Datum 1983, North American Vertical Datum 1988, and the Hayes County Control Network.
- CobbFendley will prepare one Metes and Bounds Description and accompanying sketch for each parcel take.
- CobbFendley will prepare one Metes and Bounds Description and accompanying sketch for each drainage easement.
- CobbFendley anticipates there will be a total of eight (8) parcel takes and eight (8) drainage easements;
    - Cotton Gin Road will require one (1) parcel take and one (1) drainage easement descriptions.
    - Bunton Lane Site 1 will require a total of one (1) parcel take descriptions.
    - Bunton Lane Sites 2 & 3 will require a total of two (2) parcel takes and two (2) drainage easement descriptions.
    - Francis Harris Road will require a total of one (1) parcel take and two (2) drainage easement descriptions.
    - Turnersville Road will require one (1) parcel take and one (1) drainage easement description.
    - Grist Mill Road may require as many as two (2) parcel take and two (2) drainage easement descriptions.
- CobbFendley's expectations, with this supplemental, are that all takes or easements are within the confines of one parcel on each side of Cotton Gin Road, Bunton Lane Sites 1, 2 & 3, and Turnersville Road. If the proposed takes do in fact cross property lines, then the fee will be subject to review and possible change.
- A plat of survey will be prepared reflecting the results of the boundary survey information and will be available in hard copy and electronic form. This Plat will be the Sketch that accompanies each description.

The following surveyor's certificate will be used on the survey drawing:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND *[FILL IN DATES OF ALL FIELD WORK]*, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV, STANDARD LAND SURVEY.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Subdivision platting.
2. Surveyor will not provide opinions as to adequacy, on legal or title issues.
3. Obtaining a current title report.
4. The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
5. The survey will not include any references to lease agreements, oil, gas and other mineral rights or matter that are strictly contractual and items which cannot be located upon the subject tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.
6. Flood elevation certificates.
7. Trees, located or identified, on the subject property.
8. Excavation of utilities.
9. "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short term lane closure necessary for manhole entry or access to utility features located in the roadway. Should 'non-standard' traffic control be required (lane closures, police officer present, arrow board, etc...) these services will be considered extra.
10. Any other services not specifically included within the description of the Services as described above.

III. BASIS OF COMPENSATION

We propose to perform the described Basic Services for the following fees: *

1. Cotton Gin Road Parcel Takes

One Parcel Take $2,800.00

One Drainage Easement $1,600.00

2. Bunton Lane Sites 1, 2 & 3

Three Parcel Takes $8,400.00

Two Drainage Easements $3,200.00

3. **Francis Harris Parcel Takes**
   - One Parcel Takes $2,800.00
   - Two Drainage Easements $3,200.00
   - Additional Field Survey to Establish Property Lines $1,440.00
4. **Turnersville Road Parcel Takes**
   - One Parcel Take $2,800.00
   - One Drainage Easement $1,600.00
5. **Grist Mill Road Parcel Takes**
   - Two Parcel Takes $5,600.00
   - Two Drainage Easements $3,200.00
   - Additional Field Survey to Establish Property Lines $1,440.00

Total Lump Sum Fee for all the sites listed above is $38,080.00

*(Fees are based on the amount of $2,800 per parcel take and $1,600 per drainage easement.)
(Expectations are Eight Parcel Takes and Eight Drainage Easements)

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered to be Additional Services and shall require additional fees.

CobbFendley will perform only such Additional Services, as are specifically agreed to in writing by Client and CobbFendley on the Supplement to Original Agreement form, a copy of which is attached.

A copy of the *General Terms and Conditions of the Authorization for Professional Services* is attached and constitutes a part of this agreement.

SCHEDULE OF SERVICES

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's Notice to Proceed.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional surveying services to your firm is appreciated and we look forward to working on this project with you.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.
TBPLS Firm Registration No. 100467

William D. Warrick

William D. Warrick, RPLS
Sr. Project Manager

This proposal accepted by:

Hays County, Texas

_____
Signature

_____
Print Name

_____
Title

_____
Date of Authorization

CobbFendley
TBPE Firm Registration No. 274

December 10, 2017

SUPPLEMENTAL TO PROFESSIONAL SERVICES

Hays County, Texas

c/o Keri Burchard-Juarez, PE, PMP
Municipal Transportation Team Leader
Garver USA
3755 S. Capital of Texas Highway, #325
Austin, Texas 78704
EMAIL: KBJuarez@GarverUSA.com

Re: **Hayes County Low Water Crossing Program**
Supplemental for Professional Services

Dear Mrs. Burchard-Juarez:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional services to Hays County, Texas in connection with the **Hayes County Low Water Crossing Improvement Program**. CobbFendley's services are to be performed for the sole benefit of Hays County, Texas ("Client"), who shall be responsible for payment of those services. This document represents a Supplemental Agreement to be added to the original Professional Services Contract between Client and CobbFendley with respect to this project.

I. PROJECT DESCRIPTION

This project is in conjunction with the 2016 Hayes County Road Bond for Low Water Crossing and Drainage improvements through the County Road system. Currently, Chaparral Road has been identified as meeting the needs for additional Right-Of-Way Takes and Temporary Construction Easements.

This site was established previously during design survey phase of project.

II. SCOPE OF SERVICES

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

A. Survey Services

- Research rights-of-way, gather maps and data relevant to Chaparral Road and adjoining tracts. Abstracting and deed research will be performed to obtain any additional subdivision plat, adjoiners and right-of-way deeds pertinent to the subject tract.
- Perform on-the-ground field surveys to recover any additional property corners relevant to said Chaparral Road right-of-way. (None required or anticipated with this supplemental)
- A boundary field survey will be performed, in accordance with the **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Land Surveying in the State of Texas - Category 6, Condition II,** to confirm the existing right-of-way information for Chaparral Road in the area of the existing low water crossing.
- Project Datum - this project will utilize the existing datum established specifically for this area, which is referenced to the Texas State Plane Coordinate System -

South Central Zone, North American Datum 1983, North American Vertical Datum 1988, and the Hayes County Control Network.

- CobbFendley will prepare one Metes and Bounds Description and accompanying sketch for each parcel take along said Chaparral Road. CobbFendley anticipates there will be a total of three (3) parcel take descriptions and sketches.
- A plat of survey will be prepared reflecting the results of the boundary survey information and will be available in hard copy and electronic form. This Plat will be the Sketch that accompanies each description.
- Since this type of survey represents a title transfer, CFA is required by law to monuments the parcel take limits. The fee for this portion of the project is included in the BASIC COMPENSATION noted below.
- CobbFendley will prepare one sketch for each Temporary Construction Easement, associated with each parcel take.

The following surveyor's certificate will be used on the survey drawing:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND *[FILL IN DATES OF ALL FIELD WORK]*, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV, STANDARD LAND SURVEY.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Subdivision platting.
2. Surveyor will not provide opinions as to adequacy, on legal or title issues.
3. Obtaining a current title report.
4. The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
5. The survey will not include any references to lease agreements, oil, gas and other mineral rights or matter that are strictly contractual and items which cannot be located upon the subject tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.

6. Flood elevation certificates.

7. Trees, located or identified, on the subject property.

8. Excavation of utilities.

9. "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short term lane closure necessary for manhole entry or access to utility features located in the roadway. Should 'non-standard' traffic control be required (lane closures, police officer present, arrow board, etc...) these services will be considered extra.

10. Any other services not specifically included within the description of the Services as described above.

III. BASIS OF COMPENSATION

We propose to perform the described Basic Services for the following fees:

Chaparral Road Parcel Takes

Three Parcel Takes ($2,800 per take)	$8,400.00
Three Temporary Construction Easement Sketches ($1000 per sketch)	$3,000.00
Additional Field Survey to Establish Property Lines	$1,300.00
Total Lump Sum Fee for all the sites listed above is	**$12,700.00**

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered to be Additional Services and shall require additional fees.

CobbFendley will perform only such Additional Services, as are specifically agreed to in writing by Client and CobbFendley on the Supplement to Original Agreement form, a copy of which is attached.

A copy of the *General Terms and Conditions of the Authorization for Professional Services* is attached and constitutes a part of this agreement.

SCHEDULE OF SERVICES

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's Notice to Proceed.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional surveying services to your firm is appreciated and we look forward to working on this project with you.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.
TBPLS Firm Registration No. 100467

W D'Warrick

William D. Warrick, RPLS
Sr. Project Manager

This proposal accepted by:

Hays County, Texas

_____
Signature

_____
Print Name

_____
Title

_____
Date of Authorization

Hays County
Low Water Crossing Improvements
Scope of Work

Updated: November 1, 2017

Task 1: Project Management
CD&P will attend a project kickoff meeting and participate in project updates whether by phone, meeting, or written updates. Being involved in the project details will save time and budget in the long run as we will know of any issues before they arise and be able to communicate in a timely manner with the public.

Tasks and deliverables:
1. Attendance and participation in kickoff meeting
2. Attendance in progress meetings, monthly invoicing, and reporting (6 months assumed)

Task 2: Public Outreach
CD&P will provide public outreach and engagement throughout the duration of this project. CD&P will draft a Citizen Participation Plan (CPP) for the project that will identify and outline public involvement opportunities. The CPP will meet all requirements as set forth by the Code of Federal Regulations Subpart B of 24 CFR Part 91, "Consolidated Submissions for Community Planning and Development Programs." CD&P will ensure that all citizens including any non-English speaking persons are able to participate in the public outreach effort.

CD&P will identify and reach out to key stakeholders that will want to be involved and updated. A database will be developed and maintained of property owners, neighborhood associations, businesses, churches, educational/community organizations, and any interested individuals. Emails will be collected when possible. CD&P will proactively maintain communication with stakeholders. We will arrange and attend meetings with affected property owners as necessary and respond to questions and comments in a timely manner. Finally, updates will be sent out to keep the public updated on the project progress.

Tasks and deliverables:
1. Development of Citizen Participation Plan to identify and outline all public involvement activities for project (English and Spanish)
2. Identify and reach out to stakeholders and develop and maintain database and communication log throughout the project in Excel format
3. Conduct stakeholder communications (timely responses to inquiries and up to 14 meetings)
4. Project updates

Task 3: Project Materials and Tools
CD&P will create project materials to relay project information in a clear and concise format for the public, and provide opportunities to give input during the project. Materials may include but are not limited to surveys, handouts, fliers, fact sheets, photos, and exhibits. CD&P will translate materials into Spanish as needed. A survey will be developed, and CD&P will share it to get meaningful input on the project.

Tasks and deliverables:
1. Develop and distribute project materials including handouts, flyers, FAQs, factsheets, photos, exhibits (Spanish as needed)
2. Develop and conduct survey (Spanish as needed)

Task 4: Media
CD&P will develop and implement additional outreach strategies for both traditional and social media. Drafts of media releases will be developed for the County to distribute to announce project launch, milestones, and public meetings. Social media posts will be drafted and sent to the appropriate contacts for posting to existing County and other relevant groups social media accounts. CD&P will identify opportunities for, and place advertisements for public meetings in local media outlets.

Tasks and deliverables:
1. Develop and coordinate distribution of media releases
2. Develop and coordinate distribution of social media posts
3. Develop and distribute display advertisements for print or digital placement and translations

Task 5: Website
CD&P will develop content to be posted to the County's website. It will include project details, information on how to get involved and share input, project contact information, project materials and materials from public meetings. CD&P will coordinate with the County for posting.

Tasks and deliverables:
1. Develop and coordinate publishing of content for project webpage
2. Monthly updates to content as needed

Task 6: Public Meetings/Public Hearings
CD&P will plan, schedule, conduct, and facilitate up to 6 public meetings/hearings to share project information with and collect feedback from citizens and stakeholders. The public meetings/hearings will meet the requirements of CDBG funding as set forth by the Code of Federal Regulations Subpart B of 24 CFR Part 91, "Consolidated Submissions for Community Planning and Development Programs."

CD&P will coordinate with the County and project team on meeting logistics including dates, times and locations for all the meetings. In addition, CD&P will participate in meeting rehearsals with the project team and County, and announcing the meetings by distributing information to interested stakeholders and community organizations. Distribution and outreach will include, but is not limited to email notices, phone calls to interested stakeholders and organizations, and any other appropriate method for promotion and notification of all meetings.

CD&P will facilitate the public meetings/hearings and provide bilingual staff members for all meetings. CD&P will collect and document all input received from the public and incorporate into a summary report. The summary will contain copies of public notices, minutes of the hearing documenting contents of the notices, a list of attendees, and an analysis of all input received.

Tasks and deliverables:
1. Meeting planning (logistics, venue, date) and outreach - Up to 6 public meetings/hearings
2. Meeting rehearsals and coordination with project team and County
3. Meeting preparation & facilitation (including bilingual staff)
4. Meeting summary report and analysis of input received

Concept Development Planning
Hays County - Low Water Crossing Improvements
November 1, 2017

CD&P RATE	Project Manager $165.00	Senior PI Specialist $125.00	Graphic Design $90.00	PI Specialist/ Spanish Translator $85.00	Junior PI Specialist $65.00	Admin $55.00	Total Hours
Task 1 Project Management							
Attendance at kick-off meeting	3	3		3			9
Attendance in progress meetings, monthly invoicing and reporting (6 months assumed)	3	6		6			15
Task 2 Public Outreach							
Develop Citizen Participation Plan (in English and Spanish)	2	8		12		6	28
Identify and reach out to stakeholders and database maintenance		2			12	12	26
Conduct stakeholder communications (timely responses to inquiries and up to 14 meetings)	6	26		14	12		58
Project updates and communications	1	6		4	6		17
Task 3 Project Materials and Tools							
Develop and distribute of project materials including handouts, flyers, FAQ's factsheets, photos, exhibits (Spanish as needed)	6	12	18	12			48
Develop and conduct survey (Spanish as needed)	2	6		16	16		40
Task 4 Media							
Develop and coordinate distribution of media releases	2	6					8
Develop and coordinate distribution of social media posts	2	6		4			12
Develop and distribute display advertisements for print or digital placement and translations		6	8	6			20
Task 5 Website							
Develop and coordinate publishing of content for project webpage	2	6	4				12
Monthly updates to content as needed		3		3			6
Task 6 Public Meetings/Hearings							
Meeting planning (logistics, venue, date) and meeting promotion (up to 6 public meetings/hearings)		6		12	12		30
Meeting rehearsals and coordination with project team and County	3	8		8	12		31
Meeting preparation & facilitation (including bilingual staff)	18	18		18	18		72
Meeting summary report and analysis of input received	6	12	16		24	12	70
Total Hours	**56**	**140**	**46**	**118**	**112**	**30**	502
Total Hourly Rate	$165.00	$125.00	$90.00	$85.00	$65.00	$55.00	
Total Labor Cost by Classification	$9,240.00	$17,500.00	$4,140.00	$10,030.00	$7,280.00	$1,650.00	

Direct Expenses Costs	$6,950.00
Postage, Mailings, & Copies	$1,000
Venue Rental & Misc. Meeting Supplies & Signage (6 meetings estimate)	$1,200
Mileage	$750
Advertisements (6 meetings, 2 runs each - English & Spanish)	$2,500
Court Reporter (estimate)	$1,500
CD&P Total Project Cost	**$56,790.00**

Percent of total hours	11.2%	27.9%	9.2%	23.5%	22.3%	6.0%

Baer Engineering
and Environmental Consulting, Inc.

October 31, 2017

Garver, Inc.
3755 S. Capital of Texas Hwy, Suite 325
Austin, Texas 78704

Sent via e-mail to KBJuarez@garverusa.com.

ATTENTION: Ms. Keri Burchard-Juarez, PE, PMP

REFERENCE: Environmental Permitting Services
Hays County Low Water Crossings
Bunton Ln 1, 2, 3, Francis Harris Ln, Turnersville Rd, Grist Mill Rd
Various locations in Hays County, TX
Baer Engineering Document No. 172009-5.020, Exhibit A

Dear Ms. Burchard-Juarez:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering), is pleased to provide this proposal to Garver, Inc. (Garver) for the above-referenced Hays County project. We understand the project proposes replacing low water crossings at six locations in Hays County (Site). The County proposes to replace these low water crossings because they are prone to flooding during rain events, likely because of undersized culverts. The proposed upgrades at these crossings should help alleviate roadway closures. We propose to assist Garver in obtaining project clearance from certain state and federal regulatory agencies for the project.

Our scope of services is based upon desktop research, project information provided by Garver, and the following:

1. All municipal permitting for these projects will be coordinated by others.
2. Baer Engineering assumes the proposed project locations cross Waters of the US (WOUS), and coordination with U.S. Army Corps of Engineers (USACE) is required.

SCOPE OF SERVICES

Baer Engineering will provide the consulting services discussed herein, provided that we have safe and reasonable access to the Sites and timely delivery of requested project information and documentation.

Baer Engineering will perform the following tasks:

TASK	DESCRIPTION
1	Field Studies and Surveys
2	Environmental Regulatory Agency Coordination

Task 1 – Field Studies and Surveys

In order to prepare requisite forms, applications, and reports, Baer Engineering will conduct multiple assessments and surveys at the project sites. Results from Task 1 are essential for preparing appropriate coordination documents for applicable regulatory agencies, as explained in Task 2.

Task 1 will include the following:

Threatened and Endangered Species (TES) Habitat Assessment: Baer Engineering will conduct field visits to the sites to evaluate the potential for suitable TES habitat. The evaluation will be based on several factors, including resource availability and habitat structure at the project site and surrounding areas. In addition to the field assessment, methods of TES habitat assessment will include a review of: Texas Parks and Wildlife Department (TPWD) *Rare, Threatened, and Endangered Species of Texas by County Database*; TPWD's *Natural Diversity Database* (NDD)*;* U.S. Fish and Wildlife Service (USFWS) website and database for proposed and designated critical habitat; and Karst Zone maps.

Vegetation Assessment: Baer Engineering will complete a vegetation assessment by recording the dominant plant species observed within the proposed limits of construction for the project. Plants will be separated into the following community types: woodland species, grassland species, and hydrophytic plant species.

Hydrogeological Review Setting: Baer Engineering will conduct a hydrogeologic setting review by observing and collecting data on the site-specific geologic and hydrologic conditions, including topography, bedrock type, soils, structural geology, surface water, and floodplains.

Ordinary High Water Mark Delineation: Baer Engineering will mark the USACE jurisdictional boundary of each waterway at the roadway crossings and 25 feet up and down stream of the crossing. The USACE is the governmental agency charged with protecting WOUS, including wetlands. The USACE uses the Ordinary High Water Mark (OHWM) to establish a boundary line for its jurisdiction with WOUS, in accordance with 33 CFR Part 328, Section 328.3, wherein the OHWM is defined as:

> *…that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.*

Field personnel will travel to the site, determine and stake the OHWM, following the aforementioned guidance within the project limits. Upon completion of our field work, the staked OHWM will need to be documented by a Registered Professional Land Surveyor (RPLS). The RPLS services will be provided by Garver or another sub-consultant and not by Baer Engineering. The survey points for WOUS will be provided to Garver. Garver will use these points to calculate cubic yards of dredged material and fill within the WOUS.

Limitations: The habitat survey, vegetation assessment, and hydrogeologic setting review will be limited to a visual survey for obvious features and a review of available database information.

Jurisdictional boundary lines for special aquatic sites, such as wetlands, must be determined by following guidance provided in the 1987 USACE Manual, *Field Guide for Wetland Delineation*. If wetlands are identified during the initial OHWM field visit, Baer Engineering recommends budgeting an additional 6 hours per site to complete the wetland delineation.

Task 2 – Environmental Regulatory Agency Coordination

The project will require coordination with various regulatory entities including, TCEQ, TPWD, Texas Historical Commission (THC), and USACE. Baer Engineering will require a set of well-

developed design plans, typically 60 or 90% phase, to complete the reports and letters described in this task. Baer Engineering will coordinate with Garver on the design in an attempt to minimize permitting where applicable. Documents shall be sent to Garver to review before submittal to the respective agency. Baer Engineering has included one round of revisions for each submittal. Baer Engineering will prepare and submit one coordination package to each agency to cover the selected sites.

Baer Engineering will provide project coordination, as follows:

Texas Parks and Wildlife Department (TPWD) Coordination
Coordination with the TPWD is required to facilitate protection of state-listed TES and rare resources. Baer Engineering will prepare a Wildlife Habitat Assessment Program Review (WHAB) form and a project coordination letter. The WHAB form will be submitted to the TPWD with a coordination letter, which will describe the project and include project maps and photographs.

Texas Historical Commission (THC) Coordination
Coordination with the THC is required for protection of cultural resources. Baer Engineering will prepare an application to request THC's State Historical Preservation Officer (SHPO) to review the project. The letter will describe observed significant features, depth of excavation, and a general description of the project. The letter will also include project maps and photographs of the proposed project site.

The THC will respond by either:
1. Stating that no further coordination will be required; or
2. Requesting supplemental information or investigations.

Additional information or investigations to comply with THC beyond the coordination proposed herein is not included in this scope. Baer Engineering can provide these services for an additional fee.

U.S. Army Corps of Engineers (USACE) Coordination
The USACE provides coverage under their Nationwide Permit (NWP) program for some developmental work within WOUS. After reviewing the project, Baer Engineering has determined this project can likely obtain coverage under NWP 14: Linear Transportation Projects. USACE will view all the water crossings as one complete project. Certain NWPs have limitations that trigger the requirement for a PCN for permit coverage. The triggers for this NWP are provided in the following table:

Nationwide Permit	Limits	Pre-Construction Notification (PCN) Threshold
NWP 14 – Linear Transportation Projects	½ acre of Waters of the U.S. for each single and complete project	PCN required if proposed activity: • Results in the loss of WOUS that is >1/10 acre; or • Discharges in a special aquatic site, including wetlands.

If the project requires coverage under a NWP, it is required to comply with the terms and conditions of the selected NWP(s). Terms and conditions for all NWPs include coordination with state and federal agencies. Detailed explanations of the coordination requirements are listed within the terms and conditions of each NWP. If the project will require a PCN, Baer Engineering will prepare a NWP PCN application submittal form, relying on the calculations provided by Garver for cubic yards of dredged material and fill within the WOUS. The application will include a

discussion of findings and results of our field investigation and a map of delineated WOUS. If additional coordination with USACE is required beyond the PCN submittal, Baer Engineering can provide these services as additional scope item and for an additional fee.

PROJECT SCHEDULE

Baer Engineering will complete our tasks in a timely fashion following receipt of the requested information and notice to proceed. Tasks, final reports, and agency coordination will be completed when the project design has progressed to substantial completion (typically at the 90% design stage). Baer Engineering is not responsible for delays in agency response to project coordination requests.

FEE PROPOSAL

The following table summarizes the estimated budget we have prepared for the scope of services discussed herein. The total is based on estimated time and materials required to complete scoped tasks, in accordance with the attached Schedule of Fees. Baer Engineering will not exceed this budgeted amount without prior written authorization from Garver.

DESCRIPTION	PERSONNEL	RATE	UNITS	FEE
TASK 1: FIELD STUDIES AND SURVEYS FOR SIX SITES				
Habitat / Vegetation Assessment	Project Biologist	$83	12	$ 996.00
Hydrologic Setting Review	Field Geologist	$101	12	$1,212.00
OHWM	Field Scientist	$83	24	$1,992.00
Data Reduction/Analysis	Field Scientist	$83	18	$1,494.00
Photograph Log	Field Scientist	$83	6	$ 498.00
Task Management	Project Manager	$109	6	$ 654.00
			TOTAL TASK 1:	**$6,846.00**
TASK 2: ENVIRONMENTAL REGULATORY AGENCY COORDINATION				
TPWD Coordination				
Prepare WHAB Form	Project Scientist	$114	12	$1,368.00
Prepare TES Habitat Assessment	Project Scientist	$114	6	$ 684.00
Prepare Maps/Figures	GIS Specialist	$97	6	$ 582.00
Prepare Photograph Log	Project Scientist	$114	1.5	$ 171.00
Garver/County Revisions	Project Scientist	$114	1.5	$ 171.00
Quality Control	Project Scientist	$114	1.5	$ 171.00
Quality Control	Project Geologist	$126	1.5	$ 189.00
			SUB-TOTAL	**$3,336.00**
THC Coordination				
Prepare Letter	Project Scientist	$114	6	$ 684.00
Prepare Maps/Figures	GIS Specialist	$97	6	$ 582.00
Prepare Photograph Logs	Project Scientist	$114	3	$ 342.00
Garver/County Revisions	Project Scientist	$114	1.5	$ 171.00
Quality Control	Project Manager	$109	1.5	$ 163.50
Quality Control	Project Geologist	$126	1.5	$ 189.00
			SUB-TOTAL	**$2,131.50**
USACE Coordination				
Prepare PCN Application	Project Scientist	$114	18	$2,052.00
Prepare Maps/Figures	GIS Specialist	$97	6	$ 582.00
Prepare Photograph Logs	Project Scientist	$114	6	$ 684.00
Garver/County Revisions	Project Scientist	$114	1.5	$ 171.00

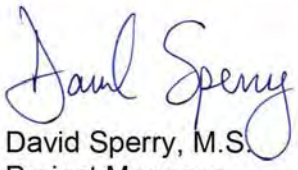
DESCRIPTION	PERSONNEL	RATE	UNITS	FEE
Quality Control	Project Scientist	$114	1.5	$ 171.00
Quality Control	Project Geologist	$126	1.5	$ 189.00
			SUB-TOTAL	**$3,849.00**
			TASK 2: TOTAL:	**$9,316.50**

TASK	DESCRIPTION	FEE TOTAL
1	Field Studies and Surveys	**$6,846.00**
2	Environmental Regulatory Agency Coordination	**$9,316.50**
	TOTAL FOR ALL SITES:	**$16,162.50**

If the proposed scope of services, project schedule, and fees meet with your approval, please provide us with a contract to review and execute. Our work product will be prepared on the behalf and for the exclusive use of Garver and its agents.

Baer Engineering appreciates the opportunity to assist Garver with these environmental services. Please contact us if you have questions regarding the proposed services, or require adjustments to our approach. I can be reached at (707) 616-8583.

Respectfully submitted,
BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.



David Sperry, M.S.
Project Manager
Wildlife/Conservation Biologist

Attachments: Fully Loaded Rates

Baer Engineering – 2016 Fully Loaded Rates

KEY PERSONNEL:	**Hourly Rate**
Project Manager	$109 / hr
Project Principal	$133 / hr
Professional Staff:	
Project Engineer	$172 / hr
Project Geologist	$126 / hr
Project Biologist	$83 / hr
Project Archeologist	$172 / hr
Project Scientist	$114 / hr
Field Engineering/EIT	$108 / hr
Field Geologist/GIT	$101 / hr
Field Biologist	$64 / hr
Field Archeologist	$61 / hr
Field Scientist	$83 / hr
Field Assistant	$71 / hr
Certified Industrial Hygienist	$180 / hr
Certified Hazardous Materials Manager	$126 / hr
Asbestos Consultant	$110 / hr
Asbestos Project Manager	$85 / hr
Asbestos Air Monitoring Technician	$85 / hr
Asbestos Inspector	$82 / hr
Lead Inspector	$82 / hr
Lead Assessor	$107 / hr
Lead Project Designer	$116 / hr
Mold Assessment Consultant	$110 / hr
Mold Technician	$68 / hr
CADD Operator	$91 / hr
GIS Specialist	$97 / hr
Administrative Staff:	
Word Processor	$59 / hr
Administrative Assistant	$55 / hr

HVJ ASSOCIATES

Houston
Austin
Dallas
San Antonio

1701 Directors Boulevard
Suite 910
Austin, TX 78744
737-222-5151
www.hvj.com

October 27, 2017

Blake W. Staton, PE, SE
Project Manager
Transportation Team
Garver
3755 S Capital of Texas Hwy #325
Austin, Texas78704

Re: Geotechnical Investigation and Pavement Design
Various Low Water Crossings
Hays County, Texas
Owner: Hays County
HVJ Proposal No. AG1710420-P

Dear Mr. Staton:

HVJ Associates is pleased to submit this scope and fee for providing a geotechnical study and pavement engineering design for the above referenced project. This letter outlines our understanding of the scope of the project and presents our approach and our fees for providing the study.

Project Background
HVJ understands that the project involves upgrading four low water crossings in Hays County, Texas including Francis Harris Ln., Grist Mill Rd., S. Turnersville Rd., and three locations on Bunton Ln.

Scope of Work
HVJ has been requested to perform a geotechnical field exploration and provide geotechnical recommendations for the pavement subgrade and foundations of the new box culvert structures and approach pavement design. The specific scope of work as summarized in your request is as follows:

- Provide one boring through existing pavement to a depth of 30 feet at each site.
- Stake borings and provide Garver with GPS coordinates of boring locations.
- Provide TCP during drilling operations.
- Provide Geotechnical report. Account for time to revise/supplement report after Garver review. Report is to address the following items:
    - Discussion concerning the potential shrink/swell behavior of on-site soils
    - Recommendations for box/bridge culverts: allowable bearing, settlement, footing subgrade preparation, and later load design parameters
    - Constructions considerations for culverts, wing walls, and head walls
    - Earthwork, dewatering, and excavation recommendations (excluding trench safety)

- Recommendations for pavement section thickness based upon traffic loading and City of Austin TCM
- Construction considerations for roadway embankment
- Discussion concerning corrosion potential of soils

For this assignment, HVJ South Central Texas – M&J, Inc. will perform the geotechnical investigation and recommendations and HVJ Associates will perform pavement design as described in this scope. A proposal from HVJ South Central Texas – M&J, Inc. is attached detailing the geotechnical scope of work and proposed fee.

HVJ Associates will prepare the pavement design according to the City of Austin Transportation Criteria Manual and procedures based on the Capital Area Pavement Engineers Council (CAPEC) co-sponsored by City of Austin. The pavement designs will consider the traffic projections as provided by Hays County and Garver. Traffic date needed include estimates of the Average Annual Daily Traffic, percent of trucks, traffic growth rates and other truck data for HVJ to use in estimating pavement design traffic in terms of 18 kip Equivalent Single Axle Wheel Loads (ESALs).

The basis of the subgrade strength for pavement design will be based on nondestructive deflection testing (NDT) with a Falling Weight Deflectometer (FWD) and the geotechnical test results. The deflection data measured by the FWD in conjunction with the subgrade materials tests will allow an estimation of the existing pavement strength (for recycling considerations) and subgrade strength for use in the design procedure.

HVJ will develop Hot Mix Asphalt Concrete (HMAC) flexible pavement design alternatives. HVJ proposes to analyze up to three base type alternatives for each of the four project locations. The design alternatives to be considered for analysis are:

- HMAC over Flexible Base
- HMAC over Cement Treated Base with Recycled Existing Materials and Additional Flexible Base as needed
- HMAC over Hot Mix Base

HVJ will submit for review by Garver and Hays County a draft pavement design report that includes the geotechnical recommendations from HVJ South Central Texas – M&J, Inc. After resolution of comments, HVJ will prepare a final engineering report. All submittals will be electronic. Additional revisions and/or supplements to the report following submittal of final report may be considered additional services.

Schedule

HVJ expects to complete this assignment in approximately four to seven weeks following receipt of a written notice to proceed and all the right of entries required to complete the field work. If weather conditions and site access permits our field activities the following is our estimated schedule:

Work Task	Estimated Schedule
Field Work (FWD testing, marking boring locations, clearing utilities, obtaining permits if necessary, coordinating and completing drilling)	1-2 weeks
Laboratory Testing	2-3 weeks
Engineering & Draft Report Preparation	1-2 weeks

Fee
Based on the scope of work outlined, the fee for HVJ services is $40,234. A breakdown for the cost estimate is included with this letter. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of the project should its duration last less than a month. Our credit terms are net 30 days.

Insurance
Insurance certificates verifying HVJ's general liability, auto, worker compensation, and errors and omissions insurance coverage, listing Garver and Hays County as a certificate holder, will be provided upon request.

Invoice
Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ credit terms are 30 days net. HVJ will include monthly progress reports with each invoice.

Conditions
Assumptions related to the geotechnical investigation are included in the HVJ South Central Texas – M&J Inc. proposal. HVJ Associates has made the following assumptions in preparing this proposal:

- The exact boring locations will depend on locations as identified by HVJ South Central Texas – M&J, Inc.
- Field survey of the boring locations and elevation is not part of HVJ scope and will be provided by Garver.
- Traffic data for pavement design according will be provided to HVJ by Hays County and Garver and will include at a minimum AADT, Percent Trucks, and estimated growth rate. If desired, HVJ can add to its scope of work traffic counts at each of the four locations to obtain ADT and percent trucks, should that data not be available.
- Number of pavement sections will not exceed the proposed level, up to three base type alternatives for each of the four project locations.

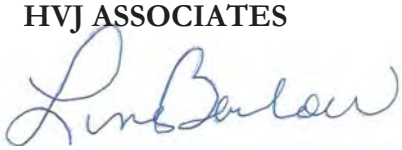
The scope of services described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. HVJ will recommend such changes when and if it is deemed necessary. No changes will be implemented without prior authorization by Garver and the owner, Hays County.

Mr. Blake Staton, PE
AG1710420-P
October 27, 2017

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. HVJ is pleased to be of service on this project. Please call us if you have any questions or require additional information.

Sincerely,

HVJ ASSOCIATES



Linda L. Barlow, PE
Sr. Project Manager

Attachments

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone No._____

Date to Start Work: _____

Estimate for Geotechnical Investigation					
Various Low Water Crossings					
Hays County, Texas					
Garver					
HVJ Project No.: AG-17-10420-P					
October 27, 2017					
Engineering Fee Estimate Breakdown					
Geotechnical Investigation and Recommendations (HVJ South Central Texas - M&J, Inc.) - *see attached proposal*					**$25,654.00**
FWD Testing and Traffic Counts					
Mobilization/Demobilization	1	@	$100.00	each	$100.00
FWD Equipment	1	@	$2,500.00	day	$2,500.00
Traffic Control	1	@	$1,200.00	day	$1,200.00
Traffic Counts for Pavement Design	0	@	$200.00	day	$0.00
				Subtotal	**$3,800.00**
Pavement Engineering					
Senior Project Manager, PE	8	hr @	$175.00	per hour	$1,400.00
Project Engineer, PE	24	hr @	$125.00	per hour	$3,000.00
Staff Engineer, EIT	44	hr @	$100.00	per hour	$4,400.00
Technician/Admin	36	hr @	$55.00	per hour	$1,980.00
				Subtotal	**$10,780.00**
				Total	**$40,234.00**

4201 Freidrich Lane, Suite 110
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512.447.9081 Ph
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www.hvj.com

October 26, 2017

Frank Carmichael, PE
Austin Branch Manager
HVJ Associates, Inc.
1701 Directors Blvd. Suite 910
Austin, Texas 78744

Re: Hays County Low Water Crossing
Geotechnical Investigation
Owner: Hays County
HVJ Proposal No. AG 17 10420

Dear Mr. Carmichael:

HVJ – South Central Texas is pleased to submit a proposal to provide a geotechnical investigation for the above referenced project. The project includes replacement of six low water crossings in Hays County. Maps showing the exact location of the existing low water crossings are attached. New box bridge culverts will be used to replace the existing culvert crossings.

Scope of Work
HVJ understands that the geotechnical scope of work for this project is to perform a geotechnical investigation to characterize the upper 30 feet of the subsurface at each location and give geotechnical recommendations for the improvements. Geotechnical recommendations will include:

- Characterizing subsurface soil/rock strata including groundwater
- Providing recommendations for box bridge culverts including allowable bearing capacity, potential shrink/swell and settlement, footing subgrade preparation, and lateral earth pressures.
- Construction considerations for box culverts, embankments, and dewatering
- Assess corrosion potential of soils

HVJ proposes to drill 6 borings at each low water crossing, each to 30 feet deep with a truck mounted drilling rig. Borings will be drilled on pavement so that the existing pavement section can be measured. Soil samples will be obtained using Shelby tubes and/or split-spoon samplers. The field testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. Competent rock (if encountered) will be sampled with an NX core size and percent recovery and Rock Quality Designation (RQD) will be reported on the boring logs. HVJ will provide GPS locations of the borings utilizing a handheld GPS unit accurate to less than 10 feet. Upon completion, boreholes will be properly backfilled with soil cuttings and bentonite pellets. Asphalt cold patch will be used to patch the roadway.

HVJ will perform appropriate laboratory tests on soil samples recovered from the borings including moisture content, Atterberg limits, percent passing the No. 200 sieve, unconfined compressive strength, pH-lime series, sulfate, swell, and resistivity tests to develop a thorough understanding of the subsurface conditions relevant to the design and construction of the proposed box bridge culverts. All lab testing will be performed in accordance to ASTM and TxDOT standards.

Deliverables
The results of the investigation will be presented in a detail Geotechnical Investigation Report. The following items will be included in the report:

1) Description and Scope of the Project
2) Field Investigation Summary
3) Laboratory Testing Program
4) Subsurface Characterization
5) Design Recommendations for Box Bridge Culverts
6) Construction Recommendations for Box Bridge Culverts, Embankment, Excavations, and Dewatering
7) Vicinity Map
8) Geology Map of the Project Site
9) Plan of Borings
10) Boring logs
11) Laboratory test results summary

The reports of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available design, boring and laboratory data.

Assumptions
Following assumptions were made in developing the scope and fee estimate for this project:

- No site clearance will be required to access the borehole locations.
- HVJ will be responsible for avoiding conflicts with utilities by contacting the One Texas calling facility.
- A full road closure is budgeted for the three locations on FM 151. At all other locations, a single lane closure with flaggers is planned.
- Professional survey of boring locations will be done by others, if required.
- HVJ Associates, Inc will provide traffic control plans including signed and sealed detour plans, as necessary for the field investigation.
- Retaining walls and slope stability are not part of the scope of this project, and will be considered additional services.

Fee
Based on the scope of work outlined, the not to exceed fee for geotechnical services will be **$25,654.00**. A cost breakdown is attached to this proposal. If anomalous soil conditions are encountered, or if the

project configuration changes significantly, additional work may be required. HVJ will recommend such additional work when and if it is deemed necessary.

Schedule
HVJ propose to start fieldwork two weeks after receiving a written notice to proceed and expect to schedule and complete fieldwork within a week. Any delays such as inclement weather will be communicated to Garver and may alter the fieldwork project schedule. Laboratory testing, evaluation of test results, engineering analyses and draft report preparation will take approximately four weeks after completion of fieldwork. HVJ will finalize the report within 1 week of receiving comments.

Sample Retainage
Soil samples will be retained in the climate controlled storage facility for a period of 30 days following the final report, and at that time Garver may extend the storage time if necessary for an additional fee.

Invoices
Charges on the project will be invoiced monthly and terms are net 30 days. If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us.

Sincerely,

HVJ South Central Texas □ M&J, Inc.

Zach Lootens, P.E.

Project Manager

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Date to Start Work: _____

Geotechnical Investigation				
Hays County Low Water Crossing				
Garver USA				
HVJ Proposal No. AG 17 10420				
Field Investigation - Geotechnical Drilling				
Mobilization/Demobilization	1	$400.00	each	$400.00
Undisturbed sample boring w/3" Shelby tube	150	$22.50	linear foot	$3,375.00
Standard Penetration Test	12	$22.50	each	$270.00
Rock Coring	30	$27.00	linear foot	$810.00
Grout/Bentonite Pellet Backfill	180	$5.00	linear foot	$900.00
Traffic Control	3	$1,200.00	each	$3,600.00
Driller Standby Fee	5	$170.00	each	$850.00
Support Truck	2	$120.00	each	$240.00
Vehicle Trips	4	$75.00	each	$300.00
			Sub-Total	**$10,745.00**
Laboratory Testing				
Moisture Content	18	$18.00	each	$324.00
Atterberg Limits	18	$75.00	each	$1,350.00
Percent Passing No. 200 Sieve	18	$40.00	each	$720.00
Particle Size Analysis in Soils	6	$70.00	each	$420.00
Unconfined Compressive Strength Test (soil)	8	$65.00	each	$520.00
Unconfined Compressive Strength Test (rock)	4	$75.00	each	$300.00
Sulfate Testing	4	$75.00	each	$300.00
Soil PH Testing	4	$200.00	each	$800.00
One Dimentional Swell, Method C	4	$240.00	each	$960.00
Soil Resistivity	4	$95.00	each	$380.00
			Sub-Total	**$6,074.00**
Engineering Labor - Geotechnical				
Senior Project Manager	5	$175.00	hour	$875.00
Project Engineer	18	$125.00	hour	$2,250.00
Staff Engineer	56	$100.00	hour	$5,600.00
Technician/Admin	2	$55.00	hour	$110.00
			Sub-Total	**$8,835.00**
			Total Estimate	**$25,654.00**

RIGHT OF WAY SERVICES SCOPE

GarverUSA – Low Water Crossings in Hays County
Services to be Provided by LAN ROW Services

1.0 **SERVICE REQUIREMENTS OF LAN:** Services shall include, but are not limited to the following activities:

1.1 Project Administration

1.1.1 Communication

1.1.1.1 Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting or with an increased frequency as required by Client.

1.1.1.2 Maintain current status reports of all parcel and project activities and provide monthly to Client.

1.1.1.3 Provide schedule of all areas of work indicating anticipated start and end dates.

1.1.1.4 Participate in project review meetings at dates and times determined by Client.

1.1.2 File Management

1.1.2.1 Primary project and parcel files will be kept in LAN's office. Electronic and paper copies of key documents will be provided to the Client upon completion of the acquisitions.

1.1.2.2 Prepare invoices utilizing pre-approved payment submissions forms with supporting documentation.

1.1.2.3 Maintain records of all payment amounts.

1.1.2.4 Maintain copies of all correspondence and contacts with property owners.

1.2 Title Services

1.2.1 Secure preliminary title commitment or preliminary title search, and five-year sales data from the Title Company that will be providing title insurance.

1.2.2 Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions.

1.2.3 Secure title insurance for all parcels acquired, insuring acceptable title to Hays County. Written approval by client required for any exception. Cost of title insurance is paid by Hays County and is not included in this scope of work or fee schedule.

1.2.4 The cost of all curative work necessary to provide clear title to Hays County is the responsibility of LAN and is included in the negotiated fee schedule for this service.

1.3 Initial Appraisal

1.3.1 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.

1.3.2 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

1.3.3 Prepare complete appraisal report for each parcel to be acquired in narrative form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.

1.3.4 As necessary, prepare written notification to client of any known environmental concerns associated with the ROW to be acquired, which could require environmental re-mediation or warrant further investigation. Environmental site assessments are not included in this scope of services.

Right of Way Services Fee Schedule

Based on (estimated) 19 Parcels

Task	PM ($220/hr)	ROW Attorney ($185/hr)	SR Agent ($145/hr)	Agent ($125/hr)	ROW Technician /Admin ($75/hr)	Total Hours
Project Management and Coordination	35	-	35	30	105	
Negotiation, Title Curative and Closing Services	70	8	225	205	40	
Condemnation	10	2	20		20	
Project Close-out & Archive	-	-	-	-	35	
SUB TOTALS (hrs)	115	10	280	235	200	840
SUB TOTALS ($)	**$25,300**	**$1,850**	**$40,600**	**$29,375**	**$15,000**	**$112,125**

Expenses		**Unit**	**Rate**	**Total**
Appraisal:	Vacant Land	**19**	**$3,500.00**	**$66,500.00**
Mileage:		2100	**$0.535**	**$1,123.50**
Misc:	Postage/Courier			**$550.00**
	Lien Release			**$1,500.00**
	Copies, recording fees, etc…			**$550.00**
SUB TOTALS				**$70,223.50**

TOTAL (not to exceed) **$182,349**

Fee schedule is based on a maximum of 19 parcels to be appraised.
Any additional parcels and/or a change in the mix of appraisal type will require a supplement.

1.3.5 All completed appraisals will be administratively reviewed and approved by Hays County.

1.4 Negotiation Services

1.4.1 Analyze appraisal reports and confirm Hays County approved value prior to making offer for each parcel.

1.4.2 Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

1.4.3 Draft Standard instruments of conveyance, releases, affidavits, etc. for use. Final approval of format will be provided by client.

1.4.4 Provide property owners with Notice of Intent to acquire letters and Landowner's Bill of Rights sent to address for owner indicated by County Tax Office.

1.4.5 Prepare initial offer letter and mail with appraisal(s) and notices to owner, by certified mail, return receipt requested (CMRRR),

1.4.6 Contact each property owner or owner's designated representative, present the written offer in person where practical, and deliver appraisal report and required notices.

1.4.7 Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

1.4.8 Respond to property owner inquiries verbally and/or in writing within two business days.

1.4.9 Prepare a separate negotiator contact report per landowner/representative contact, for each parcel.

1.4.10 Maintain parcel files of original documentation related to the purchase of the real property or property interests.

1.4.11 Transmit to Client/Hays County any written counter offer from property owners including supporting documentation, and LAN recommendation with regard to counter offer.

1.4.12 Prepare final offer letter, documents of conveyance as necessary and mail by CMRRR.

1.5 Closing Services

1.5.1 Coordinate with Title Company and landowners/lenders to obtain release of liens. This includes the preparation of partial release of lien or subordination/consent of lienholder form as required to clear title. Pay the necessary application fees required by lenders as a pass-through expense to Client.

1.5.2 Coordinate with Title Company to obtain an updated title commitment along with the HUD settlement statement. All closing costs, except for taxes and landowner legal fees are to be paid by Hays County. Prepare and transmit a check request, including the HUD Settlement Statement for processing by Hays County.

1.5.3 Assist Title Company in scheduling closings and deliver closing documents, including check, to Title Company. Attend closings and provide closing services in conjunction with Title Company.

1.6 Condemnation Support Services

1.6.1 Upon issuance of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

1.6.2 Prepare and submit a condemnation request packet including copies of the following documents: title commitment; negotiator's reports; appraisal; signed and sealed property description and plat; final offer letter; any correspondence from the property owner or representative. Submit packet to County Attorney / designee.

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 selection of LJA Engineering, Inc. for Final PS&E Engineering Services on the Dacy Lane project; and authorize staff to negotiate scope, fee, and contract for consideration by Commissioners Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	JONES

SUMMARY

7 Firms responded to the RFQ for final PS&E Engineering Services. 4 firms were selected from those Statements of Qualifications for interview. After interview by a 6-person panel of County representatives, LJA has been selected for recommendation to Court for this work.

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 purchase of a replacement 3.5-Ton Seer Split Heating and Cooling System and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$4,143

LINE ITEM NUMBER

001-716-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	WHISENANT	N/A

SUMMARY

The Transfer Stations Driftwood Road Yard is in need of a replacement heating and cooling system. The current unit is over 20 years old and has had multiple repairs. SI Mechanical is currently the vendor under contract for all county HVAC issues and has recommended replacement of unit due to its age. Additionally, the current unit is now obsolete which makes it difficult to secure parts for repairs and maintenance issues. Funds within the building maintenance and repair have been identified to fund this request.

Budget Amendment:
Decrease Building Maintenance and Repair 001-695-00.5451
Increase Transfer Station Misc. Equipment_Operating 001-716-00.5719_400

Attachment: SI Mechanical Quote

QUOTE NO.

61

S I Mechanical, LLC
PO Box 1617
Manchaca, TX 78652
(512)593-6001

TO: HAYS COUNTY
COUNTY AUDITOR
712 S STAGECOACH TRL # 1071
San Marcos, TX 78666

SITE: HAYS CO - Driftwood Road Dept

QUOTE DATE	VALID THRU	FOR	PAGE
2/6/2018	5/15/2018	Driftwood New Unit	1

Furnish labor & materials to demo old split system unit and replace it with new Goodman Split System.
Tie into existing line sets and under floor duct.
Flush existing lines and for new refrigerant.
Replace drain pan, and use existing drain line.
Use existing condenser pad.

5 year manufacturers warranty / if registered, a 10 year warranty is available by manufacturer

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED	
	1	3.5 Ton 14 Seer Split System	1,975.55	1,975.55	*
RECLAIM MED	1	RECOVERY	75.00	75.00	*
	1	R-11 FLUSH	55.00	55.00	*
	1	T-STAT	105.00	105.00	*
VACUUM	1	VACUUM CHARGE	25.00	25.00	*
	1	MISC MATERIALS & CONSUMABLES	125.00	125.00	*
	1	DRAIN PAN	42.00	42.00	*
LAB RT-J	12.00	REGULAR TIME - JOURNEYMAN	85.00	1,020.00	*
LAB RT-A	12.00	REGULAR TIME - APPRENTICE	60.00	720.00	*

* means item is non-taxable

TOTAL AMOUNT **4,142.55**

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

Accept the Racial Profiling Report for Constable Precinct 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Michael Torres	JONES	N/A

SUMMARY

(see attached report)

MICHAEL TORRES

HAYS COUNTY CONSTABLE, PRECINCT TWO

February 15, 2018

TO: Hays County Commissioner's Court

FROM: Michael Torres, Constable, Pct. 2

SUBJECT: 2017 Racial Profiling Report

Attached you will find a copy of the Hays County Constable, Pct. 2 Racial Profiling Report that was filed with TCOLE as required. This report is being submitted to Commissioner's Court as required for your approval.

Our office filed the "Tier Two" report based on the fact that not all vehicles in this department are currently fully equipped with cameras. Hays County Constable, Pct. 2 has adopted a detailed written policy on racial profiling.

During the calendar year of 2017, this department made 253 traffic stops. Of the 253 stops, 53 individuals were either given a written warning or a citation. On 3 of the individuals, the stop resulted in an arrest. The remaining individuals, 197, were given a verbal warning only regarding their infractions and were allowed to leave.

Should any of you have any questions regarding my report, please feel free to contact me.

P.O. BOX 728 * KYLE, TEXAS 78640
EMAIL ADDRESS michael.torres@co.hays.tx.us * Phone (512) 878-6690

Racial Profiling Report | Tier two

Agency Name:	Hays County Constable, Pct. 2"
Reporting Date:	01/18/2018
TCOLE Agency Number:	209102
Chief Administrator:	Michael Torres, Constable
Agency Contact Information:	
Phone:	5128786690
Email:	N/A
Mailing Address:	P.O. Box 728 Kyle Texas 78640

This Agency filed a full report because:
Our agency has no motor vehicle or audio equipment.

Certification to This Report 2.132 (Tier 2), Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Hays County Constable, Pct. 2" has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the Hays County Constable, Pct. 2" from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the Hays County Constable, Pct. 2" if the individual believes that a peace officer employed by the Hays County Constable, Pct. 2" has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the Hays County Constable, Pct. 2" who, after an investigation, is shown to have engaged in racial profiling in violation of the Hays County Constable, Pct. 2"'s policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Michael Torres, Constable

Chief Administrator

Hays County Constable, Pct. 2`

Date: 01/18/2018

Hays County Constable, Pct. 2" Motor Vehicle Racial Profiling Information

Total stops: 56

Gender

Female: 28
Male: 28

Race or ethnicity

African: 5
Asian: 0
Caucasian: 18
Hispanic: 33
Middle eastern: 0
Native american: 0

Was race or ethnicity known prior to stop?

Yes: 0
No: 56

Reason for stop?

Violation of law: 0
Pre existing knowledge: 0
Moving traffic violation: 56
Vehicile traffic violation: 0

Was a search conducted?

Yes: 5
No: 51

Reason for Search?

Consent: 0
Contraband: 0
Probable cause: 1
Inventory: 4
Incident to arrest: 0

Was Contraband discovered?

Yes: 1
No: 4

Description of contraband

Drugs: 1
Currency: 0
Weapons: 0
Alchohol: 0
Stolen property: 0
Other: 0

Stop resulted in arrest

Yes: 3
No: 53

Arrest based on

Violation of Penal Code: 2
Violation of Traffic Law: 0
Violation of City Ordinance: 0
Outstanding Warrant 1

Street address or approximate location of the stop

City street: 45
US highway: 11
County road: 0
Private property or other: 0

Written warning or a citation as a result of the stop

Yes: 53
No: 3

Submitted electronically to the

The Texas Commission on Law Enforcement

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

Accept a Fee Schedule for the Juvenile Probation Office related to GED Testing Fees.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	N/A

LINE ITEM NUMBER

001-686-00.4401_686

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shelly Williams	COBB	N/A

SUMMARY

On May 9, 2017 the Commissioner's Court recognized the Juvenile Probation Department as an approved GED testing site to administer the HiSET GED test through the Education Testing Service. The attached fee schedule outlines the costs associated with the testing to be billed to other County entities that have juveniles residing at the Hays County Juvenile Detention Center. The Juvenile Probation Department is the administrator of the GED program and will collect all associated fees to be deposited into the general fund.

Attachment: GED Testing Fee Schedule

Hays County Juvenile Probation Department

GED FEE SCHEDULE:

Computer based test

Each test $10 x 5 test = $50

Retest Policy

Two additional attempts for each – No cost
After two, initial fee must be paid again.

TEA State Fee

$5.00 per test taker, per test date = $25

Total fee must be paid for at the testing site (HCJC), no refund if GED is not completed.

TOTAL = $75 per test taker to complete GED testing

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel for the Executive Director of Countywide Operations for the Association of State Floodplain Managers Annual National Conference in Phoenix, Arizona. The travel dates will be from June 17th through June 21st of 2018.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

The Association of State Floodplain Managers is the world's largest and most comprehensive floodplain management conference. The workshops provided will offer a variety of topics that will further strengthen the administration of the county's floodplain management program.

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 purchase of a replacement fire panel and smoke detectors at the Courthouse and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	$6,115

LINE ITEM NUMBER

001-695-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

The fire panel located at the Courthouse is at the end of its useful life and needs to be replaced. In addition, the replacement panel will no longer be able to communicate with the existing smoke detectors; therefore all detectors (23 units) will be replaced as well. Funds are available in the Maintenance and Repair budget to cover to cost of the smoke detectors, but will be amended to cover the cost of the fire panel replacement (controlled asset).

Budget Amendment:
Decrease Building Maint & Repair .5451 - ($3,819)
Increase Misc Eqpt_Operating .5719_400 - $3,819 (fire panel)

KOETTER FIRE PROTECTION
OF AUSTIN, L.L.C.
"ALL YOU NEED TO KNOW ABOUT FIRE PROTECTION"

From

Koetter Fire Protection of Austin, LLC

16069 Central Commerce Drive
Pflugerville TX 78660
5122517888

Quote No.	**0419202**
Type	Repair
Prepared By	Austin McComas
Inoperable	*A system is inoperable and will need to be repaired*
Created On	01/02/2018
Valid Until	02/01/2018

Quote For

Hays County Auditors Office

Hays County Historic Courthouse
111 East San Antonio Street
San Marcos TX 78666
(512) 393-7779

Description of Work

Panel Replacement at Hays County Courthouse

Services to be completed

[Alarm Systems] Location - Building

Replace existing alarm panel, 23 smoke Detectors, and 2 duct detectors. Add Annunciator panel.

Price does not include unforeseen issues with existing wiring.

Parts, labor, and fees	Quantity	Unit Price	Total
Fire Alarm Panel (Notifier SFP-10UD)	1	$1,332.00	$1,332.00
New Annuciator Panel (Notifier N-A-NN-80)	1	$334.00	$334.00
23 Smoke Detectors (System Sesnor 2WB)	23	$25.50	$586.50
Notifier (D4120 Duct Detectors)	1	$442.50	$442.50
Labor	1	$3,420.00	$3,420.00
		GRAND TOTAL	**$6,115.00**

Terms and Conditions

TERMS:

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty

(30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

2. Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3. Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

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 General Counsel to execute an Engagement Letter with the Law Office of Stephen C. Dickman for legal services associated with revisions to development regulations, Takings Impact Assessments, and related work.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	Varied - As Needed

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Mr. Dickman has provided these services to Hays County in the past. Since the last time the County engaged his services, he left his firm and opened his own law office. The attached Engagement Letter proposes to replace the former one.

LAW OFFICE OF STEPHEN C. DICKMAN

6005 Upvalley Run
Austin, Texas 78731
Tel: 512-922-7137
Fax: 512-454-8495
Email: sdickmanlaw@att.net
Website: https://www.sdickmanlaw.com

February 21, 2018

Mr. Mark D. Kennedy
General Counsel - Hays County
111 E. San Antonio St., Room 202
San Marcos, Texas 78666

Re: Agreement for Legal Services

Dear Mr. Kennedy:

I am pleased that Hays County has asked me to provide legal services concerning revisions to the Hays County development regulations. This letter will confirm my engagement and will describe the basis on which I will provide legal services. If you have any questions about these provisions, please do not hesitate to contact me.

1. *Client; Scope of Representation.* My client in this matter will be Hays County ("the Client" or "you"). I will be engaged to provide legal services in connection with Hays County's revisions to its development regulations, including preparation of a Takings Impact Assessment, as well as related issues. You may limit or expand the scope of my representation from time to time, provided that any substantial change in the scope of my representation must be agreed to by me.

2. *Term of Engagement.* Either the Client or I may terminate this engagement at any time for any reason by written notice, subject on my part to applicable rules of professional conduct. In the event that we terminate the engagement, I will take such steps as are reasonably practicable to protect the Client's interests in the above matter.

Unless previously terminated, my representation of the Client will terminate upon my sending you my final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to me which is retained by me will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. My own work files pertaining to the matter will be retained by me. These work files include, for example, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and my "attorney work product". Attorney work product encompasses material prepared by or for the internal use of lawyers, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports subject to my law office records retention policy. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to destroy or otherwise dispose

of any such documents or other materials retained by me within a reasonable time period after the termination of this engagement.

You are engaging me to provide legal services in connection with the specific matter described above. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage me after completion of this matter to provide additional advice on issues arising from this matter, I will have no continuing obligation to advise you with respect to future legal developments.

3. *Fees and Expenses.* My fees will be based primarily on my time spent on the matter charged at my billing rate. My billing rate for this case will be $250 per hour. Travel time in which no work is being done is billed at travel expense plus $50 per hour. Work done by my legal assistant(s) is billed at $50 per hour. These billing rates are subject to change from time to time, but I will notify you at least three months in advance of any change in these rates. Other factors may be taken into consideration in determining my fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by the Client, the benefit resulting to the Client, and any unforeseen circumstances arising in the course of my representation.

I will include on my invoice statements separate charges for performing services such as large photocopying jobs, messenger and delivery service, travel, long-distance telephone, and search and filing fees. I do not charge clients for faxes, internal copy jobs of fewer than 25 copies, Westlaw research, secretarial overtime or supplies. With each invoice, I will provide detailed information concerning the time expended by me and any legal assistants in connection with the work covered by the invoice. At your request, I can also provide the detailed information maintained in my accounting database about each invoiced item. For this engagement, I will not engage other professional consultants unless needed to carry out this engagement and approved by you in advance.

Invoice statements normally will be rendered monthly for work performed and expenses recorded during the previous calendar month. Payment is due promptly upon receipt of my invoice. If any invoice remains unpaid for more than 60 days, I may suspend performing services for the Client until arrangements have been made for payment of outstanding invoices and the payment of future fees and expenses.

The fees and costs relating to this matter are not predictable. Accordingly, I have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of my fees and costs is in no way contingent on the ultimate outcome of the matter.

4. *Client Responsibilities.* You agree to cooperate fully with me and to provide promptly all information known or available to you relevant to my representation. You also agree to pay my statements for services and expenses in accordance with paragraph 3 above.

5. *Conflicts.* You should be aware that I may represent various other companies, cities, districts, and individuals. It is possible that during the time that I am performing legal services for the Client, some of my present or future clients might have disputes or transactions with the Client. You agree that I may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to my work for the Client even if the interests of such other clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of my legal services for the Client, I have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

I trust that these terms are satisfactory and agreeable to you. If so, please so indicate by having an authorized representative of Hays County sign in the space provided below and return it to me (a scanned copy E-mailed to me is sufficient). Once again, I am pleased to have this opportunity to work with you and, as always, I will endeavor to provide high quality and efficient legal services. Please call me if you have any questions or comments about this engagement letter or otherwise during the course of my representation.

Very truly yours,

Stephen C. Dickman
State Bar License No. 05836500

Agreed and Accepted:

Hays County

By: _____ Date: _____

Title: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the execution of a contract amendment with Humana related to 2017 Plan Amendments to the County Health & Dental Benefit Plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	N/A

LINE ITEM NUMBER

Fund 003

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Changes to Original Plan included:

I. Additional Administrative Services - removed
II. Clinical Program Services - amended Exhibit C
III. Schedule of Fees - amended - includes processing run-out claims Exhibit F (estimated financial impact $138k)
IV. Private Health Information - amended Exhibit G
V. Pharmacy Management - amended Exhibit H
VI. Humana Vitality Program - removed
VII. Humana Wellness Solutions Services - added Exhibit J

Attachment: Humana 2017 Plan Amendments

AMENDMENT TO PLAN MANAGEMENT AGREEMENT

The Plan Management Agreement between **Humana Health Plan, Inc.** and **HumanaDental Insurance Company** ("Plan Manager"), and **County of Hays** ("Client") effective on January 1, 2010 (the "Agreement") is hereby amended, in accordance with Article 16.7 of the Agreement and for good and valuable consideration, in the following particulars:

I. Article VII, Additional Administrative Services, 7.13 has been deleted in its entirety.

The Agreement is amended as provided above effective as of January 1, 2017.

II. A new Exhibit C – Clinical Program Services - is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit C". This new Exhibit C shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2017.

III. A new Exhibit F – Schedule of Fees - is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit F". This new Exhibit F shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2017.

IV. A new Exhibit G – Persons Authorized to Receive Private Health Information – is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit G". This new Exhibit G shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2017.

V. Exhibit H, Pharmacy Management, H6.1 has been deleted in its entirety and replaced with the following:

H6.1

REBATES **(These have been converted into a "per employee per month" (PEPM) credit and are included in the administration fees referenced above.)**		
Rebate Basis	**Retail Pharmacy**	**Mail Service Pharmacy**
Per Paid Claim	$3.25	$9.75

The Agreement is amended as provided above effective as of January 1, 2017.

VI. Exhibit I – Humana Vitality Program has been deleted in its entirety.

The Agreement is amended as provided above effective as of January 1, 2017.

VII. Exhibit J – Humana Wellness Solutions Services – is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit J".

The Agreement is amended as provided above effective as of January 1, 2017.

IN WITNESS WHEREOF, the Plan Manager and the Client have executed this Amendment on 06/02, 2017.

COUNTY OF HAYS, TEXAS
San Marcos, Texas

BY: _____

TITLE: Hays County Judge

HUMANA HEALTH PLAN, INC.
Louisville, Kentucky and
HUMANADENTAL INSURANCE COMPANY
Green Bay, Wisconsin

(By) _____
Tami Quiram
Segment Vice President and President,
Large and Small Group

EXHIBIT C

Clinical Program Services

These Clinical Program services are performed by the Plan Manager in connection with Plan provisions aimed at monitoring quality, containing costs, and promoting efficient delivery of Covered Services (see below) in appropriate settings.

In all circumstances, the Client understands and agrees that these services are performed solely for the purpose of implementing Plan provisions and assisting in utilization management decision making which results in the delivery of appropriate levels of Plan benefits. The assistance provided through these services does not constitute the practice of medicine.

None of the Clinical Program services performed by the Plan Manager under this Agreement constitute a claims review determination or a guarantee of coverage or benefits eligibility. Benefits eligibility will be determined in the normal course of claims processing.

DEFINITIONS

C1.1 "Covered Services" mean health care services or supplies to which a health care coverage provision of the Plan might apply.

C1.2 "Emergency" care means Covered Services received by a Participant related to an emergency medical condition provided by the emergency department of the hospital for purposes of a screening examination and treatment needed to stabilize a patient. An emergency medical condition means a condition that the average prudent person could reasonably expect to result in the following without immediate medical attention:

- A condition that places the health of the individual in serious jeopardy; or
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

C1.3 "Health Care Provider" means any physician, practitioner, hospital, facility, laboratory, or any other provider of health care services or supplies which are Covered Services under the terms of the Plan.

C1.4 Clinical Program services are performed employing processes generally described as follows. These concepts may be described similarly by the terms of the Plan, differing only with respect to terminology.

(a) "Utilization Review" means the process of assessing the appropriateness, utility, or necessity of hospital admissions, surgical procedures, outpatient care, and other health care services as required under the provisions of the Plan. Utilization Review includes:

(1) "Preauthorization", which is the process of assessing the appropriateness, utility, or necessity of proposed non-emergency hospital admissions, surgical procedures, outpatient care, and other health care services.

(2) "Concurrent Review", which is the process of assessing the continuing appropriateness, utility, or necessity of additional days of hospital confinement, outpatient care, and other health care services.

(b) "Retrospective Review" means the process of assessing after the fact the appropriateness, utility, or necessity of hospital admissions, additional days of hospital confinement, surgical procedures, outpatient care, and other health care services, as required under the provisions of the Plan.

(c) "Case Management", components work to support the Participant through the hospitalization or procedure, along with discharge assistance and follow up after discharge to reduce the risk of readmission.

(d) "Transplant Management" means hands-on support to Participants in need of organ and tissue transplants. The Transplant Management Team guides Participants to the Plan Manager's National Transplant Network (NTN), designed to control costs and deliver a superior transplant experience. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient's progress from initial referral through treatment and recovery.

CLINICAL PROGRAM SERVICES

C2.1 Preauthorization, Concurrent Review, and Retrospective Review will be performed by the Plan Manager, or a consulting health care professional engaged by the Plan Manager, which may use criteria and protocols developed with input from health care experts.

C2.2 The Plan Manager will provide or arrange for the provision of Preauthorization services, under applicable Plan provisions.

(a) In the event that a proposed treatment cannot be Preauthorized:

(1) The Plan Manager, the person requesting Preauthorization, and the attending Health Care Provider may, if sufficient information is provided, discuss possible treatment alternatives available under the Plan which might be Preauthorized.

(2) In the event that the attending Health Care Provider chooses not to select possible treatment alternatives which might be Preauthorized or otherwise wishes to pursue Preauthorization of the proposed treatment as originally proposed, the Preauthorization process will proceed to resolution on the basis of available information.

(b) Preauthorization will be completed within the time periods prescribed in the Plan, or if there are none, within a reasonable time after a request is made.

C2.3 During the Preauthorization and Concurrent Review processes, each hospital admission is evaluated for discharge planning needs, home health care and Case Management potential, as appropriate.

C2.4 The Plan Manager will provide or arrange for the provision of Concurrent Review services, under applicable Plan provisions.

C2.5 The Plan Manager will provide or arrange for the provision of Retrospective Review services, under applicable Plan provisions.

(a) For Emergency inpatient admissions, Retrospective Review services will not be performed unless they are requested within the earlier of:

(1) The period of time following admission specified in the Plan; or

(2) If no time is specified in the Plan, 48 hours following admission.

(b) When required notification is not provided so that Preauthorization is not performed, Retrospective Review services will be performed only if specifically required by the Plan.

C2.6 Notices of the results of the Preauthorization, Concurrent Review, and Retrospective Review processes, provided in accordance with the provisions of the Plan, will include information about the Plan Manager's standard procedures for having those results reconsidered. Results of these processes do not constitute claims determinations, and reconsideration of these results does not constitute an appeal of a disputed claim.

C2.7 The Plan Manager will provide or arrange for the provision of Case Management services under applicable Plan provisions.

C2.8 The Plan Manager will provide or arrange for the provision of Transplant Management services under applicable Plan provisions.

C2.9 The Plan Manager will provide or arrange for the provision of the following additional services, under applicable Plan provisions.

(a) **HumanaFirst® Nurse Advice Line:** A toll-free, 24-hour medical information line, staffed by registered nurses who are available to answer health-related questions and help Participants decide where to best seek treatment. HumanaFirst® offers two lines to support Participant needs, including a line for immediate medical concerns and another for health planning and support.

(b) **HumanaBeginnings®:** The HumanaBeginnings® program educates and guides expectant mothers to make the best choices to achieve a healthy pregnancy and, ultimately, a healthy baby. Participants are offered guidance by telephone from the time the Plan Manager is notified of the pregnancy. Participation is not limited to those Participants with high-risk pregnancies – it is designed as a resource for all expectant mothers covered under the Plan.

(c) **Neonatal Intensive Care Unit (NICU) Management:** Specially trained case managers promote the highest standards of care for NICU infants and work with Participants throughout the NICU stay to help them prepare for a smooth transition home and continue to work with the Participant's family as needed to provide support and guidance for the first year.

(d) **Humana Health Alerts - Gaps in Care:** The Plan Manager's clinical rules engine leverages expert medical opinions to identify gaps in care that address potential medical errors and instances of sub-optimal medical treatment. The established clinical rules compare a patients' pharmacy, laboratory and claims data to industry standard Quality of Care guidelines in order to identify patients at risk of highly specific patient-centric problems. Examples include: a misdiagnosis, a flawed surgical treatment or medical management, and lack of follow-up care or preventive treatment. In addition, a variety of preventive and pharmacy rules are included such as drug-to-drug interactions and drug-to-disease interactions. When gaps in care, drug to drug interaction, drug to disease interaction or a preventive reminder is identified, an alert and a message, if appropriate, are generated to communicate the findings through physician and member messaging.

(e) **Humana Health Alerts - Preventive Reminders**, proactive, targeted campaigns that deliver messages to Participants of primary prevention care. Messages are delivered in a variety of methods including telephone calls (live and voice activated), mail, text message or emails. Topics include mammography screenings, vaccinations, immunizations and more.

(f) **Chronic Condition Management** programs support the physician/patient relationship and care plan, emphasize education, promote self-management, evaluate outcomes to improve Participant overall health and offer nurse support.

Chronic Condition Management provides support for Participants with chronic conditions, focusing on the unique individual, not simply on a single disease. The Plan Manger's approach is to provide various levels of support, matching intensity of support to the needs of Participants with ongoing health challenges. Levels of support include the Personal Nurse® service, in some cases, referrals for onsite visits, complex chronic condition management, for higher acuity Participants, and focused End-Stage Renal Disease (ESRD) Management program.

Personal Nurse® serves as the primary program for a Participant with chronic issues, and provides support for all conditions. Personal Nurse supports Participants with long-term, ongoing health needs and/or any chronic condition. Personal Nurses offer Participants dealing with a condition or illness, following treatment plans, or needing continued guidance in reaching their long-term health goals, the opportunity to develop a long-term partnership with an experienced registered nurse.

(g) **Humana Behavioral Health Care Management**: Humana Behavioral Health's Care Management program is designed to assist Participants in regaining optimum health or improved functional capability in the right setting and in a cost-effective manner. Care management models involve a comprehensive assessment of the Participant's condition, determination of available benefits and resources, and development and implementation of a Care Management plan with performance goals, monitoring and follow up.

(h) ***My*Humana**, a personal, password-protected home page located at www.humana.com. Participants can log-in anytime to find a participating provider, look up benefits or check the status of a claim. Additional features include: prescription drug information, information on specific health conditions, financial tools to help with budgeting for health care and more. The *My*Humana mobile app allows Participants quick access to important information using their mobile device, including member ID card detail information and an urgent care finder.

(i) **Humana Health Assessment** a confidential, online health survey located at *My*Humana.com. Upon completion of the assessment, Participants will receive an individualized health score with detailed feedback about their healthy habits and ways they can improve their health. Responses may also result in a referral to another internal Health Resources program.

(j) **Humana Focus eNewsletter** is an electronic package that the Employer will receive each month with a dedicated focus on a wellness topic.

(k) **Transition of Care:** Changing health care plans can be stressful, especially for those who are going through intense medical treatment, such as chemotherapy. The transition of care process helps Participant's make a smooth transition to Humana from their current health care plan with the least amount of disruption to his/her care.

(l) **Continuity of Care:** If a provider ceases being a participating provider, Participants may be able to continue treatment with the same provider for up to 90 calendar days if they are undergoing active treatment for a chronic or acute medical condition after the provider's termination with the participating provider's network. For pregnancy, if the Participant is in the 2nd or 3rd trimester, continuity of care is available through a six week postpartum period. Continuity of care is available only if the provider continues to practice in the geographical area of the network and the termination of the participating provider's contract was not due to misconduct on the part of the provider.

(m) **Employee Assistance Program (EAP)** provides confidential, personal assistance to employees and their family members to address personal and work-life issues. The EAP also provides employers consultative services to effectively manage performance challenges.

Participant support includes:

1. Face-to-face counseling sessions with an EAP counselor, up to 3 sessions per issue per year.
2. Unlimited telephone assistance, 24 hours a day, 7 days a week, 365 days a year.
3. Telephonic and online EAP and Work-Life services for the following issues:
    a. Life issues such as stress, anxiety, depression, addiction and recovery, relationships, grief and loss.
    b. Legal issues such as estate planning and legal forms (wills, power of attorney and final arrangements). Free initial legal consultation and 25% discount from standard legal fees for subsequent services for a network attorney.
    c. Financial issues such as budgeting, tax planning, debt management, retirement planning, insurance, home buying and refinancing and identity theft.
    d. Family issues such as childcare resources, summer school or vacation camp, child development, parenting, college planning, adoption, emergency and back-up care and caring for older adults.
    e. Work issues such as co-worker relationships, job stress, balancing work and personal life, change and transition, communication, relocation and business travel.
    f. Everyday issues such as consumer information, big-ticket purchases, home remodeling and repair, pet care resources and home and car buying.
4. Additional resource tools including a comprehensive website with calculators, tip sheets, videos, articles, locators and more.
5. Follow-up.

Employer support includes:

1. Management consultation.
2. Regulatory assistance.
3. Monthly webinar training.
4. Promotional materials.
5. Quarterly reports.
6. Critical Incident Stress Debriefing (CISD) or training hours.

(n) **Shared Decision Making:** The Plan Manager offers a shared decision-making program to help Participants understand they have options when it comes to surgery and become more involved in decisions about surgery and treatment. The Plan Manager provides a robust suite of tools leveraging content to support Participants in deciding on, preparing for, and recovering from surgery. This support provides Participants the knowledge they need to work with their doctors to make smarter decisions, leading to healthier results.

HEALTH CARE PROVIDERS

C3.1 The Client agrees that the Plan Manager shall not be held responsible for the actions of Health Care Providers acting as licensed professionals within the scope of their professional practice, and that in no event shall the hold harmless and indemnity provisions of this Agreement apply against the Plan Manager with respect to any expense caused by the acts or omissions of Health Care Providers.

REPORTS

C4.1 Special reports may be provided by the Plan Manager, if requested by the Client and the contents, composition, and cost is mutually agreed upon.

MISCELLANEOUS

C5.1 The Plan Manager will provide these Clinical Program services in accordance with the provisions of the Plan which are in effect and which have been communicated to the Plan Manager by the Client at the time the services are provided.

C5.2 If the Plan Administrator directs the Plan Manager to make a Clinical Program services determination which is different than the determination which would otherwise be made by the Plan Manager, the Plan Manager will follow the determination of the Plan Administrator, provided the Plan Administrator's determination is first communicated to the Plan Manager in writing.

However, the Plan Manager may decide that it will communicate this determination only as directed in special written instructions from the Plan Administrator which are acceptable to the Plan Manager.

C5.3 The Plan Manager is an independent contractor with respect to the services provided under Article 7.3 and Exhibit "C" of this Agreement, Article 2.5 of this Agreement notwithstanding.

C5.4 The obligations of the Plan Manager under Article 7.3 and Exhibit "C" of this Agreement shall terminate upon the expiration of this Agreement.

EXHIBIT F

Schedule of Fees

FEES

F1.1 The monthly fees presented in this Exhibit "F" are valid for the period of time beginning on January 1, 2017 and ending on December 31, 2017, except as otherwise stated.

F2.1 Base Medical Administration Fees:

	Per Employee	Per Employee + Spouse/1	Per Employee + Child	Per Family
Medical and Prescription Drug	$28.87	$28.87	$28.87	$28.87
Dental	$4.36	$4.36	$4.36	$4.36

F2.2 Additional Fees: The following services are NOT included in the Base Administrative Fee listed above, and will be charged to the Client in addition to the Base Administrative Fee:

Prescription Drug: Standard Exit Reports consisting of Prior Authorizations, Claims History and Deductible Accumulators. Exit reports requested upon termination of this Agreement must be in a standard Humana format and pricing will be negotiated at time of request.

Open File Transfer of Mail Service Pharmacy Prescriptions. File transfers requested upon termination of this Agreement must be in a standard Humana format and pricing will be negotiated at time of request.

All external review vendor costs related to an external claim review will be the responsibility of the Client. An additional $50 administration fee by the Plan Manager will also apply. Billed to the Client by the Plan Manager.

Ad-hoc Reporting	$150 Per Hour, billed to the Client by the Plan Manager

eMindful Fees:

Description	Fee
QuitSmart Mindfully	$0.89 per eligible employee per month (PEPM)
One-time Implementation Fee	1-3,000 employees: $1,000 3,000 – 9,999 employees: $3,000 10,000+ employees: $10,000
Incentive Reporting Fee: Waived	

F3.1 Specific:

(a) Under Article 7.5 of this Agreement, the administrative fee for providing Subrogation / Recovery Services is 30% of all amounts recovered under that Article. The administrative fee will be applied towards the gross recovery, exclusive of any legal fees. The fee will be billed to the Client's claims funding account by the Plan Manager. Expenses incurred are taken out of the Plan Manager's fee when it is the Plan Manager's choice to retain counsel. If the Client requests legal action outside the normal course of handling, it will be the Client's responsibility to pay legal fees incurred.

(b) With respect to access to provider networks in accordance with Article 7.7 of this Agreement or other similar provider arrangements arranged through the Plan Manager, the Client understands that a special access fee may be payable, depending upon the network or arrangement. The Client and the Plan Manager agree that the Client will be obligated to pay any special fee under this Exhibit "F3.1(b)".

(c) With respect to access to and application of the Shared Savings Program in accordance with Article 7.8 and Exhibit "D-1", the Client agrees to pay a fee equal to 30% of the "savings" on medical services realized by virtue of application of the Shared Savings Program Provider Discounts. The fee will be billed to the Client's claims funding account by the Plan Manager.

(d) Medical: The fee for handling run-out claims under Article 7.9 for eighteen (18) months is eight (8) percent of estimated run-out claims. The estimated run-out claims will be calculated as two (2) full months of claims at the time of termination. The total run-out administration fee must be paid in full to the Plan Manager by the Client prior to the processing of any run-out claims.

Dental: The fee payable for run-out claims processing under Article 7.9 of this Agreement can be one of two options. The Client can choose for the Plan Manager to process run-out claims for either three (3) or twelve (12) months. The fee for handling these run-out claims for three (3) months is equal to three (3) months of Administrative fees or for twelve (12) months is equal to four (4) months of Administrative fees. The run-out fee will be calculated based on the total number of employees that were terminated from the Plan. The total run-out fee must be received by the Plan Manager to begin the claims processing for the selected run-out period.

(e) With respect to claim reviews in accordance with Article 5.11 of this Agreement, the Client understands that all costs related to an external claim review will be the responsibility of the Client, including reviews mandated by federal or state law. The Client and the Plan Manager agree that the Client will be obligated to pay such costs under this Exhibit "F3.1(e)". In addition, if a third party decision requires the Plan to process or reprocess a claim, the Client is obligated to pay said claim. Billed to the Client by the Plan Manager.

(f) With respect to access to, and application of, the enhanced claims processing edits in accordance with Article 5.11, the Client agrees to pay a fee equal to 25% of the savings on services realized by virtue of application of the enhanced claims processing edits. The fee will be billed to the Client's claims funding account by the Plan Manager.

F4.1 Payment:

(a) Fees set forth in Exhibit "F2.1" are payable to the Plan Manager once per month, unless otherwise indicated.

(b) Any special access fees payable under Exhibit "F3.1(b)" shall be paid by the Client to the Plan Manager as billed.

EXHIBIT G

Persons Authorized to Receive Private Health Information

Name:	Shari L. Miller
Title:	Interim Director of HR
Company:	County of Hays
Address:	712 South Stagecoach Trail, Suite 1063 San Marcos, TX 78666
Telephone:	(512) 393-2213
Fax:	(512) 393-2227
Email:	shari.miller@co.hays.tx.us

Name:	Mercedes Hinojosa
Title:	Benefits Specialist
Company:	County of Hays
Address:	712 South Stagecoach Trail, Suite 1063 San Marcos, TX 78666
Telephone:	(512) 393-2112
Fax:	(512) 393-2227
Email:	mercedes.hinojosa@co.hays.tx.us

Name:	Britney Richey
Title:	Accountant
Company:	County of Hays
Address:	712 South Stagecoach Trail, Suite 1063 San Marcos, TX 78666
Telephone:	(512) 393-2234
Fax:	(512) 393-2248
Email:	britney@co.hays.tx.us

Name:	Scott Yarbrough
Company:	Yarbrough Agency
Address:	P.O. Box 1168 San Marcos, TX 78667
Telephone:	(512) 754-2700
Email:	scott@theyarbroughagency.com

EXHIBIT J

Humana Wellness Solutions Services

This Exhibit "J" contains a description of Humana Wellness Solutions Services, and their terms and conditions, subject to the terms and conditions of the Agreement.

Any capitalized term used but not defined in this Exhibit "J", shall have the same meaning ascribed to such term in the Agreement.

eMINDFUL

eMindful's programs are based upon the latest research from major universities and medical centers, designed to bring about lasting behavioral change—and lasting results. Through live, webinar-based, classroom experiences, eMindful offers cost-effective and convenient access to an internationally acclaimed team of experts. Using the scientifically validated method of Mindfulness, eMindful's virtual programs target the biggest health cost drivers facing customers—stress, tobacco, diabetes, and weight management. All courses are provided online in a virtual classroom where participants can see, hear, chat, and talk with each other and their instructors, from the convenience of their home or office. eMindful's expert instructors have a minimum of five years' experience and are trained over a period of months in online delivery "best practices" and eMindful's proprietary course content. In addition, eMindful instructors have had intensive, professional mindfulness training and are part of eMindful's ongoing instructor training and quality assurance program.

HEALTH CONTENT

In conjunction with purchasing a wellness product(s), Client will be provided access to the Health and Wellness Connection (user-facing wellness portal). The wellness portal offers full access to helpful resources, including a wide array of health content and information, progress tracking tools, surveys, videos, healthy living calculators, and a complete wellness multi-media center and library.

HUMANA ENGAGEMENT SOURCE

All wellness clients who purchase at least one of the Humana Wellness Services (Biometric Screening, Health Assessment, Health Status Consultation, Health Coaching, Health Promotion Consultant) will receive access to the Humana Engagement Source, which provides the strategic support tools and resources necessary to implement customized promotional campaigns and drive engagement. Services include an initial company based assessment, a process for establishing goals and a plan for their wellness program, and the tools to kick it off, create a wellness committee, and promote their program throughout the year. The Client's primary engagement contact will be added to the Engagement Source by the assigned Humana Account Representative. That contact will then receive a welcome email inviting them to participate in a site tour to familiarize them with the portal and the tools contained.

REPORTING

eMindful

- eMindful reporting will consist of aggregate data including the following metrics: total counts of those who have enrolled by class type, engaged by class type, opted out by class type, and/or have completed by class type.
- A minimum of 5 participants is required to generate this report.
- This report is delivered on a quarterly basis.
- Report is delivered in a PDF format.

Custom Reporting

- Custom report requests will be reviewed on a case by case basis and will incur additional costs as reviewed and approved by the Plan Manager and Client.

HUMANA WELLNESS SOLUTIONS PRICING AND PAYMENT TERMS

Humana Wellness payment terms are as outlined in the Agreement. Pricing for Humana Wellness Solutions Services are outlined in Exhibit "F".

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 2550 FM 967, Buda, TX, 78610.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 27, 2018	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	JONES	N/A

SUMMARY

Neighbor's Storage is proposing an OSSF to serve a storage facility with two employees and no public restroom. This is a 2.18 acre property and lies outside the City of Buda. Water will be supplied by a public water supply. The system designer, John F. Fox, RS, has designed a system, which consists of an aerobic treatment unit with dispersal by drip tubing. The maximum daily usage rate is 120 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #58S208126-01 for $102,105.00, release of the maintenance bond #58S208129-01 for $76,673.50, release of the revegetation bond #58S208129-01 for $14,428.00, and acceptance of this segment of road into the county road maintenance system for Bush Ranch subdivision, Ph. 3, Sec. 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of this road segment into the county maintenance system. The road segment includes: Four Star Boulevard (172 ft.).

Liberty Mutual. SURETY

MAINTENANCE BOND **Bond 58S208126-01**

KNOW ALL BY THESE PRESENTS, That we, Smith Contracting Co., Inc.

as Principal, and Liberty Mutual Insurance Company,

a corporation organized under the laws of the State of Massachusetts and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto 290 East Bush, Inc. on behalf of Hays County Mud No. 4

as Obligee, in the penal sum of One Hundred Two Thousand One Hundred Five Dollars And Zero Cents ($102,105.00)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

dated September 29, 2015

for Bush Ranch Phase 3 Section 1 - Construction of Water, Wastewater and Drainage Improvements

WHEREAS, said Contract has been completed, and was approved on

day of _____, _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Two-Years (2) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 28 day of January, 2016.

Smith Contracting Co., Inc.

Gavin Gr II VP (Seal)

(Seal)

(Seal)

Liberty Mutual Insurance Company

By Kenneth Nitsche Attorney-in-Fact

LMS-10843 10/99

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7088799

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; David Ferguson; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche; Violet Frosch

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of August, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of January, 2016.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

70 2016 16004691

Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

Instrument Number: 2016- 16004691

As

Recorded On: **February 17, 2016** **NO Fee-Recording #/Misc1**

Parties: **BUSH RANCH PH 3 SEC 1**

To

Billable Pages: **2**

Recorded By: **BUSH RANCH PH 3 SEC 1**

Num Of Pages:

Comment:

**** Examined and Charged as Follows: ****

NO Fee-Recording #/Misc1	0.00
Recording Charge:	**0.00**

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Hays TX, TX

File Information:

Document Number:	2016- 16004691
Receipt Number:	421034
Recorded Date/Time:	February 17, 2016 10:24:51A
Book-Vol/Pg:	

Record and Return To:

BUSH RANCH PH 3 SEC 1
HOLD - COUNTY CLERK OFFICE
SAN MARCOS TX 78666

COUNTY COURT OF HAYS COUNTY, TEXAS

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q Gonzalez

Liz Q.Gonzalez, County CLerk

Liberty Mutual.
SURETY

MAINTENANCE BOND **Bond 58S208129-01**

KNOW ALL BY THESE PRESENTS, That we, Smith Contracting Co., Inc.

as Principal, and Liberty Mutual Insurance Company,

a corporation organized under the laws of the State of Massachusetts and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto 290 East Bush, Inc.

as Obligee, in the penal sum of Seventy-six Thousand Six Hundred Seventy-three Dollars And Fifty Cents ($76,673.50)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

dated September 29, 2015

for Bush Ranch Phase 3 Section 1 - Construction of Street Improvements

WHEREAS, said Contract has been completed, and was approved on

day of _____, _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Two-Years (2) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 28 day of January, 2016.

Smith Contracting Co., Inc.

Irwin Cyr II VP (Seal)

(Seal)

(Seal)

Liberty Mutual Insurance Company

By _____

Kenneth Nitsche Attorney-in-Fact

LMS-10843 10/99

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7088797

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; David Ferguson; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche; Violet Frosch

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of August, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of January, 2016.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

70 2016 16004692

Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

Instrument Number: 2016- 16004692

As

Recorded On: **February 17, 2016** **NO Fee-Recording #/Misc1**

Parties: **BUSH RANCH PH 3 SEC 1**

To

Billable Pages: **2**

Recorded By: **BUSH RANCH PH 3 SEC 1** **Num Of Pages:**

Comment:

**** Examined and Charged as Follows: ****

NO Fee-Recording #/Misc1	0.00
Recording Charge:	**0.00**

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Hays TX, TX

File Information:

Document Number: 2016- 16004692
Receipt Number: 421034
Recorded Date/Time: February 17, 2016 10:24:51A
Book-Vol/Pg:

Record and Return To:

BUSH RANCH PH 3 SEC 1
HOLD - COUNTY CLERK OFFICE
SAN MARCOS TX 78666

COUNTY COURT OF HAYS COUNTY, TEXAS

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q Gonzalez

Liz Q.Gonzalez, County CLerk

Liberty Mutual Insurance Company

BOND #58S208129-01

KNOW ALL MEN BY THESE PRESENTS, That we, SMITH CONTRACTING CO., INC., as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, a Corporation of the State of MASSACHUSETTS, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the in the sum of (Fourteen Thousand Two Hundred Eighty Dollars and 00/100) ($14,280.00), lawful money of the United State of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT,

WHEREAS, the Owner, 290 East Bush, Inc. has required the Principal, Smith Contracting Co., Inc., as a condition of approval and acceptance of the project listed below to post a bond and to insure completion of:

Re-vegetation of Bush Ranch Phase 3 Section 1: Areas included in this revegetation bond are all areas disturbed by construction of Bush Ranch Phase 3 Section 1, including but not limited to the right of way.

We understand and agree that the only requirements necessary for drawing any part or all the total amount of this bond is a letter of request from owner, 290 East Bush, Inc. stating that owner, 290 East Bush, Inc. considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of owner, 290 East Bush, Inc., and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 13th day of January, 2016

Smith Contracting Co. Inc.
PRINCIPAL

BY: [signature] VP
Authorized Signature

15308 Ginger St., Austin, TX 78728
Mailing Address

Liberty Mutual Insurance Company
SURETY

BY: [signature]
Authorized Signature,
Kenneth Nitsche, Attorney-In-Fact

175 Berkeley Street, Boston MA 02116
Mailing Address

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7088762

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; David Ferguson; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche; Violet Frosch

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of August, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of January, 2016.

By: _____
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

70 2016 16007109

Instrument Number: 2016-16007109

As

Recorded On: March 09, 2016 **NO Fee-Recording #/Misc1**

Parties: BUSH RANCH PH 3 SEC 1 **Billable Pages: 2**

To **Number of Pages: 3**

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

NO Fee-Recording #/Misc1	0.00
Total Recording:	**0.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-16007109
Receipt Number: 422917
Recorded Date/Time: March 09, 2016 08:47:33A

User / Station: R Robinson - Cashering #1

Record and Return To:

BUSH RANCH PH 3 SEC 1
COUNTY CLERK
SAN MARCOS TX 78666

COUNTY COURT OF HAYS COUNTY, TEXAS

State of Texas |
County of Hays

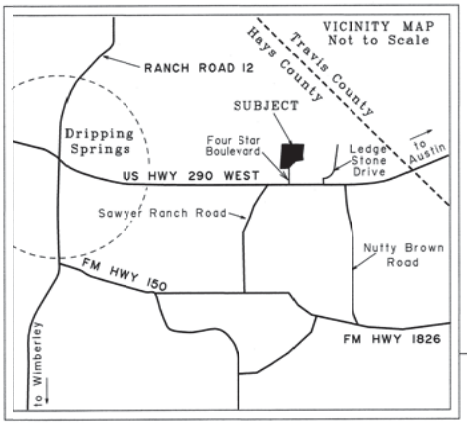
I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

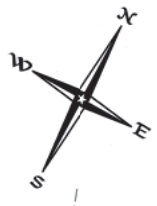
Liz Q Gonzalez

Liz Q.Gonzalez, County CLerk

BUSH RANCH PHASE 3 SECTION 1

Prepared: September 8, 2014.





LOT 104 | LOT 105 | LOT 106 | LOT 107 HERITAGE OAKS SECTION TWO-A VOLUME 2 PAGES 115-116 | LOT 108 | LOT 109

(N60°31'00"E 1054.62')
N60°38'24"E 1054.57'
920.05'
134.52'
20' Building Line

State Plane Coordinates
(Texas South Central-4204)
North: 13987939.63'
East: 2288590.55'

State Plane Coordinates
(Texas South Central-4204)
North: 13988405.84'
East: 2289377.77'

10' Building Line
S22°21'24"E 332.74'
S4°58'37"E 173.72'
10' Building Line
S46°47'05"W 442.23'

LOT 102

700.00')
700.03'
(N22°14'W
N22°03'40"W
20' Building Line

NUMBERED COURSES	
L1	N 31°57'07" W - 3.17'
L2	N 36°39'05" W - 28.96'
L3	S 08°11'02" E - 23.91'
L4	S 36°39'05" E - 28.96'
L5	S 31°57'07" E - 3.17'

LOT 2
BLOCK A
15.678 Acres

LOT 101
HERITAGE OAKS SECTION TWO-A
VOLUME 2 PAGES 115-116 HCPR

LOT SIZE	No.
> 10 ACRES	1
5 TO 10 ACRES	0
2 TO 5 ACRES	0
1 TO 2 ACRES	1
< 1 ACRE	0

NEW R.O.W. = 0.465 Acre

WILLIAM S. HOLTON SURVEY NO. 57
ABSTRACT NO. 245

(193.926 Acres)
Remainder
194 Bush, Ltd.
Volume 1777 Page 305

LOT 100

392.13'
(293.70')
293.67'
N22°07'34"W
159.97'
S67°52'26"W 220.00'
S57°32'34"W 150.49'
10' Building Line
20' Building Line
10' Building Line
S01°31'38"W 306.56'
53.09'
S06°11'02"E
0.465 Acre additional right-of-way hereby dedicated
20' Building Line
232.16'
98.46'
20' Building Line

LOT 1
BLOCK A
1.778 Acres

10' Building Line
S67°54'09"W 234.35'
S48°25'30"W 136.71'
S58°02'53"W 90.00'
156.11'

CURVE DATA

C1	C2	C3
Δ= 4°42'00"	Δ= 42°32'12"	Δ= 133°13'25"
R= 224.00'	R= 25.00'	R= 70.00'
T= 9.19'	T= 9.73'	T= 161.85'
C= 18.37'	C= 19.14'	C= 128.50'
A= 18.38'	A= 18.56'	A= 162.76'
CB= N34°18'05"W	CB= N57°55'12"W	CB= N12°34'35"W

C4	C5	C6
Δ= 55°19'42"	Δ= 76°31'19"	Δ= 42°32'13"
R= 70.00'	R= 70.00'	R= 25.00'
T= 36.69'	T= 55.21'	T= 9.73'
C= 65.00'	C= 86.69'	C= 18.14'
A= 67.60'	A= 93.49'	A= 18.56'
CB= N81°41'58"E	CB= S32°22'32"E	CB= S15°22'59"E

C7
Δ= 4°41'59"
R= 314.00'
T= 12.89'
C= 25.75'
A= 25.76'
CB= S34°18'06"E

LOT 99

S31°57'07"E 539.65'
S31°57'07"E 544.22'

FOUR STAR BOULEVARD
(90' Right-of-way)

ROCKY RIDGE TRAIL
(Proposed 60' Right-of-way)

511.45'
N22°07'34"W

(1.02 Acres)
Diamond Lazy S, LLC
Vol. 2820 Pg. 321
13030 West Hwy 290
Austin, Texas 78737

LOT 1
BLOCK A
BUSH RANCH PHASE 2 SECTION 1
VOLUME 15 PAGES 395-397

(193.926 Acres)
Remainder
194 Bush, Ltd.
Volume 1777 Page 305

SCALE: 1" = 100'

Legend

- ◎ ½"Iron Rod Found (unless noted)
- ⬠ Capped Iron Rod Found
- ○ ½"Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- ▶ 12" Cedar Fence Post
- ◇ Concrete Monument Found
- ⓟ PK Nail Found

B.L. = Building Setback Line
P.U.E. = Public Utility Easement
L.S.E. = Landscape Easement
D.E. = Drainage Easement
WTCPUA = Western Travis County Public Utility Agency

S68°37'00"W 224.56'
232.50'
S60°57'04"W
90.12'
322.62'
N60°57'04"E 17.23'
N49°31'22"E 203.73'
S60°58'12"W 1878.59'
BEARING BASIS

U. S. HIGHWAY 290
(Right-of-Way varies)

OWNERS:
290 EAST BUSH, INC.
194 BUSH, LTD.
13115 FOUR STAR BOULEVARD
AUSTIN, TEXAS 78737

ENGINEER:
[illegible] ENGINEERING, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000

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

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 acceptance of a right of way dedication deed for property owned by Episcopal Church Corporation in West Texas at or near the intersection of Hwy 290 and Hays Country Acres Road in Pct. 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	WHISENANT	N/A

SUMMARY

DEDICATION OF RIGHT-OF-WAY
(Street Deed)

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

EPISCOPAL CHURCH CORPORATION IN WEST TEXAS, a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration **HAYS COUNTY, TEXAS** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto Grantee, the following real property ("Property"):

> A tract of land containing 0.2109 acres out of the William Walker, Jr. Survey No. 130, Abstract No. 475, Hays County, Texas, and being a portion of the called 39.86 acre tract conveyed to the Episcopal Corporation of the Diocese of West Texas per deed recorded in Volume 1452, Page 352 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.) and being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes, to which reference is hereby made.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its heirs, executors, administrators, successors and assigns forever. The Property is conveyed subject to all valid and presently existing recorded encumbrances on the Property, but only to the extent they apply to the Property. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantor but not otherwise.

Executed and effective on _____, 2018.

GRANTOR:

EPISCOPAL CHURCH CORPORATION IN WEST TEXAS, a Texas non-profit corporation

By: _____
Printed Name: _____
Title: _____

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was executed before me on the _____ day of _____, 2018, by _____, _____ of Episcopal Church Corporation in West Texas, a Texas non-profit corporation, on behalf of said corporation.

(Notary Seal and Expiration)

_____
Notary Public, State of Texas

After Recording Return to:

McLean & Howard, LLP
Attn. William P. McLean
901 S. Mopac Expressway
Bldg. II, Suite 225
Austin, Texas 78746

Legal Description

Hays County, Texas

Hays Country Acres Road Dedication
D&A Job No. 1366-001

EXHIBIT A

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2108 ACRES OUT OF THE WILLIAM WALKER, JR. SURVEY NO. 130, ABSTRACT NO. 475, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 39.86 ACRE TRACT CONVEYED TO THE EPISCOPAL CORPORATION OF THE DIOCESE OF WEST TEXAS PER DEED RECORDED IN VOLUME 1452, PAGE 352 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with "Carson" cap found at the northeast corner of the 30 foot wide roadway right-of-way easement known as Hays Country Acres Road per deed recorded in Volume 275, Page 571 of the Deed Records of Hays County, Texas, said point being on the southerly right-of-way line of U.S. Highway 290 West on a 5,810.74 foot radius curve concave northerly, and said point lying 30.07 feet along the arc of said curve, with a chord bearing South 86°50'03" East and distance of 30.07 feet from a cotton spindle found at the northwest corner of said 39.86 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the arc of said curve and the common line of said 39.86 acre tract and the southerly right-of-way line of U.S. Highway 290 West, a distance of 41.76 feet through a central angle of 00°24'42", and chord bearing South 87°11'18" East and distance of 41.76 feet to a calculated point;

THENCE, over and across said 39.86 acre tract, the following three (3) courses and distances:

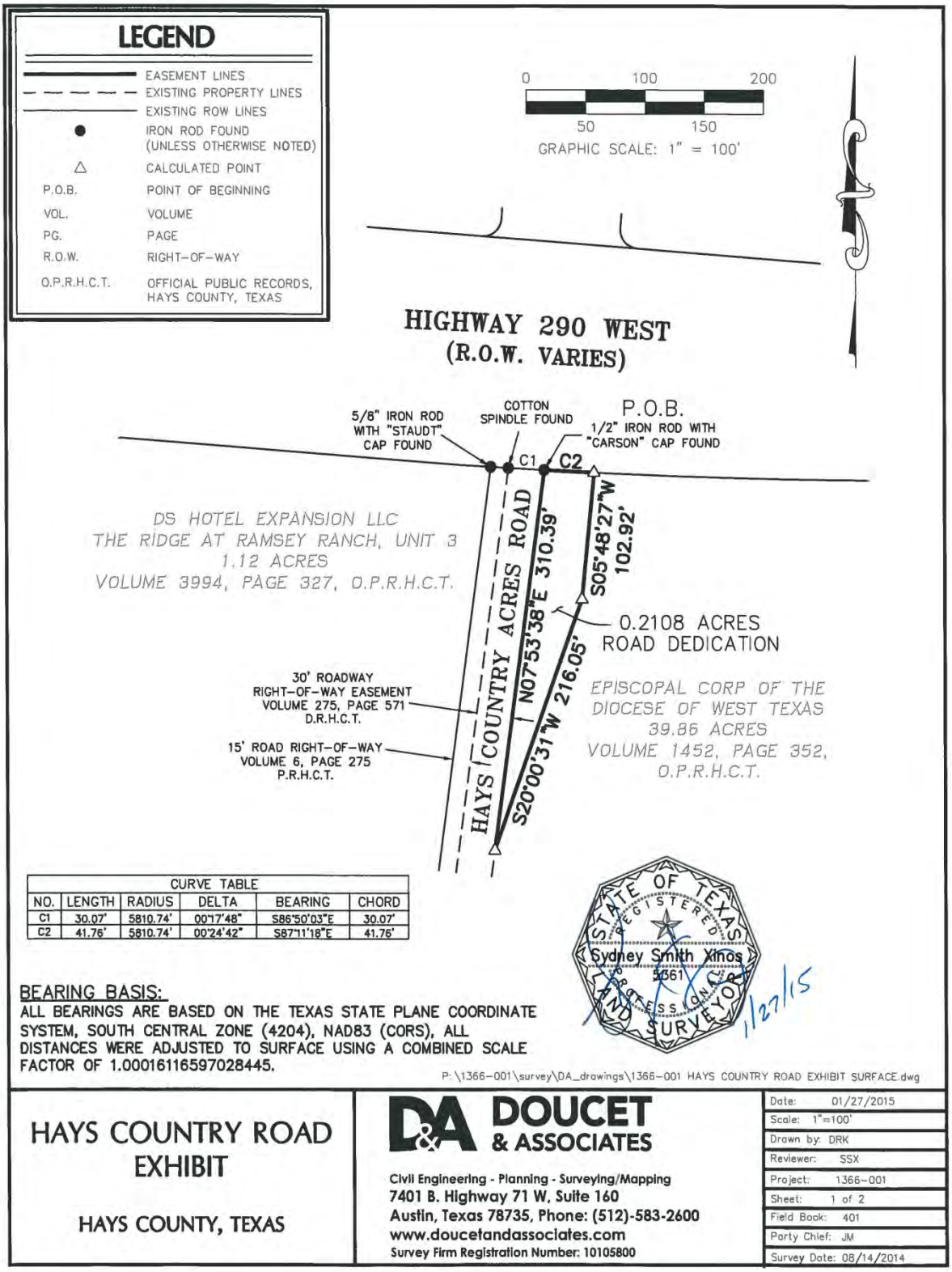
1. South 05°48'27" West, a distance of 102.92 feet to a calculated point;
2. South 20°00'31" West, a distance of 216.05 feet to a calculated point on the easterly line of said Hays Country Acres Road;

3. Along the easterly line of said Hays Country Acres Road, North 07°53'38" East, a distance of 310.39 feet to the **POINT OF BEGINNING,** and containing 0.2108 acres of land, more or less.

Bearing Basis: Texas State Plane Coordinate System, South Central Zone, NAD83 (CORS).

1/27/15

Sydney Smith Xinos, R.P.L.S. Date
Texas Registration No. 5361
Doucet & Associates Inc., Firm Registration No. 10105800
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735



CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	30.07'	5810.74'	00°17'48"	S86°50'03"E	30.07'
C2	41.76'	5810.74'	00°24'42"	S87°11'18"E	41.76'

STATE OF TEXAS
REGISTERED
Sydney Smith Xinos
5361
PROFESSIONAL
LAND SURVEYOR
1/27/15

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00016116597028445.

P:\1366-001\survey\DA_drawings\1366-001 HAYS COUNTRY ROAD EXHIBIT SURFACE.dwg

HAYS COUNTRY ROAD EXHIBIT

HAYS COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
Survey Firm Registration Number: 10105800

Date:	01/27/2015
Scale:	1"=100'
Drawn by:	DRK
Reviewer:	SSX
Project:	1366-001
Sheet:	1 of 2
Field Book:	401
Party Chief:	JM
Survey Date:	08/14/2014

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-936; Pasternak Ranch Subdivision (1 Lot). Discussion and possible action to approve the final plat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	SHELL	N/A

SUMMARY

Pasternak Ranch is a proposed 1 lot subdivision located along Oakwood Loop in PCT 3. Water service will be provided by private well and wastewater service will be accomplished by individual OSSF.

TAX RECEIPT

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

Receipt Number: **KY-2018-43053**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37199	Property:	11-6001-0000-01500-3
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR 7, TR PT 8, TR 9-A RESUB TR 1 14.58 AC ABS 667 GC&SF RR CO GEO#90212153
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

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

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FSO - South Hays Co ESD #3
SSM - San Marcos CISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01500-3
Quick-Ref ID : R37199

OAKWOOD HILLS TR 7, TR PT 8, TR 9-A RESUB TR 1 14.58 AC ABS 667 GC&SF RR CO GEO#90212153

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$88,780.00
Ag Use	:	$1,360.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,360.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2017	19.24	0.00	0.00	0.00	0.00
RSP	2017	0.60	0.00	0.00	0.00	0.00
GHA	2017	5.45	0.00	0.00	0.00	0.00
FSO	2017	1.36	0.00	0.00	0.00	0.00
EWI	2017	0.82	0.00	0.00	0.00	0.00

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SSM $19.24
2017 taxes paid for entity RSP $0.60
2017 taxes paid for entity GHA $5.45
2017 taxes paid for entity FSO $1.36
2017 taxes paid for entity EWI $0.82
2017 Total Taxes Paid : $27.47
Date of Last Payment : 12/29/17

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullar
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43053
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

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REPRINTED TAX RECEIPT

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

Receipt Number: **SM-2017-1044055**

Payor: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Owner: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Quick Ref ID: R37199
Owner: PASTERNAK GARY A & CAMILLE C (O0215416) - 100%
Owner Address: 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Property: 11-6001-0000-01500-3
Legal Description: OAKWOOD HILLS TR 7, TR PT 8, TR 9-A RESUB TR 1 14.58 AC ABS 667 GC&SF RR CO GEO#90212153

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
San Marcos CISD	1,360	1.414100	19.24	19.24	19.24
Special Road Dist	1,360	0.043800	0.60	0.60	0.60
Hays County	1,360	0.401200	5.45	5.45	5.45
South Hays Co ESD	1,360	0.100000	1.36	1.36	1.36
Wimberley ESD #7	1,360	0.060100	0.82	0.82	0.82

Total Payment Amount	**27.47**
Check Payment Tendered	27.47
Total Tendered	**27.47**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

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

Receipt Number: **KY-2018-43054**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37200	Property:	11-6001-0000-01500-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS PT OF TR 9 (UNRECORDED), ABS 476 DAVID WILSON SURVEY, 2.9839 AC
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

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

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01500-8
Quick-Ref ID : R37200

OAKWOOD HILLS PT OF TR 9 (UNRECORDED), ABS 476 DAVID WILSON SURVEY, 2.9839 AC

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$18,170.00
Ag Use	:	$280.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$280.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	3.63	0.00	0.00	0.00	0.00
RSP	2017	0.12	0.00	0.00	0.00	0.00
GHA	2017	1.12	0.00	0.00	0.00	0.00
FWI	2017	0.11	0.00	0.00	0.00	0.00
EWI	2017	0.17	0.00	0.00	0.00	0.00

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00

2017 taxes paid for entity SWI $3.63
2017 taxes paid for entity RSP $0.12
2017 taxes paid for entity GHA $1.12
2017 taxes paid for entity FWI $0.11
2017 taxes paid for entity EWI $0.17

2017 Total Taxes Paid : $5.15
Date of Last Payment : 12/29/17

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullen
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43054
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

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REPRINTED TAX RECEIPT

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

Receipt Number: **SM-2017-1043952**

Payor: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Owner: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Quick Ref ID: R37200
Owner: PASTERNAK GARY A & CAMILLE C (O0215416) - 100%
Owner Address: 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Property: 11-6001-0000-01500-8
Legal Description: OAKWOOD HILLS PT OF TR 9 (UNRECORDED), ABS 476 DAVID WILSON SURVEY, 2.9839 AC

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	280	1.297700	3.63	3.63	3.63
Special Road Dist	280	0.043800	0.12	0.12	0.12
Hays County	280	0.401200	1.12	1.12	1.12
Wimberley Fire Hays	280	0.038000	0.11	0.11	0.11
Wimberley ESD #7	280	0.060100	0.17	0.17	0.17

Total Payment Amount	**5.15**
Check Payment Tendered	5.15
Total Tendered	**5.15**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

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

Receipt Number: **KY-2018-43055**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37202	Property:	11-6001-0000-01501-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS RESUB OF TR 7 13.9661 AC ABS 476 D WILSON GEO#90617924
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

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

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01501-8
Quick-Ref ID : R37202

OAKWOOD HILLS RESUB
OF TR 7 13.9661 AC ABS
476 D WILSON
GEO#90617924

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$111,840.00
Ag Use	:	$1,310.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,310.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	17.00	0.00	0.00	0.00	0.00
RSP	2017	0.57	0.00	0.00	0.00	0.00
GHA	2017	5.25	0.00	0.00	0.00	0.00
FWI	2017	0.50	0.00	0.00	0.00	0.00
EWI	2017	0.79	0.00	0.00	0.00	0.00

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SWI $17.00
2017 taxes paid for entity RSP $0.57
2017 taxes paid for entity GHA $5.25
2017 taxes paid for entity FWI $0.50
2017 taxes paid for entity EWI $0.79
2017 Total Taxes Paid : $24.11
Date of Last Payment : 12/29/17

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullo

Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43055
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

© 2003 Tyler Technologies, Inc. QuickRefID: R37202 Issue Date: 1/3/2018

REPRINTED TAX RECEIPT

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

Receipt Number: **SM-2017-1043963**

Payor: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Owner: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Quick Ref ID: R37202
Owner: PASTERNAK GARY A & CAMILLE C (O0215416) - 100%
Owner Address: 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Property: 11-6001-0000-01501-8
Legal Description: OAKWOOD HILLS RESUB OF TR 7 13.9661 AC ABS 476 D WILSON GEO#90617924

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	1,310	1.297700	17.00	17.00	17.00
Special Road Dist	1,310	0.043800	0.57	0.57	0.57
Hays County	1,310	0.401200	5.25	5.25	5.25
Wimberley Fire Hays	1,310	0.038000	0.50	0.50	0.50
Wimberley ESD #7	1,310	0.060100	0.79	0.79	0.79

Total Payment Amount	**24.11**
Check Payment Tendered	24.11
Total Tendered	**24.11**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

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

Receipt Number: **KY-2018-43057**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37204	Property:	11-6001-0000-01502-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR 8 RESUB 3.00 AC ABS 476 D WILSON GEO#90617925
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Situs Address:	612 OAKWOOD LOOP SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

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

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01502-8
Quick-Ref ID : R37204

612 OAKWOOD LOOP SAN MARCOS, TX 78666

OAKWOOD HILLS TR 8
RESUB 3.00 AC ABS 476 D
WILSON GEO#90617925

Value Information

Land HS	:	$18,270.00
Land NHS	:	$0.00
Imp HS	:	$443,970.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$462,240.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	5,998.49	0.00	0.00	0.00	0.00
RSP	2017	202.46	0.00	0.00	0.00	0.00
GHA	2017	1,854.51	0.00	0.00	0.00	0.00
FWI	2017	175.65	0.00	0.00	0.00	0.00
EWI	2017	277.81	0.00	0.00	0.00	0.00

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SWI $5,998.49
2017 taxes paid for entity RSP $202.46
2017 taxes paid for entity GHA $1,854.51
2017 taxes paid for entity FWI $175.65
2017 taxes paid for entity EWI $277.81
2017 Total Taxes Paid : $8,508.92
Date of Last Payment : 12/29/17

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Cullen
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43057
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

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REPRINTED TAX RECEIPT

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

Receipt Number: **SM-2017-1044036**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37204	Property:	11-6001-0000-01502-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR 8 RESUB 3.00 AC ABS 476 D WILSON GEO#90617925
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Situs Address:	612 OAKWOOD LOOP SAN MARCOS, TX 78666

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	462,240	1.297700	5,998.49	5,998.49	5,998.49
Special Road Dist	462,240	0.043800	202.46	202.46	202.46
Hays County	462,240	0.401200	1,854.51	1,854.51	1,854.51
Wimberley Fire Hays	462,240	0.038000	175.65	175.65	175.65
Wimberley ESD #7	462,240	0.060100	277.81	277.81	277.81

Total Payment Amount	**8,508.92**
Check Payment Tendered	8,508.92
Total Tendered	**8,508.92**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid:	12/29/2017
Effective Date:	12/29/2017
Station/Till:	Luanne/LUANNE'S IMPORT TILL

TAX RECEIPT

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

Receipt Number: **KY-2018-43058**

Payor:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424	Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Quick Ref ID:	R37205	Property:	11-6001-0000-01503-8
Owner:	PASTERNAK GARY A & CAMILLE C (O0215416) - 100%	Legal Description:	OAKWOOD HILLS TR PT OF 8 RESUB OF TR 1 16.38 AC ABS 476 D WILSON
Owner Address:	2314 E HEBRON PKWY CARROLLTON, TX 75010-4424		

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 168882) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 01/03/2018
Effective Date: 01/03/2018
Station/Till: laurac/Laura's Till
Cashier:

Issue Date : 1/3/2018

TAX CERTIFICATE

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

This certificate includes tax years up to 2017

Entities to which this certificate applies:

RSP - Special Road Dist
FWI - Wimberley Fire Hays Co ESD #4
SWI - Wimberley ISD
GHA - Hays County
EWI - Wimberley ESD #7

Property Information

Property ID : 11-6001-0000-01503-8
Quick-Ref ID : R37205

OAKWOOD HILLS TR PT OF 8 RESUB OF TR 1 16.38 AC ABS 476 D WILSON

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$99,740.00
Ag Use	:	$1,530.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,530.00

Owner Information

Owner ID : O0215416

PASTERNAK GARY A & CAMILLE C
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SWI	2017	19.86	0.00	0.00	0.00	0.00
RSP	2017	0.67	0.00	0.00	0.00	0.00
GHA	2017	6.14	0.00	0.00	0.00	0.00
FWI	2017	0.58	0.00	0.00	0.00	0.00
EWI	2017	0.92	0.00	0.00	0.00	0.00

ASSESSOR & COLL. OF TAXES, HAYS COUNTY

Total for current bills if paid by 1/31/2018 : $0.00
Total due on all bills 1/31/2018 : $0.00
2017 taxes paid for entity SWI $19.86
2017 taxes paid for entity RSP $0.67
2017 taxes paid for entity GHA $6.14
2017 taxes paid for entity FWI $0.58
2017 taxes paid for entity EWI $0.92
2017 Total Taxes Paid : $28.17
Date of Last Payment : 12/29/17

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Laura Callo
Signature of Authorized Officer of the Tax Office

Date of Issue	:	01/03/2018
Requestor	:	PASTERNAK GARY A & CAMILLE C
Receipt	:	KY-2018-43058
Fee Paid	:	$10.00
Payer	:	PASTERNAK GARY A & CAMILLE C

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REPRINTED TAX RECEIPT

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

Receipt Number: **SM-2017-1044046**

Payor: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Owner: PASTERNAK GARY A & CAMILLE C (O0215416)
2314 E HEBRON PKWY
CARROLLTON, TX 75010-4424

Quick Ref ID: R37205
Owner: PASTERNAK GARY A & CAMILLE C (O0215416) - 100%
Owner Address: 2314 E HEBRON PKWY CARROLLTON, TX 75010-4424

Property: 11-6001-0000-01503-8
Legal Description: OAKWOOD HILLS TR PT OF 8 RESUB OF TR 1 16.38 AC ABS 476 D WILSON

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2017					
Wimberley ISD	1,530	1.297700	19.86	19.86	19.86
Special Road Dist	1,530	0.043800	0.67	0.67	0.67
Hays County	1,530	0.401200	6.14	6.14	6.14
Wimberley Fire Hays	1,530	0.038000	0.58	0.58	0.58
Wimberley ESD #7	1,530	0.060100	0.92	0.92	0.92

Total Payment Amount	**28.17**
Check Payment Tendered	28.17
Total Tendered	**28.17**
Remaining Balance Due, including other fees, as of 1/3/2018	**0.00**

Date Paid: 12/29/2017
Effective Date: 12/29/2017
Station/Till: Luanne/LUANNE'S IMPORT TILL

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS

THE STATE OF TEXAS)(
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)(

THAT GARY PASTERNAK AND CAMILLE PASTERNAK, OWNER OF 5.006 ACRES OF LAND, LOCATED IN THE DAVIS WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS, AS SHOWN BY THE DEED OF TRUST IN DOCUMENT NUMBER 2016-16014267, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 5.006 ACRES OF LAND TO BE KNOWN AS "PASTERNAK RANCH", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND PUBLIC EASEMENTS SHOWN HEREON.

BY: _____ BY: _____
GARY PASTERNAK CAMILLE PASTERNAK

2314 EAST HEBRON PARKWAY
CARROLLTON, TEXAS 75010

COUNTY OF _____
STATE OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____, INC.

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER _____
MY COMMISSION EXPIRES: _____
COUNTY OF _____
STATE OF TEXAS

COUNTY OF _____
STATE OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____, INC.

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER _____
MY COMMISSION EXPIRES: _____
COUNTY OF _____
STATE OF TEXAS

THE STATE OF TEXAS)(
COUNTY OF BEXAR)(

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

ENGINEERED BY: _____
HARRISON M. HUDSON,, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 109973
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350,
SAN ANTONIO, TEXAS 78216

THIS TRACT IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD RATE MAP (FIRM) FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS, MAP 48091C 0140F DATED SEPTEMBER 02, 2009.

_____
HARRISON M. HUDSON, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 109973
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350,
SAN ANTONIO, TEXAS 78216

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

WITNESS MY HAND THIS THE _____ DAY OF _____, 20__.

_____
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166

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. 2018, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2018.

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

_____
LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

PLAT INFORMATION:
TOTAL ACRES: 5.006
TOTAL NUMBER OF LOTS:1
NUMBER OF BLOCK: 0
NUMBER OF LANDSCAPE, OPEN SPACE, DRAINAGE, AND UTILITY EASEMENTS: 0
NUMBER OF PARKS: 0
NUMBER OF RESIDENTIAL LOTS: 0
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS BETWEEN 5 AND 10 ACRES: 1
NUMBER OF LOTS BETWEEN 2 AND 5 ACRES: 0
NUMBER OF LOTS BETWEEN 1 AND 2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

GENERAL NOTES:

1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE PEDERNALES ELECTRIC COOPERATIVE, INC. WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE.

2. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. PEDERNALES ELECTRIC COOPERATIVE, INC. WORK SHALL BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

3. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

4. A TEN FOOT (10') PUBLIC UTILITY EASEMENT (P.U.E.) IS DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.

5. 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 AND b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, OR c) A PERMIT FOR USE OF THE TXDOT ROADWAY RIGHT OF WAY HAS BEEN ISSUED.

6. PASTERNAK RANCH IS LOCATED WITHIN BOTH THE WIMBERLEY CONSOLIDATED ISD AND THE SAN MARCOS CONSOLIDATED ISD AND ESD #4 AND 7.

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

8. MAIL BOXES PLACE WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

9. THE TOTAL NUMBER OF LOTS IS 1 LOT, THE AVERAGE SIZE OF LOTS IS 5 ACRES, AND THERE IS ONE LOT IN THE FOLLOWING SIZE CATEGORY: LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES.

10. PASTERNAK RANCH IS ENCUMBERED BY AN OVER AND ACROSS UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. ON SEPTEMBER 19, 2017 AND RECORDED IN DOCUMENT NUMBER 1703557, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY.

11. THE BEARINGS, DISTANCES, AREA, AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4203-NAD'83)(NAVD' 88), THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. THE GRID TO SURFACE SCALE FACTOR IS 1.00000444.

HAYS COUNTY DEVELOPMENT SERVICES APPROVAL BLOCK:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

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

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

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

_____ _____ _____ _____ _____
ROXIE MCINNIS, DIVISION MANAGER DATE TOM POPE, R.S. C.F.M. DATE
HAYS COUNTY DEVELOPMENT SERVICES HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS)(
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 _____, 20___, AT __ O'CLOCK __.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NUMBER_____.

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

_____
LIZ GONZALEZ,
HAYS COUNTY CLERK

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS

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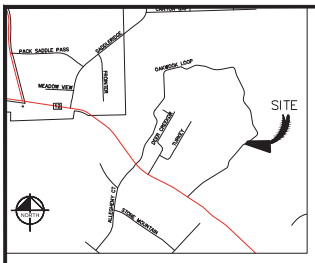
601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	10/13/2017	069262101	1 OF 2

DWG NAME: \\SNAPFP01\DATA\PROJECTS\NA_SURVEY\069262101-ROUGHHOUSE-BREWERY-HAYS\DWG\KIMLEY-HORN-PLAT\ROUGHHOUSE-BREWERY-PLAT.DWG PLOTTED BY MOSIER, GREG 1/29/2018 6:32 PM LAST SAVED 1/29/2018 6:32 PM

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS



LOCATION MAP
NOT TO SCALE

BENCHMARK:

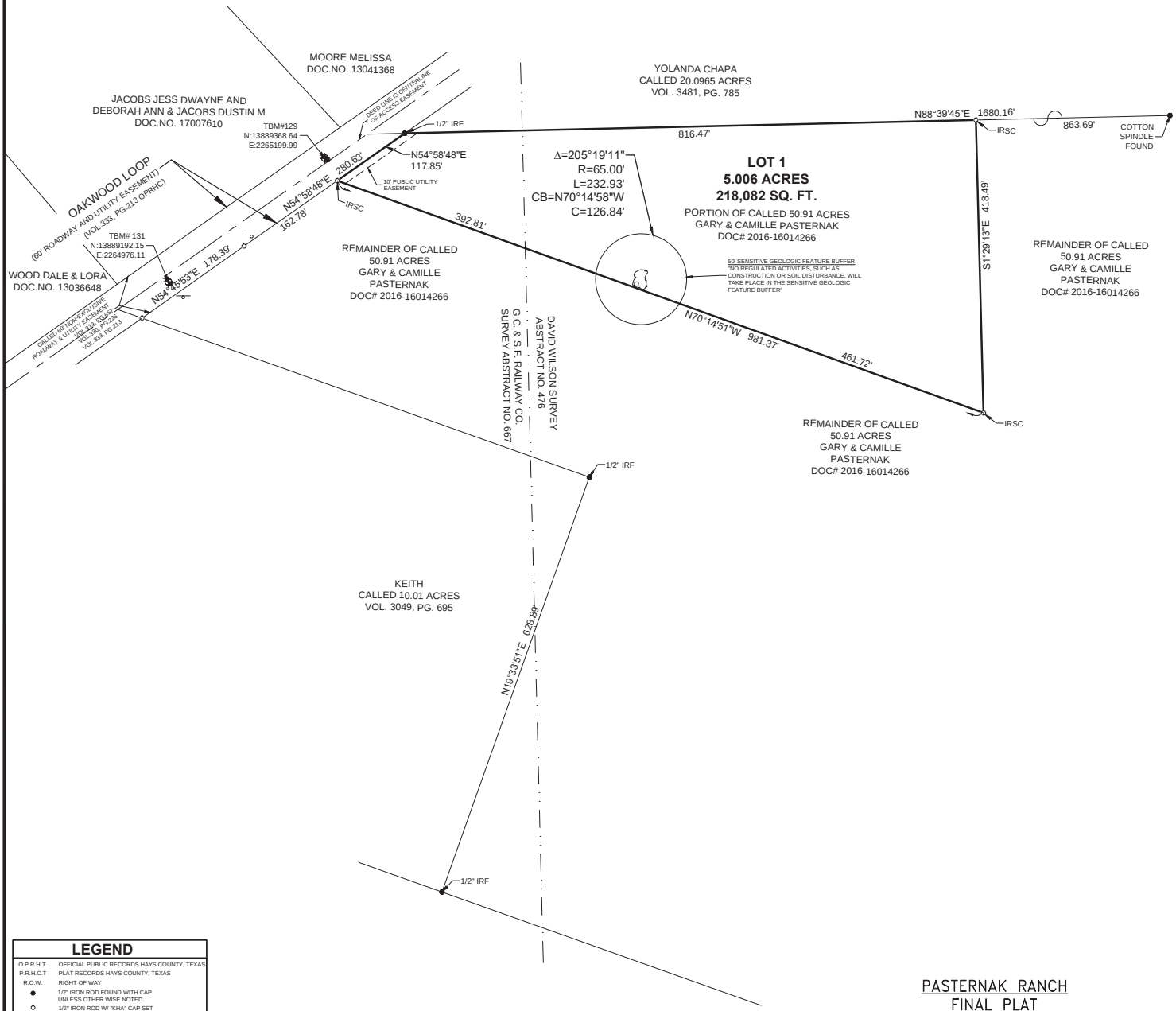
TBM# 131 – COTTON SPINDLE ON THE EDGE OF ASPHALT LOCATED 63.99' FROM THE WESTERLY CORNER OF THAT CERTAIN 50.91 ACRE TRACT AND 30.73' FROM A METAL SIGN AT THE ROAD ENTRANCE.
N=13889192.15
E=2264976.11
ELEVATION =1022.11 FEET (AS SHOWN)

BM# 129 – COTTON SPINDLE ON THE EDGE OF ASPHALT LOCATED 119.53' FROM THE NORTHWESTERLY CORNER OF THAT CERTAIN 50.91 ACRE TRACT AND 53.14' FROM A POWER POLE.
N=13889368.64
E=2265199.99
ELEVATION =1032.77 FEET (AS SHOWN)

VERTICAL DATUM NAVD 1988
HORIZONTAL DATUM TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983 TEXAS SOUTH CENTRAL ZONE

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
1" = 100'



LEGEND

O.P.R.H.T.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.R.H.C.T	PLAT RECORDS HAYS COUNTY, TEXAS
R.O.W.	RIGHT OF WAY
●	1/2" IRON ROD FOUND WITH CAP UNLESS OTHER WISE NOTED
○	1/2" IRON ROD W/ "KHA" CAP SET
◆	BENCHMARKS
(X)	BLOCK DESIGNATION
IRFC	IRON ROD FOUND WITH CAP
◘	CONCRETE MONUMENT FOUND

NOTE:
COORDINATES SHOWN ARE TEXAS STATE PLANE COORDINATES SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (GRID)

PASTERNAK RANCH
FINAL PLAT
5.006 ACRES OF LAND, LOCATED IN THE DAVID WILSON SURVEY, ABSTRACT NO. 476, AND G.C. & S.F. RAILWAY CO. SURVEY, ABSTRACT NO. 667, HAYS COUNTY, TEXAS

Kimley»Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	10/13/2017	069262101	2 OF 2

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DWG NAME: \\SNAFP01\DATA\PROJECTS\SNA_SURVEY\069262101-ROUGHHOUSE-BREWERY-HAYS\DWG\KIMLEY-HORN-PLAT\ROUGHHOUSE-BREWERY-PLAT.DWG PLOTTED BY: MOSIER, GREG 1/29/2018 6:32 PM LAST SAVED 1/29/2018 6:32 PM

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-837; Yuli-Posada Subdivision (3 Lots). Discussion and possible action to approve the preliminary plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	JONES	N/A

SUMMARY

Yuli-Posada is a proposed 3 lot subdivision located along Mathias Lane in PCT 2. Water service will be provided by GoForth SUD and wastewater service will be accomplished by individual OSSFs.

Issue Date : 6/29/2017

TAX CERTIFICATE

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

This certificate includes tax years up to 2016

Entities to which this certificate applies:

SHA - Hays Consolidated ISD
WPC - Plum Creek Groundwater District
ECH - CALDWELL HAYS ESD #1
PCC - Plum Creek Conservation District
RSP - Special Road Dist
GHA - Hays County
ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

Property Information

Property ID : 10-0227-0014-00019-2
Quick-Ref ID : R141833

2201 MATHIAS LN KYLE, TX 78640

A0227 JAMES W HALL SURVEY, ACRES 10.85 (1.25 ACRE FOR MH)

Value Information

Land HS	:	$0.00
Land NHS	:	$11,010.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$84,560.00
Ag Use	:	$1,850.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$12,860.00

Owner Information

Owner ID : O0093272

POSADA ANA YULIANA
1925 RUTLAND DR
STE G
AUSTIN, TX 78758

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
PCC	2016	10.26	0.00	0.00	0.00	0.00
SHA	2016	704.48	0.00	0.00	0.00	0.00
RSP	2016	20.49	0.00	0.00	0.00	0.00
WPC	2016	9.97	0.00	0.00	0.00	0.00
GHA	2016	197.41	0.00	0.00	0.00	0.00
ECH	2016	46.75	0.00	0.00	0.00	0.00
ACCD	2016	45.78	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2017 : $0.00
Total due on all bills 6/30/2017 : $0.00

2016 taxes paid for entity PCC $10.26
2016 taxes paid for entity SHA $704.48
2016 taxes paid for entity RSP $20.49
2016 taxes paid for entity WPC $9.97
2016 taxes paid for entity GHA $197.41
2016 taxes paid for entity ECH $46.75
2016 taxes paid for entity ACCD $45.78

2016 Total Taxes Paid : $1,035.14
Date of Last Payment : 11/18/16

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

© 2003 Tyler Technologies, Inc.

Signature of Authorized Officer of the Tax Office

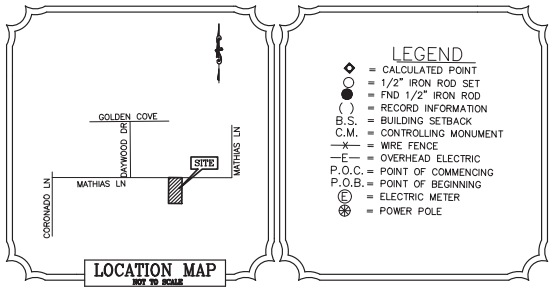
Date of Issue	:	06/29/2017
Requestor	:	POSADA ANA YULIANA
Receipt	:	SM-2017-993243
Fee Paid	:	$10.00
Payer	:	POSADA ANA YULIANA

© 2003 Tyler Technologies, Inc.

YULI POSADA SUBDIVISION

MEASURED

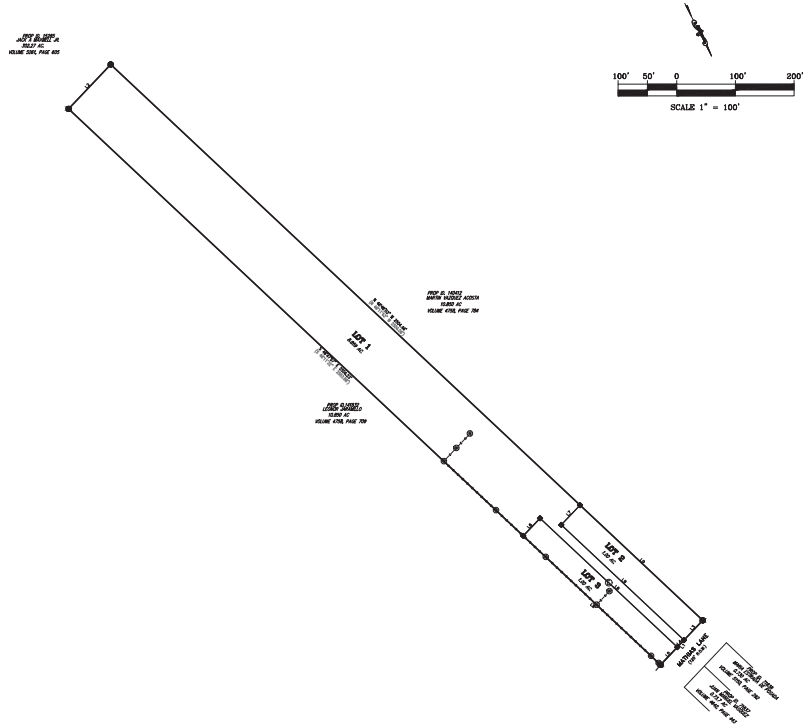
LINE	BEARING	DISTANCE
L1	N 43°29'47" E	188.91'
L2	S 43°25'38" W	188.83'
L3	N 43°29'47" E	83.91'
L4	N 43°29'47" E	30.00'
L5	N 43°29'47" E	75.00'
L6	N 43°29'47" W	75.00'
L7	N 43°29'47" W	83.90'
L8	N 46°47'57" W	580.81'
L9	N 46°47'57" W	519.17'



LOCATION MAP
NOT TO SCALE

LEGEND

- ◇ = CALCULATED POINT
- ○ = 1/2" IRON ROD SET
- ● = FND 1/2" IRON ROD
- ( ) = RECORD INFORMATION
- B.S. = BUILDING SETBACK
- C.M. = CONTROLLING MONUMENT
- —x— = WIRE FENCE
- —E— = OVERHEAD ELECTRIC
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- Ⓔ = ELECTRIC METER
- ⊛ = POWER POLE



100' 50' 0 100' 200'

SCALE 1" = 100'

THIS SUBDIVISION IS WITHIN ESD 1

SURVEYOR'S CERTIFICATION:

I, HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ DATE

MARK J EWALD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5095
WESTAR ALAMO LAND SURVEYORS LLC
400 N LOOP 1604 SUITE 350
SAN ANTONIO, TX. 78232
FIRM NO. 10111700

LOCconsultants
FIRM No. 4756
1715 East 7th Street
Austin, Texas 78702-4208
Ph. (512) 524-0677

SUBMITTAL DATE: DECEMBER 2017

SHEET 1 OF 2
SUB-837

YULI POSADA SUBDIVISION

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

THAT I, ANA YULIANA POSADA, OWNER OF PROPERTY R141833, BEING 9.859 ACRES OF LAND (TRACK 1 & 2) OUT OF THE JAMES W HALL SURVEY IN HAYS COUNTY, TEXAS, BY WARRANTY DEED IN DOCUMENT NO. 14006123 RECORDED VOLUME 4872, PAGE 725, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AND I, JAVIER HERNANDEZ-LOPEZ, OWNER OF PROPERTY R152010, BEING 1.000 ACRES OF LAND (TRACT 3) OUT OF THE JAMES W HALL SURVEY IN HAYS COUNTY, TEXAS, BY WARRANTY DEED IN DOCUMENT NO. 16032101 RECORDED VOLUME 4872, PAGE 723, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS,

DO HEREBY SUBDIVIDE IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOW AS:

YULI POSADA SUBDIVISION

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 232.001 OF THE LOCAL GOVERNMENT CODE, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED

WITNESS MY HAND, THIS THE _____ DAY OF _____, 2017 A.D.

_____ _____
MRS. ANA YULIANA POSADA DATE
1925 RUTLAND DR.
AUSTIN, TEXAS 78758

COUNTY OF HAYS: **STATE OF TEXAS:**

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

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

_____ _____
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS DATE

SAID SUBDIVISION HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO CHAPTER 232.001 OF THE LOCAL GOVERNMENT CODE, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED

WITNESS MY HAND, THIS THE _____ DAY OF _____, 2017 A.D.

_____ _____
MR. JAVIER HERNANDEZ-LOPEZ DATE
619 COTTONWOOD STREET.
LOCKHART, TEXAS 78644

COUNTY OF HAYS: **STATE OF TEXAS:**

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

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

_____ _____
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS DATE

COUNTY OF HAYS: **STATE OF 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 DISMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS 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

_____ _____
ROXIE MCINNIS DATE
DIVISION MANAGER, HAYS COUNTY
DEVELOPMENT SERVICES

COUNTY OF HAYS: **STATE OF TEXAS:**

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D. THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AND ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN DOCUMENT #_____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY, CLERK, THE _____ DAY OF _____, 201____, A.D.

_____ _____
LIZ Q. GONZALEZ, ALBERT "BERT" COBB, M.D.
COUNTY CLERK HAYS COUNTY, TEXAS COUNTY JUDGE, HAYS COUNTY, TEXAS

COUNTY OF HAYS: **STATE OF TEXAS:**

I, LIZ Q. 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 _____, 20____ A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF HAYS COUNTY TEXAS, IN DOCUMENT #_____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY, CLERK, THE _____ DAY OF _____, 201____, A.D.

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

PROPERTY DESCRIPTION

LOT 1:
BEING 8.859 ACRES OF LAND, MORE OR LESS OUT OF THE J.W. HALL SURVEY NO. 227, ABSTRACT NO. 227, HAYS COUNTY, TEXAS, AND BEING OUT OF THAT 10.859 ACRES CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 4872, PAGE 755, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

LOT 2:
BEING 1.000 ACRES OF LAND, MORE OR LESS OUT OF THE J.W. HALL SURVEY NO. 227, ABSTRACT NO. 227, HAYS COUNTY, TEXAS, AND BEING OUT OF THAT 10.859 ACRES CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 4872, PAGE 755, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

LOT 3:
BEING 1.000 ACRES OF LAND, MORE OR LESS OUT OF THE J.W. HALL SURVEY NO. 227, ABSTRACT NO. 227, HAYS COUNTY, TEXAS, AND BEING OUT OF THAT 10.859 ACRES CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 4872, PAGE 755, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

GENERAL NOTES:

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

EDWARDS AQUIFER NOTE:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
THIS TRACT IS ALSO NOT IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

PLAT INFORMATION:
TOTAL AREA: 10.859 ACRES
TOTAL NUMBER OF LOTS: 3
NUMBER OF LOTS BETWEEN 5 AND 10 ACRES: 1
NUMBER OF LOTS BETWEEN 1 AND 2 ACRES: 2

UTILITY INFORMATION
WATER: GOFORTH WATER SUPPLY CORPORATION
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE INC.
TELEPHONE: AT&T

SCHOOL DISTRICT:
THIS SUBDIVISION LIES WITHIN THE BOUNDARY OF THE HAYS COUNTY SCHOOL DISTRICT.

FLOOD PLAIN NOTE:
NO PORTION OF THIS LOTS LIE WITHIN THE ZONE A, DEFINED AS SPECIAL FLOOD HAZARD AREAS. FEMA:48209C0293F & 48209C0295F

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

EASEMENTS:
10 FOOT EASMENT ON ALL PROPERTY LINES (FRONT, SIDE AND REAR) AND CENTERED ON EXISTING ELECTRIC LINE.

MAIL BOXES LOCATED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01

ENGINEER'S CERTIFICATION:

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I REVIEWED THE PLAT SUBMITTED HEREWITH; THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF; AND THAT SAID PLAT COMPLIES WITH HAYS COUNTY DEVELOPMENT REGULATIONS.

_____ _____
SERGIO LOZANO SANCHEZ, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
LOC CONSULTANTS CIVIL DIVISION, INC.
1715 E. 7TH STREET
AUSTIN, TX 78702

LOCconsultants
FIRM No. 4756
1715 East 7th Street
Austin, Texas 78702-4208
Ph. (512) 524-0677

SUBMITTAL DATE: DECEMBER, 2017

SHEET 2 OF 2
SUB-837

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-924 Rainbow Ranch, Lots 77A & 78A (2 Lots). Discussion and possible action to approve preliminary plan and consider granting a variance to section 721.5.05 of the Hays County Development Regulations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Pacheco	SHELL	N/A

SUMMARY

Rainbow Ranch is an unrecorded subdivision located off of N. Rainbow Ranch Rd. in Precinct 3. Portion of Lots 77 and 78 are currently being plated into two parcels, Lots 77A and 78A. Water service will be provided by private well and wastewater service will be accomplished by individual conventional OSSF.

Section 721.5.05 of the Hays County Development Regulations states the following: "Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination."

The owners of the lot are requesting the proposed lot 78A to utilize a flag lot development. The property has been in its current configuration since 2010, owners are now platting the property to become complaint with Hays County Development Regulations and to subdivide the property into two tracts. Justification for the variance is included in backup.

REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only
Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Russell R. Avant and Karen P. Lemmon

Property Owner's Mailing Address: 2081 N. Rainbow Ranch Rd., Wimberley, TX 78676

Home Phone: _____ Work Phone: _____

Cell Phone: 832-538-4573 e-Mail Address: wrmfuzzy@hotmail.com

IF APPLICABLE: Owner hereby gives _____ permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

_____
Owner's Signature

STATE OF TEXAS
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(seal)

_____
Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: same

Applicant's Mailing Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ e-Mail Address: _____

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Lots 77A and 78A, Rainbow Ranch

911 street address for the Subject Property, if established: 2081 N. Rainbow Ranch Rd., Wimberley, TX 78676

REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only
Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Russell R. Avant and Karen P. Lemmon

Property Owner's Mailing Address: 2081 N. Rainbow Ranch Rd., Wimberley, TX 78676

Home Phone: _____ Work Phone: _____

Cell Phone: 832-538-4573 e-Mail Address: wrmfuzzy@hotmail.com

IF APPLICABLE: Owner hereby gives Mike Weaver permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Owner's Signature

STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 9 day of Feb, 20 18

(seal)

Notary Public
My Commission expires: 9-14-2021

LYNN C. SPIVEY
NOTARY PUBLIC
STATE OF TEXAS
ID# 129951036
EXPIRES 9-14-2021

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: same

Applicant's Mailing Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ e-Mail Address: _____

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Lots 77A and 78A, Rainbow Ranch

911 street address for the Subject Property, if established: 2081 N. Rainbow Ranch Rd., Wimberley, TX 78676

REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only
Tracking Number:
Date App. Received:
Precinct # in which located:

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Russell R. Avant and Karen P. Lemmon

Property Owner's Mailing Address: 2081 N. Rainbow Ranch Rd., Wimberley, TX 78676

Home Phone: _____ Work Phone: _____

Cell Phone: 832-538-4573 e-Mail Address: wrmfuzzy@hotmail.com

IF APPLICABLE: Owner hereby gives Mike Weaver permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Karen P. Lemmon
Owner's Signature

STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 9 day of Feb

(seal) Lynn C. Spivey
Notary Public
My Commission expires: 9-14-2021

LYNN C. SPIVEY
NOTARY PUBLIC
STATE OF TEXAS
ID# 123951036
EXPIRES 9-14-2021

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: same

Applicant's Mailing Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ e-Mail Address: _____

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Lots 77A and 78A, Rainbow Ranch

911 street address for the Subject Property, if established: 2081 N. Rainbow Ranch Rd., Wimberley, TX 78676

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey 12.0 acres, James Lansing Survey No. 32, Hays County, Texas

Abstract 285, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R133022

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: Pct. 3

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

☐ Administrative Variance as follows (check all that apply):

- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
- ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
- ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
- ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
- ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☒ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Ch. 721 Sect. 5.05 (B)	Flag lots shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of the Regulations.	Request to permit flag lot as it has been in the flag lot configuration and is not being created for this subdivision.

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

Applicants purchased this property (being over 10 acres) in the current flag lot configuration in April 2010. If approval of the variance is not granted, the flag lot configuration would still remain and Applicants would not be able to divide their property as desired.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

If the variance were not granted, Applicants would be denied the opportunity to divide their property as other landowners are afforded the opportunity for such size tracts.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Granting the variance would not be detrimental as it is already in the flag lot configuration.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:
Applicants purchased the property in 2010 in its current configuration.

5. Describe how the variance will improve the functionality of the development on the Subject Property:
Granting the variance would allow Applicants the opportunity to properly plat and subdivide their property in a functional layout.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:
The variance would allow platting of the property into two tracts, each in excess of 5 acres.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):
If the variance were not granted, the flag lot would still remain. The flag lot, containing over 10 acres, was created prior to adopting the regulation in Chapter 705, Section 3.01 (C), wherein the flag lot rule for tracts over 10 acres went into effect.

****

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☐ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☐ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

****

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Print Name Russell R. Avant

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 9 day of Feb, 20 18.

(seal)

LYNN C. SPIVEY NOTARY PUBLIC STATE OF TEXAS ID# 123951036 EXPIRES 9-14-2021

Notary Public, State of Texas
My Commission expires: 9-14-2021

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Print Name KAREN P. LEMMON

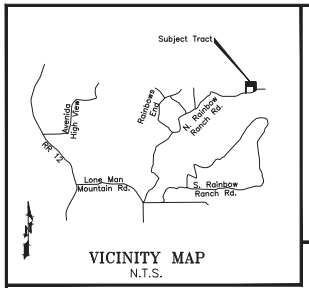
STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 9 day of Feb, 2018.

(seal)

LYNN C. SPIVEY NOTARY PUBLIC STATE OF TEXAS ID# 12395193 EXPIRES 9-14-2021

Notary Public, State of Texas
My Commission expires: 9-14-2021



VICINITY MAP
N.T.S.

E.T.J. NOTE:
No portion of this subdivision lies within the boundaries of any municipalities' corporate city limits or extra territorial jurisdiction.

SCHOOL DISTRICT:
This subdivision lies within the Wimberley Independent School District.

EDWARDS AQUIFER NOTE:
This subdivision is located in the Edwards Aquifer Contributing Zone. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.

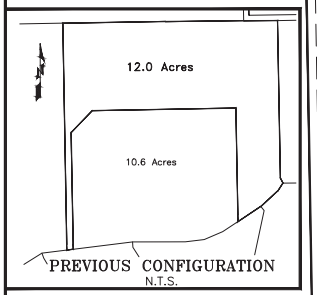
FLOOD PLAIN NOTE:
This tract is not within an identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas Map Number 48209C0235F, dated September 2, 2005.

DRIVEWAY NOTE:
"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a publicly dedicated roadway unless (a) a Driveway Permit has been issued by the Transportation Department of Hays County and (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Chapter 721 of the Hays County Development Regulations."

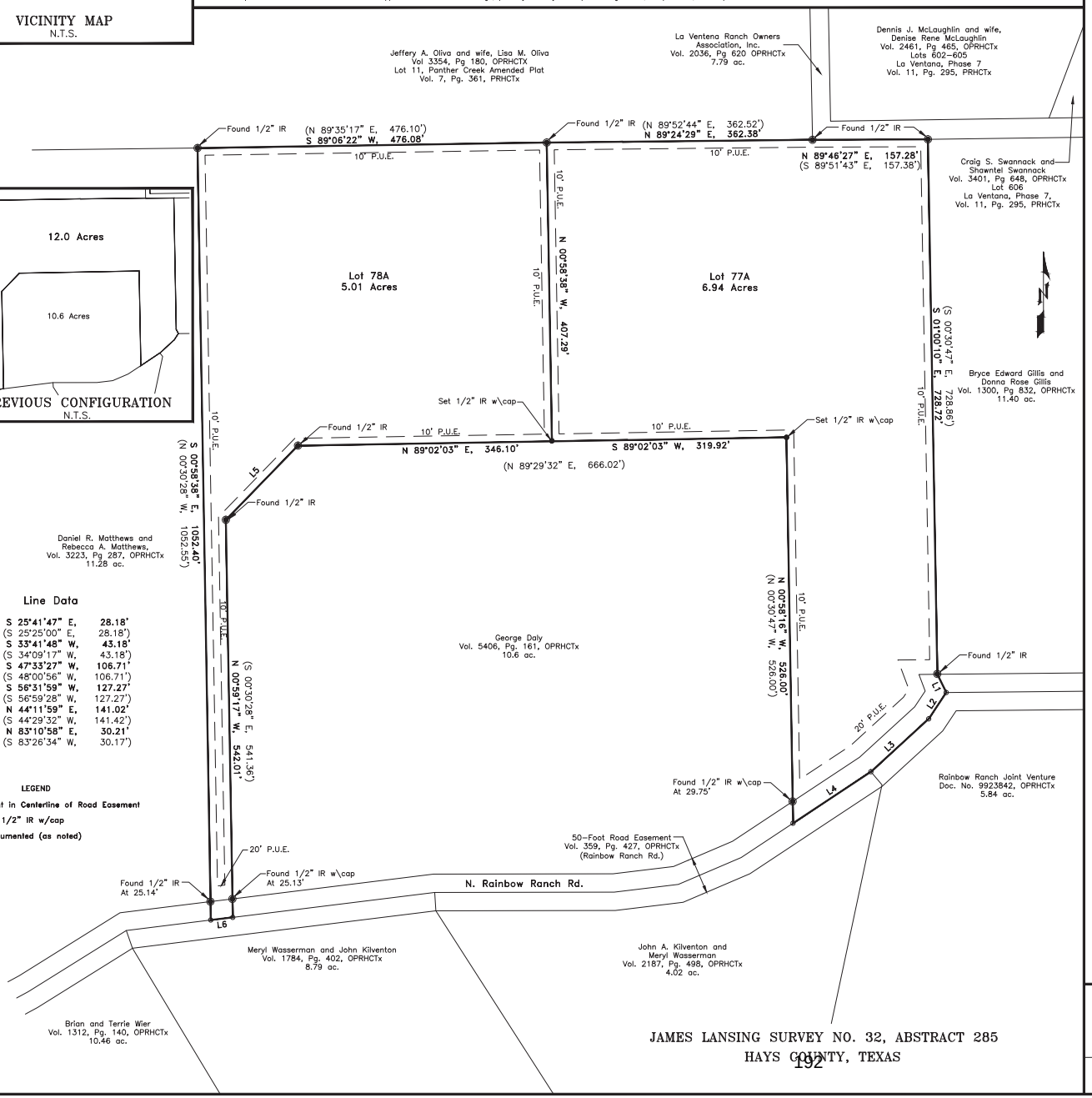
CULVERT NOTE:
All culverts, when required, shall comply with the current Hays County standard.

EMERGENCY SERVICES DISTRICTS:
This subdivision lies within Wimberley Hays County Emergency Services District # 7 and Wimberley Fire Hays County Emergency Services District # 4.

PLAT NOTE:
Mail boxes placed within the ROW shall be of an approved TxDOT or FHWA design, per Hays County Development Regulations, Chapter 731, Subchapter 2.01.



PREVIOUS CONFIGURATION
N.T.S.



Line Data

L1	S 25°41'47" E,	28.18'
	(S 25°25'00" E,	28.18')
L2	S 33°41'48" W,	43.18'
	(S 34°09'17" W,	43.18')
L3	S 47°33'27" W,	106.71'
	(S 48°00'56" W,	106.71')
L4	S 56°31'59" W,	127.27'
	(S 56°59'28" W,	127.27')
L5	N 44°11'59" E,	141.02'
	(S 44°29'32" W,	141.42')
L6	N 83°10'58" E,	30.21'
	(S 83°26'34" W,	30.17')

LEGEND

- ○ Point in Centerline of Road Easement
- ● Set 1/2" IR w/cap
- ◉ Monumented (as noted)

JAMES LANSING SURVEY NO. 32, ABSTRACT 285
HAYS COUNTY, TEXAS

OWNERS' CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS: That we, Russell R. Avant and Karen P. Lemmon, owners of record of a called 12.0 acre tract of land, found to contain 11.95 acres, as conveyed to us by deed from Daniel L. Weeke and wife, Iris P. Weeke, dated April 30, 2010 and recorded in Volume 3875, Page 269, of the Official Public Records of Hays County, Texas, a tract which is located in the James Lansing Survey in Hays County, Texas, do hereby subdivide said 11.95 acre tract of land establishing Lot 77A and Lot 78A Rainbow Ranch, in accordance with the plat hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the easements shown hereon.

WITNESS MY HAND, this the _____ day of _____, 2017.

Russell R. Avant

Karen P. Lemmon

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Karen P. Lemmon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

NOTARY PUBLIC, State of Texas

HAYS COUNTY CERTIFICATION:

STATE OF TEXAS
COUNTY OF HAYS

I, Liz Gonzalez, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, 2017, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat and said order has been duly entered in the minutes of the said court in Document No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

Bert Cobb, M.D.
County Judge
Hays County, Texas

Liz Gonzalez
County Clerk
Hays County, Texas

STATE OF TEXAS
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 _____, 2017 at _____ o'clock ___m., in the Plat Records of Hays County, Texas, in Document No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

Liz Gonzalez
County Clerk
Hays County, Texas

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

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

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

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

Roxie McInnis, Assistant Director — Date
Planning & Public Health Services
Countywide Operations

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

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL BY THESE PRESENTS, that I, C. Michael Weaver, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey requirements of the Hays County Development Regulations and further certify that this plat is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

WITNESS MY HAND AND SEAL, this the _____ day of _____, 2017

C. Michael Weaver
Registered Professional Land Surveyor No. 4427

PLAT INFORMATION

Total Area: 11.95 Acres
Total Number of Lots: 2
Average Lot Size: 5.98 Acres

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

UTILITY INFORMATION

Water: Individual Water Wells
Sewer: Individual On-Site Sewage Facilities
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: Frontier Communications

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.

Weaver Surveying, LLC
P.O. Box 1129
Dripping Springs, Texas 78620
(512) 777-9190
TBPLS Firm # 10194053

PLAT OF
Lots 77A and 78A
Rainbow Ranch
HAYS COUNTY, TEXAS

0 50 100
SCALE: 1" = 100'

Revision No:	B	Drawing Date:	08/30/2017
Revision Date:	12/06/2017	Drawing No.:	H170806-01

Rainbow Ranch Lots 77A 78A 170806.dwg (10X17.5+0.5+0.5) (1=100)

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 execution of an Interlocal Cooperation Agreement for Mobile Radio Services and Equipment between Hays County and Lower Colorado River Authority (LCRA).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 27, 2018	FY18 $15,056.60 monthly FY18 $1,835,190.00 already approved FY19 $13,435.00 monthly

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

This Interlocal Agreement consolidates a number or previously-approved initiatives related to radio services and equipment. After discussion with LCRA, staff determined that this consolidation will be the easiest way to track the various efforts made by departments within the County, particularly law enforcement, to work with LCRA's Trunked Radio System. This ILA also captures some of Hays County's new efforts to right-size and enable its radio system to accommodate the Public Safety Bond project(s).

This proposed ILA is subject to an exception to the bidding requirements under §262.024(a)(7)(D).

INTERLOCAL COOPERATION AGREEMENT
FOR MOBILE RADIO SERVICES AND EQUIPMENT
BETWEEN HAYS COUNTY
AND LOWER COLORADO RIVER AUTHORITY

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and Hays County ("**USER**"), a local government and a political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code) to be effective for all purposes as of _____, 20____ (the "**Effective Date**"). (LCRA and USER may also be referred to individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public. LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services.

LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations. LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by dispatchable mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development.

USER is authorized by law to provide public services, including law enforcement transportation services, and emergency services.

The Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities throughout the central Texas region;

USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation, of dispatchable mobile radio equipment, as more specifically set out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State.

It would be a benefit to USER to receive Trunked Radio System service on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory;

The Parties are authorized to enter into this agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This document, including Attachments A.1-A.13, B, C, and D, is a contract for the LCRA to provide services and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments, in consideration for USER's payment of the monthly service fee as indicated on the Mobile Radio Service Agreement Participant Information Sheet (Attachment A) and monthly usage charges, as set out in the LCRA Mobile Radio Service Rate Table (Attachment B). LCRA and USER acknowledge and agree that although this Agreement shall be effective as of the Effective Date, the monthly service fees listed in Attachments A.1-A.13 shall become effective October 1, 2018. Between

the Effective Date and September 30, 2018, USER shall continue to pay the service fee established in the "Additional Interlocal Participant Agreement" effective October 26, 2004, by and between LCRA and USER. For the avoidance of doubt, the monthly service fee in effect between the Effective Date and September 30, 2018 is set forth in Attachment E. Only the features and capabilities selected by USER shall be enabled. Changes or modifications to the Attachments may require modification of system parameters, which will be subject to additional service charges as set forth in the Installation and Maintenance Price Sheet (Attachment C). Upon execution of this Agreement, USER's equipment will be activated following: (i) registration of the LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS

2.1 USER may select from the menu of telecommunications services offered by LCRA which are set forth on the Participant Information Sheet (Attachment A). The Participant Information Sheet may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the services and features indicated on the Participant Information Sheet and other attachments to this Agreement, including any optional features as set forth in Section 2.3 below, on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All service fees to be paid to LCRA are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System. Included within the expenditures shall be appropriate reserves for future expenditures on and improvements to the Trunked Radio System.

2.3 In addition to basic services, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement; such services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. If USER selects such services, the services will be noted on the Participant Information Sheet. The cost of equipment User has agreed to initially purchase at the Effective Date of this Agreement is shown on the Equipment Pricing list (Attachment D).

3. SERVICE RATES, CHARGES AND TERMS

3.1 LCRA shall provide the services selected by USER on the Participant Information Sheet at the rates and charges shown on LCRA Mobile Radio Service Rate Table (Attachment B). The LCRA Mobile Radio Service Rate Table includes: (i) USER's monthly basic service fee for use of the Trunked Radio System; (ii) rates and charges for optional services; and (iii) airtime charges.

3.2 It is agreed that LCRA may at any time revise the LCRA Mobile Radio Service Rate Table (Attachment B) by giving USER written notice of the amount of increase at least sixty (60) days in advance of the date on which the increased fees are to become effective. However, for the initial term of service, Service Level/Coverage Area costs for basic service in effect on the execution date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.3 All rates, charges, and fees for services and equipment provided under this Agreement shall be paid by USER monthly. LCRA will invoice USER monthly or as agreed between the parties. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due. The monthly basic service fee associated with USER's access to the system shall be invoiced in advance. Periodic equipment maintenance, monthly usage charges, and charges for optional services shall be invoiced at the end of each monthly billing cycle. Late payments shall be subject to interest or reasonable service charges. Charges for equipment purchased or installed shall be invoiced immediately following delivery or installation with payment due within 30 days of the invoice date. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with the Maintenance Price Sheet (Attachment C). At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, agree to provide services to other participants on the Trunked Radio System. The provision of radio system services to other participants will not diminish the capability of USER to use the Trunked Radio System as agreed to be provided in this Agreement. The execution of Agreements with other Participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional services to some or all participants.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date as set forth above and shall end five years later, unless automatically extended. The Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement (i) at the end of the initial one year term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the initial term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension, and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of section 3.2. If, after such notification, USER does not terminate this Agreement and allows it to automatically renew, charges for the next term shall be the new charges set out by LCRA in its notification prior to the automatic renewal date, subject to modification as herein set out.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with one day of service for any service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a service outage exceeds twenty-four (24) hours, LCRA shall credit USER for each full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by the LCRA's emergency coordinator or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate service priorities for the duration of the emergency.

7.3 USER agrees to promptly refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity unless LCRA enters into a new written agreement with that person or entity. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person, firm, corporation or other entity not a Party to this Agreement.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of LCRA. Other causes beyond the reasonable control of LCRA include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time.

9.2 USER further acknowledges that LCRA is not providing a warranty of coverage and that the inability of LCRA to provide such coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its obligations, the non-defaulting Party shall deliver written notice to the defaulting Party describing the default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use

the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either the Trunked Radio System service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not re-sell service, interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of radio equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by

law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of LCRA or its subcontractors, including, but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, strikes, or severe weather conditions. In the event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the service may occur; and (c) any potential harm from interruptions or irregularities in the service is speculative in nature. LCRA cannot offer the service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA' sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the service or transmission of service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to

maintain proper standards or maintenance and operation shall be a credit for service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes, or delays beyond the control of vendors or contractors.

14.3 USER acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.4 **USER hereby agrees to indemnify and save LCRA harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by USER or those using USER's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of USER with the facilities of LCRA or any carrier; and against all other claims arising out of any act or omission of USER in connection with the facilities or service provided by LCRA.**

14.5 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of radio service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radios and ancillary equipment.

14.6 The liability of LCRA in connection with the services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such services.

14.7 **USER agrees to release, defend, indemnify and hold harmless LCRA, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this Agreement, including without limitation, claims for personal injury or wrongful death to users or others in the use or operation of any equipment, products or services provided**

by LCRA or used in conjunction with such equipment, products or services provided by LCRA and arising out of the manufacture, purchase, operation, conditions, maintenance, installation, return or use of the equipment or service or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of LCRA, its agents or employees. This provision shall not apply to damages to facilities of USER as provided in paragraph 12.2.

14.8 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of the criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made to the addresses given on the Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to services contemplated by this Agreement, neither USER nor LCRA shall make a common-carrier offering of communication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United States Internal Revenue Code (the "**Code**"). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for payment of all taxes, if any, on its own facilities or the equipment provided to USER under this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY

18.1 Except for revisions of the LCRA Mobile Radio Service Rate Table (Attachment B), amendments to the Interlocal Agreement, additions of additional participants and users or the expansion provisions set forth in Section 19 hereinafter, amendments to or modification of this Agreement shall be in writing and signed by

authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. EXPANSION OF TRUNKED RADIO SYSTEM

19.1 LCRA may, at its sole and exclusive discretion, provide Trunked Radio System services to other entities. USER acknowledges that LCRA has previously entered into other interlocal agreements to provide telecommunication services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future. USER also acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. LCRA agrees that any expansion of the system will not diminish the ability of USER to use the Trunked Radio System as contemplated in this Agreement.

20. NO ORAL AGREEMENTS.

21.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for radio service, if any, shall be deemed to be terminated, void and ineffective from the commencement date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

23. REVIEWS

22.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and services.

24. INTERLOCAL CERTIFICATION

23.1 The Parties certify that (1) the services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the services, supplies, or materials contracted for are not required by Article

XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER
_____:

By: _____

Name: _____

Title: _____

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Constable 1**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	12	$20.00	$240.00
Portables *	9	$20.00	$180.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *	1	$20.00	$20.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$440.00**
OPTIONS			
I-CALL	7	$5.00	$35.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$35.00**
		TOTAL MONTHLY FEES	**$475.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Constable 2**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER — EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	8	$20.00	$160.00
Portables *	7	$20.00	$140.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$300.00**
OPTIONS			
I-CALL	5	$5.00	$25.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$25.00**
		TOTAL MONTHLY FEES	**$325.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Constable 3**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	10	$20.00	$200.00
Portables *	11	$20.00	$220.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$420.00**
OPTIONS			
I-CALL	3	$5.00	$15.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$15.00**
		TOTAL MONTHLY FEES	**$435.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Constable 4**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	5	$20.00	$100.00
Portables *	5	$20.00	$100.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *	1	$20.00	$20.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$220.00**
OPTIONS			
I-CALL	5	$5.00	$25.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$25.00**
		TOTAL MONTHLY FEES	**$245.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Constable 5**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	5	$20.00	$100.00
Portables *	4	$20.00	$80.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$180.00**
OPTIONS			
I-CALL	1	$5.00	$5.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$5.00**
		TOTAL MONTHLY FEES	**$185.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County District Attorney**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **John Roppolo**			PHONE **512.738.9254**	FAX **jroppolo@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**
PURCHASE ORDER			EFFECTIVE DATE **10/1/2018**	

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *****	4	$20.00	$80.00
Portables *****	7	$20.00	$140.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$220.00**
OPTIONS			
I-CALL	7	$5.00	$35.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$35.00**
		TOTAL MONTHLY FEES	**$255.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County District Court**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 3240**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7700**	FAX
CONTACT NAME **Steve Thomas** **District Court Administrator**			PHONE	FAX
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**
PURCHASE ORDER		EFFECTIVE DATE **10/1/2018**		

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *****		$20.00	$0.00
Portables *****	2	$20.00	$40.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$40.00**
OPTIONS			
I-CALL		$5.00	$0.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$0.00**
		TOTAL MONTHLY FEES	**$40.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Fire Marshal**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	3	$20.00	$60.00
Portables *	6	$20.00	$120.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *	1	$20.00	$20.00
Host ID (data port on EDG)		$20.00	$0.00

* **LCRA does not charge a monthly fee for spare radios not being utilized.**

TOTAL BASIC SERVICE **$200.00**

OPTIONS			
I-CALL	6	$5.00	$30.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00

TOTAL OPTION FEES **$30.00**

TOTAL MONTHLY FEES **$230.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Office of Emergency Management**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	6	$20.00	$120.00
Portables *	15	$20.00	$300.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$420.00**
OPTIONS			
I-CALL	8	$5.00	$40.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$40.00**
		TOTAL MONTHLY FEES	**$460.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Parks**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1204**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.2156**	FAX
CONTACT NAME **Emily Barber Budget & Financial Mgr./Countywide Operations**			PHONE	FAX **emily.barber@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us 512.393.2259**				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**
PURCHASE ORDER		EFFECTIVE DATE **10/1/2018**		

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *		$20.00	$0.00
Portables *	8	$20.00	$160.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$160.00**
OPTIONS			
I-CALL		$5.00	$0.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$0.00**
		TOTAL MONTHLY FEES	**$160.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Personal Health**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *		$20.00	$0.00
Portables *	26	$20.00	$520.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00

* **LCRA does not charge a monthly fee for spare radios not being utilized.**

TOTAL BASIC SERVICE **$520.00**

OPTIONS		
I-CALL	$5.00	$0.00
DATA - Status Messaging	$10.00	$0.00
DATA - AVL	$10.00	$0.00

TOTAL OPTION FEES **$0.00**

TOTAL MONTHLY FEES **$520.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Transportation (formerly Road & Bridge)**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER — EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *		$20.00	$0.00
Portables *	10	$20.00	$200.00
Conventional Interface		$50.00	$0.00
Maestro Consoles		$100.00	$0.00
Desktop Control Station *		$20.00	$0.00
Host ID (data port on EDG)		$20.00	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$200.00**
OPTIONS			
I-CALL	2	$5.00	$10.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00
		TOTAL OPTION FEES	**$10.00**
		TOTAL MONTHLY FEES	**$210.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment A
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT) **Hays County Sheriff**				
AGENCY ADDRESS **712 S. Stagecoach Trail. Suite 1071**				
CITY **San Marcos**	STATE **TX**	ZIP **78666**	PHONE **512.393.7721**	FAX **512.393.7304**
CONTACT NAME **Kharley Smith, Emergency Management Coordinator**			PHONE **512.618.0247**	FAX **kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE **Kimberli Andrews kimberli.andrews@co.hays.tx.us** 512.393.2259				
CITY	STATE	ZIP	TAX EXEMPT **Y**	FEDERAL TAX ID **74-6002241**

PURCHASE ORDER — EFFECTIVE DATE **10/1/2018**

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	188	$20.00	$3,760.00
Portables *	225	$20.00	$4,500.00
Conventional Interface	3	$50.00	$150.00
Maestro Consoles	6	$100.00	$600.00
Desktop Control Station *	9	$20.00	$180.00
Host ID (data port on EDG)	0	$20.00	$0.00

* **LCRA does not charge a monthly fee for spare radios not being utilized.**

TOTAL BASIC SERVICE **$9,190.00**

OPTIONS			
I-CALL	141	$5.00	$705.00
DATA - Status Messaging		$10.00	$0.00
DATA - AVL		$10.00	$0.00

TOTAL OPTION FEES **$705.00**

TOTAL MONTHLY FEES **$9,895.00**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

Attachment B
LCRA Mobile Radio Service Rate Table
Basic Service Rates
Effective 11/1/2012

	Service Level/Coverage Area*	$ Unit / Month Initial Rate
1	**Standard Service - all LCRA sites**	$20.00
2	**Independent School Districts**	$9.95
3	**I-Call***	$5.00
4	**Data**	$10.00
5	**Conventional Interface**	$50.00
6	**VIP Console**	$50.00
7	**Maestro Console**	$100.00
8		
9		

Service Description

Standard Service Includes:

1. System Access - 24 hours per day, 7 days per week with unlimited air time
2. Telecommunications Operations Center (TOC) Support - 24 hours per day, 7 days per week
3. Emergency Call
4. Individual Call Receive
5. Group Call

* Individual Call - Private radio to radio call

Attachment C

Lower Colorado River Authority

Post Office box 220 Austin, Texas 78767 * (512) 473-3200 Ext. 6330

TELECOM INSTALLATION & MAINTENANCE PRICE SHEET

TYPE	DESCRIPTION	COST
I. INSTALLATIONS:		
1. Underdash/RemoteMount	**Installation includes: Programming, Testing, & standard 3db gain antenna.**	**$250.00**
2. Custom Installations	**Integration of additional components and/or vehicles requiring additional labor.**	**$300.00**
***3.* Control Station**	**Labor Only: (4 hours) (Note: Required Radio and additional materials quoted separately as needed.) ** Tower work and external device work quoted separately****	**260.00**
4.Outside Speaker	➢ **Installation of Outside Speaker for mobile radio-combined with a mobile installation (does not include cost of speaker.)**	**$ 32.50**
4. AVL	**Installation includes programming, testing & IP assignment**	**$150.00**
5. Handset	**Mounting and wiring of Handset to radio and decoder**	**$200.00**
6. Silent Alarm	**Mounting and wiring of silent alarm to radio**	**$200.00**
7. Decoder	**Mounting and wiring of decoder to handset and radio**	**$200.00**
II. Radio Removal	**Includes: Removal of existing radio and antenna**	**$ 75.00**
III. Radio Reprogramming	➢ **Radio Reprogramming at LCRA Radio Shop** ➢ **Radio Reprogramming at Customer Location**	**$ 25.00** **$ 25.00 + Mileage**
IV Radio Repairs	**Radio diagnostics and bench repairs in LCRA Radio Shop – Flat Rate for labor and materials. (Does not include new batteries & antennas) Radios needing factory repair will require customer approval.**	**$125.00**
V. Labor: **1. Regular time (scheduled)**	**Hourly rate during normal hours (7:00am - 3:30pm). Next day / 24 hour response time.**	**$ 92.50**
2. Overtime (unscheduled)	**Hourly rate outside normal hours. Same day response.**	**$ 138.75**
3. Call out (emergency)	**Hourly rate for emergency or call out. Two hour response.**	**$ 185.00**
VI. Mileage rate:	**Per mile rate for all travel to and from work location. No labor charges during travel.**	**$ .95/mile**

- **Any work beyond the scope of the above will be billed by the hour with material cost plus 10%.**
- **All installations are tested for correct SWR, Tx & Rx functions.**
- **All work has a warranty of 90 days, which covers materials and labor due to defects in workmanship and manufacturing. This warranty does not include damage caused by misuse or by natural causes. Antennas and microphones are only covered under warranty due to defect in workmanship and manufacturing.**

ATTACHMENT D
Equipment
Pricing For
Hays County

Stock Number	Quantity	Description	Cost Each	Total Cost
	1	P25 Site Equipment Installations and P25 Capacity Improvement	$1,051,779.00	$1,051,779.00
		Includes: New P25 Equipment installations at West Hays and		$0.00
		Shovel Mountain (5 P25 Channels Each)		$0.00
		Capacity Improvement of 2 additional P25 Channels at each of the		$0.00
		following: Cedar Valley, Creedmoor, Kingsbury, Wimberley		$0.00
		Capacity Improvement of 3 additional P25 Channels at San Marcos		$0.00
		Includes P25 Channel Equipment as listed above, licensing,		$0.00
		engineering and installation		$0.00
				$0.00
	1	PSAP/LEC Communications Tower/Transport/Connectivity	$783,411.00	$783,411.00
		Includes*:		$0.00
		180' Telecommunications Tower (foundation provided by HOK)		$0.00
		Shelter for Communications Equipment		$0.00
		Power Systems for Comms Equipment		$0.00
		Console Routers		$0.00
		Microwave/Fiber Transport		$0.00
		Base Station Antenna System		$0.00
		Tower Antenna System		$0.00
		*Does not include Consoles or Radio Equipment		$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL COST of Equipment Including Installation =		**$1,835,190.00**

Signature

Date

Name

ATTACHMENT A

ENERGY • WATER • COMMUNITY SERVICES

Mobile Radio Service Agreement

Attachment E
PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT)				
Hays County				
AGENCY ADDRESS				
712 S. Stagecoach Trail. Suite 1071				
CITY	STATE	ZIP	PHONE	FAX
San Marcos	**TX**	**78666**	**512.393.7721**	**512.393.7304**
CONTACT NAME			PHONE	FAX
Kharley Smith, Emergency Management Coordinator			**512.618.0247**	**kharley.smith@co.hays.tx.us**
BILLING ADDRESS, IF DIFFERENT FROM ABOVE				
CITY	STATE	ZIP	TAX EXEMPT	FEDERAL TAX ID
			Y	**74-6002241**
PURCHASE ORDER		EFFECTIVE DATE	**Current-9/30/2018**	

LCRA Radio System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *	241	$19.95	$4,807.95
Portables *	335	$19.95	$6,683.25
Conventional Interface	3	$50.00	$150.00
Public Safety 2nd Radio		$9.95	$0.00
Maestro Consoles	6	$100.00	$600.00
Desktop Control Station *	12	$19.95	$239.40
Host ID (data port on EDG)		$19.95	$0.00
* **LCRA does not charge a monthly fee for spare radios not being utilized.**			
		TOTAL BASIC SERVICE	**$12,480.60**
OPTIONS			
I-CALL	220	$5.00	$1,100.00
Maintenance-UPS	1	$200.00	$200.00
T-1 Lease	1	$1,276.00	$1,276.00
		TOTAL OPTION FEES	**$2,576.00**
		TOTAL MONTHLY FEES	**$15,056.60**

Please Note:
LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____ Date: _____

LCRA Signature: _____ Date: _____

Date Received:

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 staff to uniformly administer floodplain and storm water management regulations found in Chapter(s) 705, 725, & 735 of the Hays County Development Regulations, by removing certain requirements from Chapter 705.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Pacheco	COBB	N/A

SUMMARY

The current Hays County Development Regulations were adopted last February 21st, 2017. This section pertaining to Flood Plain and Storm Water Management Information was revised to only exempt proposed subdivisions with five (5) lots or less from items (E), (F), and (G). This revision was suggested to be made so this section would be more in line with Chapters 725 and 735 of the Development Regulations.

This proposed change would remove the requirement regarding benchmark establishment and geographic coordinates following procedures in the TXDOT Survey Manual and be more in line with Chapters 725 and 735 of the Hays County Development Regulations, per staff recommendation. Edits may be found in the backup.

(E) The number of feet of frontage of each Lot onto a regulated roadway;

(F) A roadway design report prepared in accordance with Chapter 721, unless exempted pursuant to Chapter 721, Subchapter 5;

(G) A designation of the classification of each roadway to be constructed or existing roadways abutting any Lot as determined in accordance with Chapter 721 below; and,

(H) Proposed location of all depth gauges, at all road crossings where the 100 year frequency flow or lesser frequency storm event is anticipated to flow over the roadway surface and any proposed gates or warning devices. The Department shall evaluate and recommend to the Commissioners Court whether or not to require additional gates or warning devices at such locations.

(I) Traffic Impact Analysis, per Chapter 721.6.03

(J) Certification that each lot shown on the plat has adequate frontage to allow for compliance with driveway spacing requirements.

§5.04. Flood Plain and Storm Water Management Information

A proposed Subdivision shall satisfy the requirements of Chapter 725 of these Regulations relating to Storm Water Management Standards and shall contain a written certification from a Texas licensed Professional Engineer stating that the location and approximate sizes of the storm water management structure set forth are in accordance with the Department's Storm Water Management Standards. Proposed subdivisions with five (5) or fewer lots meeting the minimum Lot size requirements are exempt from (E), (F), and (G) of this section.

The information included with the Application shall illustrate:

(A) Elevation contours at no greater than two-foot (2') intervals, based on the North American Vertical Datum (NAVD) of 1988 [NAVD 88];

(B) All Special Flood Hazard Areas identified by the Federal Emergency Management Agency as identified in Chapter 735, Subchapter 3;

(C) For each Lot containing a Special Flood Hazard Area, sufficient additional contours to identify and delineate the Special Flood Hazard Area (including the 100-year floodplain and regulatory floodway, if any) and the lowest allowable finished floor elevation. If base flood elevations and lowest allowable finished floor elevations have not already been established, they shall be established by a method satisfactory to the Director;

(D) For each subdivision containing a Special Flood Hazard Area, at least one benchmark showing the NAVD 88 elevation, as well as Geographic Coordinates, shall be established ~~.using the procedures presented in the Texas Department of Transportation (TXDOT) Survey Manual, latest~~ edition;

(E) A storm water management plan depicting the anticipated flow of all storm water onto and from the Subdivision and showing all major topographic features on or adjacent to the property including all water courses, special flood hazard areas, ravines, bridges and culverts;

Commented [CS1]: Original Revision was in place to be in line with 735. 735 does not have any requirement for TXDOT requirement.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 27, 2018	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.